

**THE VILLAGE OF DEXTER
VILLAGE COUNCIL MEETING**

Monday, September 28, 2009

******Note: Special Start Time - 6:45 pm******

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. Motion to go into Closed Session To Discuss Potential Purchase of Property in Accordance with MCL 15.268(8d) – This portion of the meeting will be held in the Copeland Board Room (7714 Dexter Ann Arbor) from 6:45 pm to 7:30 pm

Recess to move to 7720 Dexter Ann Arbor – Dexter Senior Center

D. APPROVAL OF THE MINUTES

1. Regular Council Meeting Minutes – September 14, 2009

Page # 1-6

E. 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)

F. APPROVAL OF AGENDA:

G. PUBLIC HEARINGS

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

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

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H. 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.

I. COMMUNICATIONS:

1. Upcoming Meeting List
2. Washtenaw County Administrator – 2010/2011 Budget Recommendations
3. Information from Comcast regarding accessibility of the Weather Channel
4. Letter from Chelsea Area Construction Agency

Page # 7-16

J. REPORTS:

1. Community Development Manager – Allison Bishop **Page # 17-20**

2. Board, Commission, & Other Reports- "Bi-annual or as needed"
 - Arts, Culture & Heritage Committee Representatives
 - 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 – Paul Cousins**
 - Library Board Representative
 - Parks & Recreation Commission
 - Planning Commission Chair
 - Tree Board Chair
 - Washtenaw Area Transportation Study Policy Committee Rep – Jim Carson**
 - Western Washtenaw Area Value Express Representative

3. Subcommittee Reports - None

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4. Village Manager Report

Page # 21-22

5. President's Report

Page # 23-24

K. 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: \$ 255,519.95

Page # 25-32

2. Consideration of: Reappointment of Pat Cousins as the Village Representative to the Dexter District Library Board

Page # 33-34

3. Consideration of: Setting Trick-or-Treat for Saturday, October 31, 2009 from 5:30 p.m. to 7:30 p.m.

L. OLD BUSINESS- Consideration and Discussion of:

1. Discussion of: Facilities

Page # 35-38

M. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Arts, Culture & Heritage Committee Activities -- Budget Request and Amendment

Page # 39-44

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2. Consideration of: Main Street Bridge Sediment Placement Area Restrictive Covenants & Authorization for Village Manager to Sign the Covenant
Page # 45-52

3. Consideration of: Waterways Infrastructure Grant Agreement and Resolution
Page # 53-64

4. Consideration of: Sustain Our Great Lakes Grant Project Options and Resolution approving the Village's Commitment and Application Submittal
Page # 65-80

5. Consideration of: Hazard Mitigation Plan – Five Year Update
Page # 81-94

6. Consideration of: \$500 for Facilitator Fees for the Regional Fire Department Evaluation Discussion from Account 101.101.000.802.00 – Council Professional Services

7. Discussion of: Dexter Ann Arbor Road – American Recovery & Reinvestment Act Project
Page # 95-104

8. Discussion of: Town Hall Meeting
Page # 105

N. COUNCIL COMMENTS

O. 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.

P. ADJOURNMENT

**Town Hall Meeting Reminder
October 7th – 6:30 p.m. to 8:30 p.m. at the
Dexter District Library
Topic: Village Walkability and
General Questions & Answers**

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

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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 - August 24, 2009

Motion Fisher; support Smith to approve the Regular Council Minutes of August 24, 2009 with the following corrections:

- Page 1, G add deficit after budget and remove with a reduction
- Page 3, K-2 delete Fisher as motion supporter and add Carson

Unanimous voice vote for approval

D. PREARRANGED PARTICIPATION

None

E. APPROVAL OF THE AGENDA

Motion Carson; support Fisher to approve the agenda with the addition of item J-3, Consideration of request from Dexter High School to hold the Annual Homecoming Parade on Village Roads on September 25, 2009 from 1:15 pm to 2:30 pm.

Unanimous voice vote for approval

F. PUBLIC HEARINGS

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

Berry & Associates request for Industrial Facilities Tax Exemption

The Public Hearing was opened at 7:32 pm. Julie Olson of 8451 Sandfield Court, Dexter and employee of Berry & Associates spoke of celebrating 20 years in business in Dexter and appreciated the support of the Village of Dexter. The Public Hearing was closed at 7:33 pm.

ACTION – Consideration of: RESOLUTION APPROVING THE REQUEST FROM BERRY & ASSOCIATES FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR REAL AND PERSONAL PROPERTY

Motion Fisher: support Carson to approve the request from Berry & Associates for an industrial facilities exemption certificate for real and personal property investments located at 2434 Bishop Circle East, Dexter, Michigan for a period of six years.

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

Nays: None

Motion carries

G. NON-ARRANGED PARTICIPATION

Mark Ouimet, County Commissioner, spoke on the Breakfast Meeting with Spark in Chelsea on September 11, 2009. The meeting with various groups from Western Washtenaw was well received.

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Comcast Letter
3. August Citation Report

I. REPORTS

1. Community Development Manager – Allison Bishop

Ms. Bishop submits her report as per packet. In addition Ms. Bishop highlighted that she is looking for direction on the Community Connection Initiative Grant for funding of element 3A of the Mill Creek Park Master Plan and mentioned the ECT Sampling results. Ms. Bishop also mentioned the September 24th URS/Washtenaw County Parks Board and Commission meeting at the Dexter Library and the October 5th Public Hearing on sign ordinances.

2. Economic Development Consultant – Shawn Ferguson

Mr. Ferguson submits his report as per packet. In addition Mr. Ferguson highlighted the diversity of businesses in the Dexter community and he drew attention to the need for business expansion and job retention programs for Dexter.

3. Assistant Village Manager – Courtney Nicholls

Ms. Nicholls submits her report as per packet. Ms. Nicholls gave updates on the following: chip sealing was completed today, work was started in Dexter Crossings last week, pumpkin painting will continue in October at the Farmers Market, met with Capt. Dettling on Hazard Mitigation, the health care program from the State of Michigan does affect the Village, and responded to question regarding the Police Services Steering Committee report.

4. Boards, Commissions. & Other Reports-“Bi-annual or as needed”
Arts, Culture & Heritage Committee Representatives – Audrey Becker/Paul Cousins

Mr. Cousins introduced members of the committee in attendance. Ms. Becker reviewed the preliminary budget for the Arts, Culture & Heritage committee along with proposed programs.

5. Subcommittee Reports - None
6. Village Manager Report

Mrs. Dettling submits her report as per packet. In addition Mrs. Dettling mentioned that the Sheriff's Office has delayed implementation of the proactive patrol police services contract and will instead address the issue with current resources, the Downtown Development Authority has put together a work group for the DAPCO property redevelopment, Jeffords project does not have the soil erosion permit as of yet, looking to have the Forest/Alley project finished by September 30th barring bad weather, and the power behind the bank and hardware will be shut down on September 23rd to facilitate the transfer to the underground system.

7. President's Report

Mr. Keough submits his report as per packet. In addition Mr. Keough gave an update on the regional fire department discussion meeting among leaders from Western Washtenaw County on the afternoon of September 23rd, the Downtown Development Authority (DDA) has changed their meeting time to 7:30 am on the third Thursday of the month at the Senior Center, and the DDA passed a resolution to give \$150,000 for the development of Mill Creek Park for the construction of element 3A of the Mill Creek Park Plan.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$279,707.11
2. Consideration of: Request from the Dexter Lions to use Monument Park and close Central Street between Main and 5th for Apple Daze from 8 a.m. to 5 p.m. on October 3, 2009
3. Consideration of: Request from Dexter High School to hold the Annual Homecoming Parade on Village Roads on September 25, 2009 from 1:15 p.m. to 2:30 p.m.

Motion Fisher; support Smith to approve items 1, 2 and 3 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

Mr. Carson reported that Washtenaw Area Transportation Study will not be applying for a funding grant as it will take too much time and cost to prepare such a grant. It was suggested that Viaduct Replacement be added to Main Street Bridge Phase II. This item will be removed from the agenda until such a time as an update is necessary.

2. Discussion of: Facilities – Information should be available for 9-28-09 meeting

Ms. Nicholls reviewed the use of the bond money to be spent or obligated.

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Resolution in Support of Incorporation as a Home Rule City

Motion Tell; support Carson be it hereby resolved that the Village Council does hereby support and authorize that the petition be submitted to the State Boundary Commission to Incorporate the Village into a Home Rule City. Be it further resolved, that the Village Council does hereby request and urge that the State Boundary Commission and all other necessary governmental entities, after public hearing, approve and Order that the Village of Dexter be incorporated as a Home Rule City.

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

Nays: Smith

Motion carries 6 to 1

2. Consideration of: Dexter Retail/Mixed Use Office Combined Site Plan of Colorbok Redevelopment Phase 1

Motion Cousins; support Semifero that based upon the Planning Commission's recommendation, information received from the applicant and in conformance with Section 21.04(E)3 of the Village of Dexter Zoning Ordinance, the Village Council finds the Dexter Retail / Mixed Use Office combined site plan dated 8-13-09 meets the requirement to approve the combined site plan. In making this determination, the following additional condition shall apply: applicable concerns noted in the planning consultant, engineering consultant and DAFD reviews included in the September 14, 2009 Village Council packet.

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

Nays: None

Motion carries

3. Consideration of: Amendment of Zoning Ordinance, Section 20, Schedule of Regulations

Motion Tell; support Carson to adopt the proposed amendments to Article 20, Schedule of Regulations to add dimensional standard for the PP Public Park zoning designation because documentation has been provided by staff and the Village's planning consultant that the ordinance should provide standards for the regulation of the construction of structures, etc. within the PP district.

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

Nays: None

Motion carries

4. Discussion of: Potential Funding Opportunity for Mill Creek Park

Ms. Bishop reviewed the Sustain Our Great Lakes Program to restore, enhance and protect wetlands and asked for direction for selecting the appropriate grant within the parameters of \$250,000.

5. Discussion of: Town Hall Meeting

Ms. Nicholls announced that the post cards to Village residents went out today.

M. COUNCIL COMMENTS

Semifero	Encouraged a re-look at Police Services
Fisher	Important for citizens in the community to be able to find out information on city hood and would like more detail on the Arts, Culture & Heritage Committee and how they work.
Smith	None
Jones	None
Cousins	Would like a re-look at the connector from the old Village to Meadowview – need to look connected and complete. Need to enter into a discussion with the Post Office to have a drive-up drop box. This Thursday and Friday there will be a special performance at The Encore Theatre for \$15. Thursday evening is the Huron River Watershed Council's fund raiser and this year it is in Dexter.
Carson	None
Tell	None

N. NON-ARRANGED PARTICIPATION

Charles Van Heck of 437 Cambridge Drive, Dexter stated that in light of current economy, the Arts, Culture & Heritage Committee should look into getting donations Before asking for funding; referenced a situation in Dexter Crossings that Council may want to look into; and suggested that a future Town Hall meeting topic of Disaster Preparedness.

O. ADJOURNMENT

Motion Smith; support Cousins to adjourn at 10:07 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 Village Council	9/28/2009	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Planning	9/28/2009	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Dexter Area Historical Society	10/1/2009	7:30 p.m.	Dexter Area Historical Museum	http://www.hvcn.org/info/dextermuseum/	
Dexter Community Schools Board of Education	10/5/2009	7:00 p.m.	Creekside Intermediate School	http://web.dexter.k12.mi.us/	
Dexter District Library Board	10/5/2009	7:30 p.m.	Dexter District Library	http://www.dexter.lib.mi.us/	
Dexter Village Planning Commission	10/5/2009	7:30 p.m.	Senior Center	http://www.villageofdexter.org	Jim Carson
Dexter Village Arts, Culture & Heritage Commit	10/6/2009	7:00 p.m.	Senior Center	http://www.villageofdexter.org	Paul Cousins
Washtenaw County Road Commission	10/6/2009	1:00 p.m.	Road Commission Offices	http://www.wroads.org/	
Washtenaw Area Transportation Study- Technic	10/7/2009	9:30 a.m.	Road Commission Offices	http://www.miwats.org/	Rhett Gronewelt
Dexter Village Town Hall Meeting	10/7/2009	6:30 p.m.	Dexter District Library	http://www.villageofdexter.org	
Washtenaw County Board of Commissioners	10/7/2009	6:45 p.m.	Board Room, Admin Building	http://www.emashtenaw.org/government/boc/	
Dexter Village Council	10/12/2009	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Downtown Development Authority	10/12/2009	12:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Scio Township Planning	10/12/2009	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	

AGENDA 9-28-09
 ITEM I-1

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



AGENDA 9-28-09

ITEM I-2

2010/11 Budget Development

Executive Summary of Administrator's Recommendation

Phase 2

The current financial crisis in Washtenaw County is unparalleled in recent memory. With nearly 66% of County General Fund revenues being derived from property taxes, the recent decline in residential home values has led to a significant loss of revenues. Additionally, expenditure levels will continue to trend higher unless structural changes are made.

In February 2009, we identified a \$26 million structural deficit. As the economic situation evolved and new data became available, the deficit grew to \$30 million.

Washtenaw County Administration has worked diligently to find long-term, structural solutions to the 2010/11 budget deficit. Four major approaches to budget balancing were utilized: maximizing revenue growth, department identified expenditure reductions, employee compensation and benefit modifications, and major organizational changes. This framework became part of a multi-faceted approach used to generate budget balancing options.

Over \$14.4M in structural solutions were presented to the Board on June 3rd as Phase 1 of the 2010/11 budget development. This included \$4.3M in new revenue, \$6.7M in department reductions, \$1M in organizational changes and \$2.3M in non union employee salary and benefit changes. As part of the Employee Compensation & Benefits category, conversations with our labor partners began in order to determine what modifications to the existing labor contracts were possible, and what concessions would be made for the open contracts in 2011. As these conversations are on-going, the 2010/11 budget has assumed labor savings that are our target for these discussions.

Throughout the process, the organization and community were engaged to assist in establishing options. Many informational sessions were held with the Board of Commissioners providing an opportunity to gather input and incorporate into the recommended budget. Once chosen, options were prioritized, taking the following criteria into consideration: potential General Fund savings, impact on county staffing or full-time equivalents (FTE), community and service level impact, political feasibility and alignment with County's Guiding Principles.

Administration worked with departments to create ways to maximize revenue generation and help stabilize the long-term fiscal situation. We sought ways to reduce the cost of conducting the county's business and create a leaner, more efficient organization. We looked at our mandated and discretionary services to help us better understand what we must do, what we have chosen to do and the serviceability levels for how we do them. In an effort to minimize the impact of reductions on citizens, we will continue to collaborate with private, non-profit and public organizations.

For each option, a range of scenarios were developed and an analysis was performed to provide a snapshot of what the impact might look like. Heavy consideration was given as an attempt to preserve services and jobs. We sought to have an equitable process although funding decisions were made in a strategic manner rather than an across the board approach.

The recommendations outlined below, while less than desirable, are important to meet our legal mandate of producing a balanced budget and to assist with the long-term fiscal stability of the organization.

	Recommendation	Projected GF Savings 2010	Projected GF Savings 2011	Position (FTE) Loss
Administration	Elimination of 1.0 FTE Assistant to the Administrator for Public Safety & Justice	\$118K	\$118K	1.0
Act 88	Implementation of 0.040 mills (\$4.00 annual cost per taxpayer based on \$100K taxable value) that can be used for the following activities: <ul style="list-style-type: none"> • Ann Arbor SPARK \$200K • SPARK East \$50K • Eastern Leaders Group \$100K • 4H Activities \$60K • Horticulture \$27K • Agricultural Innovation \$15K • Food Systems Economic Partners \$15K • Heritage Tourism \$50K • Director of Economic Dev & Energy \$87K 	\$603K	\$603K	0.0
Building Inspection	Maintain program with new fees and collaboration with ETCS for Weatherization Inspections. Eliminate Mechanical Inspector and Customer Service Specialist position. No general funds are projected to be needed, with a potential for surplus. Any surplus that does materialize will be allocated to repay previous allocations from capital reserves.	\$285K (previously allocated from capital reserves)	\$285K (previously allocated from capital reserves)	2.0 (plus other vacant positions)
Mental Health	Reduce General Fund support except required local match for Project Outreach (PORT) and Justice Project Outreach (JPORT) for remaining support of \$432K. WCHO and CSTS will maintain most programming through reprioritization and maximizing outside revenue. WCHO Board will decide on approach for vocational services and may choose to contract with a different provider. County also needs to provide funding for mental health services in jail (\$185K).	\$2.4M	\$2.4M	6.75 to 73.25 (depending on WCHO decision on vocational services)
MSU Extension	Secure services through ACT 88 where eligible. Increase fees to minimize General Fund costs.	\$132K (\$102K ACT 88)	\$132K (\$102K ACT 88)	0.0
Public Health/MOE	Reduce General Fund support by \$200K through use of outside revenue; increase support by \$40K for General Fund to cover Health Improvement Plan (HIP)	\$160K	\$160K	0.0

Strategic Planning	Eliminate current department and re-create with new business plan and focus on Economic Development and Energy. Maximize outside revenues including grants and ACT 88.	\$600K (\$137K Act 88 also included above)	\$600K (\$137K Act 88 also included above)	3.0, plus revenue generation supporting positions
Support Services	Eliminate positions, predominately through vacancies and retirements. Maximize revenues through Register of Deeds Technology Fund and City of Ann Arbor Information Technology Collaboration.	\$602K	\$750K	5.6
Head Start	Reduce general fund support by lump sum amount of \$167 with details to be identified. Do not expect loss of positions or significant service impact.	\$167K	\$167K	0.0
Outside Agencies	20% reduction in 2010 and additional 20% reduction in 2011 for total of 40% reduction by 2011 for all Human Services allocations	\$392K (included in Phase 1 but not adopted)	\$731K	0.0
Professional Development	Focus on internal leadership academy courses. Pursue collaborations and sole source vendor to minimize costs but retain commitment to employee development. Elimination of position (due to retirement) included above under Support Services.	\$96K (Included above in Support Services)	\$96K (Included above in Support Services)	1.0 (Included above in Support Services)
Sheriff Corrections	Conversations with the Sheriff are ongoing at this time to determine the necessary position and budget modifications associated with the jail expansion.	TBD	TBD	TBD
Special Initiatives	Eliminate \$150K for WALLY North South Commuter Rail Reduce ELG from \$300K to \$100K, fund in ACT 88 Fund SPARK and Eastern County Incubator in ACT 88 Reduce Housing Contingency from \$160K to \$110K Reduce Supportive Housing from \$250K to \$150K	\$850K (\$350K Act 88 also included above; portion in Phase 1)	\$850K (\$350K Act 88 also included above; portion in Phase 1)	0.0
Further Reductions in Serviceability	Trial Court – Lump Sum Reduction of \$800K in 2010 and an additional \$450K in 2011 for total \$1.25M Prosecuting Attorney – Elimination of 1.0 FTE Senior Assistant Prosecuting Attorney for total savings of \$47K Clerk – Elimination of 2.0 FTE Chief Deputy and Record Management Specialist for total savings of \$150K Treasurer - \$200K annual from property foreclosure and increase in Accommodation Tax Revenue (\$60K)	\$1.25M	\$1.7M	3.0 plus potential changes in Trial Court
	TOTAL PHASE 2 BUDGET SOLUTIONS IDENTIFIED <i>*please note this does not equal a sum of the items shown above as it nets out any double counting, items included in Phase 1 and savings not realized in the GF</i>	\$6.18M	\$7.12M	21.35 to 87.85

Budget Status

	2010	2011
PROJECTED GENERAL FUND BUDGET DEFICIT FOR PHASE 2	(\$5.6M)	(\$16.4M)
TOTAL PHASE 2 BUDGET SOLUTIONS IDENTIFIED	\$6.18M	\$7.12M
Revised WCERS Actuary Calculation	\$1M	\$0M
Assumed Labor Savings from Unions	\$3.5M	\$5M
Projected GF Budget Surplus / (Deficit)	\$5.08M	(\$4.28M)
Carry forward of Projected Surplus	(\$4.28M)	\$4.28M
Net Projected GF Budget Surplus / (Deficit)	\$800K	\$0

Note: The final recommended budget will differ from the amounts shown above. Line item development will ensure no double-counting, alignment with Phase 1 recommendations, updated Cost Allocation Plan and other increases in line items determined necessary in base budget discussions.

AGENDA 9-28-09
ITEM I-3

Donna Dettling

From: Donna Dettling
Sent: Thursday, September 17, 2009 12:28 PM
To: 'skeough@wadetrim.com'; Carol Jones (Dextercofc@aol.com); Donna L. Fisher (fisherd@dexterschools.org); James Carson (jcarson@aiserv.net); James D. Smith (jdsmith@umich.edu); Joe Semifero (jrsemifero@yahoo.com); Paul Cousins (millpond89@comcast.net); Ray Tell (ellistell@aol.com)
Subject: Comcast Follow-up
Contacts: Shawn Keough

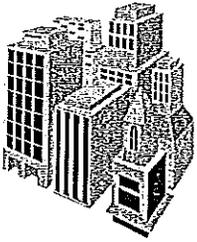
Council,

As a follow-up from Monday night's meeting, Fred Eaton provided the following update regarding the Weather Channel. DTA is Digital Transmitter Adaptor.

The Weather Channel on Ch 30 will be included in the basic package and comes with the DTA. The local Weather Scan on Ch 101 is part of the Digital lineup one step up from basic package and is not included on basic (and never has been).

Fred Eaton
Government Affairs Manager
Comcast Michigan Region
734-254-1888

Donna Dettling
734-426-8303 x11



CHELSEA AREA CONSTRUCTION AGENCY
CODE ENFORCEMENT
 12172 Jackson Road
 Dexter, Michigan 48130
 (734) 475-4420 FAX (734) 475-4409

AGENDA 9-28-09

ITEM

MEMBERS
 City of Chelsea
 TOWNSHIPS OF:
 Dexter
 Lima
 Lyndon
 Sylvan
 Sharon

I-4

September 8, 2009

Dexter Village
 President and Council Members
 8140 Main St.
 Dexter, MI 48130

Received 9/10/09

Dear President Keough,

Recent news releases have indicated that Washtenaw County Government is strongly considering the elimination of their Building Inspection Department. Should this happen, building inspections could go to the State of Michigan which is suffering the same economic fate as the County. This could mean a severe reduction of inspection services to your constituents and the contractors that serve them.

As you know, the Chelsea Area Construction Agency has been in operation since 2000, serving the Townships of Lima, Lyndon, Dexter, Sharon, Sylvan and the City of Chelsea. We have provided prompt, courteous and professional building inspection, mechanical, electrical and plumbing inspections as well as plan review since our inception. Our Agency has received the Outstanding Building Department and the Outstanding Governmental Agency Awards from the Washtenaw County Home Builders Association in recognition of our efforts to provide the best service possible to our residents and business owners.

The Construction Agency Board has asked me to extend to you an invitation to join our Agency either as a member governmental unit or as a contracting unit. R. Bruce Connell, our Building Official, is willing to work with you to assist your municipality in dealing with the State in establishing a building department, adopting the State Building Codes and further assist you in establishing the Chelsea Area Construction Agency as your Code Enforcement Agency. This process is not costly but is time consuming, therefore, it would be advantageous to begin as soon as possible.

We certainly hope to hear from you in the very near future and Bruce Connell is willing to meet with you at anytime to discuss the procedures and our program. You can contact him at 734-475-4420. Thank you in advance for your consideration.

Sincerely,

James L. Drolett, Chair
 Chelsea Area Construction Agency Board



Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Report
Date: September 28, 2009

General

Communication – In an effort to keep Council more informed about the activities of the Planning Commission, Parks and Recreation Commission, Tree Board or ZBA, I will provide copies of reports from meeting packets when available. I will also email agendas when available. Please remember to contact me or the ex officio for specific questions or comments related to information and please check the website for minutes of meetings.

MAP Conference – I will be out of the office October 1st and 2nd at the Michigan Association of Planning Conference.

URS/County Public Meeting – October 20th has been selected as the date that URS and the County will host a meeting to present the Westside Connector Feasibility Study to the public. The meeting will be at the Dexter Library from 6:30-9 pm in the meeting room. Please do not forget about the meeting scheduled for Village Boards and Commissions on September 24th at the Library from 6:30-9.

Planning Commission Meeting Cancelled – The October Planning Commission meeting has been cancelled by the Chair due to lack of business. The Commission will reconvene at the regularly scheduled November meeting.

Parks and Recreation Commission

Vacancy – Kim Covert has submitted a tentative resignation letter effective as soon as her position on the PaRC can be filled. Vacancy notices have been posted in regular posting locations, Dexter Leader and Email Update, in an effort to reach out to interested citizens. To date two applications have been received.

MNRTF Additional Info Submitted – Additional information was submitted to the MNRTF Grant Administrator in an effort to receive more points on the Village Mill Creek Park MNRTF application. Staff recommendations are due to November and the MNRTF Board takes action in December. The Village should have a pretty good idea of whether or not we received funding in November.

Mill Creek Park Design and Development – The PaRC will review a preliminary scope of work from JJR/ECT to start design development work and other preliminary funding needs in October and based on the project timeline prepared in anticipation of grant funding and a spring construction start. A recommendation will be provided to Council following PaRC review.

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



VILLAGE OF DEXTER
PARKS AND RECREATION COMMISSION

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

MEMORANDUM

✓ TO: Parks and Recreation Commission
FROM: Allison Bishop, AICP, Community Development Manager
RE: Report
DATE: September 14, 2009

Grant Funding Update— A potential funding opportunity has become available from the Sustain Our Great Lakes Program that could help with additional funding for the development of the Mill Creek Park. Village Council will take action on committing matching funds for the grant application and determine what project they would like to pursue at their meeting on the 14th. I will provide an update at the meeting.

MNRTF Update — The Village has received the preliminary evaluation score sheet from the MNRTF Grant review. The Village's application has scored well and is one of the top scoring applications for the region. MNRTF staff makes their final recommendations to the MNRTF Board in November and final awards are approved in December. We should have a good idea of whether or not we will be funded by November. At the October PaRC meeting I hope to have a scope from JJR/ECT for the PaRC's review and recommendation to Council in October or November so that design and engineering can start as soon as we are notified of funding.

DDA Jeffords Street / Main Street Plaza Plan —The project is slated to start the week of the 14th. ET McKenzie was awarded the bid for approximately \$315,000. The project cost was substantially less than the cost projection therefore there are additional funds that the DDA has been asked to commit to the development of the Mill Creek Park, specifically element 3A and the mass grading. The project should be substantially complete within 90 days with final aesthetic improvements (i.e. benches, etc.) to be completed spring 2010.

DDA Commitment to Mill Creek Park — On September 10th the DDA will take action on a resolution committing up to \$150,000 to the Mill Creek Park development, specifically element 3A (ADA access to under the bridge) and the projects mass grading. I will provide an update on the DDA's action at the meeting.

Washtenaw County Connecting Communities Initiative (CCI) — The PaRC's recommendation to submit an application for the CCI for the Mill Creek Park element 3A was forwarded to Council and will be acted on Monday, September 14th. I will provide PaRC with an update at the meeting.

Community Park Fence Install — The fence was installed the days following the PaRC's August meeting. I have already received positive comments on the changes.

Mill Creek Park Equipment Selection —Please discuss the status of the PaRC's review of the brochures that I provided at the last meeting. There is no rush for a decision; however I wanted the PaRC to start thinking about selections.

Annual Bylaw Review — At the August meeting the PaRC discussed amendments to the bylaws, specifically removing the term limitations. Per the bylaws action must be taken at the following meeting, therefore the revised bylaws have been included in your packet for approval.

U of M Student Project – Included in your packet is information compiled by the U of M Students from the Interpretive Sign Visioning Session. The students hope to attend the meeting to introduce themselves and discuss their plans, goals and timelines. I have also included an email chain that should provide you with some background of what the students hope to accomplish. The students plan to attend meetings over the next few months as they gather feedback and input on potential options for interpretive signage throughout the Mill Creek Park.

Community Park Grading and Landscaping Improvement – Per the budget recommendations made by the PaRC and as approved by Council, funding was budgeted to make grading improvements to the entrance and around the gazebo at Community Park. Bids were requested from 7 contractors and the Village received 3 bids (one additional bid was late therefore not accepted). The following is the bid results:

Milligan's Landscaping -	\$5,100
Country Lane -	\$7,065
Yard Master -	\$10,825
John Kelly – LATE	\$6,200

The PaRC authorized Milligan's Landscaping to complete the improvements to Community Park in an amount not to exceed \$5,100.

Parks and Recreation Millage/Funding – Based on the PaRC discussion at the last meeting on funding sources, how to obtain funding and how to continue to provide quality park and recreation amenities to Village residents and in accordance with the goals and objectives of the Parks and Recreation Master Plan (Goal 5B) I have completed some preliminary research on millages, the process, required commitment, and funding that would be generated if the Village were to pursue a Parks and Recreation Millage request. Please note that the information is being presented as information only and that the PaRC would be advised to discuss any potential action or recommendations with the Village Council prior to proceeding.

Park Use Permit Fee – Several years ago the PaRC considered a fee for the use/reservation of the Village's park and gazebo facilities. At the time the PaRC decided to suggest a donation, but not require a fee. Based on the increasing use/reservation of the Village's facilities the PaRC may want to consider establishing a required fee. In accordance with the Parks and Recreation Master Plan (Goal 5B) and to cover the costs for administration of permits, posting, copying and use of electricity it is recommended that the PaRC consider a fee of \$50 for the use of the park facilities. If this is something that the PaRC would like to discuss further no action is necessary immediately, however a recommendation for a fee must go before Council for adoption prior to implementation. A copy of the current permit is included for your reference. Fees are required for non Village residents at this time, however since the implementation of the permit all requests have been made by Village residents (users or not). **PaRC moved to recommend a \$25 fee be implemented.**

Please feel free to contact me prior to the meeting if you have questions.

Thank you.

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org
Phone (734)426-8303 ext 11 Fax (734)426-5614

MEMO

To: President Keough and Council Members
From: Douna Dettling, Village Manager
Date: September 28, 2009
Re: Village Manager Report

1. Meeting Review:
 - September 14th Veoli Environmental Services
 - September 15th Tom Colis EDC Funding Options
 - September 15th Elastizell
 - September 15th Dexter Research
 - September 16th Joint Meeting with School
 - September 24th Border-to-Border Joint Meeting
2. Upcoming Meeting Review:
 - September 25th – OHM Project Updates
 - September 25th – Final Forest/Alley Project Update Meeting
 - September 25th – Progress Update Meeting – Jeffords/Plaza Project
 - September 29th – All Seasons Gutter
 - September 29th – Cindy Glahn – Real Estate One
 - September 29th – Busch's
 - October 1st – Chelsea State Bank
 - October 7th – Town Hall Meeting
3. Economic Development Corporation "EDC" Funding Options Update: Tom Colis our Bond Counsel from Miller Canfield updated staff on the use of Industrial Development Revenue Bonds to assist Businesses in Dexter. An EDC functions as the conduit for these Bonds, but does not pledge its Bond capacity, rating or revenue in the process. The Village's EDC last met in late 1990's, but was never dissolved. The EDC could be reactivated to oversee activities in securing tax-exempt bonds to finance local manufacturing and non-profit needs. However, finding a Bank to participate remains a hurdle. Until the lending market relaxes this tool is not a viable option.
4. State Grant Fluoridation Equipment. The Village received a grant in reimbursement for Fluoridation Equipment in the amount of \$23,588.33 on September 11, 2009. We have received the grant documents for 2010 and will submit another grant for any additional fluoridation equipment we will need to complete the project. The Grant application is due February 2010.
5. Forest/Alley Project. The power conversion on Wednesday, September 23 was completed successfully. Final paving should occur (weather permitting) the week of September 27.
6. SRE. Our State Revolving Fund loan officially closed on September 21, 2009. The sewer lining will be beginning this week and is expected to be complete by mid November. A pre-construction meeting for the Equalization Basin will be held in early October.
7. DWRF. Attached is the milestone schedule for our Drinking Water Revolving Fund loan. Bid documents will be available October 23 and Council will be asked to award the bid at their November 23 meeting.
8. Project Timeline. Included in your packet envelope is an updated copy of the Village of Dexter Project List.

Dexter 2010 DWRF Water System Improvements

OHM Job # 0130-08-0080

DWRF Proj Nos. 7293-01 and 7294-01

Bid Schedule

Based on Approved DWRF Milestone Schedule for 1st Qtr Loan, Closing 1/22/10. The bold dates correspond to the DWRF schedule

Send Ad to MITA for publication	10/23
MDEQ Part II, Permit, Plans/Specs, \$ user charge system approval	10/26
Plan Pick-up (1:00 PM) from OHM	10/27
Pre-Bid Meeting (1:00 PM) at Village DPW, then tour sites	11/4
Bid Opening (2:00 PM) Villages Offices	11/13
OHM Recommendation Letter to Council	11/17
Village Council Resolution & Tentative Award of Contract	11/23
Resolution due to MDEQ	11/30
Part II of Application	12/07

Hello Residents and Council Members,

Here is a written update of my activities over the past couple of weeks and some things on my calendar looking ahead:

Activities since the September 14, 2009 Village Council Meeting include:

September 16, 2009 - Joint Work Session with Dexter Community Schools to discuss Baker Road Crossing Study, Campus Connectivity, & Walkability Tools.

September 21, 2009 - CAPT/DART Meeting (Please note that Jim Carson, Paul Cousins and Donna Fisher also attended) - We reviewed a draft of a First Steps Report for a Potential Access Plan prepared by Partnerships for Change - Sustainable Communities. A copy of this report was distributed in your packet envelopes.

September 23, 2009 - The Village hosted the initial meeting to discuss the potential for regional fire department expansion in Western Washtenaw County. Representatives from City of Chelsea, Chelsea Area Fire Authority, Dexter Twp, Lima Twp, Scio Twp, Village of Dexter and Webster Twp all were in attendance. I have attached a copy of the meeting agenda to my report and will provide a more descriptive update at the meeting. Please note that the group is interested in using a facilitator during the discussions. Thus New Business Item L - 6 on the agenda is a request for a small allowance to help cover this cost which will be shared by 4 communities.

September 24, 2009 - County/URS Trail Presentation for Connectivity Options of Trails over Mill Creek and/or under the Railroad

September 28, 2009 - Village Council Meeting

Future activities:

DAPCO Redevelopment Team - The Downtown Development Authority is forming a team to look at and make recommendations for the Redevelopment of the DAPCO property along Mill Creek between Forest and Grand. I have been asked to appoint one planning commissioner, one parks commissioner and 2 council members to participate on this team. I will be speaking with the Ex Officio's for the Parks and Planning Commissions about how to best select/find a representative from those two boards and am interested in knowing if there are any Council members interested in participating on this team. The DDA will have 4 members on the team.

October 7, 2009 - Town Hall Meeting - the Main Topic is Walkability (along with any other general questions)

October 12, 2009 - Village Council Meeting

October 15, 2009 - Downtown Development Authority Meeting - note that this is the first meeting at the new time of 7:30 a.m.

October 21, 2009 - Regional Fire Department Meeting at Dexter District Library at 3:30 p.m

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)

Regional Fire Department Discussion
September 23, 2009
Proposed Meeting Agenda

1. Greetings and Introductions
2. Who is interested in participating?
3. Who wants to observe the process?
4. What is our regional or individual goal in proceeding with this discussion?
5. Discussion of how to proceed
 - a. Who should be involved in the discussion?
 - b. How often would we like to meet?
 - c. Do we need or want a facilitator?
6. Next Meeting
7. Other

AGENDA 9-28-09

ITEM K-1

SUMMARY OF BILLS AND PAYROLL

28-Sep-09

Payroll Check Register	09/23/09	\$33,083.50	Bi-weekly payroll processing
Account Payable Check Register	09/23/09	\$222,436.45	
		\$255,519.95	TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS

Summary Items from Bills & Payroll	Amount	Comments
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**ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS
DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED**

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

VENDOR APPROVAL SUMMARY REPORT

Date: 09/24/2009

Time: 10:49am

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	MOUSE	6.75	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	DEPOSIT FEE REFUND	1,125.00	0.00
ARBOR CARE TREE SURGEONS	ARBOR CARE	3RD STREET	150.00	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	1 5 GAL SPRING WATER	5.75	0.00
AT&T	AT&T	734 424-1425 243 0	1,289.86	0.00
BLUE CARE NETWORK OF MICHIGAN	BLUE CARE	COVERAGE PERIOD 10/1-10/31	15,567.97	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	DEXTER PHARMACY DEV. REIVIEW	612.50	0.00
CHAMPION WATER TREATMENT	CHAMPION W	WATER	24.25	0.00
CHOICEPOINT SERVICES	CHOICEPOIN	CLINIC COLLECTION	4.00	0.00
COACHS CATASTROPHE CLEANING	COACHS CA	CLEAN UP-DEXTER DOG GROOMING	100.00	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	GAS	828.77	0.00
CTI AND ASSOCIATES, INC	CTI	STREET RESURFACING	511.00	0.00
DENTAL NETWORK OF AMERICA	DENTAL NET	AIKEN & VIEBAHN	233.40	0.00
DEXTER MILL	DEX MILL	STRAW	3.50	0.00
DEXTER SENIOR CITIZENS CENTER	DEX SENIOR	RENT FOR AUGUST AND SEPTEMBER	500.00	0.00
DEXTER VILLAGE	DEXVIL	DPW WATER BILL	1,570.38	0.00
DTE ENERGY	DET EDISON	BALANCE OF AUGUST BILLS	2,792.00	0.00
DTE ENERGY-STREET LIGHTING	DTE ENERGY	STREET LIGHTING	5,382.43	0.00
GADALETO, RAMSBY & ASSOCIATES	FORT-GAD	BILLING PERIOD 10/1-11/1/09	527.86	0.00
HERITAGE NEWSPAPERS	HERITAGE N	LEGALS	76.50	0.00
JEFFREY BURSTEIN, D.D.S.	BURNSTEIN	MARIE SHERRY	200.75	0.00
KEMIRA WATER SOLUTIONS INC	KEMIRA	CHLORIDE SOLUTION	3,830.26	0.00
LOWE'S BUSINESS ACCOUNT	LOWE S	SUPPLIES	117.24	0.00
MARY ANN SIMPKINS	SIMPKINS	FAMERS MARKET CRAFTS	13.87	0.00
MICHIGAN PIPE & VALVE, INC.	MI PIPE	4-12 EJIW BR HYD EXT 8 HOLE	1,865.43	0.00
MIDWESTERN CONSULTING	MIDWEST	TREE INVENTORY DATABASE	1,082.40	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	08/07/09-09/06/09	430.14	0.00
NORFOLK SOUTHERN CORPORATION	NOR S CORP	LEASE OF PROPERTY	250.00	0.00
NORTH CENTRAL LABORATORIES	NCL	CHEMICALS	111.38	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	SEPTEMBER INVOICES + August Invoices	121,281.50	0.00
RICOH AMERICAS CORPORATION	RICOH AMER	B&W AND COLOR COPIES	632.44	0.00
S.F. STRONG	SF STRONG	FINISH AND GUSSET LINERS 100PK	214.46	0.00
MARIE A. SHERRY	SHERRY/MA	EXPENSE REPORT	302.13	0.00
SIGNS IN 1 DAY	SIGNS	SIGN FOR COUNCIL / Banner change	108.00	0.00
SYNAGRO CENTRAL	SYNAGRO	LIQ-DEXTER, FUEL SURCHG, DIGEST	7,094.91	0.00
TRUCK & TRAILER SPECIALTIES	TRUCK & TR	STROBE FLASH AMBER/JUNCTION BO	48,075.65	0.00
TYLER TECHNOLOGIES	TYLER	CASH REC'T RIBBONS	13.98	0.00
WESTERN-WASH. AREA VALUE EXPR.	CATS	QUARTERLY OCT/NOV/DEC	5,499.99	0.00
Grand Total:			222,436.45	0.00

INVOICE APPROVAL LIST BY FUND

Date: 09/24/2009
 Time: 10:50am
 Page: 1

Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Village Council						
101-101.000-901.000	Printing &	SIGNS IN 1 DAY	0		09/22/2009	44.00
		CHANGE OF BANNER WORDING				
101-101.000-943.000	Council Ch	DEXTER SENIOR CITIZENS CENTER	0		09/22/2009	400.00
		RENT FOR AUGUST AND SEPTEMBER				
101-101.000-956.000	Council Di	SIGNS IN 1 DAY	0		09/22/2009	64.00
		SIGN FOR COUNCIL		18334		
						508.00
Total Village Council						
Dept: Village Manager						
101-172.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		09/22/2009	1,835.87
		COVERAGE PERIOD 10/1-10/31		92540002409		
101-172.000-721.000	Health & L	DENTAL NETWORK OF AMERICA	0		09/22/2009	116.70
		AIKEN & VIEBAHN				
101-172.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		09/22/2009	127.93
		BILLING PERIOD 10/1-11/1/09				
101-172.000-802.000	Profession	ORCHARD, HILTZ & MCCLIMENT INC	0		09/22/2009	1,000.00
		AUGUST INVOICES				
101-172.000-977.000	Equipament	ABSOLUTE COMPUTER SERVICES	0		09/22/2009	6.75
		MOUSE		154		
						3,087.25
Total Village Manager						
Dept: Village Clerk						
101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS	0		09/22/2009	76.50
		LEGALS		1977113		
						76.50
Total Village Clerk						
Dept: Village Treasurer						
101-253.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		09/22/2009	1,327.25
		COVERAGE PERIOD 10/1-10/31		92540002409		
101-253.000-721.000	Health & L	JEFFREY BURSTEIN, D.D.S.	0		09/22/2009	200.75
		MARIE SHERRY		36731		
101-253.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		09/22/2009	37.30
		BILLING PERIOD 10/1-11/1/09				
101-253.000-861.000	Travel & M	MARIE A. SHERRY	0		09/24/2009	302.13
		EXPENSE REPORT				
						1,867.43
Total Village Treasurer						
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO.INC	0		09/22/2009	5.75
		1 5 GAL SPRING WATER		1142330		
101-265.000-727.000	Office Sup	TYLER TECHNOLOGIES	0		09/22/2009	13.98
		CASH REC'T RIBBONS		12259		
101-265.000-920.000	Utilities	DTE ENERGY	0		09/22/2009	140.00
		BALANCE OF AUGUST BILLS				
101-265.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		09/22/2009	107.54
		08/07/09-09/06/09		593543512-090		
101-265.000-936.000	Equip Serv	RICOH AMERICAS CORPORATION	0		09/22/2009	632.44
		B&W AND COLOR COPIES		406616002		
						899.71
Total Buildings & Grounds						
Dept: Village Tree Program						
101-285.000-803.000	Contracted	ARBOR CARE TREE SURGEONS	0		09/22/2009	150.00
		3RD STREET				
101-285.000-803.000	Contracted	MIDWESTERN CONSULTING	0		09/22/2009	1,082.40
		TREE INVENTORY DATABASE		3088A-67		
						1,232.40
Total Village Tree Program						
Dept: Planning Department						
101-400.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		09/22/2009	1,327.25
		COVERAGE PERIOD 10/1-10/31		92540002409		
101-400.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		09/22/2009	36.54
		BILLING PERIOD 10/1-11/1/09				
						1,363.79
Total Planning Department						
Dept: Department of Public Works						
101-441.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		09/22/2009	822.90
		COVERAGE PERIOD 10/1-10/31		92540002409		
101-441.000-721.000	Health & L	DENTAL NETWORK OF AMERICA	0		09/22/2009	116.70
		AIKEN & VIEBAHN				
101-441.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		09/22/2009	38.81
		BILLING PERIOD 10/1-11/1/09				

INVOICE APPROVAL LIST BY FUND

Date: 09/24/2009
 Time: 10:50am
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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund							
Dept: Department of Public Works							
101-441.000-740.000	Operating		CHOICEPOINT SERVICES	0		09/22/2009	4.00
			CLINIC COLLECTION		331381		
101-441.000-740.000	Operating		CHAMPION WATER TREATMENT	0		09/22/2009	15.75
			WATER AND CUPS		44197		
101-441.000-740.000	Operating		S.F. STRONG	0		09/22/2009	26.30
			FINISH AND GUSSET LINERS 100PK		170989-00		
101-441.000-751.000	Gasoline &		CORRIGAN OIL COMPANY	0		09/22/2009	185.02
			GAS		5359190		
101-441.000-802.000	Profession		CTI AND ASSOCIATES, INC	0		09/22/2009	511.00
			STREET RESURFACING		36066		
101-441.000-920.000	Utilities		DEXTER VILLAGE	0		09/22/2009	52.32
			DPW WATER BILL				
101-441.000-920.001	Telephones		NEXTEL COMMUNICATIONS	0		09/22/2009	134.42
			08/07/09-09/06/09		593543512-090		
Total Department of Public Works							1,907.22
Dept: Downtown Public Works							
101-442.000-730.000	Farmers Ma		MARY ANN SIMPKINS	0		09/22/2009	13.87
			FAMERS MARKET CRAFTS		206407		
101-442.000-740.000	Operating		S.F. STRONG	0		09/22/2009	188.16
			FINISH AND GUSSET LINERS 100PK		170989-00		
101-442.000-802.000	Profession		DEXTER SENIOR CITIZENS CENTER	0		09/22/2009	100.00
			RENT FOR AUGUST AND SEPTEMBER				
101-442.000-920.000	Utilities		DTE ENERGY	0		09/22/2009	298.00
			BALANCE OF AUGUST BILLS				
Total Downtown Public Works							600.03
Dept: Engineering							
101-447.000-830.000	Engineerin		ORCHARD, HILTZ & MCCLIMENT INC	0		09/22/2009	768.25
			AUGUST INVOICES				
101-447.000-830.000	Engineerin		ORCHARD, HILTZ & MCCLIMENT INC	0		09/22/2009	577.50
			SEPTEMBER INVOICES				
Total Engineering							1,345.75
Dept: Municipal Street Lights							
101-448.000-920.003	St Lights		DTE ENERGY-STREET LIGHTING	0		09/22/2009	5,382.43
			STREET LIGHTING				
Total Municipal Street Lights							5,382.43
Dept: Parks & Recreation							
101-751.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		09/22/2009	132.73
			COVERAGE PERIOD 10/1-10/31		92540002409		
101-751.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES	0		09/22/2009	6.26
			BILLING PERIOD 10/1-11/1/09				
101-751.000-970.000	Capital Im		ORCHARD, HILTZ & MCCLIMENT INC	0		09/22/2009	1,350.00
			AUGUST INVOICES				
Total Parks & Recreation							1,488.99
Dept: Insurance & Bonds							
101-851.000-721.001	Retiree He		BLUE CARE NETWORK OF MICHIGAN	0		09/22/2009	2,302.67
			COVERAGE PERIOD 10/1-10/31		92540002409		
Total Insurance & Bonds							2,302.67
Dept: Contributions							
101-875.000-965.001	CATS		WESTERN-WASH. AREA VALUE EXPR.	0		09/22/2009	3,000.00
			QUARTERLY OCT/NOV/DEC				
101-875.000-965.004	WAVE		WESTERN-WASH. AREA VALUE EXPR.	0		09/22/2009	2,499.99
			QUARTERLY OCT/NOV/DEC				
Total Contributions							5,499.99
Fund Total							27,562.16
Fund: Major Streets Fund							
Dept: Contracted Road Construction							
202-451.000-974.000	CIP Capita		ORCHARD, HILTZ & MCCLIMENT INC	0		09/22/2009	2,985.00
			SEPTEMBER INVOICES				
Total Contracted Road Construction							2,985.00
Dept: Routine Maintenance							

INVOICE APPROVAL LIST BY FUND

Date: 09/24/2009
 Time: 10:50am
 Page: 3

Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: Major Streets Fund							
Dept: Routine Maintenance							
202-463.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 10/1-10/31	0	92540002409	09/22/2009	690.17
202-463.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 10/1-11/1/09	0		09/22/2009	32.55
202-463.000-740.000	Operating		LOWE'S BUSINESS ACCOUNT SUPPLIES	0		09/22/2009	36.60
202-463.000-803.002	Pavement M		ORCHARD, HILTZ & MCCLIMENT INC AUGUST INVOICES	0		09/22/2009	2,126.75
202-463.000-803.002	Pavement M		ORCHARD, HILTZ & MCCLIMENT INC SEPTEMBER INVOICES	0		09/22/2009	4,813.25
202-463.000-803.002	Pavement M		ORCHARD, HILTZ & MCCLIMENT INC SEPTEMBER INVOICES	0		09/22/2009	4,813.25
Total Routine Maintenance							12,512.57
Dept: Traffic Services							
202-474.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 10/1-10/31	0	92540002409	09/22/2009	212.36
202-474.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 10/1-11/1/09	0		09/22/2009	10.02
Total Traffic Services							222.38
Dept: Winter Maintenance							
202-478.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 10/1-10/31	0	92540002409	09/22/2009	424.72
202-478.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 10/1-11/1/09	0		09/22/2009	20.03
Total Winter Maintenance							444.75
Fund Total							16,164.70
Fund: Local Streets Fund							
Dept: Contracted Road Construction							
203-451.000-803.000	Contracted		ORCHARD, HILTZ & MCCLIMENT INC AUGUST INVOICES	0		09/22/2009	300.00
203-451.000-970.000	Capital Im		ORCHARD, HILTZ & MCCLIMENT INC AUGUST INVOICES	0		09/22/2009	2,532.25
203-451.000-970.000	Capital Im		ORCHARD, HILTZ & MCCLIMENT INC SEPTEMBER INVOICES	0		09/22/2009	642.00
Total Contracted Road Construction							3,474.25
Dept: Routine Maintenance							
203-463.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 10/1-10/31	0	92540002409	09/22/2009	212.36
203-463.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 10/1-11/1/09	0		09/22/2009	10.02
203-463.000-803.002	Pavement M		ORCHARD, HILTZ & MCCLIMENT INC AUGUST INVOICES	0		09/22/2009	2,126.75
Total Routine Maintenance							2,349.13
Dept: Traffic Services							
203-474.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 10/1-10/31	0	92540002409	09/22/2009	53.09
203-474.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 10/1-11/1/09	0		09/22/2009	2.50
Total Traffic Services							55.59
Dept: Winter Maintenance							
203-478.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 10/1-10/31	0	92540002409	09/22/2009	106.18
203-478.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 10/1-11/1/09	0		09/22/2009	5.01
Total Winter Maintenance							111.19
Fund Total							5,990.16
Fund: Equipment Replacement Fund							
Dept: Department of Public Works							
402-441.000-939.000	Vehicle Ma		TRUCK & TRAILER SPECIALTIES FITTING OF NEW TRUCK	0	C26442	09/22/2009	47,891.00

INVOICE APPROVAL LIST BY FUND

Date: 09/24/2009
 Time: 10:50am
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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: Equipment Replacement Fund							
Dept: Department of Public Works							
402-441.000-939.000	Vehicle Ma		TRUCK & TRAILER SPECIALTIES STROBE FLASH AMBER/JUNCTION BO	0	C26443	09/22/2009	184.65
Total Department of Public Works							48,075.65
Fund Total							48,075.65
Fund: Sewer Enterprise Fund							
Dept: Sewer Utilities Department							
590-548.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 10/1-10/31	0	92540002409	09/22/2009	4,896.34
590-548.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 10/1-11/1/09	0		09/22/2009	120.53
590-548.000-740.000	Operating		CHAMPION WATER TREATMENT WATER	0	44390	09/22/2009	8.50
590-548.000-740.000	Operating		DEXTER MILL STRAW	0	33363	09/22/2009	3.50
590-548.000-742.000	Chem Plant		ALEXANDER CHEMICAL CORPORATION CHEMICALS	0	421449	09/22/2009	1,325.00
590-548.000-742.000	Chem Plant		ALEXANDER CHEMICAL CORPORATION DEPOSIT FEE REFUND	0	421450	09/22/2009	-200.00
590-548.000-743.000	Chem Lab		NORTH CENTRAL LABORATORIES CHEMICALS	0	259238	09/22/2009	111.38
590-548.000-751.000	Gasoline &		CORRIGAN OIL COMPANY GAS	0	5359190	09/22/2009	643.75
590-548.000-802.000	Profession		KEMIRA WATER SOLUTIONS INC CHLORIDE SOLUTION	0	9017076311	09/22/2009	3,830.26
590-548.000-802.000	Profession		NORFOLK SOUTHERN CORPORATION LEASE OF PROPERTY	0	9909011887	09/22/2009	250.00
590-548.000-802.000	Profession		SYNAGRO CENTRAL LIQ-DEXTER, FUEL SURCHG, DIGEST	0	30427	09/22/2009	7,094.91
590-548.000-920.000	Utilities		DEXTER VILLAGE WWTP WATER BILL	0		09/22/2009	1,518.06
590-548.000-920.001	Telephones		AT&T 734 424-1425 243 0	0		09/22/2009	43.39
590-548.000-920.001	Telephones		AT&T 734 426-4572 813 0	0		09/22/2009	822.67
590-548.000-920.001	Telephones		NEXTEL COMMUNICATIONS 08/07/09-09/06/09	0	593543512-090	09/22/2009	107.54
Total Sewer Utilities Department							20,575.83
Dept: Capital Improvements CIP							
590-901.000-974.000	CIP Capita		COACHS CATASTROPHE CLEANING CLEAN UP-DEXTER DOG GROOMING	0	27323	09/22/2009	100.00
590-901.000-974.000	CIP Capita		ORCHARD, HILTZ & MCCLIMENT INC SEPTEMBER INVOICES	0		09/22/2009	4,775.25
Total Capital Improvements CIP							4,875.25
Fund Total							25,451.08
Fund: Water Enterprise Fund							
Dept: Water Utilities Department							
591-556.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN COVERAGE PERIOD 10/1-10/31	0	92540002409	09/22/2009	1,224.08
591-556.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 10/1-11/1/09	0		09/22/2009	80.36
591-556.000-920.000	Utilities		DTE ENERGY BALANCE OF AUGUST BILLS	0		09/22/2009	2,354.00
591-556.000-920.001	Telephones		AT&T 734 426-4572 813 0	0		09/22/2009	423.80
591-556.000-920.001	Telephones		NEXTEL COMMUNICATIONS 08/07/09-09/06/09	0	593543512-090	09/22/2009	80.64
591-556.000-935.000	Bldg Maint		LOWE'S BUSINESS ACCOUNT SUPPLIES	0		09/22/2009	26.88
591-556.000-935.000	Bldg Maint		LOWE'S BUSINESS ACCOUNT SUPPLIES	0		09/22/2009	53.76
591-556.000-977.000	Equipment		MICHIGAN PIPE & VALVE, INC. 12 BR250 HYD EXT	0	76091	09/22/2009	355.43
591-556.000-977.000	Equipment		MICHIGAN PIPE & VALVE, INC. 4-12 EJIW BR HYD EXT 8 HOLE	0	76105	09/22/2009	1,510.00

INVOICE APPROVAL LIST BY FUND

Date: 09/24/2009
 Time: 10:50am
 Page: 5

Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: Water Enterprise Fund								
Dept: Water Utilities Department								

Total Water Utilities Department								6,108.95
Dept: Capital Improvements CIP								
591-901.000-974.000	CIP Capita		ORCHARD, HILTZ & MCCLIMENT INC	0			09/22/2009	25,073.25
			AUGUST INVOICES					
591-901.000-974.000	CIP Capita		ORCHARD, HILTZ & MCCLIMENT INC	0			09/22/2009	62,033.75
			SEPTEMBER INVOICES					

Total Capital Improvements CIP								87,107.00

Fund Total								93,215.95
Fund: Trust & Agency Fund								
Dept: Assets, Liabilities & Revenue								
701-000.000-253.043	Dexter Dis		ORCHARD, HILTZ & MCCLIMENT INC	0			09/22/2009	604.00
			AUGUST INVOICES					
701-000.000-253.043	Dexter Dis		ORCHARD, HILTZ & MCCLIMENT INC	0			09/22/2009	303.50
			SEPTEMBER INVOICES					
701-000.000-253.050	Dexter Fit		ORCHARD, HILTZ & MCCLIMENT INC	0			09/22/2009	1,442.50
			AUGUST INVOICES					
701-000.000-253.053	Cedars of		ORCHARD, HILTZ & MCCLIMENT INC	0			09/22/2009	247.75
			AUGUST INVOICES					
701-000.000-253.054	Dexter Sch		ORCHARD, HILTZ & MCCLIMENT INC	0			09/22/2009	391.00
			SEPTEMBER INVOICES					
701-000.000-253.055	Berry & As		ORCHARD, HILTZ & MCCLIMENT INC	0			09/22/2009	1,920.75
			SEPTEMBER INVOICES					
701-000.000-253.056	Dexter Pha		CARLISLE-WORTMAN ASSOCIATES	0			09/22/2009	612.50
			DEXTER PHARMACY DEV. REVIEW		298-120			
701-000.000-253.056	Dexter Pha		ORCHARD, HILTZ & MCCLIMENT INC	0			09/22/2009	454.75
			SEPTEMBER INVOICES					

Total Assets, Liabilities & Revenue								5,976.75

Fund Total								5,976.75

Grand Total								222,436.45

AGENDA 9-28-09

ITEM K-2

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: Village Council

From: Shawn W. Keough, Village President

Date: September 28, 2009

Re: Recommendation to Reappoint Patricia Cousins to the Dexter District Library Board

Hello everyone,

Every 4 years, the Village of Dexter gets the opportunity to appoint one person to serve on the Village's behalf on the Dexter District Library Board. The Village received the attached reminder letter from Library Director Paul McCann a little over a week ago that our current appointment term will end at the end of this month. The new 4 year term is will start October 1, 2009 and runs thru September 30, 2013. I have spoken with Patricia Cousins and she is excited to continue representing the Village in this role. I have spoken with Paul McCann as well and they are very pleased with the active role that Pat played over the past 4 years as the Library found a new home. I hereby recommend reappointment of Patricia Cousins as the Village of Dexter representative to the Dexter District Library Board. If you have any questions, please contact me.



September 11, 2009

Donna Dettling
Village Manager
Village of Dexter
8140 Main Street
Dexter, MI 48130

Dear Donna,

I am writing to let you know that the appointed term for Pat Cousins on the Board of Trustees of the Dexter District Library will expire this October. As Pat has indicated to me, she would be willing to serve another term on the Library Board, should the Village Council choose to reappoint her to this position. The Village is responsible for appointing one representative to the Library Board for a term of four years. The next term will run through September 2013. This is an unpaid, volunteer position.

Pat has been a very valuable member of the Board since she was appointed to replace Mary Rush, who previously held the Village's appointment to the Library Board. Pat's contributions as Board Secretary as well as a member of the Facilities Committee were instrumental in helping the Library through our transition to the new building. Pat has approached all issues considered by the Library Board with an open mind, the ability to build consensus and focus discussions towards conclusions the Board as a whole can confidently adopt. Her dedication to the Library and to the community has truly been an asset.

Please include discussion of this topic in your upcoming Village meetings and let me know if the Council is amenable to reappointing Pat to the Library Board or would like to seek a new candidate. If I can be of any assistance, please do not hesitate to call me.

Best regards,

A handwritten signature in black ink, appearing to read "Paul McCann".

Paul McCann
Library Director

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

cnicholls@villageofdexter.org
Phone (734)426-8303 ext 17 Fax (734)426-5614

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: September 24, 2009
Re: Facilities

Included for your review is a memo from Rich Henes, Cornerstone Design, outlining options for the relocation of Village Offices to 8140 Main Street and cost estimates for the installation of an elevator, stairs and restroom. Rich will be at the meeting to discuss his findings and next steps.

Dexter Village Offices – Relocation Options

General

Based on information gathered from OHM documents and from attending several council meetings, the following is a list of significant options that have been discussed by council for the relocation of the village offices. The purpose of this report is to provide detailed cost information to council so that they can determine how much of each relocation option can be completed without exceeding a construction cost of \$1,126,000.

Considered a stand alone project, elevator access to Warrior Creek Park from Alpine Street and public restrooms in the park is listed separately, but is a vital part of each scenario. Costs are approximate.

1. Elevator/Stairs/Restrooms (E/S/R)

Two options for providing access to Warrior Creek Park from Alpine Street and access to public restrooms have been seriously investigated. A long ramp along the southeast slope of the park with a detached restroom building and an elevator with attached restrooms near the fire station. This report focuses on the elevator option.

The elevator structure includes a stop at the roof level of the existing fire station and a stop at the mezzanine of the old DPW level. The restrooms and the elevator mechanical room are located on the mezzanine inside the fire station. The connecting bridge to Alpine is included.

Estimated Cost: \$375,000

2. E/S/R and New Municipal Office Building on the Fire Station Site

This option connects the new 5,000 square feet building to the existing fire station only at the stair tower and offers the possibility of locating the new building in a prominent spot on the site making it clearly visible from Main Street.

Estimated Total Cost: \$365,000 E/S/R (Alpine bridge discount; shared structure)
\$225,000 Earthwork/Parking
\$1,250,000 Building
\$ 187,000 North Façade Renovation (OHM est.)
\$ 101,000 Fees
\$2,128,000 Total

This amount is \$1,002,000 over budget.

3. E/S/R and Municipal Office Addition attached along the Rear of the Fire Station.

By attaching the addition to the rear of the building, the need for north façade renovation is eliminated and the excavation costs are reduced. The shared wall will have improved thermal performance. Most of the new building will not be visible from Main Street. Low prominence, but good views of the creek and park.

Estimated Total Cost: \$375,000 E/S/R
 \$225,000 Earthwork/Parking
 \$1,150,000 Building (2 stacked floors)
 \$175,000 Fees
 \$1,925,000 Total

\$826,000 over.

4. E/S/R and Municipal Office Addition on the Top of the Fire Station.

This option would, more than likely, require the existing structure to be strengthened all the way down to and including the footings. OHM has estimated that \$56,000 will be required to perform the structural upgrade. The floor area is around 4,488 square feet; less area than the previous plans (5,000 sf).

Estimated Total Cost: \$375,000 E/S/R
 \$200,000 Parking
 \$1,122,000 Building
 \$187,000 North Façade Renovation (OHM est.)
 \$188,000 Fees
 \$2,072,000 Total

\$946,000 over.

5. E/S/R and Municipal Offices Occupying the DPW Level of the Fire Station.

This option solves much of the financial issue but raises concerns over employee well-being and severe lack of prominence. There may be contaminant and flood concerns as well. The space is high with a mezzanine. Sizable columns are throughout the space and cannot be eliminated without considerable expense. The area is similar the roof scenario, but a little over a third of the area is on the mezzanine level and would have to be made accessible from the main floor if the intent is to occupy it.

Estimated Total Cost: \$375,000 E/S/R
 \$200,000 Parking
 \$410,300 Building (OHM est. including fees)
 \$ 187,000 North Façade Renovation (OHM est.)
 \$76,700 Fees (non-building construction)
 \$1,249,000 Total

Close to the budget amount, however there may be additional costs to remediate the environmental and accessibility issues.

6. Elevator/Stair Tower, Fourth Floor Addition, Exterior East Plaza, Two story Lobby, Public Toilets, South Façade Renovation, and Extension of the Fire Bays.

This estimate was prepared by OHM and was based on their drawings on file at your office.

Estimated Total Cost: **\$360,000 Elevator/Stair Tower**
 \$60,000 Public Restrooms
 \$230,000 East Plaza
 \$ 1,000,000 Remainder of Phase 1
 \$ 56,000 Structural Modifications
 \$0 _____ Fees (included in above)
 \$1,706,000 Total (OHM letter mentions \$1,800,000 as
 the total. The \$94,000 difference is a mystery)

\$580,000 over.

7. Move Village Offices to the Fire Station and relocate the Fire Department.

This is feasible only if the Fire Department can be relocated using money from somebody else's pocket. By taking over the entire building (except police area), the offices would have front façade exposure, above grade offices, and plenty of room for future expansion.

Estimated Total Cost: **\$375,000 E/S/R**
 \$200,000 Parking
 \$580,000 Building
 \$187,000 North Façade Renovation (OHM est.)
 \$134,000 Fees
 \$1,476,000 Total

\$350,000 over. Eliminate the north façade and parking and this is under the budget (except for the cost of the new fire department).

End of report.

Prepared by: RLH

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: Village Council
From: Shawn W. Keough, Village President
Date: September 28, 2009
Re: Arts, Culture & Heritage Committee

At the September 14, 2009 Village Council meeting, Council was provided both a written and verbal update by the members of the Arts, Culture and Heritage (ACH) Committee. This annual update was requested by Council as part of the resolution that established the ACH Committee in July 2008. As a part of the annual update, a preliminary list of events/activities was presented to Council along with a projected budget amount/cost to run the event or activity. The preliminary list included the following 11 items with estimated budget amounts shown in parentheses:

1. Heritage Signs (\$4,000)
2. Website Development (\$2,000)
3. Banner (\$300)
4. Sponsorship (\$500)
5. Kids Activity at Dexter Daze or Apple Daze (\$600)
6. Poetry Readings, Folk Music, and Story Telling Events (\$600 each for 4 events totaling \$2,400)
7. Art Prize (\$5,000)
8. Children's Concert (Event \$2,000 – CD \$2,000)
9. Movie under the Tent (\$1,000)
10. Speaker Series (\$250 each for 4 events, plus refreshments totaling \$1,200)
11. Adult Concert Series (No budget amount estimated at this time)

The ACH Committee was formed by the Village of Dexter to advise the Village Council on the development of ACH in the community, promote, educate and publicize projects that support ACH and serve as advocates for all forms of art, drama, music, historical heritage, humanities and other forms of art in our community. The committee has met monthly for one year beginning with their first meeting in September 2008.

In an effort to assist the ACH committee in getting started in their efforts to promote ACH in the Dexter Community, I hereby recommend that the Village of Dexter Village Council support the initial committee efforts by:

- Authorizing a transfer of \$5,700 from our general fund reserves (101.890.000.955.000) to a newly created line item in the Council budget to be used specifically for website development (\$2,000), a committee banner (\$300), sponsorship/fundraising seed money (\$1,000 – this number was increased from the original request to include seed money for a fundraiser), poetry reading events (\$1,200), and to start the Speaker Series (\$1,200). All of these activities and/or events will help promote the Committee involvement and provide an introduction for ACH in our community.
- Encouraging the ACH Committee to meet with the Village of Dexter Parks and Recreation Commission (PaRC) as part of a future parks commission meeting regarding the location, type and size of the proposed heritage sign. The PaRC is currently discussing different sign types and themes for the new Mill Creek Park, as well as working with the graduate students of the University of Michigan, on this effort. It is my recommendation and belief that the proposed historical signage in this area should be consistent with that effort. I also believe that this step will set another good example of how our Boards can work together to get something accomplished.

Once the PaRC completes their evaluation of sign types and themes and presents their recommendations to Village Council, the heritage sign could potentially be ordered and installed as part of the initial signage throughout the new park area.

- Encouraging the ACH Committee to engage some of the existing programs in the community such as Music in the Park on Fridays in the summer, the Gordon Hall movie night, the movies in the park, etc...along with partnering with local groups such as the Encore Theater, the Dexter Community Schools and the Dexter District Library to see how they could help enhance, expand or participate in promoting and hosting events.
- Encouraging the ACH committee to consider fund raising opportunities.
- Authorizing staff to work with the ACH committee to insure that website development occurs in such a way that it is appropriately linked to the Village website and that appropriate controls are in place relative to content, format and access.

Please note that our support is necessary to get this initiative started in our community. We have supported other opportunities such as the Farmer's Market committee that got started slowly with a small amount of funding for advertising and promotional events. Now in its 4th year, the Farmer's Market is going strong with over 15 regular vendors, generates a portion of its own revenue to support the effort and serves as an example of a program that brings people into Dexter and promotes our community.

It will be important that the ACH committee honestly evaluates the success of these different programs over the next year and reports this information back to Council, as well as looks for ways to raise money that can help offset the cost of these programs.

Item	Event/Activity	Description	Quarter/Date	Expense Type	Benefit	Budget/Cost
1	Heritage Signs	Signs detailing the heritage of Dexter. Inspired by the comprehensive historic signs in Ann Arbor. Dexter's first sign will include photos and text describing the original mill.	Spring 2010	Design, production, and installation of sign	Serves as heritage marker in Dexter. Increases awareness of Dexter's heritage by residents and visitors. Educational.	\$4,000
2	Web site development	DACH needs website to communicate activities and events to the Dexter community and surrounding areas	October 1, 2009	One time development charge and domain registration	An integral part of communication, the Website would serve the local community by publicizing DACH and other local arts/culture events.	\$2,000
3	Banner	A banner with the ACH committee's logo to be used over kiosks at local events.	Spring 2010	Printing	Attracts interest from the community. Increasing response from public. Banner will be large enough to be visible from a festival kiosk (such as at Apple Daze)	\$300
4	Sponsorship	A fund available to be used to sponsor local activities such as the upcoming Creative Connections event (at the Encore Theatre in February).	Winter 2009	support for local arts groups	Connects our organization and community to other arts organizations in the region (such as the Washtenaw County Arts Alliance). Permits us to participate actively as sponsors for the arts.	\$500
5	Kids' activity at Dexter/Apple Daze	"Box Town" - Center for Understanding the Built Environment (CUBE) provides kids. Kids request "permits" to erect cardboard structures that they design.	August, October	Boxes, markers, and other materials	A fun, interactive activity for young children. Engages community in thinking about village development. Encourages attendance; lengthens duration of attendance at festivals.	\$500
6	Poetry readings, folk music, and story telling events	These events would be a combination of performing arts to keep it interesting. These events would be hosted by DACH members and be open to all local talent that would like to use this opportunity to perform.	4 times per year	Honorarium for poets, musicians and story tellers	Introduces the local community to resident poets. Connects the schools and existing programs to the community activities.	\$600 X 4 = \$2400
7	Art Prize	Award offered to local Dexter artists for designing/creating large scale art to be used for displays in municipal areas (parks, library, etc.)	Annually	Prize money	Brings positive attention to Dexter Community and the DACH. Results in high caliber art for public display.	\$5,000
8	Children's concert	A concert featuring acclaimed local musicians (invited) to perform in all-ages concert geared toward children. Musicians may include: Dick Siegal, Jo Serrapere, Dave Barrette, John Latini, Great Lakes Myth Society, etc. (Some cost may be offset by suggested donation?) Concert could result in a "Live in Dexter" kids' CD which will be sold to support the arts in Dexter.	May, 2010	Guarantee for musicians, equipment, and production staff (sound equipment, sound board, engineer)	Engages with school groups, (pre-schools, daycares, K-5) Depending on how admission is handled, this event could be self sustaining in subsequent years.	Event - \$2000 Producing CD - \$2000
9	Movie under the tent	Outdoor screening of family friendly movie to coincide with the end of "Dexter Daze" on Sunday BYOB (Blanket not beer)	August, 2010	Licensing, screen and projector and final cleanup	Brings community together, extends Dexter Daze, boost to the local businesses	\$1,000
10	Speaker series	Bring in local speakers in to talk about the arts and history of Dexter	Wednesdays in October, 2009	Honorarium for speakers	Introduces the local community to local people of interest. Subsequent speakers series might focus on other themes (Michigan authors, Michigan artists, etc.)	\$250 x 4 = \$1000 refreshments = \$200
11	Adult Concert Series	Concert Series - Potentially featuring musicians from the University of Michigan School of Music	Summer 2010	Publicity Stipend to Musician - TBD	Brings community together, provides showcase for musicians	\$21,000.00
Total						

Budget Amendment Form - Council Approval Required
Fiscal Year 2009/2010

Line #	Description	Original Budget	Amended Budget	Difference	Reason for Amendment
101-101.000-959.000	Arts, Culture & Heritage	\$ -	\$ 5,700	\$ 5,700	New expense line
101-890.000-955.000	Contingencies	\$ 35,000	\$ 29,300	\$ (5,700)	Decrease to keep net change at zero.
<i>Net change in budget</i>				\$ -	

Approved by Council on September 28, 2009

Carol J. Jones, Village of Dexter Clerk

Resolution 2008-23 Establishing the Village of Dexter Arts, Culture, and Heritage Committee

At a regular meeting of the Village Council of the Village of Dexter, Michigan called to order by President Shawn Keough on July 28, 2008 at 7:30 p.m. the following resolution was offered:

Motion by Fisher Seconded by Cousins

WHEREAS, Village Council has expressed a desire to establish an Arts, Culture, and Heritage Committee, and

NOW THEREFORE BE IT RESOLVED, that a Committee be appointed consisting of a maximum of ten members to be appointed by the council president and affirmed by Village Council. One additional member shall also be a member of the Village Council to be selected by resolution of the Village Council to serve as a member ex officio. The term of the ex officio member shall be one year and shall be selected during the Village Council's annual resolution of organizational matters. A minimum of four positions must be reserved for residents of the Village of Dexter. Terms of office shall be staggered three year terms. Reappointments shall be made in July.

BE IT FURTHER RESOLVED, that the Arts, Culture and Heritage Committee shall carry out the following functions and perform the following duties:

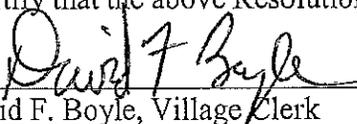
- 1) Advise the Village Council on the development of arts, culture and heritage; promote and publicize projects that support arts, culture and heritage; serve as advocates for arts, culture, and heritage; to encourage networking and collaborations of the arts, culture, and heritage of the Village of Dexter.
- 2) Act as an advisory board with the duty to study, conceive, promulgate and develop plans for the enhancement of the arts, culture and heritage in the community.
- 3) Promote public awareness and enlist the support of interested individuals, businesses, industry, schools and civic organizations to further its purpose.
- 4) Encourage the development of the arts in the community including, but not limited to, visual arts, drama, music, dance, historical heritage, humanities, and other art forms.
- 5) Assist in the development of partnerships and collaborations that promote arts, culture and heritage
- 6) Serve as advocates to the arts, promote and support arts education dealing with art, culture, and heritage.
- 7) Explore the creation of a community-wide Arts, Culture, & Heritage organization that would include participation by surrounding townships.
- 8) Report to the Village Council annually. This report shall inform the Village Council on budget requests for the following year, projects started, completed and pending, and other matters deemed appropriate.

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

Nays: Semifero

Motion Carries

I certify that the above Resolution was adopted by the Village of Dexter on July 28, 2008



David F. Boyle, Village Clerk



Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Restrictive Covenants
Date: September 28, 2009

Attached is the revised and final Restrictive Covenant for the Main Street Bridge sediment disposal area as required by MDEQ permit #07-81-0070-P.

Council saw the DRAFT at the last meeting and is now being asked to approve the document, its recording and authorizing Donna Dettling, Village Manager to sign the covenant.

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

DECLARATION OF RESTRICTIVE COVENANT

Reference: "Designated Upland Disposal Area"

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the Washtenaw County Register of Deeds for the purpose of protecting public health, safety, welfare and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the Property located at Village of Dexter, Washtenaw County and legally described in Exhibits A and B attached hereto ("Property"). The Property consists of the Designated Upland Disposal Area within the Former Dexter Dam Impoundment.

This Restrictive Covenant is recorded with the Washtenaw County Register of Deeds to: 1) restrict unacceptable exposures to hazardous substances located on the Property; 2) ensure that the use of Property is consistent with the exposure assumptions utilized in the development of cleanup criteria pursuant to Section 20120a(1)(a) of the Natural Resources and Environmental Protection Act (NREPA); and 3) describe maintenance requirements to prevent damage or disturbance of the Property. This Restrictive Covenant may not be protective of public health, safety, welfare and the environment if there are future changes in the environmental condition of the Property; changes in the cleanup criteria developed under Section 20120a(1)(a) of the NREPA; the discovery of environmental conditions at the Property that were previously not accounted for; or if the Property is used in a manner inconsistent with the restrictions described herein.

Summary of Response Activities

Hazardous substances within the Former Dexter Dam Impoundment were identified in previous investigations. Sediment sampling indicated that cadmium exceeded sediment quality guidelines for freshwater ecosystem criteria. Cadmium did not exceed a direct contact hazard as defined in Section 20120a(1). Arsenic concentrations exceeded a direct contact hazard as defined in Section 20120a(1) in some areas. Concentrations in some samples indicated that arsenic exceeded Statewide Default Background Levels and Soil Direct Contact Criteria in some areas. An indicator and exposure barrier, consisting of an orange mesh and over one foot of clay and seeded topsoil on the Property, as described below, has been installed to prevent direct contact with the arsenic impacted soils/sediment.

Definitions

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means, at any given time, the then- current title holder of the Property or any portion thereof.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules ("Part 201 Rules"), 1990 AACRS 299.5101 et seq., shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of filing of this Restrictive Covenant.

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

The Village of Dexter, as Owner of the Property, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

1. The Owner shall prohibit all uses of the Property that are not compatible with the Recreational category under Section 20120(1) (c) of the NREPA.

2. The Owner shall prohibit the following activities unless they are performed in accordance with Item 4 below:

A. Any excavation or other intrusive activity that could affect the integrity of the indicator and exposure barrier, consisting of an orange mesh and over one foot of clay and seeded topsoil placed on the Property.

B. Any movement of stored sediment from the Property to an off-site location.

3. The Owner shall prohibit activities on the Property that may interfere with any element of this Restrictive Covenant, including the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the indicator and exposure barrier referenced in Item 2A above.

4. Soils or sediment on the Property, at the time of recording of this Restrictive Covenant, is material that would constitute a direct contact hazard as defined in Section 20120a(1). If the Owner undertakes any excavation or otherwise disturbs the soils/sediment on the Property, the area must remain covered with an indicator and exposure barrier, consisting of an orange mesh and over one foot of clay and seeded topsoil.

The Owner shall manage all soils/sediment, media and/or debris located on the Property in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

5. Access. The Owner shall grant to the MDEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of taking samples, inspecting the condition of the Property, inspecting any records relating thereto, and to perform any actions necessary to maintain compliance with Part 201.

6. Notice. The Owner shall provide notice to the MDEQ of the Owner's intent to transfer any interest in the Property at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant and the applicable provisions of Section 20116 of the NREPA. The notice required to be made to the MDEQ under this Paragraph shall be made to: Director, MDEQ, P.O. Box 30473, Lansing, Michigan 48909-7973; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant, for "Designated Upland Disposal Area." A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns and transferees by the person transferring the interest.

7. Term and Enforcement of Restrictive Covenant. This Restrictive Covenant shall run with the Property and shall be binding on the Owner, future owners, and all current and future successors, lessees, easement holders, their assigns, and their authorized agents, employees or persons acting under their direction and control. This Restrictive Covenant may only be modified or rescinded with the written approval of the MDEQ.

The State of Michigan, through the MDEQ, and the Village of Dexter may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

8. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

9. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner (as demonstrated in Exhibit C), and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, the **Village of Dexter** has caused this Restrictive Covenant, "Designated Upland Disposal Area", to be executed on this 28th day of September, 2009.

Village of Dexter

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF MICHIGAN- COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 29th day of September 2009 by Donna Dettling, Village Manager as attorney in fact on behalf of the Village of Dexter.

Notary Public

Courtney L. Nicholls
Acting in Washtenaw County, Michigan

My Commission Expires: _____

Reference: "Designated Upland Disposal Area"

AGREED AND CONSENTED TO BY OWNER: Village of Dexter

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF MICHIGAN- COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 29th day of September 2009 by Donna Dettling, Village Manager as attorney in fact on behalf of the Village of Dexter.

Notary Public

Courtney L. Nicholls
Acting in Washtenaw County, Michigan

My Commission Expires: _____

EXHIBIT "A"

PARCEL "B" DESCRIPTION

Land in the Village of Dexter, Section 6, T.2S., R.5E., Washtenaw County, Michigan being more particularly described as: Commencing at the Northeast corner of Block 18 of the Original Plat of the Village of Dexter, as recorded in Liber 27 of Deeds, Pages 532 and 533, Washtenaw County Records; thence N.64°29'00"W., 338.48 Feet (recorded as 314.48 Feet) along the Southerly right-of-way line of Dexter-Ann Arbor Road (Main Street) to the Point of Beginning; thence proceeding along the Westerly line of a 24-foot wide Ingress & Egress easement as recorded in Liber 3162, Pages 459 through 464, Washtenaw County Records the following three (3) courses, S.23°21'22"W., 38.21 Feet and along a curve to the left having a radius of 151.00 Feet, an arc length of 56.40 Feet and a chord bearing and distance of S.12°39'24" W., 56.07 Feet and S.01°57'27"W., 84.05 Feet; thence N.64°38'00"W., 232.94 Feet (recorded as 47 +/- Feet) to the approximate Easterly line of Mill Creek; thence Northeasterly along said approximate Easterly line to a point of intersection with the Southerly right-of-way of said Dexter-Ann Arbor Road; thence S.64°29'00"E., 217.56 Feet (recorded as 118 +/- Feet) to the Point of Beginning, containing 0.87 acres, more or less.

SEDIMENTATION AREA BOUNDARY DESCRIPTION

Commencing at the Northeast corner of Block 18 of the Original Plat of the Village of Dexter, as recorded in Liber 27 of Deeds, Pages 532 and 533, Washtenaw County Records; thence N.64°29'00"W., 437.75 Feet along the Southerly right-of-way line of Dexter-Ann Arbor Road (Main Street); thence S.25°31'00"W., 5.87 Feet to the Point of Beginning of this Sedimentation Area; thence proceeding S.23°51'09" E., 39.50 Feet; thence S.12°04'53"E., 49.64 Feet; thence S.06°13'13"E., 51.49 Feet; thence S.02°13'23"E., 49.02 Feet; thence S.72°45'34"W., 57.67 Feet; thence N.15°24'37"W., 50.11 Feet; thence N.17°24'06"W., 41.91 Feet; thence N.14°22'03"W., 37.88 Feet; thence N.09°08'12"W., 24.38 Feet; thence N.34°23'04"W., 32.12 Feet; thence N.31°39'55"E., 62.20 Feet; thence S.60°03'18"E., 52.85 Feet to the Point of Beginning of this Sedimentation Area, containing 0.35 acres, more or less.

BOOK *:	-	PAGE *:	-	SEC. 6	, T.2S.	, R.5E.
DRAWN BY:	RDCT	COMPUTED BY:	-	JOB *:	DEX2001-01T	
CHECKED BY:	SWK	SURVEYED BY:	-	SHEET:	1	OF 2

FOR:
 VILLAGE
 OF
 DEXTER
 SEDIMENTATION
 AREA

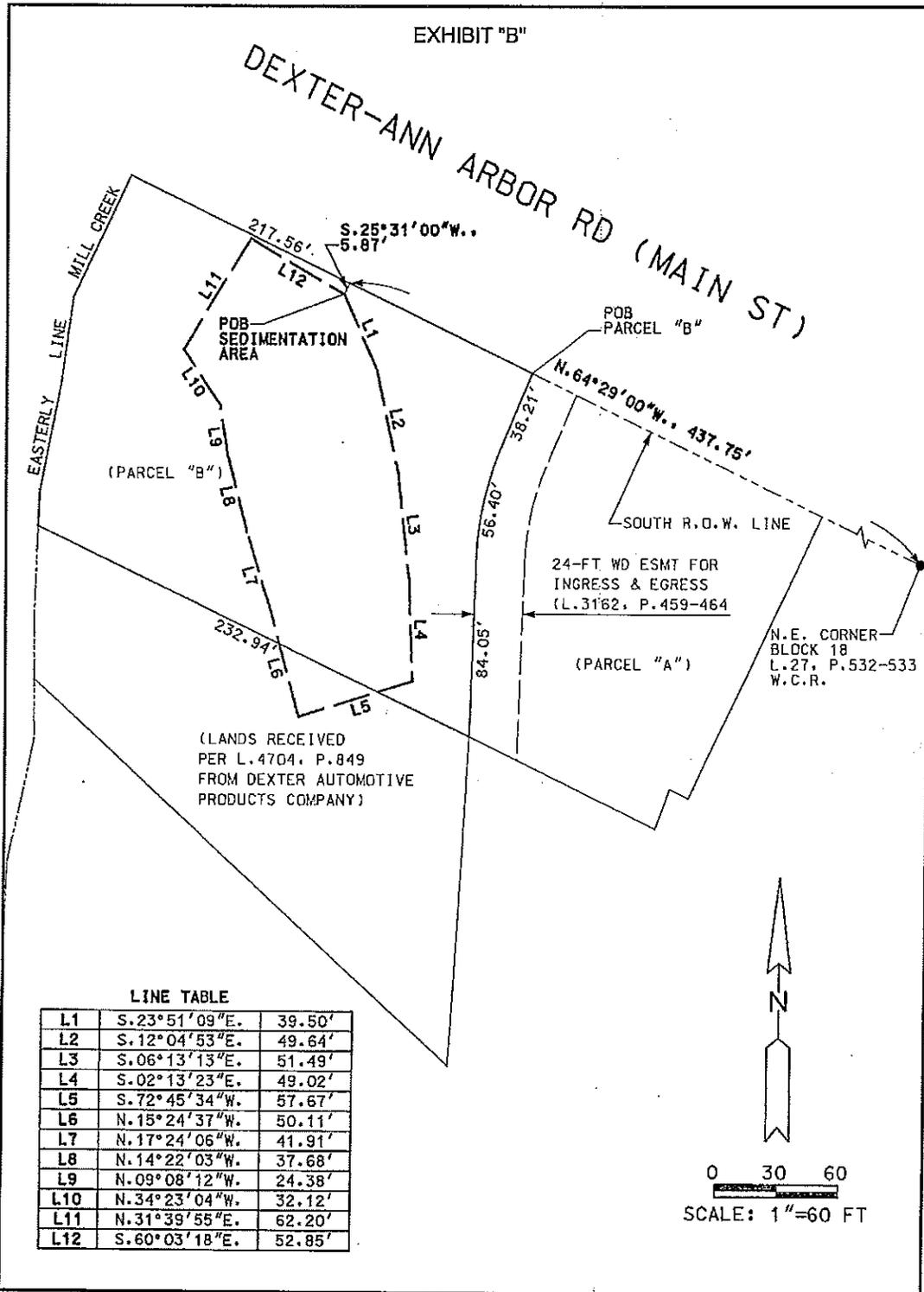


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EXHIBIT "B"



BOOK *:	-	PAGE *:	-	SEC. 6	, T.2S.	, R.5E.
DRAWN BY:	RDCT	COMPUTED BY:	-	JOB *:	DEX2001-01T	
CHECKED BY:	SWK	SURVEYED BY:	-	SHEET:	2	OF 2

FOR:

VILLAGE
OF
DEXTER
SEDIMENTATION
AREA

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EXHIBIT C

AUTHORITY TO SIGN RESTRICTIVE COVENANT AS THE OWNER OR OWNER'S
REPRESENTATIVE



VILLAGE OF DEXTER

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

September 28, 2009

To Whom It May Concern,

The Village of Dexter Council authorizes the Village Manager, Donna Dettling, the authority to sign the Restrictive Covenants for the "Designated Upland Disposal Area" as required by the Michigan Department of Environmental Quality (MDEQ) for permit # 07-81-0070-P and as approved by the Dexter Village Council on September 28, 2009.

Carol Jones, Village Clerk



Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Waterways Infrastructure Grant Agreement and Resolution
Date: September 28, 2009

Attached is the Grant Agreement and Resolution for Adoption required for the Village to complete as part of the Waterways Infrastructure Grant.

Upon receipt of a signed copy of the agreement from the State of Michigan the Village can begin incurring costs related to completion of the project.

Prior to starting to incur costs a scope of work will be recommended by staff that will include work required to execute the grant in accordance with the application submittal.

The final project/costs may differ from the project submitted in the grant due to the schools decision to prohibit the Village from locating the southern most boat launch on the property northeast (former Dombrowski/Dalton property) of the Shield Road Bridge. The schools opinion is that locating public access on the property will lower the property value and their efforts to sell the property in the future. Due to the change there may be an increase in cost due to wetlands and board walking that will be required on the southwest side of the bridge. The State needs to make an additional determination on the Village's construction of a launch on school property, but that will not change the content of the resolution or agreement at this time. If cost or scope changes are determined the agreement will be amended or Council will have to provide additional funding authorization.

It is recommended that for item #5 of the resolution that the "Village Manager and/or designee" be inserted.

Please feel free to contact me prior to the meeting if you have any questions.

Thank you.



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN

DEPARTMENT OF NATURAL RESOURCES

LANSING



REBECCA A. HUMPHRIES
DIRECTOR

September 3, 2009

Ms. Allison Bishop
Village of Dexter
8140 Main Street
Dexter, MI 48130

Dear Ms. Bishop:

Enclosed are two (2) copies of a Waterways Grant Agreement between the Village of Dexter and the Michigan Department of Natural Resources (DNR) to assist in the engineering and construction of carry down boat launch sites in Mill Creek Park. Also enclosed are two (2) copies of a Resolution for adoption by the Village authorizing execution of the Agreement.

Please do not put a date on the first page of the Agreement, but I ask that you sign both copies of the Agreement and return all copies of the Agreement along with the Resolution to my attention for Department signatures. The DNR, Parks and Recreation Division, will date the Agreement once it is fully executed, and return a signed copy for your files.

If, after reviewing these materials, you have any questions, do not hesitate to call me.

Sincerely,

Jordan J. Byelich
Boating Access Site Program Manager
Parks and Recreation Division
P.O. Box 30257
Lansing, Michigan 48909-7757
517-241-1533

Enclosures

NATURAL RESOURCES COMMISSION
Keith J. Charters, Chair • Mary Brown • Hurley J. Coleman, Jr. • John Madigan • Timothy L. Nichols • J. R. Richardson • Frank Wheatlake

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RESOLUTION

Upon motion made by _____, seconded by _____ the following Resolution was adopted:

"RESOLVED, that the Village of Dexter, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources and that the Village agrees, but not by way of limitation, as follows:

1. To appropriate the sum of Forty-eight Thousand Seventy-nine dollars (\$48,079.00) to match the Forty-eight Thousand Seventy-nine dollars (\$48,079.00) State grant authorized by the Department.
2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.
3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.
4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and federal regulations.
5. To establish and appoint the _____ to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.
6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the Village pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.
7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

I, _____, Clerk of the Village of Dexter, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the Village Board at a meeting held _____, 2009.

Dated: _____

Village Clerk

WATERWAYS GRANT AGREEMENT

Boating Access Site Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of _____, 2009, between the Village of Dexter, Washtenaw COUNTY, MICHIGAN (the "Village") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the Village is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

WHEREAS, the Village has asked that the Department assist the Village in the engineering and construction of carry down boat launch sites in Mill Creek Park including Shield Road boating access site, Main Street Bridge boating access site, Warrior Creek Park boating access site (the facilities);

WHEREAS, the Village and Department jointly participated in the engineering study for the preparation of plans and specifications for the facilities; and

WHEREAS, the Department is willing to assist the Village to construct the facilities, which are estimated to cost Ninety-six Thousand One Hundred Fifty-eight dollars (\$96,158.00), with the Department agreeing to pay 50% of the estimated cost, and is not to exceed Forty-eight Thousand Seventy-nine dollars (\$48,079.00).

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:

(a) grant to the Village a sum of money equal to 50% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed Forty-eight Thousand Seventy-nine dollars (\$48,079.00).

The final reimbursement amount to the Village, minus the project management fee, will be Forty-six Thousand Six Hundred Thirty-six dollars and Sixty-three cents (\$46,636.63). The words "plans and specifications" shall mean the plans and specifications developed for the Village for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

- (b) release State funds as reimbursement according to the following:

Acceptance by the Village of this Agreement, written Department approval of final plans and specifications (bidding documents), receipt of all necessary permits, award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by the plans and specifications following bidding procedures acceptable to the Department and Village, and receipt of payment reimbursement requests.

The final ten (10) percent shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the Village or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

(c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the Village.

(d) provide for the routine inspection of the facilities, including all equipment and buildings.

2. The Village shall:

(a) immediately appropriate the sum of Forty-Eight Thousand Seventy-nine dollars (\$48,079) for the project, which represents 50% of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the Village.

(b) construct the facilities to the satisfaction of the Department, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of Chief of the Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department on a CD in an appropriate format.

(c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this Agreement. The Village shall maintain satisfactory financial accounts, documents and records and shall make them available to the Department for auditing at reasonable times. The Village

shall retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications and final engineering drawing plans before being sent out to bid. The Department must approve all change orders before being initiated. The Department shall have a representative on the selection panel for all contracts. All contracts shall have the Department listed as co-owner.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The Village shall submit a written report to the Department annually in which any safety issues, identified through inspections, are listed and compliance procedures are outlined. If the Department determines the Village has failed to correct any safety issues, the Department will have the necessary work completed and the Village shall pay 105% of the cost of the work.

(f) construct the facilities authorized under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.

3. After the facilities are constructed, the Village shall:

(a) establish or assign a competent and proper agency of the Village to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the Village shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation. The Village shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. Any net revenues accruing from the operation of the facilities shall be separately accounted for and reserved in a restricted fund by the Village for the future maintenance or expansion of the facility or, with the Department's approval, for the construction of other

recreational boating facilities. The Village shall request, no more than once annually, approval to vary from fee rates set by the Michigan State Waterways Commission.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the Village.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(e) hold the State of Michigan and the Department harmless from damages or any suits brought against the Village due to construction, maintenance or operation of the facilities.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the Village and the Department. The size, color, and design of these signs shall be approved by the Department before being constructed.

(g) adopt the ordinances or resolutions as required to effectuate this Agreement. The Village shall forward certified copies of all the ordinances and resolutions to the Department before their effective date.

4. The Department shall co-administer all contracts and project management with the Village. The Village shall comply with all State statutes applicable to the facilities, including wage rates.

5. The Village must submit all reports, documents, or actions required by this Agreement to the Chief, Parks and Recreation Division, Department of Natural Resources, Mason Building, Third Floor, P.O. Box 30257, Lansing, Michigan 48909. The Village must submit invoices for reimbursement within ninety (90) days of invoice date.

6. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

7. All of the facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved in perpetuity by the Village for

the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

8. Commercial operations of any type shall not be permitted to regularly use any of the facilities or to be located on the facilities without the prior written approval of both the Village and the Department.

9. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the Village shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Village agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this real estate contract. A breach of this covenant is a material breach of this Agreement.

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

10. The Village represents that it possesses good and clear title to all lands involved in this project, and that it will defend any suit brought against either party which involves title,

ownership, or specific rights, including appurtenant riparian rights of any lands connected with or affected by this project.

11. The facilities constructed under this Agreement shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the title, ownership, or right of maintenance or control by the Village without the Department's prior written approval.

12. Any failure by the Village to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Further, a material breach of this Agreement by the Village shall entitle the Department to the following options:

(a) To purchase the facilities and the right of access over Village property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the Village, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the Village shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over Village property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the Village shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

(b) To accept from the Village a sum equal to the total financial contribution made by the Department for the construction or maintenance of the facilities.

13. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.

14. The Department's rights under this Agreement shall continue in perpetuity.

15. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

16. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

17. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

VILLAGE OF DEXTER

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division

Waterways Grant Program Application
 Mill Crook Park
 Canoe/Kayak Access and Parking Improvements
 Estimated Costs
 24-Mar-08

FINAL ENGINEERING COSTS				
Description	Hours	Average Hourly Rate	Total Costs	Remarks
DNV/DMB Coordination	15	\$ 135	\$ 2,025	
School District Coordination	4	\$95	\$ 380	
Washington County Road Permit	8	\$110	\$ 880	
MDNR Floodplain/Wetland Joint Permit	40	\$100	\$ 4,000	
Site Topographic Survey	12	\$140	\$ 1,680	Includes survey equipment
Design	60	\$110	\$ 6,600	
Bid Assistance	8	\$110	\$ 880	
Construction Assistance	30	\$110	\$ 3,300	4 Site Visits and Submittal Review
Total Labor			\$ 19,745	
Reimbursable Expenses				
Travel		\$75	\$ 75	
Reproduction		\$120	\$ 120	
Mail		\$50	\$ 50	
Permit Fees		\$1,000	\$ 1,000	MDEQ and Wash. Co. Roads
Total Reimbursable Expenses			\$ 1,245	
Total Final Engineering Costs			\$ 20,990	

INFRASTRUCTURE IMPROVEMENTS				
Description	Quantity	Unit Price	Total Cost	Remarks
Shield Road Parking and Entry Drive	Allowance	\$2,000	\$ 2,000	
Clearing Small Trees and Brush	500	\$5	\$ 2,500	Balance cut and fill
Earthwork Excavation, Cubic Yards	6,500	\$2	\$ 13,000	8-inch thick on geotextile
Gravel Surface, 12 Vehicles, Square Feet	1,500	\$2	\$ 3,000	8-inch thick on geotextile
Gravel Drive - 24 Feet Wide with Turn-a-Round, Square Feet	700	\$3	\$ 2,100	2 lifts on 8-inch gravel base
Asphalt Driveway Approach, Square Feet	60	\$20	\$ 1,200	County Standards
Concrete Curb and Gutter, Linear Feet	15	\$100	\$ 1,500	County Standards
Concrete Wheel Stops, Each	100	\$30	\$ 3,000	Aluminum M/DOT signage
Traffic Control Signage, Square Feet	300	\$20	\$ 6,000	4-foot tall farm fence with steel gate
Fence and Gate, Linear Feet	1	\$1,000	\$ 1,000	resistant Ingate
Launch Signage, Each	6	\$70	\$ 420	Pressure Treated
Wood Bollards 6' x 6", Each	Allowance	\$1,500	\$ 1,500	
Restoration			\$3,643	
Contingency 10%			\$40,068	
Total Shield Road Parking and Entry Drive			\$ 40,068	

INFRASTRUCTURE IMPROVEMENTS				
Description	Quantity	Unit Price	Total Cost	Remarks
Shield Road Canoe/Kayak Launch Site	45	\$10	\$ 450	North-east side of existing bridge
Earthwork Cut and Fill (on-site), Cubic Yards	600	\$3	\$ 1,800	Cut banks and excavate for landing
Gravel Surface 20' x 30', Square Feet	15	\$250	\$ 3,750	12' deep with geotextile fabric
Rock Outcroppings at Banks, Tons	Allowance	\$1,000	\$1,000	
Restoration			\$1,000	
Launch Signage, Each	1	\$1,000	\$1,000	
Contingency 10%			\$700	
Total Canoe/Kayak Access Point			\$ 5,700	

Main Street Bridge Canoe/Kayak Launch Site		South side of new bridge	
Earthwork Cut and Fill (on-site), Cubic Yards	45	\$10	\$ 450
Gravel Surface 20' x 30', Square Feet	600	\$3	\$ 1,800
Rock Outcroppings at Banks, Tons	15	\$250	\$ 3,750
Concrete Sidewalk, Square Feet	1,000	\$5	\$ 5,000
Restoration	Allowance	\$1,000	\$1,000
Launch Signage, Each	1	\$1,000	\$1,000
Contingency 10%			\$1,300
Total Canoe/Kayak Access Point			\$ 14,300

Warrior Creek Park Canoe/Kayak Launch site		North side of new Main Street bridge	
Earthwork Cut and Fill (on-site), Cubic Yards	45	\$10	\$ 450
Gravel Surface 20' x 30', Square Feet	600	\$3	\$ 1,800
Rock Outcroppings at Banks, Tons	15	\$250	\$ 3,750
Concrete Sidewalk, Square Feet	600	\$5	\$ 3,000
Restoration	Allowance	\$1,000	\$1,000
Launch Signage, Each	1	\$1,100	\$1,100
Contingency 10%			\$ 1,200
Total Canoe/Kayak Access Point			\$ 12,100
TOTAL INFRASTRUCTURE IMPROVEMENTS			
			\$76,168



Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Sustain Our Great Lakes – Community Grant Application Recommendation
Date: September 28, 2009

Attached is the information I have prepared for the potential Sustain Our Great Lakes grant application based on the direction given by Council to come up with options for an approximately \$260,000 project.

Given the approximately total project cost, the potential projects, the most competitive project and the phasing it is recommended that OPTION 6 be the project that is submitted to the Sustain Our Grant Lakes Program.

Stream bank Stabilization and Habitat Restoration is recommended:

OPTION 6 includes:

Community Grant - <\$150,000

Deadline October 15th

Total Project Cost - \$198,000

50% Match Requirement - \$99,000

Project Details – Combination of East and West stream banks of Warrior Creek AND East and West stream banks of the Mill Creek Park Phase 1 (Main Street Bridge south to cemetery)

Total Project Length – approximately 3000 feet (1500 feet each side)

As an alternative the Village could also consider applying for Invasive Species Control for the east and west sides of the creek for Phase 1 for an additional \$30,250. Given the unknown status of the other construction activity in the Mill Creek Park area this alternative could be submitted, but may not end up being funded. If Council chooses to direct staff to add this to the application the total project cost would be \$228,250, increasing the Village's match to \$114,125.

Based on the recommendation above staff has prepared a resolution for adoption. The resolution authorizes Allison Bishop, Community Development Manager to apply in an amount not to exceed \$ _____. It is recommended that if Council chooses OPTION 6 only that the amount of the application be \$200,000 with a \$100,000 match OR OPTION 6+ALTERNATIVE 1 in the amount of \$230,000, with a \$115,000 match. The few extra thousand dollars are to cover potential minor revisions in cost estimates.

Grant applications are due October 15th, therefore it is crucial that if Council wishes to pursue this funding source that clear direction be given to staff at the meeting on the 28th.

Please feel free to contact me prior to the meeting if you have any questions.

Thank you.



VILLAGE OF DEXTER

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

**VILLAGE OF DEXTER
WASHTENAW COUNTY, MICHIGAN
RESOLUTION APPROVING SUSTAIN OUR GREAT LAKES
GRANT APPLICATION FOR
MILL CREEK POST DAM REMOVAL
STREAM BANK STABILIZATION AND HABITAT RESTORATION**

WHEREAS, the Main Street bridge dam has been removed and drained the Mill Pond; and

WHEREAS, the dam removal has presented an opportunity to reshape the landscape adjacent to the Mill Creek and improve the stream bank and habitat within the Mill Creek; and

WHEREAS, the Village of Dexter has adopted a Master Plan for development of the Mill Creek Park and associated habitat improvement and enhancement projects; and

WHEREAS, the plans for habitat improvement and enhancement projects include stream bank stabilization and habitat restoration to restore the Mill Creek to pre-dam conditions; and

WHEREAS, those plans include development of a park with educational, environmental, habitat and ecological restoration elements; and

WHEREAS, funding has been applied for to fund various elements of the Master Plan, including stream bank stabilization and habitat restoration, however funding is not available to cover all project costs anticipated to restore the Mill Creek and its habitats to pre-dam conditions; and

WHEREAS, additional improvements will be needed to address ongoing changes in the stream geomorphology, expedite the restoration of stream channel habitats, and facilitate the return of fish species that are expected to recolonize the stream;

BE IT RESOLVED, that the Sustain Our Great Lakes Grant Program is available to support local governments to protect and improve watershed health and the program supports habitat restoration;

BE IT FURTHER RESOLVED, that the Village of Dexter Council hereby authorizes Community Development Manager, Allison Bishop to submit a Community Grant Application through the Sustain Our Great Lakes Program for funding consideration in an amount not to exceed \$_____, for a the Mill Creek Post Dam Removal Stream Bank Stabilization and Habitat Restoration Project.

BE IT FURTHER RESOLVED, that upon approval of the grant application, the Village of Dexter commits to financing the project with a combination of cash, staff time and potential project partner contributions of funding, time or other resources.

MOVED BY:

SUPPORTED BY:

YEAS:

NAYS:

RESOLUTION DECLARED ADOPTED THIS 28th DAY OF September 2009.

State of Michigan, County of Washtenaw

I, Carol Jones, Clerk of the Village of Dexter do hereby certify that the foregoing resolution was duly adopted by the Village of Dexter Council at the regular meeting held September 28, 2009 and is on file in the Village Offices.

Carol Jones, Village Clerk

Shawn W. Keough, Village President

STREAMBANK STABILIZATION/HABITAT RESTORATION

OPTION 1*

Warrior Creek Streambank Only		
East Side	500 feet	\$33,000
West Side	500 feet	\$33,000
TOTAL PROJECT	1000 feet	\$66,000

OPTION 2*

Phase 1		
East Side	1000 feet	\$66,000
West Side	1000 feet	\$66,000
TOTAL PROJECT	2000 feet	\$132,000

OPTION 3*

Phase 2		
East Side	3000 feet	\$198,000
West Side	3000 feet	\$198,000
TOTAL PROJECT	6000 feet	\$396,000

OPTION 4

COMBO East Side Only		
Warrior Creek	500 feet	\$33,000
Phase 1	1000 feet	\$66,000
TOTAL PROJECT	1500 feet	\$99,000

OPTION 5*

COMBO E/W Warrior Creek and East Side Phase 1		
Warrior Creek E/W	1000 feet	\$66,000
Phase 1	1000 feet	\$66,000
TOTAL PROJECT	2000 feet	\$132,000

OPTION 6*

COMBO E/W Warrior Creek and E/W Phase 1		
Warrior Creek E/W	1000 feet	\$66,000
Phase 1 E/W	2000 feet	\$132,000
TOTAL PROJECT	3000 feet	\$198,000

RECOMMENDED \$198,000

Also supported in MNRTF application and confirming with MNRTF if funding awarded if additional funding can be considered match

OPTION 7

COMBO E Warrior Creek, E Phase 1 and E Phase 2		
Warrior Creek	500 feet	\$33,000
Phase 1	1000 feet	\$66,000
Phase 2	3000 feet	\$198,000
TOTAL PROJECT	4500 feet	\$297,000

ALTERNATE 1*

Invasive Species Control - Phase 1		
East and West	4 acres	\$30,250

RECOMMENDED \$30,250

Not sure how timing would work, however funder will fund previous work if we started
TOTAL RECOMMENDATION \$228,250
 50% \$114,125

ALTERNATE 2*

Invasive Species Control - Phase 1 and 2		
East Only	32 acres	\$121,000

* = private property owner cooperation required

NOTE: Village costs 50% of Total Project

Recommendation - Funder may not look favorably on completing improvements on only one side of the bank. Not sure how funder will respond to invasive species control over only a portion of total area.

Mill Creek Park Recreation Master Plan
 September 1, 2009
 Construction Analysis- Opinion Of Probable Construction Costs

Description	Quantity	Total Cost	Assumption
Phase 2 Paths, Boardwalk and Landmark Structure			
Shared Use Path	1 Acre	\$10,000	Strip vegetation 20 feet wide x 4,000' long
Clearing			12' wide x 1 foot average cut. Transport soil and place on steep bank of Phase 1 Village Waterfront area
Earthwork	2,000 CYD	\$12,000	
Asphalt Path (12 feet wide)	3,600 LFT	\$129,600	3" depth on 6" gravel base w/ geotextile fabric @ \$36/LFT.
Wood Boardwalk (12 feet wide)	4,800 SFT	\$192,000	Budget 400 LFT for spanning wetland areas @ \$40/SFT.
Signage and Pavement Markings	Allowance	\$10,000	Striping and symbols and an occasional sign
Asphalt Areas with Railing and Benches	4 Each	\$20,000	Includes wood bench and litter receptacle
Restoration	0.75	\$2,625	Seed and Mulch @ \$3,500/Acre
Interpretive Signage	4 Each	\$8,000	Graphics developed under UM Student Project
Trail Head Signage	2 Each	\$6,000	Baker Road and Cemetery Area Kiosk
Total Shared Use Path		\$382,225	
Secondary Trail @ Landmark Structure Site Only			
Boardwalk (5 feet wide)	3,000 SFT	\$135,000	600 LFT with 50% Railing @ \$45/SFT
Total Secondary Trail		\$135,000	
Landmark Feature			
Structure	625 SFT	\$187,500	25 x 25 with 2 levels, roof and partial enclosure @ \$300/SFT
Interpretive Signage			Inside and adjacent to structure. Graphics developed under UM Student Project
Total Landmark Feature	6 Each	\$199,500	
Total Phase 2 Paths, Boardwalk and Landmark Structure		\$716,725	
Phase 2 Stream Channel/Habitat Restoration			
Earthwork	1,100 CYD	\$11,000	4,000 Linear feet of stream channel, incidental to placement of bank stabilization measures, Spread soil adjacent to excavations.
Bank Stabilization Measures	1,500 LFT	\$120,000	Measures vary based on location. 3' - 4' tall banks @ \$80/LFT
In-Stream Habitat Structures	30 Each	\$60,000	Structures vary based on location.
Buffer Plantings	3,000 LFT	\$40,000	Small trees, shrubs and seeding
Landscape Maintenance	1 Year	\$10,000	During Maintenance Period. 10% of Buffer Plantings
Contractor General Conditions	10%	\$23,100	Mobilization, demobilization project manager, vehicles
Total Stream Channel/Habitat Restoration		\$264,100	
Phase 2 Emergent Wetland/Habitat @ Landmark Structure Site			
Earthwork	13,000 CYD	\$104,000	Aesthetically grade 1,000 CY on site, transport 1,000 CYD to adjacent stormwater retention area and place remainder of soil on steep banks of phase 1 Village Waterfront area.
Wetland Plantings	2 Acres	\$10,000	Aquatic Plants at \$5,000/Acre
Wetland Seeding	6 Acres	\$21,000	Wet meadow and Emergent seed mixes @ \$3,500/Acre
Seed Mix Maintenance	8 Acres	\$8,000	During the warranty period. \$1,000/Acre
Interpretive Signage	2 Each	\$4,000	Graphics developed under UM Student Project

used \$ to estimate project costs based on length of project.

8- Canoe/Kayak Access Point (2 Locations)					
Earthwork Cut and Fill (on-site)	60 CYD	\$0	By Others	Cut 2 feet, 1/2 each location	
Gravel Surface	1,000 SFT	\$0		8" deep with geotextile fabric, 1/2 each location	
Rock Outcropping	30 Ton	\$0		1/2 each location. Might need to be supplemented with 2	
Engineering (15%)		\$0		timber steps	
Total Canoe/Kayak Access Point		\$0			
9- Riparian Buffer Zone					
Creek Bank Earthwork South of Main Street Bridge Cut and Fill (on-site)	1,700 CYD	\$17,000		1,000 LFT Village Waterfront, 400 LF Warrior Park	
Topsoil	800 CYD	\$15,000		Cut- 2 foot cut to create habitat shelf and use as site fill on slope	
Landscape Plantings	Allowance	\$45,000		Trees, shrubs, native seeding, erosion control blanket	
Bank Stabilization/Habitat Development	2,000 LFT	\$150,000		Both Sides of Creek in Village Waterfront	
Rock Outcroppings	50 Ton	\$10,000		4 locations	
Interpretive Signage	1 Each	\$2,000			
Engineering (15%)		\$35,850			
Total Riparian Buffer Zone		\$274,850			
10- Unmowed Slopes					
Earthwork Fill (off-site)	4,000 CYD	\$0		Fill 450' 35' x 7' by others	
Topsoil	400 CYD	\$8,000			
Native Seed Mix	0.5 Acre	\$2,500			
Erosion Control Blanket	0.5 Acre	\$2,500			
Rock Outcropping	70 Ton	\$14,000		7 locations	
Landscape Plantings	Allowance	\$5,000		Trees and shrubs	
Engineering (15%)		\$4,800			
Total Unmowed Slopes		\$36,800			
11- Lawn Area					
Earthwork - Fill (none required- covered under other items above)	0 CYD	\$0		By others	
Earthwork - Cut and Fill (on-site)	3,000 CYD	\$0		Cut- Floodplain Area by others	
Topsoil	1,500 CYD	\$14,000		4" deep	
Lawn Seed Mix	2.4 Acre	\$7,000			
Erosion Control Blanket	2.4 Acre	\$10,500			
Rock Outcropping	40 Ton	\$8,000		Trees and few shrubs	
Landscape Plantings	Allowance	\$10,000			
Engineering (15%)		\$7,425			
Total Lawn Area		\$56,925			
TOTAL ENGINEERING		\$110,948			
Total Cost of Improvements		\$850,598			



CONSTRUCTION ANALYSIS- OPINION OF PROBABLE CONSTRUCTION COSTS

Description	Quantity	Total Cost	Assumption
Phase 1 Invasive Species Control			
Invasive Plant Species Controls Initial Application - September, 2009	32 Acres	\$64,000	Herbicide spraying light-weight equipment @ \$2,000/Acre
Follow-up Applications Over 2010 Monthly for June, July, August and September, 2010	4 Times	\$43,000	Incrementally decreased each time. 30%, 20% 10% and spot spraying
Coordination Inspections with Village Design Engineer	12 Times	\$3,000	2 times per month during the growing season (4 hours per trip)
Contractor General Conditions	10%	\$11,000	Mobilization, demobilization project manager, vehicles
Total Phase 1 Invasive Species Controls		\$121,000	

Phase 2 Stream Channel/Habitat Restoration			
Earthwork	1,100 CYD	\$11,000	4,000 Linear feet of stream channel, incidental to placement of bank stabilization measures. Spread soil adjacent to excavations.
Bank Stabilization Measures	8,000 LFT	\$640,000	Measures vary based on location. 3' - 4' tall banks @ \$80/LFT
In-Stream Habitat Structures	50 Each	\$100,000	Structures vary based on location.
Buffer Plantings	8,000 LFT	\$100,000	Small trees, shrubs and seeding
Landscape Maintenance	1 Year	\$10,000	During Maintenance Period. 10% of Buffer Plantings
Contractor General Conditions	10%	\$85,100	Mobilization, demobilization project manager, vehicles
Total Stream Channel/Habitat Restoration		\$935,100	

Phase 2 Emergent Wetland Habitat			
Earthwork	13,000 CYD	\$325,000	Aesthetically grade 1,000 CY on site, transport 1,000 CUD to adjacent stormwater retention area and Off site disposal for remainder
Wetland Seeding	8 Acres	\$28,000	Wet meadow and Emergent seed mixes @ \$3,500/Acre
Seed Mix Maintenance	8 Acres	\$8,000	During the warranty period, \$1,000/Acre
Bird Nesting structures	3 Each	\$1,500	
Contractor General Conditions	10%	\$36,250	Mobilization, demobilization project manager, vehicles
Total Emergent Wetland Habitat		\$398,750	

Phase 2 Stormwater Retention Area - Village Property			
Clearing and Debris Removal	Allowance	\$10,000	Clearing in woodlot for intermittent stream
Earthwork	750 CYD	\$7,500	Reshaping creek banks and adjacencies, dispose surplus on site
Intermittent Stream Bank Stabilization	1,400 LFT	\$70,000	both banks - soft shore engineering 2'-3' tall banks @ \$50/LF
Perimeter Berming	1,000 CYD	\$10,000	250 LFT along north edge of Creek, Use soil from Emergent Wetland Habitat excavation.
Overflow Structure	1 Each	\$10,000	Simple, small concrete overflow structure
Wetland Seeding	5 Acres	\$17,500	Wet meadow seed mix @ \$3,500/Acre
Buffer Plantings	1,400 LFT	\$25,000	Small trees, shrubs and seeding
Landscape Maintenance	1 Year	\$15,000	During Maintenance Period. 10% of Buffer Plantings and \$1,000/Acre seeding
Contractor General Conditions	10%	\$16,500	
Phase 2 Total Stormwater Retention Area - Village Property		\$181,500	

Stormwater Retention Area - Outdoor Education Area			
Earthwork	500 CYD	\$10,000	Plug holes in perimeter berm - use on-site soil
Overflow Structure	Each	\$5,000	Simple, small concrete overflow structure
Site Restoration - wetland seeding	12 Acres	\$42,000	Wet Meadow seed mix @ \$3,500/Acre
Seed Mix Maintenance	12	\$12,000	During the warranty period, \$1,000/Acre
Contractor General Conditions	10%	\$6,900	Mobilization, demobilization project manager, vehicles
Total Stormwater Retention Area - Outdoor Education Area		\$75,900	
Total Phase 2 Construction Costs		\$1,591,250	
Total Construction Cost of Improvements		\$1,712,250	

NOAA Coastal and Marine Habitat Restoration Project Grant under the American Recovery and Reinvestment Act of 2009

2

SUSTAIN OUR GREATLAKES

Community Grants Program Request for Proposals

Mill Creek
post dam
removal
streambank
stabilization &
habitat restoration

The *Sustain Our Great Lakes* Program invites proposals for competitive funding through its Community Grants Program. To be considered for funding, applications must be submitted online (www.nfwf.org/easygrants) by **October 15, 2009** prior to midnight.

Program Overview

The *Sustain Our Great Lakes* Program is a public-private partnership among ArcelorMittal, the National Oceanic and Atmospheric Administration, the National Fish and Wildlife Foundation, the Natural Resources Conservation Service, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, and the U.S. Forest Service. The program is designed to support the implementation of the Great Lakes Restoration Initiative (www.epa.gov/glnpo/qlri/index.html), an outcomes-focused initiative designed to protect, maintain and restore the chemical, biological and physical integrity of the Great Lakes ecosystem.

The purpose of the Community Grants Program is to support community organizations, State and local governments and others working at the local level to protect and improve watershed health in the Great Lakes basin while building local stewardship capacity. The program supports habitat restoration, water quality improvement, and watershed planning and management. Projects that include an education, training or community outreach component linked to the preceding activities are encouraged.

Funding Availability

8 million

It is anticipated that approximately \$1.6 million will be available for grant awards through the *Sustain Our Great Lakes* Community Grants Program during the current funding cycle.

Grant Size

Grant awards will range from \$25,000 to \$150,000.

Applicant Eligibility

Eligible applicants include non-profit 501(c) organizations, tribes, State and local governments, and educational institutions. Individuals, Federal agencies, and private for-profit firms are not eligible for grants through the *Sustain Our Great Lakes* Community Grants Program.

Project Eligibility

To be eligible for consideration, projects must be located within the Great Lakes watershed. For the purposes of this program, the Great Lakes watershed is defined by the Great Lakes Water Quality Agreement: Article 1. (h) "Great Lakes System" means all of the streams, rivers, lakes and other

bodies of water that are within the drainage basin of the St. Lawrence River at or upstream from the point at which this river becomes the international boundary between Canada and the United States.

Projects must also directly address at least one of the following priority actions:

- Restore, enhance and protect near-shore and off-shore habitats (including habitats near islands).
- Restore, enhance and protect wetlands.
- Restore, enhance and protect tributaries and riparian corridors (with an emphasis on restoring fish passage).
- Restore, enhance and protect shoreline and upland habitats (including forested, savanna and prairie habitats).
- Reduce the threat from terrestrial and aquatic invasive species in the Great Lakes basin.
- Promote individual stewardship and assist individuals, community-based organizations, businesses, local governments, and schools to undertake initiatives, including watershed planning, while addressing the preceding priorities.

Projects that seek funding for land or easement acquisition, political advocacy, lobbying, litigation, terrorist activities, fundraising, legally mandated mitigation projects, general administrative overhead, or indirect expenses are not eligible.

Projects in the Lake Ontario watershed or the St. Lawrence River basin are eligible for funding through the *Sustain Our Great Lakes* Program and the Fish Enhancement, Mitigation and Research Fund (FEMRF). Applications to the *Sustain Our Great Lakes* Program for projects in these areas will be considered for funding under both programs; no further application to the FEMRF is required. More information can be found at: <http://www.fws.gov/northeast/nyfo/fwc/femrf.htm>.

Matching Contributions

There is not a match requirement for the Community Grants program; however, the ratio of matching funds offered is one criterion considered during the review process, and projects that meet or exceed a 1:1 match ratio will tend to be more competitive than others. Applicants having difficulty securing match are encouraged to contact Todd Hogrefe (todd.hogrefe@nfwf.org; 612-713-5185) at the National Fish and Wildlife Foundation for information on potential sources of matching funds.

Matching funds may include cash, in-kind contributions of staff and volunteer time, work performed, materials and services donated, or other tangible contributions to the project objectives and outcomes. The cost of recent land acquisition or easement may also qualify as match for a project involving work at the acquired site. To be eligible, matching contributions must be:

- non-Federal in origin (federally appropriated or managed funds are ineligible);
- raised and dedicated specifically for the project;
- spent between the project start and end dates designated in the grant application;
- voluntary in nature (mitigation, restitution, or other permit or court-ordered settlements are ineligible); and
- applied only to the *Sustain Our Great Lakes* Community grant and not to any other matching program(s).

Project Duration

Anticipated completion time for funded projects will typically be 18 months following finalization of a grant agreement. Projects may be a discrete part of a longer-term project, provided there are definable outcomes for the proposed phase of the overall effort. The project narrative should include a clear timetable or schedule for project completion.

Project start and end dates should define the period during which all proposed work is accomplished, all requested funds are spent, and all matching funds are spent. The project start date may be back-dated up to 1 year prior to the proposal deadline to allow recent work directed to the project to be applied as match.

Evaluation Criteria

A panel of State, Tribal and Provincial reviewers and the *Sustain Our Great Lakes* advisory team will use the following criteria to help them evaluate proposals. Proposals that meet these criteria to a large extent are more likely to be competitive. The percentages assigned below indicate how reviewers will weight each category. The weighted criteria will provide a strong basis for project selections; however, project selections will also be based on other considerations, such as availability of funding, geographic balance, and balance among project types.

- Overall conservation merit (20%)

To what extent:

- will the project address an important conservation target?
- will the project have a significant positive impact on the conservation target?
- will project activities advance the goals of the Great Lakes Restoration Initiative and other established watershed, regional, Tribal, State or Federal conservation plans?
- will the project yield enduring benefits, as indicated by provisions for long-term protection, maintenance or management as appropriate?

- Defined outputs and outcomes* (15%)

*Outputs are activities that will be implemented as part of the project (i.e., what will be done).
Outcomes are the results of a project (i.e., what will be achieved).*

To what extent:

- are project outputs clearly defined in quantifiable terms? (e.g., invasive species control methods on X acres, removal/remediation of X number of fish barriers)
- are expected project outcomes clearly defined in quantifiable terms? (e.g., connectivity restored to X number of stream miles, projected target fish population increases of X%)

- Technical merit (10%)

Please do not send technical plans and drawings. Rather, provide details about how technical plans have been developed and which partners have been involved in technical oversight.

To what extent:

- is project implementation likely to be completed within the specified time frame?
- is the project likely to succeed, based on the implementation strategy outlined in the proposal?
- will necessary permits and approvals be obtained to allow work to begin soon after the proposed start date?
- does the application assess the risk of facilitating the spread of sea lamprey and other invasive species and include measures for minimizing that risk as appropriate? (relevant to stream connectivity/fish passage projects)

- Project costs (10%)

To what extent:

- is the project cost-effective?
- will the proposed budget be adequate to complete the proposed actions?
- does the project meet or exceed a 1:1 matching contribution ratio?

- Quality and quantity of partnerships (10%)

To what extent:

- will the project benefit from partnerships reflecting a broad range of community and government support?
- will the project partners make significant contributions, in the form of funding, time, or other resources?
- does the application include letters documenting the support/contributions of project partners?

- Qualifications of applicants (10%)

To what extent:

- does the applicant possess the education and expertise necessary to implement the project successfully?
- will the applicant have sufficient staff, facilities and other resources, as appropriate, to complete the project successfully?
- has the applicant successfully completed other projects similar to that being proposed?

- Education, training and outreach (10%)

Any proposed education, training or outreach activities must be linked to habitat work or invasive species control that will occur as part of the project. Projects that do not include either a habitat work component or an invasive species control component will not be considered for funding.

To what extent:

- will the project include stewardship, education, training and outreach components linked to on-the-ground restoration that will occur as part of the project?
- will the project use existing curricula or other existing educational resources? (Use of existing, proven curricula/resources is preferred.)
- will any proposed education efforts include an outdoor component? (Projects that involve only classroom sessions will not be considered for funding.)

- Monitoring and evaluation (15%)

Any proposed monitoring must be linked to habitat work or invasive species control that will occur as part of the project. Projects that include only monitoring/data collection will not be considered for funding.

To what extent:

- will the project include a pre- and post-implementation monitoring component appropriate to the scope and scale of the project?
- will the project include an effective mechanism to evaluate project outcomes?

*Special emphasis is placed on the need to state project outputs and outcomes in terms of quantifiable metrics. Such metrics will provide a primary basis for evaluating the ecological and environmental benefits of proposed projects. For additional guidance on this criterion, please contact Todd Hogrefe (todd.hogrefe@nfwf.org; 612-713-5185) at the National Fish and Wildlife Foundation.

Online Application Process

All application materials must be submitted online through National Fish and Wildlife Foundation's Easygrants system. Hard-copy applications will not be considered for funding.

To start an application, please click on the following link: <http://www.nfwf.org/easygrants>. New users to the system will be prompted to register before starting their application. Once you have started an application, you may save it and return at a later time to complete and submit it, up until the application deadline. Please be sure to disable the pop-up blocker on your Internet browser prior to beginning the application process.

Also, please use the following link to access other useful information for applicants, including videos that demonstrate the Easygrants online system: <http://www.nfwf.org/applicantinfo>.

Guidance for Completing Proposals in Easygrants

The following headings refer to the sequence of specific sections and fields in the Easygrants application.

Project Information

- *Grant Amount Being Requested from NFWF:* Funding requests must be between \$25,000 and \$150,000.
- *Matching Contributions Proposed:* Match is not required but projects that meet or exceed a 1:1 match ratio using non-Federal funds will tend to be more competitive.
- *Projected Grant Start Date:* Projects generally should begin between May and September 2010, but project start dates may be back-dated up to 1 year prior to the proposal deadline to allow recent work directed to the project to be applied as match.
- *Projected Grant End Date:* Anticipated completion time for funded projects will typically be 18 months following finalization of a grant agreement (i.e., 18 months from May – September 2010).
- *Project Title/Name:* The project title/name should be descriptive in a way that helps distinguish it from the competition. (60 character limit)
- *Project Description:* The first sentence should describe the proposed activities and the second sentence should describe the ecological/environmental benefits of the project. (200 character limit)
- *Project Abstract:* The abstract should provide a more-detailed description of the project, including proposed activities, outcomes and partners. (1500 character limit)
- *Keyword(s):* The "Help" feature in Easygrants provides information on selection of Keywords. Among others, most projects' Keywords will include: Conservation Action, Conservation Threat, and Major Habitat Type.
- *Sub-keyword(s):* The "Help" feature in Easygrants provides information on selection of Keywords. The definitions of these categories may not be apparent from their titles.

Project Location

- *Project Location Country(ies):* All projects must occur within "North America – United States" and/or "North America – Canada."
- *Project Location State/Province:* Projects must take place within the Great Lakes basin. Therefore, selected States and Provinces may include Illinois, Indiana, Michigan, Minnesota, New York, Ohio, Ontario, Pennsylvania, Quebec and Wisconsin.
- *Project Location U.S. Congressional District(s):* All U.S. Congressional Districts in which the proposed project will take place should be selected.
- *Project Location Description:* This description should include the relevant county(ies), general area of the relevant State(s)/Province(s) (e.g., northwestern, south-central), and major drainage basin(s) (e.g., Lake Michigan, Lake Superior) where the project will occur (200 character limit)

Outcomes and Indicators

The information provided in the fields of this section should describe the long-term conservation outcome(s) of the project, the major threats and/or opportunities associated with the project, and the activities that will address those threats and opportunities.

Permits and Approvals

If permits and/or approvals are required for the project, please list all permits and/or approvals required, their status (e.g., received, application submitted, intend to apply), and anticipated submittal/approval date.

Budget

The total of the budget line items must be equal to the "*Grant Amount Being Requested from NFWF*" entered in the Project Information section. It should not include matching funds. No part of the budget (neither NFWF funds nor matching contributions) may include: general administrative overhead or indirect costs, contingencies or miscellaneous costs; advocacy/lobbying; fundraising; litigation; terrorist activities; or activities in violation of the Foreign Corrupt Practices Act.

Matching Contributions

The total of these line items must equal the "*Matching Contributions Proposed*" entered in the Project Information section. Each source of matching contributions should be listed separately in the space provided. Matching contributions may include both cash and in-kind contributions. Please note the restrictions on use of matching funds above.

Uploads

In addition to entering the preceding information, applicants will need to upload several files into Easygrants. Required and optional files are described in the following table.

File	Required or Optional	Notes
Full proposal narrative	Required	Template provided in Easygrants; completed narrative not to exceed 7 pages in length
Board of Trustees	Required	Provide a list of members of Board of Trustees, Directors or equivalent. If your organization does not have a Board, upload a document stating that none exists.
A-133 Audit	Required	If your organization has not expended more than \$500,000 in Federal funds in the past year, upload a statement stating that an A-133 Audit is not required.
GAAP audited financial statements	Required	If your organization does not have GAAP audited financial statements, you may upload a balance sheet and profit/loss statement instead.
IRS Form 990	Required	If your organization is not a non-profit organization, upload a document stating that a 990 Form is not required.
Statement of Litigation	Required	Template provided in Easygrants
Map of project location	Required	Map should show the project location with respect to major landmarks (e.g., cities, rivers). A Google map is sufficient.
Map of project site/restoration design	Optional	To provide finer resolution than map of project location.
Letters of Support	Optional	Letters from significant partners, especially those providing matching contributions, are recommended.
Other relevant documents, figures and photos	Optional	10 page limit

Grant Application Workshops and Webinars

Sustain Our Great Lakes Program partners will host a series of workshops and a webinar to help prospective applicants develop high-quality project proposals that align well with the program's funding priorities. The events will provide additional information on the grants program, provide additional guidance on the application process, and provide answers to participant questions.

The event schedule is as follows.

- September 1: 9 – 11 a.m. CDT; Ameristar Casino Hotel, 777 Ameristar Blvd., East Chicago, IN
- September 2: 10 a.m. – 12 noon EDT; Ford Motor Company World Headquarters, The American Road, Dearborn, MI
- September 3: 10 a.m. – 12 noon CDT; Discovery World, 500 North Harbor Drive, Milwaukee, WI
- September 3: 10 a.m. – 12 noon CDT; Webinar; Login details to be provided to those who register.
- September 16: 9:00 – 11:00 a.m. EDT, ArcelorMittal Dofasco, 1330 Burlington Street E., Hamilton, Ontario
- September 16: 3:00 - 5:00 p.m. EDT, Victor Town Hall, 85 East Main Street, Victor, NY

Prospective applicants are strongly encouraged to participate. To register, please email your name, affiliation, and event location to info@sustainourgreatlakes.org.

Please call Todd Hogrefe, National Fish & Wildlife Foundation, at 612-713-5185, or visit www.sustainourgreatlakes.org for more information.

Application and Review Timeline

To be considered for funding, applications must be submitted online by **October 15, 2009** prior to midnight.

- Thursday, Oct 15, 2009: Full proposals due
- Oct 15 – Dec 15, 2009: Proposals reviewed by a panel of State, Provincial and Tribal reviewers
- Dec 15, 2009 – Feb 15, 2010: Proposals reviewed by the *Sustain Our Great Lakes* advisory team
- Feb 15 – March 30, 2010: Congressional notification of intent to award grants
- March 30 – April 15, 2010: Anticipated announcement of awards
- April – May 2010: Grant agreements developed with successful applicants

General Procedures for Grant Recipients

After project selection, National Fish and Wildlife Foundation staff will work with applicants to prepare grant agreements and other necessary paperwork, all of which will be completed electronically using the Easygrants system. Additional information about the grantee's organization and its finances may be solicited during this time. Please note that preparation of grant agreements will require approximately 4 to 8 weeks after the National Fish and Wildlife Foundation receives the additional required information from the grantee. Once grants agreements are finalized, funds will be advanced to qualified grantees based on cash needs of the project; some awards may be made on a reimbursable basis. Grantees will be expected to submit interim and final financial and programmatic reports. Additional information on the grant process will be provided to successful applicants after project selection.

Quality Assurance Project Plans and Regulatory Compliance

If their projects involve significant environmental monitoring or data collection/generation, successful applicants will be asked to develop Quality Assurance Project Plans (QAPPs) as part of their grants. Applicants should budget time and resources to complete this task if appropriate. Please refer to <http://www.epa.gov/quality/qapps.html> for additional information about Quality Assurance Project Plans.

As applicable, successful applicants will be required to document that their projects have received or will receive all necessary permits and clearances to comply with the National Environmental Policy Act, Endangered Species Act, and other Federal, State and local regulations.

Technical Assistance and Additional Information

For more information about the grants program or for assistance with the application process, please contact Todd Hogrefe (todd.hogrefe@nfwf.org; 612-713-5185) at the National Fish and Wildlife Foundation.

Additional information can also be found on the *Sustain Our Great Lakes* website at: www.sustainourgreatlakes.org.

612-713-5185

Partner Information

For additional information on the partners involved in the *Sustain Our Great Lakes* Program and their work in the Great Lakes basin, please click on the following links:

- ArcelorMittal: www.arcelormittal.com/usacr
- Fish Enhancement, Mitigation and Research Fund: www.fws.gov/northeast/nyfo/fwc/femrf.htm
- National Fish and Wildlife Foundation: www.nfwf.org
- National Oceanic and Atmospheric Administration: www.glerl.noaa.gov
- Natural Resources Conservation Service: www.nrcs.usda.gov
- U.S. Environmental Protection Agency: www.epa.gov/glnpo/fund/glf.html
- U.S. Fish and Wildlife Service: www.fws.gov/midwest/greatlakes/glcoastal.htm
- U.S. Forest Service: www.fs.fed.us

HAZARD MITIGATION PLAN ADOPTION AND RESOLUTION
VILLAGE OF DEXTER
RESOLUTION -2009

Whereas, the Village of Dexter Michigan has experienced disasters that have resulted in loss of life or injury, damaged commercial, residential and public properties, displaced citizens and businesses, closed streets and bridges, and presented general public health and safety concerns, and

Whereas, the Village adopted a Hazard Mitigation Plan in response to the Federal Emergency Management Agency (FEMA) requirement that communities have an adopted Hazard Mitigation Plan as a requirement to receiving funding under certain FEMA programs beginning in November 2004, and

Whereas, the Village Hazard Mitigation Plan ranks hazards for the community, and identifies goals, objectives and strategies to reduce overall damage and impact from natural and technological hazards, and

Whereas, the Village of Dexter has worked with Washtenaw County and the Dexter Area Fire Department to update the Hazard Mitigation Plan,

Now, therefore, be it resolved that:

1. The updated Hazard Mitigation Plan is hereby adopted as an official plan of the Village of Dexter
2. The Hazard Mitigation Plan will be updated every five years as required by FEMA with the assistance of Washtenaw County
3. The Village Manager will be responsible for ensuring that the strategies in the Plan are implemented with the understanding that the implementation is based on the availability of funding and staff resources.

MOVED BY

SECONDED BY

YEAS:

NAYS:

ABSENT

Hazard Mitigation Plan for the Village of Dexter

1.0 INTRODUCTION

Hazard Mitigation is defined as any action taken before, during or after a disaster to permanently eliminate or reduce risks to human life and property from natural, technical or societal hazards.

Dexter Village has experienced hazards at varying degrees, and can expect to encounter hazards in the future. The value of a Multi-Hazard Mitigation Plan (Plan) lies in reducing future emergencies to events; by implementing mitigation strategies set forth in this Plan, the expectation is for hazard occurrences to result in fewer deaths and injuries to people, and lessened damage or destruction to structures and the environment. Response and recovery costs should also be reduced.

The Federal Emergency Management Agency (FEMA) provides assistance to local units of government when faced with disasters through the Robert T. Stafford Disaster Relief and Emergency Assistance Act the Stafford Act. Recognizing that planning for hazards is an important component of hazard preparedness, response and recovery programs, the Stafford Act was amended in 2000 to require governments to have an adopted Hazard Mitigation Plan as condition of receiving financial assistance through the FEMA Hazard Mitigation Grant Program by November of 2004.

1.1 Purpose

There are three purposes of this Plan: 1) to identify and rank hazards in Dexter Village; 2) to analyze areas particularly vulnerable to hazards; and 3) to identify feasible mitigation strategies that can be acted upon after adoption of the Plan. The mitigation goals and strategies should also be incorporated into the Dexter Village Master Plan, and other plans, as applicable.

1.2 Plan Organization

This Plan was prepared by Washtenaw County on behalf of Dexter Village. Individual plans were prepared for each local unit of government in recognition of their unique circumstances and potential differences in priorities, goals and mitigation strategies. General information, such as community profile data and hazard descriptions, is contained in the County plan (Attachment 1).

1.3 Public Participation

Representatives from the Village of ~~Barton Hills~~ Dexter worked with

the Washtenaw County Emergency Management Division and Department of Planning and Environment to draft the hazard mitigation plan. An opportunity for the citizens of Village to comment on the draft plan was provided in June of 2004, when five regional planning workshops were held at various locations around the county in conjunction with the Comprehensive Plan for Washtenaw County. Another workshop was held on June 9, 2004 for commission, board and council members from every community. The draft plan was introduced and copies were available for review at every workshop. Regional workshops were advertised in the local newspapers.

~~The Village Council also provided an opportunity for public comment prior to adopting the plan on September 13, 2004.~~

Continued public participation is encouraged through Washtenaw County through website postings, emails, and general contact with local governments. Any comments received by the County on the plan concerning the Dexter area will be shared with the Village.

2.0 Community Profile

2.1 Historic Overview

Dexter Village is one of the oldest communities in the State, and was established in the mid 1800s. For many years it was an extreme frontier village, and was touted as the keeper of records for all new roads to the west. The Village derived its name from Samuel W. Dexter, who moved to the area from Athens New York in 1824. Judge Dexter was the first business owner, constructing a sawmill and gristmill on Mill Creek and also the first Chief Justice of the area's first court. As a stop along the railroad, the Village became a vibrant community. Today, the Village continues to value and preserve its rich historical character.

2.2 Natural Features

~~The Huron River and Mill Creek and Mill Pond are the major water features of the Village of Dexter.~~ Floodplains are located along the Huron River and Mill Creek as well as along the east and west Village borders. Nearly the entire village lies within a groundwater recharge area.

Woodland and wetlands are located along the watercourses. The topography of the community is gently rolling. The soils in the area have slight to moderate septic limitations. Over all there are no steep slopes. Some erodible soils are

located in the southeast area.

2.3 Land Use Patterns

The Village consists of approximately 1,100 acres. The largest land use is single family residential, at approximately 45%. Industrial uses comprise 17% of lands. Industrial uses and research and development parks are located on the perimeter of the Village, with a concentration on the south side.

2.4 Transportation Network

The transportation network consists of major arterials and local roads and streets. Dan Hoey, Baker and Dexter-Ann Arbor provide access from the south; Mast, Dexter-Ann Arbor provides access from the north. There is a railroad that runs along the northern boundary of the Village. There are no airports located in the Village. Public Transportation is available to the City of Chelsea and the City of Ann Arbor.

3.0 HAZARDS

Dexter Village is susceptible to a variety of natural, technological, and societal hazards. The purpose of this section is to:

- Rank the hazards for Dexter Village
- Analyze the risks for each hazard, and
- Identify vulnerable areas for the Village, and appropriate goals and mitigation strategies for certain hazards.

3.1 Hazard Ranking

The ranking of hazards for the Village of Dexter is presented as Table 1. The ranking of hazards was determined on a county-wide basis, and adjusted based on input from Local Units of Government. The ranking order was developed by the Washtenaw County Emergency Management Division using a program provided by the Michigan State Police Emergency Management Division. The model takes into account worst-case scenario data for frequency of occurrence, likelihood of occurrence, significance of impact/threat, potential size of geographic area impacted and total population impacted.

3.2 Hazard Assessment

The purpose of the hazard assessment is to map out where hazards exist and gain information about their frequency of occurrence, and potential for harm using worst-case scenario estimates. Different levels of risk analysis are performed,

depending on the significance of the hazard for the community:

- **Cursory:** A short statement explaining why the hazard is not a threat, prepared for hazards that have little impact or are unlikely to occur.
- **Standard:** An explanation of concerns with limited quantitative research, prepared for hazards likely to occur and impact our communities.
- **Advanced (Vulnerability):** A vulnerability determination using probabilities, prepared for hazards that have the highest frequency of occurrence and/or the most potential to cause death, injury or damage to personal property.

Vulnerability assessments were prepared for convective weather, hazardous materials transportation incidents, hazardous materials fixed site incidents, infrastructure failures and severe winter weather hazards. The goal is to quantitatively measure the threat experienced by Washtenaw County communities. By placing a monetary value on a hazard, a cost-benefit comparison can be made: the benefit of implementing a mitigation strategy compared to the cost of the hazard event.

Table 2 presents the results of the vulnerability assessment. The value of the vulnerability assessment is to provide a cost by which the mitigation strategies may be compared. A discussion of the determination is provided in the hazard section of the County Plan (Section 3.2). The methodology for each is presented in Appendix A of the County Plan.

4.0 Hazard Goals and Strategies

The following sections present goals and strategies by hazard. Figure 2 presents the assets and hazards identified for the Village of Dexter, and may be referred to in the following sections. The goals, objectives and strategies are not an inclusive list; rather the goals, objectives and strategies are those that the Village is focusing on at this time.

The repetition of strategies reflects the need for their implementation, not the duplication of services. For example, distribution of educational materials should not be performed several times, throughout the year per hazard, rather one mailing regarding family preparedness kits would address all hazards for which this strategy is listed.

4.1 Non-Hazard Specific Goals, Objectives and Strategies

Goal: Integrate mitigation strategies into the Village General Development Plan

Mitigation Strategy: Plans

- ~~Establish a subcommittee charged with amending the General Development Plan~~ Incorporate to include hazard mitigation goals and strategies, as applicable into the Master Plan and other long term planning documents, as applicable.

4.2 Hazard Specific Goals, Objectives and Strategies

Convective Weather

The Village of Dexter is fortunate to have two warning sirens which reach 100% of its population (Figure 3). Additionally, there are two disaster shelters in the Village. Other mitigation strategies can work in concert with these safety measures to optimize protection to Village residents.

Goal: Reduce the Village's vulnerability to convective weather storm hazards, minimize loss of life and injury, and damage to public property

Mitigation Strategy: Emergency Generators

- Include emergency back-up power in any plans for a new or renovated Village Office
- ~~Secure funding to install emergency generators. An emergency generator should be installed at the Police and Fire Stations, Village Hall and shelters so that the Village may function when disasters occur.~~

Mitigation Strategy: Public Education

- • Continue to provide information to residents via e-mail update, newsletter and website.

~~Distribute an Emergency Preparedness booklet informing residents about actions to take during an event, or actions to minimize damage caused by an event. (See Family Preparedness Kit information box). The materials could be mailed with tax bills or other Village correspondence.~~

Mitigation Strategy: Maintenance

- Distribute annual reminders to ground utility providers, encouraging them to keep power lines clear of trees and tree limbs. This would reduce the chance of electrical power failure for Villages residents and businesses.
- Continue yearly tree trimming program

Mitigation Strategy: Development Requirements

- Continue requirement that new developments and re-developments of property in the Village must located their utilities underground.

Mitigation Strategy: Training

- Continue to work with Washtenaw County Division of Emergency Management on weather spotter training and Coverage, including encouraging it to residents. *Training is free of charge to anyone 18 years of age or older who is interested in being trained in severe weather identification, protection, and reporting procedures.*

Mitigation Strategy: Adequate Facilities

Expand or remodel the existing police and fire stations facilities. These facilities are outdated and lack space needed for today's operations. Improvement to this building will improve the capabilities of responding agencies by providing needed space for training, storage office and command and control facilities.

Severe Winter Weather Hazard

Above ground power supply, coupled with mature trees can be a disaster when heavy snows or freezing rain occurs. The weight of the frozen precipitation causes tree limbs to fall on power lines, causing power outages, which is a significant problem. Loss of power in the winter generally means loss of heat for citizens. Falling tree limbs also damage property, block emergency routes and roadways, endanger lives and are very costly to clean up and remove.

Goal: Reduce the damage and impacts caused by severe winter weather hazards continue to reduce the impact of such an event on the community.

Mitigation Strategy: Maintenance

- Distribute annual reminders to ground utility providers, encouraging them to keep power lines clear of trees and tree limbs, specifying addresses and locations of problem trees.

- Continue yearly tree trimming program

Mitigation Strategy: Development Requirements

- Continue requirement that new developments and re-developments of property in the Village must located their utilities underground.

Mitigation Strategy: Public Education

- Continue to provide information to residents via e-mail update, newsletter and website.

~~• Distribute an Emergency Preparedness booklet to residents. See strategy under Convective Weather for further discussion.~~

Hazardous Materials Fixed Site Incidents

There are several facilities in Dexter Village that store, use and manufacture hazardous materials. Such sites have the potential to have a hazardous materials incident, impacting people and causing harm to the environment. Fortunately, the entire Village is within reach of a warning siren, which would alert the community in the event of a fixed site event.

Goal: Reduce the risks of hazardous material fixed site incidents in the Village by increasing the ability to respond and minimizing the impacts to the citizens, environment and economy.

Mitigation Strategy: Training and Support

- Ensure that the Dexter Area Fire Department is knowledgeable of the locations and chemicals stored at facilities. Provide employee training for hazardous materials, storage, handling and transportation.
- Update the in-house evacuation plan to facilitate a quick response in the event of an emergency.
- Support and cooperate with the Washtenaw County Pollution Prevention Program.
- Continue to participate in the Washtenaw County Emergency Preparedness Plan.

Mitigation Strategy: Ordinances

- ~~• Adopt the Hazardous Spills Expense Recovery Ordinance, a vehicle whereby a local unit of government may recover costs of response and recovery to a release of hazardous materials.~~
- ~~• Adopt a Fire Protection Ordinance as a preventative measure. The ordinance provides a legal vehicle for Fire Officials to inspect and enforce nationally recognized codes.~~

Mitigation Strategy: Public Education

- • Continue to provide information to residents via e-mail update, newsletter and website.

~~Distribute an Emergency Preparedness booklet to residents. See strategy under Convective Weather for further discussion.~~

Hazardous Materials Transportation Incidents

There is a major railroad that runs along the northern border of the Village. The railroad, with Dexter-Ann-Arbor Road, are the most vulnerable in terms of hazardous materials transportation incidents. There are also a number of manufacturing facilities located in the Village, further increasing the potential for this type of hazard event.

Goal: Reduce the risk of damage, loss of life, and other costs resulting from hazardous material transportation incidents

Mitigation Strategy: Training

- Continue to support training and equipment for the Washtenaw County Hazardous Materials (HazMat) team and the Dexter Area Fire Department HazMat Team.

Mitigation Strategy: Ordinances

- ~~Adopt the Hazardous Spills Expense Recovery Ordinance, a vehicle whereby a local unit of government may recover costs of response and recovery to a release of hazardous materials.~~
- ~~Adopt a Fire Protection Ordinance as a preventative measure. The ordinance provides a legal vehicle for Fire Officials to inspect and enforce nationally recognized codes.~~

Public Health Emergencies

Dexter Village has a concentrated population. The most likely public health emergency scenario would be failure of the wastewater treatment facility. This may cause widespread sewer backups, polluting the water ways (rivers, lake, wetlands) and exposing the public to contaminants. The water and sewer systems are also potential breeding grounds for West Nile or other mosquito born diseases. Pandemic flu is also a current potential public health threat.

Goal: Increase the Village's ability to prepare for and respond to a public health emergency.

Mitigation Strategy: Prevention

- Continue to treat known breeding areas to prevent the outbreak of diseases such as West Nile.
- Offer opportunities to seniors for flu vaccinations and encourage all residents to be vaccinated for all communicable diseases.
- Provide radon test kits to residents. Radon test kits are

also available through Washtenaw County.

~~Mitigation Strategy: Emergency Generators~~

- ~~• Secure funding to install emergency generators. Generators may be necessary in an emergency to preserve vaccinations. See strategy under Convective Weather for further discussion.~~

Mitigation Strategy: Plans

- Prepare and evacuation or shelter-in-place plan and follow recommendations presented in the Plan.

Mitigation Strategy: Public Education

- Work with the Washtenaw County Department of Public Health on educational campaigns and dissemination of information to prevent public health emergencies.
- Work with the Dexter Senior Center to reach vulnerable populations

Infrastructure Failure

Critical infrastructure exists within Dexter Village. Not only with regard to power, but with bridges, and roads and the water and sewer system. One vulnerable area in this regard is the Main Street Bridge over Mill Creek.

Goal: Decrease the Village's vulnerability to infrastructure failures and continue to strengthen the Village's ability to assist its citizens during an event.

~~Mitigation Strategy: Emergency Generators~~

- ~~• Secure funding to install emergency generators at the Police and Fire Stations, Village Hall and shelters. See Mitigation Strategy 1, Convective Weather for further discussion.~~

Mitigation Strategy: Maintenance

- Distribute annual reminders to ground utility providers, encouraging them to keep power lines clear of trees and tree limbs, specifying addresses and locations of problem trees.

Mitigation Strategy: Public Education

- • Continue to provide information to residents via e-mail update, newsletter and website.
 - Continue education through participation in the Wellhead Protection Program
- Distribute an Emergency Preparedness booklet (See

Mitigation Strategy 2, Convective Weather for further discussion):

Goal: Ensure transportation network is sound

Mitigation Strategy: Infrastructure Repair

- Continue preventative maintenance programs on all Village infrastructure including roads, sewer system and water system.

Mitigation Strategy: Bridge Repair

~~• Work with the Washtenaw County Road Commission to study the Main Street Bridge over Mill Creek. The findings of the study should be implemented so that the bridge is structurally sound.~~

Mitigation Strategy:

~~Dam Failures~~

~~There is one dam located in the Village—the Mill Creek dam. A dam failure would precipitate a flood hazard. The warning sirens already in operation at the Village should be sounded in the event of a dam failure.~~

Goal: Reduce the potential for a dam failure

Mitigation Strategy 1: Structural Improvements to Dam

~~• Secure funding to implement changes recommended in biannual inspection reports. The State of Michigan inspects the dams every two years, which include recommendations with regard to dam repairs, operation or maintenance.~~

5.0 Implementation, Funding and Monitoring

The purpose of this plan is to identify mitigation strategies that will be implemented before, during or after a disaster to permanently eliminate or reduce risks to human life and property from natural, technical or societal hazards. The following sections present implementation actions, funding sources, and the method for monitoring the plan.

5.1 Implementation

The following schedule is given for hazard mitigation strategies described in Section 4.0. Completion dates have not been included as such dates are subject to uncertain factors, and will only begin after the mitigation strategy has been approved. While all strategies are important, priority is has been given to those that may be funded by a FEMA hazard mitigation grant program (see Section 5.2). Action on strategies will depend

upon staff, resource and funding availability.

High Priority Strategies

~~Mill Bridge Repair Work~~

~~Responsible Agency: Village of Dexter~~

~~Estimated Cost: To be determined after completion of inspection, study.~~

~~Mill Creek Dam Repair Work~~

~~Responsible Agency: Village of Dexter~~

~~Estimated Cost: To be determined after completion of inspection, study.~~

~~Emergency Generators at Police Station, Fire Station and Village Hall~~

~~Responsible Agency: Village of Dexter~~

~~Estimated Cost: \$30,000 per generator.~~

Other Important Strategies

~~Training for First Responders, Hazardous Materials Team~~

~~Responsible Agency: Village of Dexter~~

~~Estimated Cost: Staff time.~~

~~Expansion or Remodeling of Police and Fire Stations~~

~~Responsible Agency: Village of Dexter~~

~~Estimated Cost: To be determined.~~

~~Public Education (brochures, pamphlets)~~

~~Responsible Agency: Village of Dexter~~

~~Estimated Cost: \$2,000 annually. included in cost of newsletter~~

~~Adopt Spill Cost Recovery Ordinance and Fire Protection Ordinance~~

~~Responsible Agency: Village of Dexter~~

~~Estimated Cost: Staff time.~~

~~Amend Incorporate Master Plan to include hazard mitigation goals and strategies as applicable into the Village Master Plan~~

~~Responsible Agency: Village of Dexter~~

~~Estimated Cost: Staff time.~~

5.2 Sources of Financial Assistance

Implementation of the mitigation strategies is often dependent on funding assistance from Federal and State sources. FEMA provides funding for structural projects through the hazard mitigation grant programs. These include the Hazard Mitigation Grant Program, Pre-Disaster Mitigation Assistance Program, and the Flood Mitigation Assistance Program.

FEMA emphasizes the implementation of structural mitigation strategies. The strategies that are a priority for FEMA and are a priority for the Village of Dexter include: bridge repair work,

dam repair work and emergency generators. Financial support for other mitigation strategies proposed in this plan may be sought through alternative funding sources. For example, funds for public outreach, equipment and training may be obtained through the FEMA Emergency Management Performance Grant. Projects may be implemented with the assistance of non-profit organizations, or funds secured from Community Foundations. There are many State and Federal programs that are available to Local Units of Government, as provided in Attachment 2.

5.3 Monitoring of the Plan

The plan will be monitored on a regular basis, and is the responsibility of the Village Manager. The plan will be an annual agenda item for the Village Council. At a minimum, during its review, the Council will discuss the monitoring of the plan, the number of projects pursued, or reasons for lack of pursuit for approved projects. Prior to the meeting, the Washtenaw County Emergency Management Division can be contacted for updates or recommended amendments to the plan.

To assist with the annual evaluation and review of the plan, the Village may consider forming a local hazard mitigation committee. The committee could also be charged with identifying methods of obtaining public input.

Although review of the plan will occur annually, and a formal revision may not be needed each year, an update of the plan will be prepared every five years, based on annual reviews, amendments, monitoring, evaluation and accumulation of official feedback and public input. The revised plan will again be adopted by the Village Council.

AGENDA 9-28-09

ITEM M-7
cnicholls@villageofdexter.org

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: September 24, 2009
Re: Dexter-Ann Arbor Project

Attached is a memo from OHM regarding expanding the Dexter-Ann Arbor Road American Reinvestment and Recovery Act project to include curb and gutter. This option was explored at the request of Trustee Cousins. Also included for your review is the OHM proposal that was approved on August 24, 2009.

Memorandum



Date: September 23, 2009

To: Donna Dettling

From: Rhett Gronevelt, P.E.

Re: Dexter Ann Arbor Road – Kensington to Meadowview ARRA Project

On 8/24, The Council approved to proceed with the design of the project for an approximately \$160,000 project to resurface the road and widen the paved shoulders on Dexter Ann Arbor Road from Meadowview to Kensington. The "Design" will be in the "log-style" format generally used for rehabilitation types of projects. As you know, given the federal funding on the project, the project must be administered through the MDOT "Local Agency Program", which places a firm schedule and other requirements on the project.

Following the 8/24 Council meeting we have refrained from beginning the design, as we understood there may be some follow-up discussion on the notion of expanding the project scope to include curb and gutter. I understand that following the meeting on 9/14, you were asked to look into the feasibility and potential cost of this.

If the Village wanted to consider the addition of curb, the scope of the project and the design plans obviously changes. We have completed some preliminary estimates for two additional options to add curb to the roadway. A summary is as follows:

Option 1 – Reconstruct roadway. This option would completely remove the existing pavement and reconstruct the roadway. The road grade would be lowered to establish positive drainage from the ROW over the new curbing. This would be the ideal design, basically starting from scratch. It is also however the most expensive and the existing pavement condition does not really warrant reconstruction yet. We estimate the total cost of this option to be approximately \$450,000

Option 2 – Add curbing to existing roadway and rehabilitate roadway. This option attempts to salvage as much of the existing pavement as possible, and simply add curbing to the design that is currently proposed. The challenge with this is that the new curbing will be higher than grades at the ROW (or sidewalk), and therefore requires some form of drainage system behind the curb. Most areas would have a ditch or swale behind the curb, but some storm sewer will be required. We estimate that the total cost of this option would be approximately \$325,000.

From a timing standpoint, MDOT has clarified that all ARRA projects must have GI plans submitted by 12/30/09. Looking at their 2010 Project Planning Guide, the last letting that we could make would require submitting plans by 12/18. In talking with MDOT staff, they are strongly encouraging everyone to get their plans submitted sooner, as they expect a

Memorandum



surge of plans near the deadline.

The current "Log-Style" rehab design package will take approximately 3 weeks to complete, so we have some time to wait if the Village wants to consider a different option. Either of the options above with curb and gutter will require some field topo, and more detailed plans. I would allow 4 - 6 weeks for this type of project. In either scenario, pushing the deadline is not a good idea, so starting sooner is always better.

I also checked on the federal funding for this project with SEMCOG and the TIP is programmed with \$100,000 allocated. My original notes from the WATS technical meeting had it listed at \$120,000. I am not sure when the change occurred. As it stands, we'll hold on proceeding too far with the current project until you confirm. If you have any questions, feel free to give me a call.

AGENDA 8-24-09

ITEM L-3

Approved

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: Donna Dettling

Printed Name: Donna Dettling

Title: Village Manager

Date: 8/24/09 Council Approved.



Engineering Advisors

ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road, Livonia, Michigan, 48150

OPINION OF PROBABLE CONSTRUCTION COST

Telephone: (734) 622-8711 FAX: (734) 466-4557

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, CI 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 Nutrlent, CI A	11	Lb	\$ 3.00	\$ 33.00
8160042	Seeding, Mixture TUF	11	Lb	\$ 10.00	\$ 110.00
8160061	Topsoil Surface, Furn, 3 Inch	223	Syd	\$ 4.00	\$ 892.00
8160080	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.

AGENDA 9-28-09

ITEM M-8
~~cnicholls@villageofdexter.org~~

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: September 28, 2009
Re: Town Hall Meeting Update

The plan for the Town Hall meeting is to provide citizens with a brief overview of the Village's efforts towards walkability in the past and areas of concerns/plans for the future. President Keough has volunteered to lead this discussion using a Powerpoint presentation. Following this, the schools will do a brief update on their efforts to increase the walkability of their campus.

Once these two presentations are complete, the floor will be open to questions on walkability and general topics.

The set-up of the room will be identical to the set-up for our last meeting with Council in a single row in the front of the room facing the audience.

