

Work Session – Village Facilities
6:00 p.m. – 7:15 p.m.
Copeland Board Room – 7714 Dexter Ann Arbor

THE VILLAGE OF DEXTER
VILLAGE COUNCIL MEETING

Monday, October 26, 2009

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

Dexter Senior Center, 7720 Dexter Ann Arbor Road

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

- | | | |
|---------------------------------------|------------------------------------|--------------------------------------|
| B. ROLL CALL: President Keough | J. Carson
D. Fisher
J. Smith | P. Cousins
J. Semifero
R. Tell |
|---------------------------------------|------------------------------------|--------------------------------------|

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting Minutes – October 12, 2009

Page # 1-6

D. PRE-ARRANGED PARTICIPATION:

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

E. APPROVAL OF AGENDA:

F. 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.”

www.villageofdexter.org

G. NON-ARRANGED PARTICIPATION:

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

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Town Hall Meeting Comments / Article from Wall Street Journal
3. Michigan Municipal League – Elected Officials Academy
4. Comcast Information
5. September Citation Report

Page # 7-30

I. REPORTS:

1. Finance Director/Treasurer – Marie Sherry
First Quarter Report

Page # 31-44

2. Community Development Manager – Allison Bishop – Written Report Only
First Quarter Board and Commission Update **Page # 45-54**
Supplemental Report **Page # 55-88**

3. 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
Library Board Representative
Parks & Recreation Commission - Joe Semifero
Planning Commission Chair
Tree Board Chair
Washtenaw Area Transportation Study Policy Committee Rep
Western Washtenaw Area Value Express Representative – Jim Carson

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

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4. Subcommittee Reports - None

5. Village Manager Report

Page # 89-100

6. President's Report

Page # 101-104

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

1. Consideration of: Bills & Payroll in the amount of: \$ 126,247.46

Page # 105-112

K. OLD BUSINESS- Consideration and Discussion of:

1. Discussion of: Facilities
Information from Cornerstone Design

Page # 113-130

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Setting a Public Hearing for November 23, 2009 to consider the creation of an Industrial Development District at 7300 Huron River Drive

Page # 131-138

2. Consideration of: 2009/ 2010 Budget Amendments

Page # 139-140

3. Consideration of: Estoppel Certificate – Cedars of Dexter

Page # 141-166

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

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

O. ADJOURNMENT

DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, OCTOBER 12, 2009

AGENDA 10-26-09
ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

B. ROLL CALL: President Keough

J. Carson-absent	P. Cousins
D. Fisher-arrived at 7:38 pm	J. Semifero
J. Smith	R. Tell-absent

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting Minutes - September 14, 2009

Motion Smith; support Carson to approve the minutes of September 14, 2009 (9/28)

Motion Semifero; support Cousins to postpone the approval of the Regular Council Minutes of September 14, 2009 until the next meeting. (9/28)

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

Nays: None

Motion carries

Motion Smith; support Cousins to approve the September 14, 2009, Regular Council Minutes with the following corrections:

Page 3, K-1 – add (Viaduct Replacement) to Main Street Bridge Phase Funding Updates

Page 4, L-1 – add Prior to the vote, Assistant Manager Nicholls reviewed the part of the process of becoming a city that covers the opportunity for public input and their opportunity to vote on the issue

Page 5, N -- remove capital B from before in Mr. Van Heck's comments

Ayes: Cousins, Smith, Semifero and Keough

Nays: None

Absent: Fisher, Tell and Carson

Motion carries

2. Joint Meeting with the School Board – September 16, 2009

3. Regular Council Meeting Minutes – September 28, 2009

Motion Semifero, support Smith to approve the minutes of the Joint Meeting with the Dexter School Board on September 16, 2009 and the Regular Council Meeting on September 28, 2009.

Unanimous voice vote for approval

D. PREARRANGED PARTICIPATION

None

E. APPROVAL OF THE AGENDA

Motion Cousins; support Semifero to approve the agenda.

Unanimous voice vote for approval

F. PUBLIC HEARINGS

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

None

G. NON-ARRANGED PARTICIPATION

None

H. COMMUNICATIONS:

- a. Upcoming Meeting List
- b. Act 51 – Map Updates
- c. DAPCO Industries – Renewal of Clean Corporate Citizen Designation
- d. Comcast Letter

I. REPORTS

- 1. Economic Development Consultant – Shawn Ferguson
September Report and Review of Presentation for October 21 Chamber
After Hours Event

Mr. Ferguson submits his report as per packet. In addition Mr. Ferguson presented a preview of the slide presentation that will be given on October 21 along with Dexter Community Schools and the Dexter Area Chamber of Commerce.

- 2. Boards, Commissions. & Other Reports-“Bi-annual or as needed”

Western Washtenaw Area Value Express Representative – Jim Carson

Report will be rescheduled to the next meeting due to the absence of Mr. Carson.

- 3. Subcommittee Reports - None

- 4. Village Manager Report

Mrs. Dettling submits her report as per packet. In addition Mrs. Dettling mentioned additional handouts in front of council members; weather permitting, Dexter Crossings will be paved this week; have had inquiries from other communities regarding contracting for leaf pick-up service; and DTE

and AF Smith have completed work for bridge lights and they should be on soon.

5. President's Report

Mr. Keough submits his report as per packet. In addition Mr. Keough mentioned the minutes from the Regional Fire Department meeting and that any Council members are welcome to attend; met with Rob Glass regarding the irrigation well for Dexter Schools and will set up an administrative meeting on this subject with the schools; the Downtown Development Authority now meets on the third Thursday of the month at 7:30 am at the Senior Center and will have the topic of Crosswalks in the downtown area on the agenda this month; have not yet made a decision on members of the DAPCO re-development committee, Trustee Fisher has expressed an interest to be on the committee representing Council; and talked with Doug Fuller regarding road improvements in Scio Township with a special assessment district.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$251,428.49
2. Consideration of: 2010 Village Meeting Calendar

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

Unanimous voice vote for approval

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of: Facilities
 - a) Information from Cornerstone Design
 - b) Setting a Workshop to Discuss the Relationship of Village Offices to the Fire Department

Motion Semifero; support Smith to table item K-1, Discussion of Facilities,

Ayes: Smith, Semifero, Fisher, Cousins and Keough

Nays: None

Absent: Tell and Carson

Motion carries

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Sustain Our Great Lakes Grant Submittal – Revised Resolution

Motion Semifero; support Cousins to approve the revised resolution of the Sustain Our Great Lakes Grant Program to support local governments to protect and improve watershed health and the program supports habitat restoration; and 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 \$253,622 for 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 and other resources.

Ayes: Semifero, Fisher, Cousins, Smith and Keough

Nays: None

Absent: Tell and Carson

Motion carries

2. Consideration of: Park Use Fee

Motion Fisher; support Cousins to approve the revised Park Use Fee as recommended by the Park & Recreation Commission becoming effective October 12, 2009.

Ayes: Cousins, Smith, Fisher, Semifero and Keough

Nays: None

Absent: Tell and Carson

Motion carries

Motion Smith, support Fisher to remove from the table item K-1, Discussion of Facilities.

Ayes: Cousins, Fisher, Smith, Semifero and Keough

Nays: None

Absent: Carson and Tell

Motion carries

Discussion followed regarding the information provided by Rich Henes of Cornerstone Design with questions regarding size of the tower and location of bathrooms. The questions will be forwarded on to Mr. Henes for future discussion.

M. COUNCIL COMMENTS

Cousins The Dexter Chamber has changed their monthly meeting to 9 am at the Dexter Library; showed an example of the product used to line the sewers; on October 11, the Dexter Library had a showing of Marti Davis' late husband's photographs of Dexter; and the Town Hall meeting was a good meeting, but Council did not participate as it was more of a presentation meeting.

Fisher None

Semifero Webster Township is asking for a renewal of the Safety and open spaces millage. They have not taken the lead from Scio Township which does not tax Village residents on these areas.

Jones Thank you to Paul and Ray for taking the Northfield Downtown
Development Authority on a tour of Dexter's DDA district on
October 4.
Smith None

N. NON-ARRANGED PARTICIPATION

None

O. ADJOURNMENT

Motion Fisher; support Smith to adjourn at 9:27 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
Washtenaw Area Transportation Study-Policy	10/21/2009	9:30 a.m.	Scio Township Hall	http://www.miwats.org/	Jim Carson
Washtenaw County Board of Commissioners	10/21/2009	6:45 p.m.	Board Room, Admin Building	http://www.ewashtenaw.org/government/boc/	
Webster Township Planning	10/21/2009	7:30 p.m.	Webster Township Hall	http://www.twp.webster.mi.us/	
Huron River Watershed Council	10/22/2009	5:30 p.m.	1100 N. Main, Suite 210, Ann Arbor	http://www.hrwc.org/	Paul Cousins
Southeast Michigan Council of Governments	10/22/2009	4:30 p.m.	Concorde Inn - Clinton Township	http://www.semco.org	Shawn Keough
Dexter Village Council	10/26/2009	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Chelsea City Council	10/27/2009	7:00 p.m.	Washington Street Education Center	http://www.city-chelsea.org/	
Dexter Township Planning	10/27/2009	7:00 p.m.	Dexter Township Hall	http://www.twp-dexter.org/	
Scio Township Board	10/27/2009	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Western Washtenaw Area Value Express	10/27/2009	8:15 a.m.	Chelsea Community Hospital		Jim Carson
Dexter Community Schools Board of Education	11/2/2009	7:00 p.m.	Creekside Intermediate School	http://web.dexter.k12.mi.us/	
Dexter District Library Board	11/2/2009	7:30 p.m.	Dexter District Library	http://www.dexter.lib.mi.us/	
Dexter Village Planning Commission	11/2/2009	7:30 p.m.	Senior Center	http://www.villageofdexter.org	Jim Carson
Dexter Village Arts, Culture & Heritage Commi	11/3/2009	7:00 p.m.	Senior Center	http://www.villageofdexter.org	Paul Cousins
Washtenaw County Road Commission	11/3/2009	1:00 p.m.	Road Commission Offices	http://www.wcroads.org/	
Washtenaw Area Transportation Study- Techni	11/4/2009	9:30 a.m.	Road Commission Offices	http://www.miwats.org/	
Washtenaw County Board of Commissioners	11/4/2009	6:45 p.m.	Board Room, Admin Building	http://www.ewashtenaw.org/government/boc/	
Dexter Area Historical Society	11/5/2009	7:30 p.m.	Dexter Area Historical Museum	http://www.hvcn.org/info/dextermuseum/	
Dexter Village Council	11/9/2009	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Downtown Development Authori	11/9/2009	12:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Scio Township Planning	11/9/2009	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	

AGENDA 10-26-09
ITEM M-1

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

AGENDA 10-26-09

ITEM H-2

Town Hall Meeting
October 7, 2009
Walkability

Village Attendance: Shawn Keough, Jim Carson, Jim Smith, Ray Tell, Donna Fisher, Joe Semifero (arrived late), Carol Jones, Paul Cousins, Courtney Nicholls, Kurt Augustine, and Donna Dettling.

School Attendance: Rob Glass, Larry Cobbler, Dick Lundy, Julie Schumaker, Mike Wendorf, Mary Marshall, Sean Burton, Jeremy Hilobuk, Jerry Brand, and Jim Valenta

Provided below are bullet points for areas to improve walkability:

- Forest Street crossing at Baker could be improved
- Ann Arbor Street at Copeland and at St Andrews crossings all along this stretch of Ann Arbor street could be improved
- Third Street obstructions, trim back bushes for improved visibility
- Clearing sidewalks of snow along Dan Hoey and near Chelsea State Bank
- Chevy Dealership needs sidewalk
- Create well-defined intersection at Dan Hoey and Dexter Ann Arbor, using pavers or stamped asphalt, varying color pavement, paint.
- Enforcement issues for rights of pedestrians right of way in crosswalk
- Signage for pedestrians in crosswalks
- Snow plow pushing snow onto cleared sidewalks or piling up around intersections, and pedestrian actuators
- Museum parking lot on Inverness, parking lot snow is plowed onto sidewalks
- Speed Issues, ask County for Smart Trailers, or other visual speed display devices
- Change speed limits 35 mph vs. 25 mph, School Zone 20 mph allowed in other States
- Area near Post Office reduce speed
- Continue reminders for snow plowing, newsletter, other.
- Charter Members of Cedar's of Dexter they want to be able to safely walk into town
- Observe where kids are walking and put sidewalks in these areas.
- Use signage "Watch Your Speed", rumble strips or raised domes
- Baker Road Sidewalks have snow on them
- Striping of crosswalks near Fifth Street
- More benches and rest areas

Town Hall Meeting Feedback

What was the best thing about today's town hall meeting?

It was good. ~~Many~~ people were able to express concerns
Good attendance,

What (if anything) did you dislike about today's town hall meeting?

Nothing

How did you hear about tonight's meeting?

post card

Suggestions for future improvements or topics:

Town Hall Meeting Feedback

What was the best thing about today's town hall meeting?

What (if anything) did you dislike about today's town hall meeting?

How did you hear about tonight's meeting?

Mailing of yellow post card

Suggestions for future improvements or topics:

Town Hall Meeting Feedback

What was the best thing about today's town hall meeting?

open and informative

What (if anything) did you dislike about today's town hall meeting?

How did you hear about tonight's meeting?

Newsletter

Suggestions for future improvements or topics:

Town Hall Meeting Feedback

What was the best thing about today's town hall meeting?

learning what has happened + the future plans

What (if anything) did you dislike about today's town hall meeting?

How did you hear about tonight's meeting?

email

Suggestions for future improvements or topics:

Town Hall Meeting Feedback

What was the best thing about today's town hall meeting?

good town out

What (if anything) did you dislike about today's town hall meeting?

How did you hear about tonight's meeting?

email

Suggestions for future improvements or topics:

Town Hall Meeting Feedback

What was the best thing about today's town hall meeting?

- ① Hearing problems that others are having that I don't think about - age related difficulties.
- ② Seeing interested young people - (H.S. students?)

What (if anything) did you dislike about today's town hall meeting?

Nada - AOK

How did you hear about tonight's meeting?

Card in mail

Suggestions for future improvements or topics:

Review walkability handout for improvements.

Town Hall Meeting Feedback

What was the best thing about today's town hall meeting?

Well Organized, pleasant presentation

What (if anything) did you dislike about today's town hall meeting?

Did not start at scheduled time!

How did you hear about tonight's meeting?

Village email newsletter

Suggestions for future improvements or topics:

Town Hall Meeting Feedback

What was the best thing about today's town hall meeting?

*Nice Slides, good Q & A
Very informative meeting!*

What (if anything) did you dislike about today's town hall meeting?

How did you hear about tonight's meeting?

post card in the mail

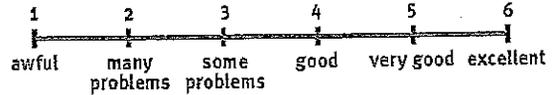
Suggestions for future improvements or topics:

Take a walk and use this checklist to rate your neighborhood's walkability.

How walkable is your community?

Location of walk

Rating Scale:



1. Did you have room to walk?

- Yes Some problems:
- Sidewalks or paths started and stopped
 - Sidewalks were broken or cracked
 - Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.
 - No sidewalks, paths, or shoulders
 - Too much traffic
 - Something else _____

Rating: (circle one) Locations of problems:
1 2 3 4 5 6 _____

4. Was it easy to follow safety rules? Could you and your child...

- Yes No Cross at crosswalks or where you could see and be seen by drivers?
- Yes No Stop and look left, right and then left again before crossing streets?
- Yes No Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
- Yes No Cross with the light?

Rating: (circle one) Locations of problems:
1 2 3 4 5 6 _____

2. Was it easy to cross streets?

- Yes Some problems:
- Road was too wide
 - Traffic signals made us wait too long or did not give us enough time to cross
 - Needed striped crosswalks or traffic signals
 - Parked cars blocked our view of traffic
 - Trees or plants blocked our view of traffic
 - Needed curb ramps or ramps needed repair
 - Something else _____

Rating: (circle one) Locations of problems:
1 2 3 4 5 6 _____

Turning left from Dan Hoey on to Ann Arbor st the ped. walk way needs to be more visible

5. Was your walk pleasant?

- Yes Some problems:
- Needed more grass, flowers, or trees
 - Scary dogs
 - Scary people
 - Not well lighted
 - Dirty, lots of litter or trash
 - Dirty air due to automobile exhaust
 - Something else _____

Rating: (circle one) Locations of problems:
1 2 3 4 5 6 _____

3. Did drivers behave well?

- Yes Some problems: Drivers ...
- Backed out of driveways without looking
 - Did not yield to people crossing the street
 - Turned into people crossing the street
 - Drove too fast
 - Sped up to make it through traffic lights or drove through traffic lights?
 - Something else _____

Rating: (circle one) Locations of problems:
1 2 3 4 5 6 _____

How does your neighborhood stack up? Add up your ratings and decide.

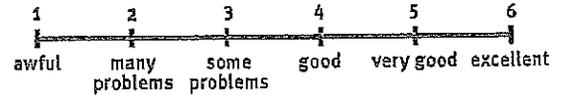
1. _____ 26-30 Celebrate! You have a great neighborhood for walking.
2. _____ 21-25 Celebrate a little. Your neighborhood is pretty good.
3. _____ 16-20 Okay, but it needs work.
4. _____ 11-15 It needs lots of work. You deserve better than that.
5. _____ 5-10 It's a disaster for walking!
- Total: _____

Take a walk and use this checklist to rate your neighborhood's walkability.

How walkable is your community?

Location of walk

Rating Scale:



1. Did you have room to walk?

- Yes Some problems:
- Sidewalks or paths started and stopped
 - Sidewalks were broken or cracked
 - Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.
 - No sidewalks, paths, or shoulders
 - Too much traffic
 - Something else _____

Rating: (circle one) Locations of problems:
 1 2 3 4 5 6 _____

4. Was it easy to follow safety rules?
 Could you and your child...

- Yes No Cross at crosswalks or where you could see and be seen by drivers?
- Yes No Stop and look left, right and then left again before crossing streets?
- Yes No Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
- Yes No Cross with the light?

Rating: (circle one) Locations of problems:
 1 2 3 4 5 6 _____

2. Was it easy to cross streets?

- Yes Some problems:
- Road was too wide
 - Traffic signals made us wait too long or did not give us enough time to cross
 - Needed striped crosswalks or traffic signals
 - Parked cars blocked our view of traffic
 - Trees or plants blocked our view of traffic
 - Needed curb ramps or ramps needed repair
 - Something else _____

Rating: (circle one) Locations of problems:
 1 2 3 4 5 6 _____

5. Was your walk pleasant?

- Yes Some problems:
- Needed more grass, flowers, or trees
 - Scary dogs
 - Scary people
 - Not well lighted
 - Dirty, lots of litter or trash
 - Dirty air due to automobile exhaust
 - Something else _____

Rating: (circle one) Locations of problems:
 1 2 3 4 5 6 _____

3. Did drivers behave well?

- Yes Some problems: Drivers ...
- Backed out of driveways without looking
 - Did not yield to people crossing the street
 - Turned into people crossing the street
 - Drove too fast
 - Sped up to make it through traffic lights or drove through traffic lights?
 - Something else _____

Rating: (circle one) Locations of problems:
 1 2 3 4 5 6 None

How does your neighborhood stack up?
 Add up your ratings and decide.

1. ✓✓✓ 26-30 *We* Celebrate! You have a great neighborhood for walking.
2. _____ 21-25 Celebrate a little. Your neighborhood is pretty good.
3. _____ 16-20 Okay, but it needs work.
4. _____ 11-15 It needs lots of work. You deserve better than that.
5. _____ 5-10 It's a disaster for walking!
- Total: _____

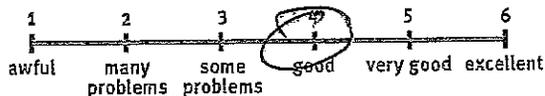
STATES ALL) HAVE 20 MILE at schools

Take a walk and use this checklist to rate your neighborhood's walkability.

How walkable is your community?

Location of walk _____

Rating Scale:



1. Did you have room to walk?

- Yes Some problems:
- Sidewalks or paths started and stopped
 - Sidewalks were broken or cracked
 - Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.
 - No sidewalks, paths, or shoulders
 - Too much traffic
 - Something else _____

Rating: (circle one)
1 2 3 4 5 6

Locations of problems: _____

4. Was it easy to follow safety rules?
Could you and your child...

- Yes No Cross at crosswalks or where you could see and be seen by drivers?
- Yes No Stop and look left, right and then left again before crossing streets?
- Yes No Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
- Yes No Cross with the light?

Rating: (circle one)
1 2 3 4 5 6

Locations of problems: _____

2. Was it easy to cross streets?

NO!

- Yes Some problems:
- Road was too wide
 - Traffic signals made us wait too long or did not give us enough time to cross
 - Needed striped crosswalks or traffic signals
 - Parked cars blocked our view of traffic
 - Trees or plants blocked our view of traffic
 - Needed curb ramps or ramps needed repair
 - Something else _____

Rating: (circle one)
1 2 3 4 5 6

Locations of problems: _____

5. Was your walk pleasant?

- Yes Some problems:
- Needed more grass, flowers, or trees
 - Scary dogs
 - Scary people
 - Not well lighted
 - Dirty, lots of litter or trash
 - Dirty air due to automobile exhaust
 - Something else _____

Rating: (circle one)
1 2 3 4 5 6

Locations of problems: _____

3. Did drivers behave well?

NO

- Yes Some problems: Drivers ...
- Backed out of driveways without looking
 - Did not yield to people crossing the street
 - Turned into people crossing the street
 - Drove too fast
 - Sped up to make it through traffic lights or drove through traffic lights?
 - Something else _____

Rating: (circle one)
1 2 3 4 5 6

Locations of problems: _____

How does your neighborhood stack up?
Add up your ratings and decide.

- 1. _____ 26-30 Celebrate! You have a great neighborhood for walking.
- 2. _____ 21-25 Celebrate a little. Your neighborhood is pretty good.
- 3. _____ 16-20 Okay, but it needs work.
- 4. _____ 11-15 It needs lots of work. You deserve better than that.
- 5. _____ 5-10 It's a disaster for walking!

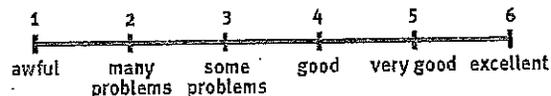
Total: _____

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Location of walk

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- Sidewalks or paths started and stopped
 - Sidewalks were broken or cracked
 - Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.
 - No sidewalks, paths, or shoulders
 - Too much traffic
 - Something else _____

Rating: (circle one)

1 2 **3** 4 5 6

Locations of problems:

*5th Alpine east fr library
Alpine piece is very nice!*

4. Was it easy to follow safety rules?
Could you and your child...

- Yes No Cross at crosswalks or where you could see and be seen by drivers?
- Yes No Stop and look left, right and then left again before crossing streets?
- Yes No Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
- Yes No Cross with the light?

Rating: (circle one)

1 2 **3** 4 5 6

Locations of problems:

*@ end of Main St bridge to
get across main st.*

2. Was it easy to cross streets?

- Yes Some problems:
- Road was too wide
 - Traffic signals made us wait too long or did not give us enough time to cross
 - Needed striped crosswalks or traffic signals
 - Parked cars blocked our view of traffic
 - Trees or plants blocked our view of traffic
 - Needed curb ramps or ramps needed repair
 - Something else _____

Rating: (circle one)

1 2 3 4 **5** 6

Locations of problems:

*Shield Rd & Baker
Shield Rd & Mill Creek*

5. Was your walk pleasant?

- Yes Some problems:
- Needed more grass, flowers, or trees
 - Scary dogs
 - Scary people
 - Not well lighted
 - Dirty, lots of litter or trash
 - Dirty air due to automobile exhaust
 - Something else _____

Rating: (circle one)

1 2 3 4 **5** 6

Locations of problems:

3. Did drivers behave well?

- Yes Some problems: Drivers ...
- Backed out of driveways without looking
 - Did not yield to people crossing the street
 - Turned into people crossing the street
 - Drove too fast
 - Sped up to make it through traffic lights or drove through traffic lights?
 - Something else _____

Rating: (circle one)

1 **2** 3 4 5 6

Locations of problems:

Main St, in particular

How does your neighborhood stack up?
Add up your ratings and decide.

1. _____ 26-30 Celebrate! You have a great neighborhood for walking.
2. _____ 21-25 Celebrate a little. Your neighborhood is pretty good.
3. _____
4. *18* **16-20** Okay, but it needs work.
5. _____ 11-15 It needs lots of work. You deserve better than that.
- Total: *18* 5-10 It's a disaster for walking!

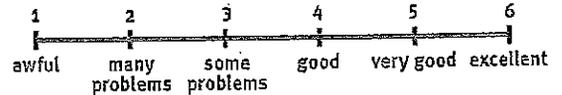
Oct 20¹⁴

Take a walk and use this checklist to rate your neighborhood's walkability.

How walkable is your community?

Location of walk

Rating Scale:



1. Did you have room to walk?

- Yes Some problems:
- Sidewalks or paths started and stopped
 - Sidewalks were broken or cracked
 - Sidewalks were blocked with poles, signs, shrubbery, dumpsters, etc.
 - No sidewalks, paths, or shoulders
 - Too much traffic
 - Something else Historic Bridge

Rating: (circle one)

1 2 3 4 5 6

Locations of problems:

Issues of speed

difference 30 into Town 45 out

2. Was it easy to cross streets?

- Yes Some problems:
- Road was too wide
 - Traffic signals made us wait too long or did not give us enough time to cross
 - Needed striped crosswalks or traffic signals
 - Parked cars blocked our view of traffic
 - Trees or plants blocked our view of traffic
 - Needed curb ramps or ramps needed repair
 - Something else _____

Rating: (circle one)

1 2 3 4 5 6

Locations of problems:

4. Was it easy to follow safety rules? Could you and your child...

- Yes No
- Cross at crosswalks or where you could see and be seen by drivers?
 - Stop and look left, right and then left again before crossing streets?
 - Walk on sidewalks or shoulders facing traffic where there were no sidewalks?
 - Cross with the light?

Rating: (circle one)

1 2 3 4 5 6

Locations of problems:

5. Was your walk pleasant?

- Yes Some problems:
- Needed more grass, flowers, or trees
 - Scary dogs
 - Scary people
 - Not well lighted
 - Dirty, lots of litter or trash
 - Dirty air due to automobile exhaust
 - Something else _____

Rating: (circle one)

1 2 3 4 5 6

Locations of problems:

3. Did drivers behave well?

- Yes Some problems: Drivers ...
- Backed out of driveways without looking
 - Did not yield to people crossing the street
 - Turned into people crossing the street
 - Drove too fast
 - Sped up to make it through traffic lights or drove through traffic lights?
 - Something else Speeding (constant)

Rating: (circle one)

1 2 3 4 5 6

Locations of problems:

Various places

How does your neighborhood stack up? Add up your ratings and decide.

- 1. _____ 26-30 Celebrate! You have a great neighborhood for walking.
- 2. _____
- 3. _____ 21-25 Celebrate a little. Your neighborhood is pretty good.
- 4. _____ 16-20 Okay, but it needs work.
- 5. _____ 11-15 It needs lots of work. You deserve better than that.
- 6. _____ 5-10 It's a disaster for walking!

Begin seeing your opportunities ▶



THE WALL STREET JOURNAL

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THE WALL STREET JOURNAL

WSJ.com

SEPTEMBER 19, 2009

Making Suburbia More Livable

The nation's sprawling suburbs may have been a good place to grow up, but they're a tough place to grow old. Here's how towns are beginning to 'retrofit' their neighborhoods—and what your community might look like in the future.

By GLENN RUFFENACH

Sitting in his office in Fayetteville, Ga., Ken Steele, the town's mayor, is poring over a local street map, explaining how this suburb of Atlanta hopes to transform itself into a "lifelong community"—and why neighborhoods across the country need to do the same.

"Every small community has the same problem," says Mr. Steele, age 69. "We want residents to be able to age in place, to meet their needs...here, without having to move away."

To that end, he indicates on the map how a new street grid could reduce traffic in the center of town and help Fayetteville become a "walking community"; how new town homes and condominiums, in an area where single-family homes have long been the norm, could give residents of all ages more housing options; and how new greenways and parks could promote social interaction.

"Lenders, landowners, developers—they're all talking now," Mr. Steele says of the project. "We really can't afford to wait."

That sense of urgency is understandable. The nation's sprawling suburbs—home to as much as half of the U.S. population and more than 30 million people age 55-plus—may have been a good place to grow up. But the suburbs are proving a tough place to grow old.

Indeed, as the country ages, suburbia's widely assumed benefits—privacy, elbow room, affordability—tend to vanish. Maintaining yards and homes requires more effort; driving everywhere, and for everything, becomes expensive and, eventually, impossible. (Research shows that men and women who reach their 70s, on average, outlive their ability to drive by six and 10 years, respectively.)

Even something as simple as the absence of sidewalks can discourage older adults from walking through their neighborhoods and seeing other people.

Suddenly, "all that privacy that drew people to the suburbs in the first place can become isolation," says Ellen Dunham-Jones, associate professor of architecture and urban design at Georgia Institute of Technology in Atlanta.

One answer, of course, is to leave. Active-adult communities and assisted-living facilities exist to mitigate some of the drawbacks of growing old on a cul-de-sac. That said, the vast majority of older adults don't want to move. Fully 85% of surveyed individuals age 50-plus told AARP, the Washington-based advocacy group, that they wish to remain in their communities for as long as possible. And those communities, invariably, want the same thing: a strong mix of ages, interests and abilities among residents.

Perhaps a better solution, and one finding favor in more circles, is the idea of "retrofitting" suburbia and developing, as seen on the drawing board in Fayetteville, "lifelong communities." Such projects typically involve taking a neighborhood or site within an existing town or suburb and creating a compact, walkable community—one with alternatives to single-family homes, such as condominiums or row houses. Ideally, older residents in large homes will

have the option of downsizing and remaining in a community where they can access restaurants, shopping and other amenities and services on foot.

As simple or as practical as that idea might sound, reshaping suburbia requires elected officials like Mr. Steele, as well as planners, developers, architects and builders, to address a host of issues. They can be as large as transportation networks and zoning codes, and as small as the type of cooktop installed in a condominium's new kitchen, one that has to be safe for people ages nine through 90.

"From the region down to the doorknob—that's the challenge: integrating it all," says Andrés Duany, co-founder of Duany Plater-Zyberk & Co., an international planning and architectural firm based in Miami, and a leading voice in efforts to retrofit suburbia.

How does a suburb go about making itself more livable for older adults? Here's how several efforts are playing out—and what your suburban community might look like in the future.

New Priorities

The idea of lifelong communities grew out of New Urbanism, a design movement started in the 1980s. Neighborhood centers (think: town squares), "walkability" (leaving the car in the garage) and lots of choices (a mix of housing options, services and amenities) are emphasized.

Such communities, of course, are often built from scratch. One early and prominent example is the Florida beach town of Seaside, with its much-photographed cottages and public spaces. But existing towns and suburbs can add features as well, like pedestrian-friendly thoroughfares and more diversified housing, which allow people to age in place.

"We aren't proposing to demolish entire single-family neighborhoods," says Prof. Dunham-Jones at Georgia Tech. Rather, "the idea is to revitalize an area by inserting more choices for people, especially more urban choices."

One such retrofit is taking place in Lakewood, Colo., a large suburb (population 147,000) west of Denver. In the late 1990s, an indoor shopping mall in town had started losing stores, customers and sales. In 2002, local officials and developers began converting the 104-acre site into a mixed-use neighborhood, called Belmar, where people could live, work and play.

Today, Belmar is 22 blocks of "urban choices"—offices, homes, shops, restaurants and entertainment—set in the heart of suburbia.

"The change is pretty dramatic," says Mike Rock, retired city manager of Lakewood who helped direct Belmar's development. "Buildings are pulled right up to the sidewalk; residential living is above the retail outlets. You don't expect to see this in a suburban setting."

Shoppers, office workers and residents fill the development's public plaza, park and mix of nearly 800 apartments, lofts, row homes and condominiums. (The total is expected to reach about 1,300 in 2012.) In spring and summer, a street market features fare from local farmers and gourmet shops; in winter, the community's one-acre plaza becomes an ice-skating rink.

Mr. Rock, 61 years old, settled in Belmar when the development opened. For him and many others, he says, the draws are convenience and diversity.

"Many weekends, my wife and I don't use the car," he says. Movies, an athletic club, a coffee house and restaurants are all within walking distance. "I regularly see people who are 10 years older than me—and 30 years younger," he adds. "I like that. I like the vibrancy."

Indeed, research has shown that many suburbanites, despite their attachment to big homes in big yards, are looking for features found in developments like Belmar. In a survey of 1,600 primarily suburban households in Atlanta and Boston, Jonathan Levine, a professor of urban and regional planning at the University of Michigan, found that about one-third of Atlantans and about four in 10 Bostonians liked the idea of having public transit and pedestrian environments.

Five to Watch

Perhaps the most ambitious effort in the U.S. to develop lifelong communities is taking place in and around Atlanta. The city and its suburbs, like much of the country, are staring at a substantial increase in the 60-plus population. By

2030, one out of every five residents in the Atlanta region will be 60 or older, up from one in 10 today. But the region is short on manpower and money to accommodate older adults' needs.

Accordingly, the Atlanta Regional Commission, the planning agency for the 10-county metropolitan area, is working with architects, developers and local officials to design communities where, in the words of the commission, "people of all ages and abilities can live as long as they would like." Ideally, the efforts will serve as a template for other suburban "retrofits" across the country.

Five lifelong communities are on the drawing boards. Created by Duany Plater-Zyberk, the Miami firm, each starts with an existing setting—a suburb or small town, for instance—and, first, "repairs" the local infrastructure. Typically, that involves changing street grids to connect neighborhoods and making it easier to walk to services and amenities. Next, the plans add features—social spaces, housing, shops, transportation options, recreation and entertainment facilities—that help address the needs of an aging population.

The plan for Fayetteville, the town south of Atlanta, calls for new "greenway paths" for pedestrians, a shuttle bus to shopping and health-care services, and improved links among neighborhoods.

Then there's the showstopper: taking a 38-acre undeveloped site that in the past might have supported 38 single-family homes, and wedging in more than 200 housing units, including town homes and condominiums, around a neighborhood square. For older Fayetteville residents with large homes, it could be an attractive option for remaining in the community.

That kind of development and density are "unheard of" in the Fayetteville area, says Jan Trammell, a local builder and developer. But "we can't keep doing what we've been doing," she adds.

"Space is something we thought we had to have" in the suburbs, says Ms. Trammell, age 74. "But we can't afford that today—time-wise or money-wise. Putting a single house on a one-acre lot means more street in front of that house, longer electric and gas lines to run to the house, more yard and shrubs to cut, and a bigger property-tax bill for the owners. We're all tired of that. I know I am."

Turning blueprints into reality, however, will require a lot of convincing and arm-twisting.

"There are 'nuggets' of good things happening," says Elinor Ginzler, senior vice president for livable communities at AARP. "But how often do you find a community design that allows you to live, shop, work and have [access to] services in a consolidated area? As people get older, that's quite a challenge."

Charles Krautler, director of the Atlanta Regional Commission, rattles off a list of the hurdles local governments face: the competing needs of different groups ("The elderly want Meals on Wheels and senior centers, but that's not what the baby boomers want."); zoning codes that have to change; local opposition that views some building plans as "fairly radical," such as multifamily housing; and educating the many parties involved.

At a recent planning meeting in Mableton, Ga., another of the five sites in the greater Atlanta project, Stephen Macauley, a local developer, goes through a partial list of the "stakeholders" involved: Mableton residents, county commissioners, state and local departments of transportation, planning and zoning officials, the local economic development office, the parks and recreation department, county schools, a Baptist church, a regional library—and, possibly, a local garden club. Not to mention landowners, architects and builders. "If we do this right, we can create a model for many, many communities," Mr. Macauley says. "The challenge is getting all these players to work together."

Financing, too, comes up at the Mableton meeting—as it does with every retrofit. Redesigning the nation's suburbs will be costly (Belmar in Colorado will top out at about \$850 million), and the current economic climate would seem to throttle most ambitions.

But speaking in June to a gathering of local officials in Atlanta, Mr. Duany, the architect, said the recession actually was forcing planners, builders and developers to look beyond traditional designs and begin considering what towns and neighborhoods should look like in the next 50 years. That includes shaping lifelong communities.

"Planning has been based on wealth," he said at the meeting. "We would build six lanes just to go to Starbucks; we would throw infrastructure and services after people, which was incredibly inefficient."

But "this recession has given us a chance to *think*. It's a wonderful opportunity to get things done that you couldn't get done just two or three years ago."

--Mr. Ruffenach is a reporter and editor in the Atlanta bureau of *The Wall Street Journal* and the editor of *Encore*. He can be reached at encore@wsj.com.

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michigan municipal league

AGENDA 10-21-09

ITEM M-3

October 9, 2009

Dear Manager or Clerk:

As the lead administrator of your community, you know the benefit of council members who understand their roles and responsibilities, and the laws and duties they are obligated to follow. The challenges of diminished revenue and increased costs, coupled with citizen demands and the need to adapt and change, make it imperative that elected leaders employ model governance practices.

To ensure your council members receive governance training, hold a spot for them now in the Michigan Municipal League's Elected Officials Academy (EOA) workshops for newly elected and seasoned members. The EOA provides elected officials an opportunity to learn best practices and strategies of successful councils.

The newly elected officials training consists of core topics that first-timers should be aware of. Topics include: **introduction to the League, overview of basic local government, roles and responsibilities, OMA, FOIA, and lobbying 101. There will also be a panel discussion with seasoned elected officials.** The newly elected officials training will begin immediately after November's election and will be held at convenient locations throughout the state. Participants will receive CEU credits and EOA credits which will go towards the Academy's three levels of recognition.

Even if you aren't sure how many new council members you will have, you are able to hold spots in the newly elected officials training by simply making a phone call. Reservations will be held until the results of the November election are known. Then, your city/village/township will be invoiced for your new member(s).

Thanks to a generous grant from MSHDA, we are able to offer the program for only \$10 per person. Each session will start with registration and a light dinner at 5:30, and will run from 6:00-9:00 p.m. The dates and locations are as follows:

- November 9- Lapeer
- November 12- Brighton
- November 17 - Kalamazoo
- November 18- Lake Odessa
- November 19- Saginaw

Specific location information and directions will be posted on the League website next week, www.mml.org.

To hold spots in the program, or for additional information, please contact Jane Bruck, Events Coordinator, at (800) 653-2483 or by e-mail at jbruck@mml.org. We look forward to working with you.

Sincerely,

David Lossing
EOA President



AGENDA 10-26-09
ITEM 4-4

October 9, 2009

Donna Dettling, Manager
Village of Dexter
8140 Main St.
Dexter, MI 48130

Dear Ms. Dettling:

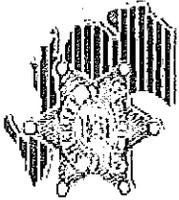
As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of changes to the channel lineup effective November 10, 2009. Customers will be notified of these changes by newspaper notice.

- Style (ch. 68) will move from Standard Basic to Digital Starter.
- Style (ch. 118) will be added to Digital Starter.
- Univision will move from Limited Basic to Digital Classic and remain on channel 98.
- Movieplex will move from Digital Starter to Digital Classic and remain on channel 149.

Please direct any customer calls about Comcast products, services and prices to 1-888-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week. As always, feel free to contact me directly at 734-254-1888 with any questions you may have.

Sincerely,

Frederick G. Eaton
Government Affairs Manager
Comcast, Michigan Region
41112 Concept Drive
Plymouth, MI 48170



Washtenaw County Sheriff's Activity Log

Area: 39 Dexter Village
Date Range: 09/01/2009 - 09/30/2009

Activity Log Citation by Area Report

Log ID:	Date:	Citation 1:	Location:	Ticket #:
88621	09/01/2009	C/1	3RD/DOVER Disobey stop sign	SH258094
154111	09/02/2009		CENTRAL/2ND	
154111	09/02/2009		2ND/EDISON	
154111	09/02/2009		CENTRAL/3RD	
154111	09/02/2009		CENTRAL/4TH	
154166	09/02/2009		BEHIND HACKNEY HARDARE	
154166	09/02/2009		BAKER/MAIN	SH258098
		Citation 1:	No Proof of Ins	
154344	09/03/2009		2ND/CENTRAL	
154344	09/03/2009		CENTRAL/3RD	
154560	09/04/2009		2ND/CENTRAL	
154560	09/04/2009		CENTRA/2ND	
154560	09/04/2009		CENTRAL/5TH	SH257076
		Citation 1:	SEATBELT	
154560	09/04/2009		CENTRAL/5TH	SH257077
		Citation 1:	no proof insur	
154560	09/04/2009		CENTRAL/4TH	SH256353
		Citation 1:	EXP PLATE	
154560	09/04/2009		3RD/CENTRAL	
154560	09/04/2009		CENTRAL/2ND	
154716	09/05/2009		CENTRAL/2ND	
154716	09/05/2009		CENTRAL/2ND	SH256354
		Citation 1:	NO PROOF INSUR	
154716	09/05/2009		CENTRAL/2ND	
154716	09/05/2009		ANN ARBOR/INVERNESS	SH256356
		Citation 1:	TAILLIGHT	
154716	09/05/2009		CENTRAL/2ND	
154817	09/06/2009		DEXTER ANN ARBOR RD/DAN HOEY RD	N/A
154880	09/06/2009		BAKER/GRAND	
155479	09/10/2009		ISL. LAKE/ DEX CHELSEA	
155514	09/10/2009		FIFTH / CENTRAL	

AGENDA 10-26-09
ITEM M-S.

Log ID: 155787	Date: 09/11/2009	Location: BAKER & HUDSON	Ticket #: SH252805
Citation 1:	C/I	License & Registration	Defective headlights
Log ID: 155830	Date: 09/11/2009	Location: CENTRAL & SECOND	Citat Other: OBSTRUCTED
Log ID: 155941	Date: 09/12/2009	Location: 4TH/HUDSON	
Citation 1:	C/I	Violation of posted speed limit	Ticket #: SH256407
Log ID: 156048	Date: 09/13/2009	Location: MAIN AND BAKER	
Log ID: 156052	Date: 09/13/2009	Location: BAKER RD/GRAND	Ticket #: SH257138
Citation 1:	MISD	Suspended/revoked ops	Open intox motor veh
Log ID: 156185	Date: 09/13/2009	Location: ANN ARBOR/EDISON	
Log ID: 156357	Date: 09/14/2009	Location: ANN ARBOR/HUDSON	Ticket #: SH256409
Citation 1:	C/I	Violation of posted speed limit	
Log ID: 156357	Date: 09/14/2009	Location: ANN ARBOR/HUDSON	Ticket #: SH256410
Citation 1:	C/I	Violation of posted speed limit	
Log ID: 156441	Date: 09/15/2009	Location: ANN ARBOR / KENSINGTON	Ticket #: SH-258042
Citation 1:	C/I	Violation of posted speed limit	
Log ID: 156636	Date: 09/16/2009	Location: CENTRAL ST/FIFTH ST	Ticket #: N/A
Log ID: 156743	Date: 09/16/2009	Location: CENTRAL / 4TH	
Log ID: 157375	Date: 09/20/2009	Location: HURON/CENTRAL	Ticket #: N/A
Log ID: 157396	Date: 09/20/2009	Location: CENTRAL ST/FIFTH ST	
Log ID: 158236	Date: 09/25/2009	Location: BAKER/GRAND	
Log ID: 158376	Date: 09/25/2009	Location: BAKER & HUDSON	Ticket #: SH252811
Citation 1:	C/I	Other: NO PROOF INSURANC	EXPIRED Registration
Log ID: 158380	Date: 09/25/2009	Location: MAIN / BAKER	
Log ID: 158532	Date: 09/26/2009	Location: CENTRAL/HURON	Ticket #: SH256411
Citation 1:	C/I	Loud exhaust	Other: No Tail Light
Log ID: 158536	Date: 09/26/2009	Location: MAIN/DEXTER-CHELSEA	Citat Other: No Turn Signals
Log ID: 158853	Date: 09/28/2009	Location: BROAD/4TH	
Citation 1:	C/I	Other: NO PROOF INSUR	Ticket #: SH256363

Total Traffic Stops: 44
 Total Citations Issued: 23
 Total Citation1's: 16
 Total Citation2's: 4
 Total Citation3's: 3
 Tickets Not Issued: 28

Traffic Stops that ended in an Arrest: 0

**Treasurer/Finance Director's Report to Council
Fiscal Year 2009/2010
First Quarter**

I am pleased to present you with the Treasurer/Finance Director's Report to Council for the First Quarter of Fiscal Year 2009/2010.

In this report I will give Council a more detailed view of this department's activities, as well as an overview of the Village's financial outlook. As always, if you have any questions, please call me. I would be happy to sit down with you.

Department Activities

Fiscal Year 2009/2010 Budget Award

On September 16th the Government Finance Officers Association (GFOA) awarded the Village its Distinguished Budget Presentation Award. The award documentation is attached to this report.

As a part of the process, the independent reviewers provided the Village with ratings and comments. There are four areas that are reviewed: The budget as a policy document, the budget as a financial plan, the budget as an operating guide, and the budget as a communications device. The Village scored the highest as a communications device, with all of the reviewers rating all of the criteria as proficient or outstanding. The criteria that the reviewers would like to see more detail on are the Village's capital improvements, future personnel needs, and performance measures.

I would like to share one of the reviewer's comments. He/she said "Your organization has put together an impressive first time submittal document from a small jurisdiction with limited staff. You are to be congratulated. I believe, however, there is room for improvement. I feel your budget is strongest as a communications device. As an operations guide, financial plan and policy document, I feel there is room for improvement. [The reviewer goes on to provide some resources for improvements.] Incorporate reviewer's comments and suggestions for improvements in succeeding document presentations. The Village of Dexter, Michigan, sounds like a very attractive place to live."

Although I wrote most of the document, this was very much a team effort. Donna Dettling, Allison Bishop and Ed Lobdell all provided vital information and all reviewed their departmental sections. Courtney Nicholls provided invaluable assistance by reading and providing comments on each section as it was completed.

2009 Village Taxes

The 2009 Village tax season is substantially complete. As of October, the Village has collected 91% of the taxes levied. Notices were mailed to delinquent taxpayers at the end of September. The Village will continue to collect taxes through February 28, 2010.

Fiscal Year 2008/2009 Audit

The audit is scheduled to start on Monday, October 26th.

Education and Committee Memberships

- I attended the Michigan Government Finance Officers Association (MGFOA) fall conference in September, and the Michigan Municipal Treasurers Association (MMTA) fall conference in October.
- I am currently a member of the Education Committee for the MMTA and the Mentor Committee for the MGFOA.

Fiscal Year 2009/2010 First Quarter Revenues and Expenditures

The Revenue/Expenditure Report is used to track how our revenue and expenditures compare to our budget. A general rule of thumb is that each quarter represents 25% of the budget, although certain departments may spend all of their budget at one time. I will give you an overview of the different funds, and then I will detail areas of concern.

The following is a summary of the revenues and expenditures for the First Quarter:

		QTD Actual	% of Budget
Revenue		\$ 2,064,186.66	71.2%
Expenditures		\$ 487,494.91	17.0%
	Village Council	\$ 9,685.71	17.4%
	Village Manager	\$ 73,200.70	26.3%
	Finance Department	\$ 217.56	1.9%
	Attorney	\$ 2,653.00	6.6%
	Village Clerk	\$ 813.00	11.3%
	Village Treasurer	\$ 31,053.30	30.0%
	Buildings & Grounds	\$ 13,171.24	22.4%
	Village Tree Program	\$ 1,907.40	5.8%
	Law Enforcement	\$ 38,430.42	7.1%
	Fire Department	\$ 76,562.99	23.9%
	Planning Department	\$ 31,026.56	25.7%
	Zoning Board of Appeals	\$ 195.00	17.7%
	Dept of Public Works	\$ 44,088.72	19.9%
	Downtown Public Works	\$ 12,584.11	16.1%
	Storm Water	\$ -	0.0%
	Engineering	\$ 1,345.75	12.2%
	Municipal Street Lights	\$ 14,878.08	26.1%
	Solid Waste	\$ 83,231.82	15.9%
	Parks & Recreation	\$ 16,260.96	13.2%
	Long-Term Debt	\$ -	0.0%
	Insurance & Bonds	\$ 25,188.61	27.2%
	Contributions	\$ 10,999.98	50.0%
	Capital Improvements	\$ -	0.0%
	Transfers Out	\$ -	0.0%

Revenue is at over 70% because a majority of the tax payments are made in the first quarter. A majority of expenditures are at or near benchmark. A budget amendment is being presented for the Treasurer's department due to a relatively large personal property tax refund through the Michigan Tax Tribunal. The Contributions department is higher than benchmark because two quarterly payments have been made for public transportation services.

Fund 202 - Major Streets Fund				
			QTD Actual	% of Budget
Revenue			\$ 150,242.61	45.5%
Expenditures			\$ 144,749.82	43.8%
	Administration		\$ -	0.0%
	Contracted Road Construction		\$ 22,510.00	28.1%
	Routine Maintenance		\$ 113,017.75	80.4%
	Traffic Services		\$ 4,828.85	15.2%
	Winter Maintenance		\$ 4,393.22	6.5%
Fund 203 - Local Streets Fund				
			QTD Actual	% of Budget
Revenue			\$ 219,761.20	89.7%
Expenditures			\$ 91,328.28	37.3%
	Administration		\$ -	0.0%
	Contracted Road Construction		\$ 6,616.30	33.1%
	Routine Maintenance		\$ 60,781.66	46.8%
	Traffic Services		\$ 2,901.61	13.6%
	Winter Maintenance		\$ 21,028.71	33.0%
Fund 204 - Municipal Streets Fund				
			QTD Actual	% of Budget
Revenue			\$ 572,006.37	98.3%
Expenditures			\$ 217,949.93	48.6%
	Administration		\$ 949.93	2.7%
	Transfers Out		\$ 217,000.00	52.5%

Revenue for both Fund 202 and Fund 203 are higher than benchmark due to the operating transfers that were made. Routine Maintenance is high, and several amendments are being presented for the work performed under the pavement management program. A budget amendments is being presented for the tax tribunal personal property tax refund from Fund 204.

Fund 590 - Sewer Fund				
			QTD Actual	% of Budget
Revenue			\$ 154,143.54	12.5%
Expenditures			\$ 184,114.14	17.7%
	Administration		\$ -	0.0%
	Sewer Utilities		\$ 178,591.89	27.2%
	Long-Term Debt		\$ -	0.0%
	Contingencies		\$ -	0.0%
	Capital Improvements		\$ 5,522.25	5.5%
Fund 591 - Water Fund				
			QTD Actual	% of Budget
Revenue			\$ 173,645.53	22.8%
Expenditures			\$ 105,843.18	34.3%
	Administration		\$ -	0.0%
	Water Utilities		\$ 85,865.68	22.5%
	Long-Term Debt		\$ 19,977.50	26.3%
	Contingencies		\$ -	0.0%
	Capital Improvements		\$ -	0.0%

The sewer and water revenue appears low, but this is due to the timing of the billings. Budget amendments are being submitted for refunds of prior year utility payments by Industrial Tectonics.

Miscellaneous Funds

Two budget amendments are being submitted for the miscellaneous funds. One is for the Michigan Tax Tribunal personal property tax refund from Fund 303. The second is for the outfitting of the truck that was purchased in Fiscal Year 2008/2009. This was supposed to be included in that fiscal year, but was delayed until the current fiscal year.



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

September 16, 2009

Ms. Marie Sherry
Treasurer/Finance Director
Village of Dexter
8140 Main Street
Dexter, MI 48130

Dear Ms. Sherry:

A Panel of independent reviewers has completed its examination of your budget document. We are pleased to inform you that the panel has voted to award your budget document the Distinguished Budget Presentation Award for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. Enclosed is an application form to facilitate a timely submission. This form should be submitted with four copies of your budget accompanied by the appropriate fee.

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

Marie Sherry, Treasurer/Finance Director

Your award plaque will be mailed separately and should arrive within eight to ten weeks. Enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria.

The following standardized text should be used:

Ms. Marie Sherrv

September 16, 2009

Page 2

The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **Village of Dexter, Michigan** for its annual budget for the fiscal year beginning **July 1, 2009**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

A press release is enclosed.

The Government Finance Officers Association encourages you to make arrangements for a formal presentation of the award. If you would like the award presented by a member of your state or provincial finance officers association, we can provide the name of a contact person for that group.

We appreciate your participation in this program and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients (with hyperlinks) can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Technical Services Center.

Sincerely,



Stephen J. Gauthier, Director
Technical Services Center

Enclosure



Government Finance Officers Association
 203 North LaSalle Street, Suite 2700
 Chicago, Illinois 60601-1210
 312.977.9700 fax: 312.977.4806

September 16, 2009

PRESS RELEASE

For Further Information Contact
 Stephen J. Gauthier (312) 977-9700

Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **Village of Dexter, Michigan** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Marie Sherry, Treasurer/Finance Director**.

For budgets including fiscal period 2007, 1,166 entities received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a nonprofit professional association serving over 17,600 government finance professionals throughout North America. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**Village of Dexter
Michigan**

For the Fiscal Year Beginning

July 1, 2009

President

Executive Director

Village of Dexter
Cash Accounts

General Ledger Name	Bank & Account Name	Purpose	Balance 09/30/09	Status of Cash	FDIC Insurance
General Fund					
Cash	TCF & National City Pooled	General operating	\$ 216,698.28	Unrestricted	Yes
Chelsea Bank CD	Chelsea Bank	General operating	\$ 200,055.36	Unrestricted	Yes
National City Bank CD	National City Bank	General operating	\$ 250,000.00	Unrestricted	Yes
CSB Investments Money Market	Chelsea Bank	General operating	\$ 171,828.47	Unrestricted	Yes
Comerica Bank CD	Comerica Bank	General operating	\$ 250,000.00	Unrestricted	Yes
Key Bank CD/CSB Investments	Chelsea Bank	General operating	\$ 98,871.24	Unrestricted	Yes
Building Reserve Account	TCF Pooled	Reserved for future building project	\$ 207,432.87	Restricted	Partial
Main Street Bridge Project	TCF Pooled	Bridge project	\$ 177,924.85	Restricted	No
Petty Cash	Office	Small cash purchases	\$ 100.00	Unrestricted	No
Park Fund	Nat City Parks & Recreation	General parks use	\$ 12,953.17	Restricted	Yes
Tree Replacement Program	Nat City Parks & Recreation	Reserved for tree related activities.	\$ 21,129.57	Restricted	Yes
Matching Funds for Park Grants	TCF Pooled	Reserved for grant match	\$ 48,000.00	Restricted	No
Property Tax Savings	TCF Property Tax Savings	Clearing account for undistributed tax collections	\$ 2,099,563.58	Restricted*	No
Property Tax Checking	TCF Property Tax Checking	Used to distribute taxes and make refunds	\$ 3,310.55	Unrestricted	Yes
Voluntary Public Parking	TCF Pooled	Reserved for parking activities	\$ 10,016.11	Restricted	No
Facilities Bond Debt	National City Bank	Debt retirement	\$ 38,200.53	Restricted	Yes
Subtotal Unrestricted			\$ 1,190,863.90		
Subtotal Restricted			\$ 2,615,220.68		
Total General Fund			\$ 3,806,084.58		
*This account contains undistributed taxes collections					
Major Streets Fund					
Cash	TCF Pooled	General operating for major streets activities	\$ 12,599.94	Unrestricted	No
Cash - Savings	TCF Major & Local Streets	General operating for major streets activities	\$ 11,051.73	Unrestricted*	No
5th/3rd Bank CD	Fifth Third Bank	General operating for major streets activities	\$ 200,000.00	Unrestricted**	Yes
Subtotal Unrestricted			\$ 23,651.67		
Subtotal Restricted			\$ 200,000.00		
Total Major Streets Fund			\$ 223,651.67		

*These funds come from the State in the form of Act 51 payments. I move money to the cash (pooled) account as needed. If we need more than what is available in this account, I will transfer funds from the Municipal Streets accounts, which is part of the budget

**This is the reimbursement for the Ann-Arbor Street project, which must be used in Major Streets.

**Village of Dexter
Cash Accounts**

General Ledger Name	Bank & Account Name	Purpose	Balance 09/30/09	Status of Cash	FDIC Insurance
Local Streets Fund					
Cash	TCF Pooled	General operating for major streets activities	\$ 5,590.19	Unrestricted	No
Cash - Savings	TCF Major & Local Streets	General operating for major streets activities	\$ 2,790.04	Unrestricted*	No
ROW Account (Pooled)	TCF Pooled	Reserved for ROW activities	\$ 64,234.37	Restricted	No
Dexter Crossings Streets	TCF Pooled	Reserved for Dexter Crossings street work	\$ 110,070.64	Restricted	No
Subtotal Unrestricted			\$ 8,380.23		
Subtotal Restricted			\$ 174,305.01		
Total Local Streets Fund			\$ 182,685.24		

*These funds come from the State in the form of Act 51 payments. I move money to the cash (pooled) account as needed. If we need more than what is available in this account, I will transfer funds from the Municipal Streets accounts, which is part of the budget.

Municipal Streets Fund					
Cash	TCF Pooled	Available for transfer to Major & Local Streets	\$ 102,946.15	Unrestricted	No
CDARS CD/CSB Investments	Chelsea State Bank	Available for transfer to Major & Local Streets	\$ 500,000.00	Unrestricted	Yes
Subtotal Unrestricted			\$ 602,946.15		
Subtotal Restricted			\$ -		
Total Municipal Streets Fund			\$ 602,946.15		

Streetscape Debt Service Fund					
Cash	TCF Pooled	Tax collections for GO Bond payments	\$ 27,014.13	Restricted	No
Streetscape Debt Refire	Nat City Streetscape	Special Assessments for bond payments	\$ 75,088.77	Restricted	Yes
Subtotal Unrestricted			\$ -		
Subtotal Restricted			\$ 102,102.90		
Total Streetscape Debt Service Fund			\$ 102,102.90		

Village of Dexter
Cash Accounts

General Ledger Name	Bank & Account Name	Purpose	Balance 09/30/09	Status of Cash	FDIC Insurance
Special Projects Fund					
Cash	TCF Pooled	Reserved for facilities improvements	\$ -	Restricted	No
2007 Bond Money Market	Fifth-Third Bank	Reserved for facilities improvements	\$ 323,060.41	Restricted	Yes
Subtotal Restricted			\$ 323,060.41		
Total Special Projects Fund			\$ 323,060.41		
Equipment Replacement Fund					
Cash	TCF Pooled	Reserved for vehicle expenses including capital pu	\$ 183,319.73	Restricted	No
Subtotal Restricted			\$ 183,319.73		
Total Equipment Replacement Fund			\$ 183,319.73		
Sewer Enterprise Fund					
Cash	TCF Pooled	Sewer operating	\$ 52,928.12	Unrestricted	No
University Bank CD - Taps	University Bank Ann Arbor	Sewer tap-in fees	\$ 251,857.40	Unrestricted	Yes
RD Sewer Bond Reserve	Nat City RD Sewer Bond	Reserved for RD Sewer final year bond payment	\$ 175,708.53	Restricted	Yes
RD Sewer Repair & Improve	Nat City RD Sewer R&I	Reserved for infrastructure & equipment replaceme	\$ 34,522.94	Restricted	Yes
Sewer Tap Fees Account	TCF Sewer & Water	Sewer tap-in fees	\$ 3,889.81	Unrestricted	No
Subtotal Unrestricted			\$ 308,675.33		
Subtotal Restricted			\$ 210,231.47		
Total Sewer Enterprise Fund			\$ 518,906.80		

Village of Dexter
Cash Accounts

General Ledger Name	Bank & Account Name	Purpose	Balance 09/30/09	Status of Cash	FDIC Insurance
Water Enterprise Fund					
Cash	TCF Pooled	Water operating	\$ 177,509.72	Unrestricted	No
Bank of Ann Arbor CD	Bank of Ann Arbor	Water tap-in fees	\$ 251,390.28	Unrestricted	Yes
RD Water Debt Retirement	Nat City RD Water Debt	Reserved for RD Water bond payments	\$ 107,122.74	Restricted	Yes
RD Water Bond Reserve	Nat City RD Water Bond	Reserved for RD Water final year bond payment	\$ 153,184.26	Restricted	Yes
RD Water Repair & Improve	Nat City RD Water R&I	Reserved for infrastructure & equipment replacement	\$ 36,466.36	Restricted	Yes
Water Tap Fees Account	TCF Sewer & Water	Water tap-in fees	\$ 104,088.58	Unrestricted	No
Subtotal Unrestricted			\$ 532,988.58		
Subtotal Restricted			\$ 296,773.36		
Total Water Enterprise Fund			\$ 829,761.94		
Trust & Agency Fund					
Performance Guarantees	TCF Performance Guarantees	Escrows for development bonds such as tree bond	\$ 53,169.40	Restricted	Yes
Site Plan Review	TCF Pooled	Escrows for payment of development related fees	\$ 28,726.94	Restricted	No
Tree Escrow	TCF Pooled	Escrows for Tree Replacement	\$ -	Restricted	No
Subtotal Unrestricted			\$ -		
Subtotal Restricted			\$ 81,896.34		
Total Trust & Agency Fund			\$ 81,896.34		
Payroll Fund					
Cash	TCF Payroll	Funds reserved for payment of accrued benefits	\$ 8,405.57	Restricted	Yes
Subtotal Unrestricted			\$ -		
Subtotal Restricted			\$ 8,405.57		
Total Trust & Agency Fund			\$ 8,405.57		
Total Unrestricted					
Total Unrestricted			\$ 2,667,505.86		
Total Restricted			\$ 4,195,315.47		
Grand Total Cash			\$ 6,862,821.33		
Total FDIC Insured					
Total FDIC Insured			\$ 3,466,325.55		
Total Non-Insured			\$ 3,396,495.78		
			\$ 6,862,821.33		

Village of Dexter
Cash Accounts

Summary of General Funds Available for Non-Operational Use

General Fund Unrestricted	\$ 1,190,863.90
15% Fundbalance	\$ (566,130.00)
Expected revenue (based on budget)	\$ -
Expected expenditures (based on budget)	\$ -
<u>Available Unrestricted</u>	<u>\$ 624,733.90</u>
<u>Restricted for Parks</u>	<u>\$ 34,082.74</u>
<u>Restricted for Bridge Project</u>	<u>\$ 177,924.85</u>
<u>Restricted for Equipment</u>	<u>\$ 183,319.73</u>
<u>Restricted for Facilities (Includes Special Projects Fund accounts)</u>	<u>\$ 530,493.28</u>
<u>Restricted for Public Parking</u>	<u>\$ 10,016.11</u>
<u>Restricted for Grant Match</u>	<u>\$ 48,000.00</u>



MEMORANDUM

TO: Village Council / Planning Commission
Donna Dettling, Village Manager
FROM: Allison Bishop, AICP, Community Development Manager
SUBJECT: 1st Quarter Board and Commission Update FY 09-10
DATE: October 19, 2009

Attached you will find the FY 09-10 1st quarter Board and Commission update, Zoning/Ordinance Activity report, and Project Summary. You will also find an update on current Village projects and a summary of ongoing projects and activity from the Community Development Office.

Parks Commission

Landscaping Improvements – Milligan’s Landscaping completed improvements to Community Park, Lions Park and Monument Park. Landscaping beds were trimmed and maintained and additional plant material was planted to bring more color and continuity to Village parks.

Community Service – Two (2) community service individuals did minor clean up throughout the Village and within the Village parks. Projects included mulching trees and landscaping beds and weeding.

Community Stewardship Projects – The Lions Club completed improvements to the small gazebo roof, the Rotary Club repaired benches within Community Park and planted trees along Dexter Ann Arbor Road.

Mill Creek Park –

Mill Creek Park was zoned PP – Public Park and the sediment placement area restrictive covenants required as part of the Main Street Bridge project was approved.

The Parks Commission is starting to review potential site amenities, such as benches, picnic tables, etc that will be used within the Mill Creek and Jeffords river walk. The PaRC will coordinate with the DDA.

Soil Sampling – Additional soil sampling took place within the future park area to evaluate potential contaminant issues and the potential use restrictions. No contaminants were found that exceeded levels for park use; however the Village may not remove soils from the site without proper disposal.

DDA Commitment to Mill Creek Park – The DDA committed \$150,000 to the Mill Creek Park project to help fund elements of the park project that were not included in the MNRTF grant application, such as grading and the ADA ramp from Jeffords Street to under the Main Street bridge. The DDA has committed to completing the necessary grading and construction of the ramp regardless if the Village received the MNRTF grant.

Grants – Grants are continually being applied for as they become available. The Village was notified that we did not receive the NOAA Grant, the Plum Creek Grant for signage, will apply for the County's Community Connector Initiative, signed the Waterways Infrastructure Grant documents, and will be notified of the MNRTF grant in December. Application to the Sustain Our Great Lakes program was completed on October 15th.

Westside Connector – County Parks and their consultant URS hosted 2 meetings regarding potential funding and potential locations for the Westside Connector/B2B and HCMA trail connection.

Bylaws were amended and Officers were elected this quarter in accordance with the bylaws.

Recreation Millage Discussion – The PaRC began discussions about the pros and cons of a recreation millage.

U of M Students – The U of M Masters students assisting the Village with interpretive signage for the Mill Creek Park continue to meet with the PaRC following the visioning session that they held to gather input. The students plan to present their final product to the PaRC in March. The students also continue to work with the Dexter Schools on the Outdoor Education, environmental education and grant funding.

Planning Commission

Baker Road Corridor subcommittee – The subcommittee continues to meet to develop a recommendation for an ordinance for the Baker Road Corridor. The subcommittee recommended and the Planning Commission accepted a recommendation to expand the buffer width along Baker Road, starting with the Dexter Wellness/Dexter Retail and Mixed Use Office project.

Webster Township Master Plan – The Planning Commission reviewed and provided comments to the Webster Township Planning Commission on their revised Master Plan. No response has been received from Webster Township.

Bylaw amendments and officer elections were held in accordance with the bylaws.

Ordinance Amendments – The Planning Commission reviewed and recommended approval of amendments to Article 18, Public Park, Article 20, Schedule of Regulations and the Zoning Map.

Site Plans –

Dexter Mixed Use Retail and Office Final Site Plan
Berry and Associates Final Site Plan
Dexter Wellness Center Site Plan Extension to October 11, 2011

Tree Board

Tree City USA application for recertification for 2009 was submitted.

Other Projects

Lucy Ann Lance – Discussed Mill Creek Park and the Main Street Bridge Projects.

Wellhead Protection Grant – The Village was awarded \$6,357 for the 09-10 Wellhead Protection Program. No match is required due to the funding that the Village has already spent on 5th well data collection and research.

MAP Conference – I attended the annual Michigan Association of Planning Conference in Mt Pleasant and learned about Best Practices + Downtown Investment = Downtown Success, Planners as Advocates for Community Transformation, Economic Value of Green Infrastructure, Planning and Zoning for Urban Agriculture, A Better Way to Zone, Corridor Authorities, Procedure Manuals and other new planning related issues.

ZBA – LaFontaine Chevrolet was granted a variance for a temporary sales trailer with the stipulations that a site plan be submitted within one year (approximately August 2010) and that the site is under construction within two years (approximately August 2011).

Enforcement Policy – An enforcement policy was recommended for approval and adopted by Council to standardize code enforcement within the Village.

Jeffords Street Widening and Plaza Project – I have been coordinating with the DDA, PaRC's, etc on the Jeffords Street project and attend bi-monthly update meetings and MDEQ permit coordination issues.

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

**Village of Dexter
1st Quarter Update 2009-10
July 1, 2009 – September 30, 2009**

Dexter Crossing – Blackhawk Development / Signature Home Traditions

Victoria Condominiums

Preliminary Zoning Compliance	0
Final Zoning Compliance	0
Units Not Sold (Total Units)	98(114)
Single Family Homes Final Zoning Compliance	0

CONDOS

- Construction on the condominiums is now permitted to proceed due to the dedication of Phases 1-5A.
- A maximum of five buildings may be under construction at any one time.
- Homestead exemption forms will be required for each Final Zoning Compliance request.

SINGLE FAMILY

- 8 vacant single-family home sites remain in Dexter Crossing under BHD control; however they have been put up for sale. All home plans must have Home Owners Association approval prior to requesting Zoning Compliance to ensure compliance with Home Owners Association bylaws.
- The roads within Phases 1-5A have been milled and resurfaced – October 2009

COMMERCIAL

- Dexter Crossing Strip Mall: occupancy remains at fifteen (15) or 64% based on units, and at 61% occupied based on square footage.
- No additional information has been provided by Blackhawk Development regarding potential new tenants.
- Blackhawk must still dedicate underground utilities within the commercial phase; above ground utilities are not public.

Dexter Crossing (Phases 6-8) - Peters Building Company

Preliminary Zoning Compliance	3
Final Zoning Compliance	0
Units Remaining <small>(ready for occupancy, not sold)</small>	3
Vacant Lots	53

- The final punch list walk through was conducted in October 2006. Due to the time lapse further inspection will be necessary upon the developers request to dedicate.
- An assessment of road maintenance is recommended due to the age of the roads and due to the future request for road dedication.
- Review of the HOA bylaws was completed to assure architectural compatibility with existing homes and to prepare for any potential future zoning requests.

West Ridge of Dexter – JR Homes/Mancuso Homes/Hazel Ravine Partnership

Preliminary Zoning Compliance	1
Final Zoning Compliance	0
Units Remaining (ready for occupancy, not sold)	4
Vacant Lots	83

- Essex Homes now has control over 36 lots formerly controlled by Mancuso Homes.
- Hazel Ravine Partnership has contacted the Village and indicated that they control 24 lots within West Ridge (4 partially completed homes and 14 vacant lots).
- Westridge of Dexter (Peters Building) controls 34 vacant lots within Westridge.
- Review of the HOA bylaws was completed to assure architectural compatibility with existing homes and to prepare for any potential future zoning requests.
- A Public Meeting to discuss the Westside Connector and HCMA/County B2B path will be held on October 20, 2009 to try to determine a pathway connection.

Wallace Building

- Final Zoning Compliance was issued for the project in October 2007.
- Cottage Inn and Snap Fitness are the only tenants to date.
- A build out is currently underway for Shipman Family Chiropractors.
- Due to a deed restriction uses that compete with Busch's are not permitted for 10 years following Busch's relocation to the Dexter Ann Arbor Road location (2007).

Katie's Restaurant

- A one year final site plan extension was granted extending the final site plan to October 12, 2009. The applicant has requested an additional extension which the Planning Commission and Council will take action on in November.

Dexter Wellness Center (Former Colorbok site)

- The Village Council approved the final site plan for the overall site development on October 8, 2007. An extension has been granted until October 8, 2011.
- Water and Sewer permits for the project were issued by the MDEQ in October 2008.
- A site plan for Phase 1 (Dexter Mixed Use Retail and Office Building) was approved on September 14, 2009.

Schulz Development – Mill Creek Building

- The Planning Commission recommended approval of the combined site plan on November 5, 2007. The Village Council approved the combined site plan on November 26, 2007. The site plan expires on November 26, 2009.
- The Village Council passed a resolution to vacate the ROW needed for the project and passed a resolution to sell the property to the developer.
- The Village sold the vacated property (closed June 2008).
- The developer has submitted a majority of the information required to start the project and has indicated starting in July 2009.

- The DDA extended the development agreement to September 30, 2010.

Cedars of Dexter – UMRC / Gordon Hall Project

Preliminary Zoning Compliance	16
Final Zoning Compliance	0
C of O's issued	4
Units Remaining	40
Total Units	60

- The Planning Commission recommended approval of the Final site plan on May 7, 2007. The Village Council approved the final site plan on September 24, 2007.
- The development agreement was approved by the Village Council on January 14, 2008.
- Water and sewer permits were granted by the MDEQ in May 2008.
- The developer has started construction of 20 units and the Club House.
- Per the development agreement the developer is required to submit the tree contribution when the 30th C of O is requested for the development.
- A minor amendment was approved in April 2009 due to changes in the building and community center layouts.

Dexter Library

- The library opened in March 2009.
- A final walkthrough was completed and a bond was posted due to incomplete site work.
- The only outstanding issue is completion of the as-built drawings.

Plans Approved

- Dexter Mixed Use Retail and Office Building (Phase 1 Dexter Wellness)

Plan Reviews

- None

Other

- County Parks/URS Border to Border Trail Meetings conducted re: Westside Connector
- Lucy Ann Lance Interview on Mill Creek Park projects
- Community Service coordination (2 volunteers)
- Tree City USA recertification submittal
- Enforcement Policy Approved
- Lions Club Volunteer coordination – Small gazebo roof repair
- Presentation to MNRTF Board re: Mill Creek Park Grant Application

Grants

- MNRTF-Michigan Natural Resources Trust Fund - \$500,000 (December notification)
- Inland Fisheries - \$25,000 (November (?) notification)
- Waterways Infrastructure - \$96,000 AWARDED
- National Oceanic and Atmospheric Administration (NOAA) - \$1.6 million NOT AWARDED
- Plum Creek Foundation - \$10,000 (September notification) NOT AWARDED
- Wellhead Protection - \$6,357 (October notification) AWARDED

- Sustain Our Great Lakes Community Grant - \$253,622 (April 2010 notification)
- Community Forestry Grant - \$10,500 (November 2009 notification)

Training and Education

- Michigan Association of Planning Annual Conference
- Sustain Our Great Lakes Grant Workshop

Village of Dexter
1st Quarter Report 2009-10
July 1 - September 30, 2009

1st Quarter Activity Job #, Description, Address	1st Qtr July - Sept		2nd Qtr Oct - Dec		3rd Qtr Jan - March		4th Qtr April - June		09-10 YTD Total		08-09 YTD Total		07-08 YTD Total		2005 YTD Total		2004 YTD Total		2003 YTD Total	
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Total	Total	Total	Total	Total	Total	Total
Prelim. Zoning Compli. Permits	25											25	32	32	98	67	211	161		
(New Construction)	4											4	2	2	11	12	107	75		
(Condominium Buildings/units)	6/16											0	0	2	0	1	21	2		
(Commercial/Office) (Build-outs)	5											5	5	5	30	8	3			
(Additions/Remodels)	7											7	13	10	21	5	5	3		
(Fences)	0											0	2	2	8	2	5	11		
(Accessory structure)	1											1	2	1	4	1	5	3		
(Decks)	2											2	8	10	24	38	65	65		
Final Zoning Compli. Permits	7											7	29	44	58	188	157	122		
(New Construction)	0											0	2	10	9	38	85	78		
(Additions/Remodels)	6											6	9	10	4	19	6	1		
(Fences/decks)	1											1	0	13	25	121	58	43		
(Accessory structure)	0											0	0	2	0	2	1	0		
(Commercial/Office) (Build-outs)	0											0	18	6	19					
(Condominiums)	0											0	0	3	0	8	7	0		
PERMITS/OTHER	0											0								
(Temporary Uses/Structures)	1											1	0	6	7	11	7	0		
Land Division / Combination	1											1	3	4	2	0	3	2		
Ordinance Amendments	2											2	4	15	11	9	11	6		
Rezoning or Conditional Rezoning	1											1	2	0	1	0	1	0		
Special Use Permits	0											0	1	0	8	6	1	3		
Preliminary Site Plan Approvals	0											0	0	1	4	3	0	1		
Final Site Plan Approvals	0											0	0	2	4	3	0	2		
Combined Site Plan Approvals	1											1	1	3	1	2	0	1		
PUD Area Plan	0											0	0	0	1	0	0	2		
(Sign Permits)	3											3	10	12	21	13	11	14		
(Temporary Signs/Sandwich)	4											4	13	21	37	21	14			
Outdoor Seating Permits	0											0	6	2	5	6				
(ZBA Cases) Non-Residential	1											1	1	1	2	3	5	3		
(ZBA Cases) Residential	0											0	2	2	4	4	3	2		
Variances Granted	1											1	2	2	5	7	7	5		
Demolition Permits	1											1	2	2	6	5	2	4		
Right-of-way permits	1											1	1	2	0	4	3			
Park Use	5											5	14	6	7	4				
Home Occupation Permits	0											0	0	2	3	2	2	1		



Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Supplemental Report
Date: October 26, 2009

General

2009 Tree City USA - The Village has been preliminarily notified that we will receive our 2nd Tree City USA Award this spring for tree work completed in FY 08-09.

Parks

Monthly report and updates included.

Community Connector Grant – I have started to communicate with the Library on being a potential project partner for the Community Connector Grant application. At this time the application will include a request for funding the stairs from Alpine Street between the Farmers Market and the Library to Warrior Creek Park and potentially a portion of the ADA ramp from the Main Street Bridge to Jeffords Street (Element 3A). The County has approximately \$600,000 available for the entire County and the programs focus is projects that link County residents to community resources (parks, historic sites, places of employment, schools, shopping areas). The application is due December 31st.

Scio Township Trail Planning – I have included an email and Scio Township newsletter information from Allison Arscott, Scio Township Planning Commission, regarding a Scio Township Paths Initiative. They are looking to have the Village's participation in a trail planning effort that will take place over the next 2 years.

Mill Creek Park and JJR Scopes – The PaRC has recommended approval of two (2) scopes of work from JJR for permitting Phase 1 of the Mill Creek Project and project initiation, permitting and design for execution of the Waterways Grant. The information is being presented to Council for information only at this point. A request for Council's approval to proceed will be on the November 9th meeting agenda at which time JJR will be available to answer questions. If between now and November 9th anyone has any questions, comments or concerns, please let me know so that we can attempt to answer them.

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: October 19, 2009

PaRC Report

PaRC action/discussion shown in italics.

U of M Student Project – The students will be at the meeting again and hope to accomplish the following. Review what was decided at the last meeting, present mock-ups and initial topic research, and set goals for the next meeting based on the groups responses to presentation.

Tentative Goals:

September 15th – team introductions, goals, and introduction to general format options

October 20th – finalize sign format, begin thinking of sign topics

November 17th – view mock-ups of sign format; finalize sign topics (6)

December 15th – review sign content

January 19th – review/critique sign drafts

February 16th – review/critique sign drafts

March 16th – presentation of final product

The PaRC reviewed potential sign layouts, colors, graphic, fonts and sign sizes at the meeting with the students. Over the next week the PaRC will provide the students with 5-6 sign topics for discussion at the next meeting.

Grant Funding Update–

Waterways Infrastructure Grant – The Village Council has approved the grant agreement for the Waterways Grant. The total project cost is approximately \$96,000, which a \$48,000 match. The project includes 3 launch sites (Shield Road, Mill Creek Park and Warrior Creek Park). Once the Village has received the signed agreement back from the State Council will be asked to approve a scope of work for a consultant to do the project design and the Village will starting meeting with the MDEQ to finalize what is required for an MDEQ permit. Coordination with the school is currently underway.

Plum Creek Grant – The Village did not receive funding for signage through the Plum Creek Foundation. The foundation stated that given limited funds they fund projects in areas where they own property. Plum Creek does not own property within Washtenaw County.

Sustain Our Great Lakes – The Village will be applying for a Mill Post Dam Removal Stream Bank Restoration and Habitat Enhancement grant of approximately \$254,000 October 15th. The project would be to restore the stream banks and enhance the fisheries habitat along the banks of the Mill Creek from Warrior Creek Park south to the cemetery, approximately 1600 LF. The Village would be notified about any awards this spring (April) and plan to start construction at that time.

MNRTF – Grant staff recommendations are presented in April and the MNRTF Board makes their decisions likely at the December 2nd meeting.

DDA Jeffords Street / Main Street Plaza Plan –The project has started and is planned to be completed by Thanksgiving. The Village is currently working with the MDEQ on a permit amendment based on field changes that have occurred with the project.

Park Use Permit Fee - On October 12th the Village Council moved to adopt the fee for the use of park facilities. The same permit will be used; however fees are only charges for the use of facilities.

Central Street minor bridge enhancements - A suggestion to add minor enhancements to the Central Street Bridge (over the Huron River) was made at the last PaRC meeting. I discussed the project potential with the DDA Chair and at this time it is not a project that is likely a priority for the DDA because the DDA is short on funds, the project was not identified as a priority in visioning workshops, the project does not promote economic development and the project is outside of the DDA. The Village has a Central Street Enhancement project in the CIP and has started some design work to complete the project in 2012. Prior to 2012 I will work with the Washtenaw County Road Commission (WCRC) to do some minor improvements, including but not limited to, tree trimming, signage improvement and potential landscaping. The WCRC has jurisdiction over the bridge therefore any improvements must be approved by them.

URS County Border to Border Meeting – Do not forget the **Public Meeting tomorrow, Tuesday, October 20 at 6:30 pm at the Dexter Library**. County Parks and their consultant will present the findings of the Westside connector Feasibility Study and request public input and comment.

Updated Bylaws have been included in your packet based on the amendments approved at the last meeting.

Mill Creek Park Equipment Selection –Links to potential supplier websites were emailed out following the last meeting. The links were: www.landforms.com (Michigan Company); www.victorstanley.com (past downtown streetscape furniture supplier); www.siteandpark.com (Site and Park Amenities); and www.krdusa.com (Keystone Ridge Designs). Please discuss the status of the PaRC's review. *The PaRC directed staff to select 3 styles from the 4 manufacturers and the PaRC will review them at the next meeting.*

Parks and Recreation Millage/Funding – The PaRC briefly discussed the information on millages presented at the last meeting and moved to discuss the information again at this meeting. The following are some of the items for discussion.

- Funding sources (City Charter vs. millage request)
- Millage request timing (Elections and other millage requests, Cityhood)
- Village Council support, required stakeholder/PaRC commitment, Public Support
- 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)
- The process, timing
- Amount of funding that would be generated if the Village were to pursue a millage.

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.

The PaRC discussed millages/funding for parks and decided that the item would remain on the Commissions radar for future discussions and will remain a goal as stated in the Master Plan. No further action is being considered at this time.

PILOT Ice Skating Rink – I have included some information on doing a skating rink winter. It is anticipated that to purchase the equipment we will expend approximately \$3500.00 (depends on size). This does not include installation, staff time, water, maintenance throughout the season, or lighting. I suspect that we will use the \$5,000 budgeted this year and maybe more depending on volunteer hours, however in subsequent years we will have the equipment and we will continue to get better at the maintenance and operations which will help reduce costs. The following are a few considerations and items for discussion.

- Location – Monument Park, Warrior Creek Park and Community Park (rink size will be determined based on location selected).
- Installation and Maintenance – Who will be responsible or can we hire someone?
- Lighting – Purchase lighting, but limit evenings to weekends? What kind? Mount to gazebo (Monument Park)
- Coordination with Chamber/Other Annual events – Victorian Christmas, Tree Lighting, etc.

- Volunteers – Volunteers are critical to the season maintenance or can we afford to hire someone for snow removal and ice resurfacing. Dexter Hockey Club, others?
- Hired Help – Does anyone know someone who has experience with installation and maintenance?
- Get sponsors to help with costs?
- Signage – When open and when closed? Rules, cautions, etc? Hockey (flying pucks could be dangerous)? Reservations?
- Security? Downtown location may be better.
- Liability – Will need to check with Risk Management.
- PaRC could host an event at rink?
- WEATHER? Unpredictable, will dictate how long and when the rink is available.
- Duration of rink? December – March? Thanksgiving opening?
- OTHER?

The PaRC moved to purchase the skating rink equipment for a Monument Park location, although the size will be selected based on the potential relocation of the rink in the future. The local service clubs and hockey clubs will also be contacted to coordinate installation, maintenance, and other needs. Professional installation is also being reviewed. The goal will be to have the rink open by Thanksgiving. Coordination with the Chamber and their events will be underway shortly as well.

JJR Mill Creek Park Phase 1 Scope Review and Recommendation – Included in the packet is the scope of work presented by JJR to take the Village through construction documents (no bidding or construction administration) for all of Phase 1 of the Mill Creek Park project (items outlined in scope). Phase 1 includes development of the Mill Creek Park Phase 1 which includes the downtown park area south of the Main Street Bridge to the cemetery. The scope is based on visioning plans, project sequencing, grant applications, staff guidance and communication. The total project scope is \$117,500. The timeline that has been prepared and presented in the past s also included for your review.

Recommendation: It is being recommended that the PaRC recommend that Council authorize entering into the contract with JJR to proceed with the MDEQ permitting phase ONLY of the scope in an amount not to exceed \$45,100 to begin the MDEQ permitting phase of the project. Given the 90 day minimum review period and to be ready to begin completion of design and development documents and construction documents following notification of the MNRTF grant award it is recommended that this process be started. Proceeding with additional project components and authorizations will occur following receipt of the grant award notification, the MDEQ permit and further definition of the project scope. It is recommended that the PaRC recommend that the MDEQ permitting authorization be contingent upon action by the MNRTF Board, which is likely to occur on December 2, 2009. It is my intent to present the recommendation to the Village Council on October 26th and request action at the November 9th meeting to be prepared for a December project start.

The PaRC recommended approval of the scope in an amount not to exceed \$45,100 to start the MDEQ permitting for Phase 1 of the Mill Creek Park. The PaRC discussed proceeding with information that the Village will need regardless of the MNRTF Board action on December 2, 2009. I am confirming with JJR if it would be beneficial to start on the floodplain modeling ASAP since the information will be required for any work within the park regardless of the grant. The information will be presented to Council for action on November 9th.

JJR Waterways Grant Scope Review and Recommendation – Included in the packet is the scope of work presented by JJR to take the Village through permitting, construction documents, bidding and construction administration of the Waterways Grant project. The scope is based off of elements and requirements that will need to be completed in order to execute the grant as funded. The project includes construction of three (3) non motorized boat launches, access and parking improvements. As noted above, the Village Council has authorized the Grant Agreement with the State of Michigan and we are waiting to receive the signed grant agreement prior to starting the project. The total project cost as outlined within the scope is \$20,990. Coordination with the Dexter Community Schools is underway and a meeting has been scheduled for this Friday. Additional information from that meeting will be shared at the PaRC meeting.

Recommendation: It is recommended that given that the Village has received funding that the PaRC recommend that Village Council authorize the Village to enter into the agreement to start the 90 day minimum MDEQ permitting process and completion of construction documents necessary as part of the permitting process in an amount not to exceed \$17,360 immediately upon receipt of the signed grant agreement. Following receipt of the MDEQ permit it will be recommended that the Village proceed with the scope for bidding and construction assistance (additional \$3,360). It is my intent to present the recommendation to the Village Council on October 26th and request action at the November 9th meeting to initiate a pre application meeting with the MDEQ ASAP for both projects.

The PaRC moved to recommend approval of the entire Waterway Infrastructure Grant except bid and construction assistance in an amount not to exceed \$17,360 to start immediately.

2010 Meeting Calendar included for your file.

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

Thank you.

Allison Bishop

From: Allison Arscott [arscota@umich.edu]
Sent: Tuesday, October 20, 2009 12:03 PM
To: Matt Kowalski; alan.green@mac.com
Cc: Allison Bishop
Subject: Scio Township Paths Initiative
Attachments: 2009 Fall Scio Newsletter Copy from Planning Commission.docx

Matt, Alan and Allison,

Scio Township Planning Commission is starting a new initiative to study non-motorized paths in Scio Township. Attached is copy regarding the new initiative that was published in our recent Scio Newsletter.

It is hoped that the group membership will include representatives from a range of backgrounds and interests but share one dream . . . non-motorized paths for the township. As the attachment describes, we're looking for representation from our local boards and commissions, from the township at large, as well as from Dexter Village.

The meeting time for the study group has already been set. . . an early-bird meeting 7:30-9:30 am the second Thursday of the month starting in January. It is expected Phase 1 might consist of 6 monthly meetings.

Perhaps we could meet for a morning coffee next Monday or Tuesday, the 26th or 27th and discuss the best way for Dexter Village to join in.

I look forward to hearing your comments. . .

Thanks,

Allison Arscott, Chair
Scio Township Planning Commission

Allison Arscott

*961 Honey Creek Dr.
Ann Arbor, MI 48103*

Phone: 734-761-3773

2009 Fall Scio Newsletter Copy from Planning Commission - Arcscott

JOIN UP NOW - NEW PLANNING INITIATIVE – NON-MOTORIZED PATHS

In our continuing effort to implement the newly adopted Master Land Use Plan and to respond to the priorities we heard expressed by Scio residents during that process, a new planning initiative is taking shape – Non-Motorized Paths Planning. A number of events and conditions that have developed recently lay the foundation and provide the means for moving this initiative forward.

In the April 2007 Township of Scio Survey of Residents, 67% of those responding indicated strong support for developing “a network of bike trails in the township.” Then participants in the Planning Fair held in August 2007 listed development of non-motorized pathways in the township fifth in overall importance behind maintaining rural character, continued control of future growth, preservation of open space and natural features, and preservation of farmland.

In February 2008, the Scio Township Park, Recreation and Open Space Master Plan was adopted and established a set of goals, one of which is “to establish an interconnected, multi-modal, easily accessible, and safe trail system.” In May 2009, the Scio Township Master Land Use Plan was adopted and calls for “development of an interconnected system of trails along major roads connecting existing parks, neighborhoods, township facilities, Mill Creek, the Huron River and adjacent communities.” The Village of Dexter and City of Ann Arbor and Washtenaw County among others already have adopted non-motorized transportation plans.

Early this summer, the Planning Commission developed a small budget for planning activities including non-motorized path planning and the Board of Trustees voted its approval.

Since then a work plan has been drafted and is envisioned as a three- phase planning effort to take place over the next one-and-a-half to two years. The content of the 3 phases (each about 6 month duration) includes 1) Fact Finding and Concept Formation, 2) Priority Setting, Schematic Design and Cost Estimating, and 3) Design Refinement, Funding Strategies and Public Education.

The structure of the initiative is seen to be shaped by the creation of a study group with representation from the Board of Trustees, Planning Commission, Land Preservation Commission, Parks Advisory Committee, Village of Dexter Planning Commission, Downtown Development Authority and one citizen representative from each of our 5 Master Plan planning areas, i.e., the four quadrants of the township plus the Jackson Road area and with Carlisle-Wortman Associates as the planners. Early-bird (7:30-9:30am) monthly meetings would be held every 2nd Thursday of each month.

Phase 1 content is tentatively outlined as: Meeting 1-Purpose/Goals/Review of Study Materials; Meeting 2-Visioning; Meeting 3-Visioning Results and Priority Setting, Meeting 4-Draft Concepts; Meeting 5-Funding and Costs; Meeting 6-Public Presentation

We are anxious to hear your comments, especially if this initiative is precisely the kind of project you have been looking for. Please email me (arscotaa@umich.edu) your interest in serving on the study group and include any experiences/skills you have that make this a great fit for you and us.



landscape architecture
interior design
civil engineering
environmental science

September 16, 2009
Revised October 16, 2009

Ms. Allison Bishop, AICP
Community Development Manager
Planning and Zoning
Village of Dexter
8140 Main Street
Dexter, MI 48130

RE: Proposal of Professional Services
Mill Pond Park – Construction Documents Phase

Dear Ms. Bishop:

JJR, LLC (JJR) is pleased to submit the following proposal of professional services to the Village of Dexter (hereinafter referred to as "CLIENT"). For the work included under this Scope of Services, JJR will utilize the services of Environmental Consulting and Technology, Inc. (ECT) as a subconsultant for specific tasks related to Mill Creek bank restoration and Michigan Department of Environmental Quality (MDEQ) permitting. JJR and ECT will be collectively referenced herein as JJR.

SCOPE OF SERVICES

Overview

The Scope of Services developed in this proposal is based on the understanding that JJR will provide design and permitting assistance to the CLIENT for a list of specific improvements identified in the January 2009 *Mill Creek Park Recreation Master Plan* (Master Plan). These improvements are herein referenced as Phase 1 improvements and are identified under the Project Description of this proposal.

The deliverables to be provided by JJR under this Scope of Services include environmental permitting, design development documents and construction documents for all Phase 1 improvements. When complete, the documents will be ready to be assembled and issued to contractors for bidding either as one large contract or as phased documents as funding is made available (future tasks in 2010). The overall construction estimate for the list of Phase 1 improvements is approximately \$1.3 million. CLIENT funding is not currently available in this amount, but the completed work will enable the CLIENT to separate the work by phases of construction as funding becomes available.



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Village of Dexter
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Mill Pond Park – Construction Documents Phase
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The Phase 1 list of improvements is linked to the list of improvements included under the Natural Resource Trust Fund application submitted to the MDNR by the CLIENT and is currently under consideration for the 2010 funding cycle. Preliminary indications from MDNR suggest that the likelihood of obtaining funding is good. This is also evidenced by the recently awarded Waterways Grant to the CLIENT for the design, permitting and construction of three canoe/kayak sites and a related parking area for boating purposes. The list of Phase 1 improvements has also been expanded to include all design features within the project area because of their synergies with one another (design and permitting) and the CLIENT's intentions to be 'shovel ready' for the entire Phase 1 area as funding becomes available.

The coordination of the design and permitting between the Waterways Grant improvements and the Phase 1 improvements is an important consideration. The Waterways Grant provides funding for two of the three canoe/kayak sites that occur within the same area as the Phase 1 improvements (north and south side of the rapids at the Main Street bridge). JJR's fees under this Scope of Services reflect the separation of work under each grant due to administration and permitting purposes and do not duplicate design services.

MDEQ permitting between the two projects will follow separate but parallel timelines. Costs assigned to the permitting phase of work identified below are in addition to the permit costs under the Waterways Grant design proposal. This is necessary since the complexity and extent of impacts are much greater under Phase 1 improvements. Because of this difference, it may become necessary to move forward with bidding and construction of the Waterways Grant improvements on a different schedule as MDEQ permits are obtained.

The compensation section of this proposal reflects the breakdown of services that will enable the CLIENT to move forward into two phases. JJR understands that the design development and construction document phase cannot be authorized by the CLIENT until after the execution of the anticipated Natural Resource Trust Fund Grant or the CLIENT may jeopardize funding for this aspect of the grant. While the CLIENT will be aware of the grant award as soon as early December 2009, the actual agreement may not occur until sometime in early 2010. As such, it will be necessary to move forward with the MDEQ permitting phase as soon as possible so that the overall schedule to complete the construction in 2010 will not be jeopardized.



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Project Description

Based on the design features identified in the Master Plan, the Phase 1 project area will include the design features depicted on the Village Waterfront and Warrior Creek Park Enlargement Plan (Figure 7 in the Master Plan) for the entire area south of Main Street. The wood platform and connecting sidewalk located at the base of the rapids in Warrior Creek Park are the only design features on the north side of Main Street that is included under this phase.

In addition, Mill Creek bank stabilization and habitat structures within the creek are included under Phase 1 improvements and will commence at the Main Street bridge canoe access and extend upstream to and including the confluence area of the first tributary (approximately 1,100 linear feet of stream channel including both banks). This reach of the creek is an extremely important restoration area, as it pertains to and affects the stability of the proposed boardwalk and pathway that will be constructed along the creek banks.

It should be noted that the proposed design includes developing streambank stabilization measures for both sides of Mill Creek, including property owned by both the Village of Dexter and private entities. It will be necessary to develop solutions that will include work on contiguous private property since the stream channel is a natural feature that flows across property boundaries, and evidence of unstable stream conditions occurs on both sides of the stream. Installing streambank stabilization measures on only the Village-owned side of the stream will not fully address the forces that are contributing to the instability of the stream as a whole. Funds invested in stabilizing the non-Village portions of the stream will be a necessary component in stabilizing the stream as a whole and protecting the investments made by the Village of Dexter on the east side of Mill Creek.

Basic Services

JJR understands that the work required under this Scope of Services will include MDEQ permitting and the preparation of plans and specifications that will enable the CLIENT to obtain competitive pricing from local contractors interested in implementing the park improvements. Principal tasks included under this Scope of Services include:

- Environmental Permitting
- Design Development Documents
- Construction Documents – Drawings and Technical Specifications



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Incidental work items necessary for the completion of the principal tasks include updated and expanded survey, geotechnical investigations, floodplain modeling, updated wetland delineation, refined construction estimating, grant administration assistance and meeting attendance.

The project will be designed as one complete package as if all Phase 1 improvements will be bid as one construction project. If permitted by MDEQ, construction documents completed under the Waterways Grant will be integrated into the Phase 1 documents at this time.

Critical design features to be included within the Basic Services are identified in the Master Plan and referenced as “design features.” Each design feature is described in detail, and the breakdown of each is identified in the Master Plan Appendix A: Itemized Construction Cost Estimate and on Figure 7.

The titles for the design features that will be included under the Basic Services are as follows. These features include the key number designation shown on Figure 7 for easy cross-reference to the Master Plan and the figure.

- Jeffords Street/Waterfront Walkway and Plaza Excluding the Corner Plaza Currently Designed by BRI (#1)
- Stone Seating Area (#2)
- ADA Ramp Connecting Jeffords Street to the Main Street Bridge Underpass (#3A)
- Concrete Walk (#3C South Side of Main Street Only)
- Stormwater Treatment Area (#4)
- Stormwater Feature – 2 Locations (#5)
- Boardwalk (#6)
- Boardwalk Platform – 2 Locations (#7, 1 Location is in Warrior Creek Park at Base of Rapids)
- Riparian Buffer Zone (#9)
- Unmowed Slope (#10)
- Lawn Areas (#11)

The Master Plan also includes a preliminary construction estimate for these features with a total value of approximately \$1.3 million. This value will serve as the construction budget for the construction documents. Based on preliminary discussions with the CLIENT, JJR will be designing to an overall budget that may result in the construction of the work under multiple phases.



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Bidding the work and construction administration services is not included under the Basic Services, since it is uncertain as to the timeframe the work will be constructed and the specific items that will be included under the initial phase of construction.

Environmental Permitting

The Waterways Grant and the Phase 1 improvements will require the development of the third and fourth permit application submitted to MDEQ since the original permit for the dam removal project was obtained. The first two pertain to the Jeffords Street expansion, and the school districts trail and footbridge adjacent to Shields Road. Permit approvals require a minimum duration of 90 days to obtain and will become increasingly difficult to obtain. The MDEQ permit application for the Phase 1 improvements will identify the most extensive wetland, floodplain and stream channel impacts since the dam removal permit and will be scrutinized closely. Design features that are expected to be included in an MDEQ permit application include:

- Cutting and placing fill in wetlands and floodplains for the amphitheatre area and ADA sidewalk/ramp.
- The stormwater wetland feature and the lawn area in the lower areas of the park.
- Boardwalks, overlooks and sidewalks.
- Streambank stabilization measures and habitat structures in the creek.

To determine the extent of the proposed floodplain and wetland impacts, post dam removal floodplain modeling will be required. Surveyed topographic cross-sections of the stream channel and lower areas of the site will need to be generated as part of the floodplain modeling. As part of this topographic database, the post dam removal survey information compiled by the CLIENT will be reviewed and expanded upon where critical information was not collected or has changed. Jeffords Street expansion documents and post dam removal restoration documents completed by others for the CLIENT will also be included in the database of existing conditions. Schematic details of boardwalks, paths, bank stabilization measures and typical habitat structures will be assembled as permit details. The preliminary grading plan for the Phase 1 area previously prepared by JJR will provide the basis for cut and fill cross-sections and extent of wetland impacts.

When combined, these documents will become the primary exhibits that will be included in the initial application. It is also expected that as design development and construction documents are assembled, these documents will be submitted as updated exhibits.

The Waterways Grant is expected to be a minor permit compared to the Phase 1 improvements and should be approved quickly. For this reason, these two permits will be applied for separately.



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Prior to the development of the permit documents, JJR will coordinate a pre-application site review meeting with MDEQ to assist in the identification of preliminary permit requirements that will affect the development of these documents. JJR will meet with the CLIENT in advance of this agency meeting to develop an approach and determine CLIENT attendees (meetings 1 and 2).

Deliverables under this task include the following:

- Pre-Application Review Meeting with MDEQ
- Survey Cross-Section Across the Creek and Floodplain at 100' Station Points for a Length of 1,200 Feet of Stream Channel
- Floodplain Modeling for the Existing and Proposed Conditions
- Preliminary Grading Plans Refinements, Cross-Sections, Cut and Fill Calculations for Earthwork in Wetlands and Floodplains
- Schematic Design Details for the Proposed Boardwalk, Overlooks, Sidewalks, Stormwater Outlet, and Streambank Stabilization and Habitat Measures
- Permit Application Forms and Supplemental Narrative
- Updated Wetland Delineation Report
- Complete Application
- One Pre-Application Meeting with MDEQ to Review the Project Area and Obtain Pre-Application Direction

JJR will submit the application on behalf of the CLIENT and will coordinate and attend two (2) CLIENT meetings associated with the pre-application review meeting.

A cash allowance will be established to cover permitting fees. This allowance will only be used associated with the actual costs for the pre-application meeting and the permit application review fees.

Design Development Documents

Design Development Documents are preliminary construction documents (plans, cross-sections and details). These documents are not suitable for construction and are intended to address all design issues that will enable the CLIENT to make decisions relevant to the use of materials, their orientation on the site and their cost for implementation. The Master Plan and Figure 7 will be the basis for the development of the Design Development Documents.



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Design Development Documents under this task will include:

- Topographic survey to document site conditions. See Environmental Permitting task for additional survey requirements.
- Geotechnical investigation to determine suitability for boardwalks and pavement foundations. JJR will utilize previously completed soil investigations prepared by the DDA for Jeffords Street improvements and will add three additional borings to complete the documentation needed to determine foundations requirements.
- Preliminary grading plan. JJR will validate and refine the previously completed preliminary grading plan based on the MDEQ pre-application meeting and updated as-built information for the Jeffords Street improvements and the Main Street bridge.
- Preliminary layout plan.
- Preliminary electrical plan (feature #'s 1 and 2 on Figure 7 for light fixtures and power supply).
- Preliminary landscape plan.
- Preliminary irrigation plan for Jeffords Street area only.
- Preliminary details and cross-sections for:
 - Streambank stabilization (Village of Dexter assistance is needed to develop agreements with adjacent property owners for restoration work on the west bank of the creek).
 - Habitat structures.
 - Paving types and boardwalks.
 - Railing types.
 - Bench types.
 - Rain garden.
 - Culvert pipes.
 - Canoe/kayak launch.
 - Rock outcroppings.

JJR will conduct a kick-off meeting (meeting 3) with the CLIENT to discuss these design features, validate construction budget and review the extent of current documentation prepared by others for use by JJR. Discussions concerning the source of off-site fill required for the stone seating area will also be discussed. JJR will prepare meeting minutes.

Following completion of the Design Development Documents, JJR will submit eight (8) sets of the documents to the CLIENT for review and comments. An Opinion of Probable Construction Costs will be included with this submittal.



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JJR will then meet with the CLIENT to discuss the submittal, obtain all comments and discuss potential phasing strategies and other coordination issues with the DDA, Parks and Recreation Commission, Village Council and School District (meeting 4). JJR will prepare meeting minutes.

Construction Documents

Based on the approved Design Development Documents, the construction budget authorized by the CLIENT, and initial feedback from the MDEQ, JJR will prepare Construction Documents consisting of drawings and technical specifications setting forth in detail the requirements for the construction of the project.

The preliminary plans, details and cross-sections identified above will be refined, and technical specifications for all proposed material will be prepared. When combined, these documents will become the principal deliverable under this task.

Once complete, JJR will submit eight (8) complete sets of the documents to the CLIENT for review and comments. An updated Opinion of Probable Construction Costs will be included with the submittal.

JJR will then meet with the CLIENT to discuss the submittal, obtain all comments, and discuss potential phasing strategies and other coordination issues with the DDA, Parks and Recreation Commission and Village Council (meeting 4). JJR will prepare meeting minutes. Following the review meeting, JJR will make all required revisions and provide one (1) full set and one (1) electronic copy of the documents to the CLIENT.

Bidding Documents and Construction Phase – Future Work

Assistance to the CLIENT in the preparation of bidding documents and construction assistance are not included in the Basic Services. A detailed proposal will be submitted to the CLIENT once the following items are determined:

- Construction Budget and Scope of Work
- Method of Bidding the Work
- Schedule
- Level of Assistance Required by JJR During These Phases of Work

Extra Services

In addition to the above services, JJR would be pleased to provide Extra Services that are requested by the CLIENT. Labor and reimbursable expenses for services in addition to



Ms. Allison Bishop
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those described above shall be compensated in accordance with JJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by JJR or at a negotiated fee. Attached is JJR's Standard Fee and Reimbursement Schedule for Extra Services. Extra Services may include, but are not limited to, the following:

Providing services to investigate in the work of independent consultants or construction manager retained by the CLIENT.

Revising drawings, specifications or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within JJR's control.

Preparing drawings, specifications, supporting data and providing other services in connection with change orders required due to causes not solely within JJR's control.

Preparing perspectives, renderings, models prepared upon the CLIENT's request and not otherwise provided herein.

SCHEDULE

JJR proposes a six (6) month schedule to complete the above described tasks and to be ready for bidding the work in late spring 2010. The actual time required to develop the Design Development and Construction Documents is two (2) months; however, work will not commence until a Trust Fund Grant agreement is executed and the CLIENT authorization to proceed is issued to JJR. The remainder of the time is allocated for agency review and permitting. It is assumed that the MDEQ permit will take between 90 and 120 days to obtain. If any additional services are needed or requested, or if project delays outside of the control of JJR occur, this schedule may need to be adjusted.

COMPENSATION

Basic Services

The CLIENT shall compensate JJR for the SERVICES and in accordance with the Conditions of this Agreement for a lump sum fee of \$117,500 (one hundred seventeen thousand five hundred dollars) inclusive of permit application fee allowance and reimbursable expenses. Invoicing for this work will occur monthly based on the percentage of the work completed.



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The following breakdown is provided to allow the CLIENT to identify a phased approach to authorizing the work so that certain grant obligations can be met. It is assumed that the work will be authorized under two schedules and we have developed a cost breakdown to enable the CLIENT to proceed under this understanding. The first authorization will include all work necessary to complete the MDEQ permit and conduct the basis support studies. The second authorization will include all remaining work for Design Development and Construction Documents.

Compensation is identified as follows:

MDEQ Permitting (first authorization):

• Pre-Application Meetings, Permit Exhibits and Permit Application.....	\$18,900
• Floodplain Modeling	\$14,500
• Updated Survey	\$ 5,500
• Geotechnical Investigations (Soil Borings)	\$ 3,000
• Permit Application Fee Allowance	\$ 3,000
• Reimbursable Expenses (Printing, Mailing, Travel).....	\$ 200
Total MDEQ Permitting	\$45,100
Design Development Documents (Second Authorization)	\$35,500
Construction Documents (Second Authorization)	\$36,100
Reimbursable Expenses – Printing, Mailing, Travel (Second Authorization).....	\$ 800

The information contained in the above SCOPE OF SERVICES is proprietary and shall not be disclosed to any parties outside of the CLIENT's staff or be duplicated, used or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, the CLIENT shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with JJR.

We have attached JJR's standard CONTRACT FOR PROFESSIONAL SERVICES (EXHIBIT A) for your review and approval. Your signature below indicates your acceptance of the above SCOPE OF SERVICES and the CONTRACT FOR PROFESSIONAL SERVICES (EXHIBIT A), and will become a binding agreement between JJR and CLIENT.



Ms. Allison Bishop
 Village of Dexter
 Proposal of Professional Services
 Mill Pond Park – Construction Documents Phase
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Thank you for contacting JJR. We look forward to working with you on this project.

Sincerely,

Paul S. Evanoff, LEED AP
 Senior Landscape Architect

Henry L. Byma, ASLA
 Vice President

s:\proposals_qualifications\2009\ann arbor\9-0916_dexter construction documents-revised 1016.docx

Enclosures: Exhibit A: Contract for Professional Services
 Standard Fee and Reimbursement Schedule

AUTHORIZED CLIENT REPRESENTATIVE: VILLAGE OF DEXTER

BY: _____ TITLE: _____

PRINTED
 SIGNATURE: _____ DATE: _____



**EXHIBIT A
CONTRACT FOR PROFESSIONAL SERVICES
VILLAGE OF DEXTER**

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C. Extra Services

Services in addition to those described as Basic Services in the preceding SCOPE OF SERVICES are to be compensated at the hourly rates noted, and for related reimbursable expenses, in accordance with JJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by JJR.

III. SCHEDULE

JJR is prepared to initiate the Basic Services upon receipt of a signed copy of this AGREEMENT. The preceding SCHEDULE provides a more detailed description of the project schedule.

IV. CLIENT RESPONSIBILITIES

- A. The CLIENT will provide promptly full information regarding the requirements for the project.
- B. The CLIENT will designate a single representative to act in its behalf relative to the project. The CLIENT's representative shall examine documents submitted by JJR and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of JJR's services. JJR shall proceed with services only upon specific written request by the CLIENT's representative.
- C. The CLIENT agrees to report promptly in writing to JJR any fault or defect in JJR's services or nonconformance with the provisions of this contract.
- D. The information, surveys, documents and all other services furnished by the CLIENT and the CLIENT's consultants and contractors shall be provided to JJR at the CLIENT's expense. The CLIENT agrees that JJR is entitled to rely upon the accuracy and completeness of the information provided to JJR by the CLIENT and the CLIENT's consultants and contractors. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JJR, its agents and employees, and JJR's subconsultants, harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in



**EXHIBIT A
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VILLAGE OF DEXTER**

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documents or other information provided by the CLIENT and the CLIENT's consultants and contractors to JJR.

- E. Drawings and specifications prepared under this AGREEMENT should be used only for the project for which they are made. Drawings and specifications shall not to be used by the CLIENT on other projects or extensions to this project without the prior written authorization by JJR. The CLIENT shall give appropriate acknowledgement that JJR shall be held harmless from any and all actions resulting from such use.

V. TERMINATION OF AGREEMENT

Either the CLIENT or JJR may terminate this AGREEMENT at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The CLIENT shall within ten (10) calendar days of termination pay JJR for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

VI. ASSIGNMENT

It is mutually understood and agreed that this AGREEMENT shall be binding upon the CLIENT and its successors and assigns and upon JJR, its successors and assigns. Neither party shall assign nor transfer its interest in this AGREEMENT or any part thereof, without the written consent of the other party.

VII. INDEMNIFICATION

- A. JJR agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by JJR's negligent acts, errors or omissions in the performance of professional services under this AGREEMENT and those of his or her subconsultants or anyone for whom JJR is legally liable.
- B. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JJR harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions, and those of his or her contractors, subcontractors or consultants or anyone for whom the



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CLIENT is legally liable, and arising from the project that is the subject of this AGREEMENT.

- C. JJR is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT's own negligence.

VIII. LIMITATION OF LIABILITY

- A. It is agreed that in the event that claims for damages are made regarding the performance by JJR of this contract for services, any and all damages shall be limited to the total fees paid to JJR under the contract. Moreover, it is agreed that any and all claims against JJR arising out of performance of this contract shall be brought within one year of the completion of the contract by JJR. Finally, it is agreed that a claim shall not be asserted against JJR unless a written opinion is first obtained from a licensed professional of the same discipline attesting to the meritoriousness of the claim.
- B. Notwithstanding any other provisions of this AGREEMENT, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or JJR, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- C. Nothing contained in this AGREEMENT shall create a contractual relationship with or cause of action in favor of a third party against either the CLIENT or JJR. JJR's SERVICES under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other entity shall have a claim against JJR because of this AGREEMENT or the performance or nonperformance of SERVICES hereunder.

IX. GENERAL COMPLIANCE WITH LAWS AND RESOLUTION OF DISPUTES

- A. The validity of this AGREEMENT, its interpretation and performance shall be governed exclusively by the laws of the State of Michigan.
- B. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and JJR agree that all disputes between them arising out of



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relating to this AGREEMENT shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

- C. The CLIENT and JJR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

X. MODIFICATIONS

Modifications to this AGREEMENT shall be made only by the mutual written consent of the parties hereto.

XI. ELECTRONIC MEDIA

Because data stored on electronic media can deteriorate undetected or can be modified without JJR's knowledge, the CLIENT agrees that JJR will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic file(s). Any drawings produced from the electronic file(s) provided by JJR shall not be considered property of JJR, nor will JJR be held liable for such drawings. All drawings produced from the electronic files should be checked against the hard copy supplied to ensure accuracy and consistency.

XII. ACKNOWLEDGEMENT

JJR shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit and acknowledgement shall be defined as being named by the CLIENT or their agent on project identification boards, published articles, promotional brochures, and similar communications.

XIII. CHANGED CONDITIONS

It is acknowledged that the services provided by JJR are premised upon conditions and circumstances existing as of the date of this AGREEMENT. It is also acknowledged that these conditions and circumstances may change as a result of state or federal action, legislation or regulation. Therefore, the CLIENT releases and agrees not to sue JJR, its



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agents, parent corporation, or employees for any claims, damages, costs, penalties or cause of action which the CLIENT has or may in the future have, as a result of penalties, costs or damages incurred due to any requirements, restrictions or prohibitions imposed upon the CLIENT, including upon the use of property, by the governments of the state in which the property or project is located and/or the United States of America.

XIV. SEVERABILITY AND SURVIVAL

Any provisions of this AGREEMENT later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and JJR shall survive the completion of the services hereunder and the termination of this AGREEMENT.

XV. WAIVER

The failure at any time to enforce any provision of this AGREEMENT or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this AGREEMENT.

XVI. EXTENT OF AGREEMENT

This AGREEMENT, and any additional or supplementary documents incorporated herein by specific reference, represents the complete and integrated agreement between the CLIENT and JJR, and supersedes all prior negotiations, representations or agreements, either written or oral.



JOURNAL OF
 PLANNING
 URBAN DESIGN
 CIVIL ENGINEERING
 ENVIRONMENTAL SCIENCE

Standard Fee and Reimbursement Schedule
JJR, LLC
Ann Arbor, Michigan
January 5, 2009

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 4	\$200.00/hour
Principal/ Level 3	\$180.00/hour
Principal/ Level 2	\$160.00/hour
Principal/ Level 1	\$145.00/hour
Professional Staff/ Level 10	\$145.00/hour
Professional Staff/ Level 9	\$130.00/hour
Professional Staff/ Level 8	\$120.00/hour
Professional Staff/ Level 7	\$110.00/hour
Professional Staff/ Level 6	\$100.00/hour
Professional Staff/ Level 5	\$90.00/hour
Professional Staff/ Level 4	\$85.00/hour
Professional Staff/ Level 3	\$80.00/hour
Professional Staff/ Level 2	\$75.00/hour
Professional Staff/ Level 1	\$70.00/hour
Survey 1-Man Crew	\$150.00/hour
Survey 2-Man Crew	\$180.00/hour
Technical Staff/ Level 2	\$70.00/hour
Technical Staff/ Level 1	\$60.00/hour

These billing rates are subject to semi-annual review and revision.

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

REIMBURSABLE EXPENSES

Mileage	\$0.55/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	\$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

INVOICES

Progress invoices shall be issued monthly and payment is due upon receipt. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1% (12% annually) until paid.

JJR, LLC | 110 MILLER AVENUE, ANN ARBOR, MI 48104 | T 734.662.4457 F 734.662.7520



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October 8, 2009

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

RE: Proposal of Professional Services
Mill Pond Park – Waterways Grant
Canoe/Kayak Infrastructure Project
Construction Documents Phase

Dear Allison:

JJR, LLC (JJR) is pleased to submit the following proposal of professional services to the Village of Dexter (hereinafter referred to as "CLIENT"). For the work included under this Scope of Services, JJR will utilize the services of Environmental Consulting and Technology, Inc. (ECT) as a subconsultant for specific task related to MDEQ permitting. JJR and ECT will be collectively referenced herein as JJR.

SCOPE OF SERVICES

Project Description

The Mill Creek Park Canoe/Kayak Infrastructure Project (Infrastructure Project) is designed to meet the following objectives:

- Improve access to the Mill Creek and Huron River for canoeing, kayaking and related recreational experiences;
- Provide safe passage around the new rapids created by the removal of the Mill Pond dam;
- Provide boating access to the Village downtown and Mill Creek Park via the Huron River; and,
- Expand upon the Village economic base through the development of canoe/kayak rentals.

The Infrastructure Project supports the goals identified in the Recreation Master Plan through the development of a diverse land and water based passive recreation system. It will be funded in-part through the Waterways Grant program managed by the MDNR Parks and Recreation Division. The Infrastructure Project will consist of developing and implementing a plan to create Creek access at three sites and related trailhead parking at two of the access sites. (Figure 1: Overall Trail & Canoe/Kayak Infrastructure Plan)



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Approximately 2 miles upstream from the Huron River, an access point and trailhead parking is proposed on property owned by the Dexter School system. The parking area site is situated at the southwest corner of the Shield Road bridge and will utilize a previous parking area that requires modification to accommodate approximately 12 vehicles without trailers. Construction of the parking area will include gravel surface and bituminous surface approach that conforms to ROW standards, delineated parking, entry drive gate and signage.

Access between the parking and creek will occur in-part, on an existing pedestrian trail system connecting the Dexter Schools. A new gravel path will branch off of this paved surface and will require minor earthwork to gain barrier free access down to the lower elevations of the site. From this point, the path will either continue on-grade or become an elevated boardwalk through the existing wetland and floodplain until it reaches the boat access site.

The downstream parking area is located on Village property in Warrior Creek Park near an existing parking lot. No improvements are proposed under the Basic Services for this parking area but it will be upgraded as a pervious parking surface in the next phase of Recreation Master Plan improvements.

A new boat access site will be located in close proximity to this parking area just downstream from the rapids that were created by the dam removal. The third access site is located on the upstream side of the existing rapids. A pedestrian pathway will connect the two access sites via the underpass under the new Main Street bridge. This will allow boaters to safely portage the rapids. The final locations of all three access sites will be finalized during the design phase of the work.

All three access sites will be constructed in a similar manner. Each site will require minor bank modification and stabilization, landing construction, gravel surfacing and signage. The landing will be constructed with gravel surface graded at a gradual slope for safe access into and out of the water. The banks will be notched for the landing and stabilized with flat surfaced stone and will also function as seating.

All sites and parking will be constructed in accordance with ADA accessibility guidelines.

Basic Services

JJR understands the work required under this Scope of Services will include the development of construction documents are related work that will enable the Client to obtain competitive pricing from local contractor interested in implementing the improvements. Principal tasks included under this Scope of Services include:

- Construction Documents



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- Environmental Permitting
- Bidding and Construction Assistance

Incidental work items associated with these principal tasks include: environmental permitting, estimating, coordination with the Dexter School District, grant administration assistance to support the CLIENT and meeting attendance.

Construction Documents

JJR will conduct a kickoff meeting with the CLIENT to discuss the project scope, generate a schematic design concept that indicates the configuration of the parking area and locations for each access point along the creek, validate construction budget, and review the extent of current documentation prepared by others for use by JJR. Based on previous review of existing topographic information, survey will not be included under the Basic Services. We will need AutoCAD drawing for all existing surveys and any geotechnical investigations previously completed by the CLIENT and the School District for the affected areas.

Following completion of the kickoff meeting and development of the schematic design concept drawings, JJR will prepare detailed construction documents consisting of plans, details and specifications that will be suitable for use as permit documents and for bidding by local contractors. An Opinion of Probable Construction costs will be included with the submittal.

During this phase of work, JJR will provide miscellaneous assistance to the CLIENT for coordination with the Dexter School District and Washtenaw County Road Commission and grant administration with the MDNR. No coordination meeting are anticipated.

Once complete, JJR will submit 4 complete sets of the documents to the CLIENT for review and comments. An updated Opinion of Probable Construction costs will be included with the submittal. Revisions will be made based on CLIENT review comments.

Environmental Permitting

Permits from the Michigan Department of Environmental Quality (MDEQ) will be needed for impacts to wetlands and streambanks. Project elements that are expected to be included in a MDEQ permit application include balancing cut and fill for the foot paths and access points. It is anticipated that this work will require a minor permit and our Basic Services do not include floodplain modeling or wetland mitigation design. The construction documents will be used for all permit exhibits and modified based on permit submittal requirements.



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A pre-application meeting with MDEQ is required or included under the Basic Services.

Deliverables under this task include:

- Permit application forms and supplemental narrative.
- Complete application.
- Grading plans, cross-sections, cut and fill calculations for earthwork in wetlands and floodplains, and design details for the proposed path and canoe access points.
- One application meeting with MDEQ to review the project area.

JJR will submit the application in behalf of the CLIENT and will coordinate and attend one field visit with MDEQ staff reviewing the site.

Based on agency review comments, plans and specifications will be modified.

Bidding Documents and Construction Phase- Future Work

While it is desirable to bid this work as part of a much larger project, JJR will assume that this will be the only project that will be implemented at Mill Creek Park in 2010.

Under this phase of work, JJR will assist the village in bidding, contract award and construction observation services.

Bidding Documents:

JJR's effort in assembling the "front end" documents (bidding documents, construction contract forms and general conditions) is estimated to be minimal. We will integrate all front end documents that are provided by the MDNR and Village that will be necessary in meeting the grant requirements. These documents will be combined with the technical specifications and plans into the Project Manual which will be used for bidding purposes.

The project will be advertised and bid by the CLIENT. JJR will attend the pre-bid conference and answer any questions that may arise. We will also issue one addendum to the CLIENT if necessary.

JJR will issue up to 10 sets of the Project Manual to the CLIENT for internal distribution and for contractors.

Once bids are received, JJR will assist the CLIENT in determining the most qualified contractor to complete the work.



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Construction Follow-up:

During construction, JJR will serve as the primary point of Contact between the CLIENT and the contractor. We do not envision this to be a significant effort and have budget time for the following items:

- Submittal review of specified materials.
- 3 site visits during construction to assess the work in progress and render an opinion to the CLIENT concerning its acceptability.
- A substantial completion inspection and punch list.
- Review of contractor's pay request
- Grant close-out assistance.

We are assuming the as-built drawings will not be required for these items and is not included under our Basic Services.

Extra Services

In addition to the above services, JJR would be pleased to provide Extra Services that are requested by the CLIENT. Labor and reimbursable expenses for services in addition to those described above, shall be compensated in accordance with JJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by JJR or at a negotiated fee. Attached is JJR's Standard Fee and Reimbursement Schedule for Extra Services. Extra Services may include, but are not limited to, the following:

Providing services to investigate in the work of independent consultants or construction manager retained by the CLIENT.

Revising drawings, specifications or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within JJR's control.

Preparing drawings, specifications, supporting data and providing other services in connection with change orders required due to causes not solely within JJR's control.

Preparing perspectives, renderings, models prepared upon the CLIENT's request and not otherwise provided herein.



Ms. Allison Bishop
 Village of Dexter
 Proposal of Professional Services
 Mill Pond Park – Waterways Grant
 Canoe/Kayak Infrastructure Project
 Construction Documents Phase
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SCHEDULE

JJR proposes a 6 month schedule to complete the above described tasks. The actual time required to develop the Construction documents is 1 months. The remainder of the time is allocated for agency permitting, bidding and construction. It is assumed that the MDEQ permit will take between 90 and 120 days to obtain. If any additional services are needed or requested, or if project delays outside of the control of JJR occur, this schedule may need to be adjusted.

COMPENSATION

Basic Services

The CLIENT shall compensate JJR for the SERVICES and in accordance with the Conditions of this Agreement for a lump sum fee of \$ 20,990 (twenty thousand nine hundred ninety dollars) inclusive of allowances.

Compensation is identified as follows:

MDEQ Permitting	\$ 6,000
Construction Documents.....	\$10,300
Bid and Construction Assistance	\$ 3,630
Reimbursable Expenses (Printing, mailing, travel).....	\$ 460
MDEQ Permit costs	\$ 600

The information contained in the above SCOPE OF SERVICES is proprietary and shall not be disclosed to any parties outside of the CLIENT's staff or be duplicated, used or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, the CLIENT shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with JJR.

We have attached JJR's standard CONTRACT FOR PROFESSIONAL SERVICES (EXHIBIT A) for your review and approval. Your signature below indicates your acceptance of the above SCOPE OF SERVICES and the CONTRACT FOR PROFESSIONAL SERVICES (EXHIBIT A), and will become a binding agreement between JJR and CLIENT.



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Thank you for contacting JJR. We look forward to working with you on this project.

Sincerely,

Thomas L. Mroz Jr., ASLA
 Senior Vice President

Paul S. Evanoff, LEED AP
 Senior Landscape Architect

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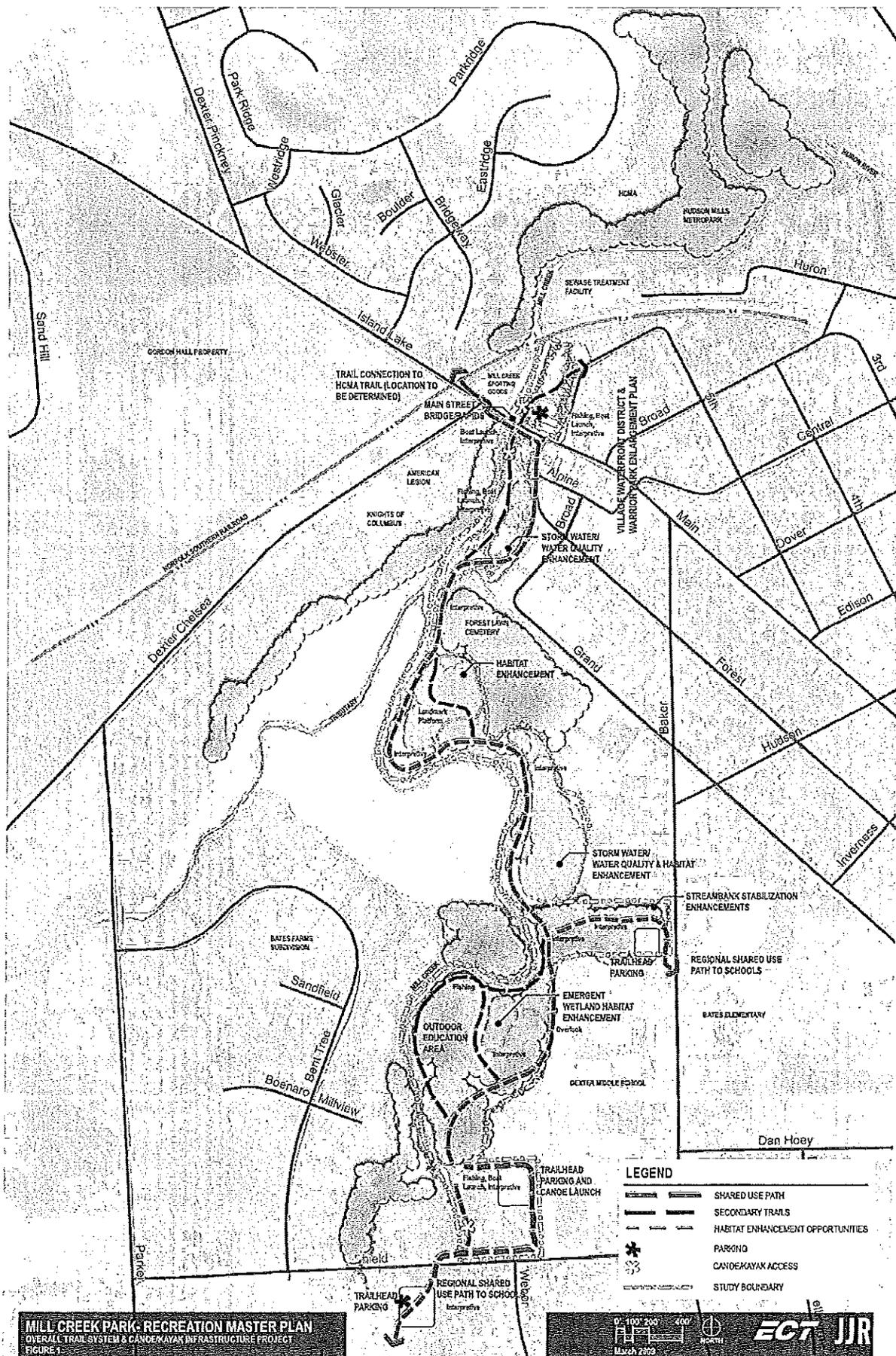
Enclosures: Exhibit A: Contract for Professional Services
 Standard Fee and Reimbursement Schedule
 Figure 1: Overall Trail & Canoe/Kayak Infrastructure Plan

AUTHORIZED CLIENT REPRESENTATIVE: VILLAGE OF DEXTER

BY: _____ TITLE: _____

PRINTED
 SIGNATURE: _____ DATE: _____

FIGURE 1: OVERALL TRAIL & CANOE/KAYAK INFRASTRUCTURE PLAN



VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: October 26, 2009
Re: Village Manager Report

1. Meeting Review:

- October 8th – Rene Papo, Developer
- October 9th – Jeffords Project Progress Meeting
- October 13th – DDA Financials Discussion
- October 15th and 16th – Business Retention Course
- October 20th – Spaulding Clark re: general discussion and update meeting
- October 20th – Rob Glass and staff re: prepare for After Hours Event
- October 21st – Dexter Chamber After Hours
- October 22nd – Lou Kidder re: Road Millage Discussion
- October 22nd – OHM review DWRF
- October 22nd – Dave Klump of Chelsea State Bank
- October 23rd - Jeffords Project Progress Meeting

2. Upcoming Meeting Review:

- October 30th – OHM Project Update Meeting
- November 3rd - Matt LaFontaine
- November 3rd – Amy Malmer of SEMCOG
- November 4th – Workshop Lansing “Transforming Transportation”

3. Chelsea Building Authority. Council asked that I get more information on Chelsea Area Construction Authority (CACA). There are no direct fees to the Village to join CACA and use their services instead of the County Building Department. CACA’s fees were applied to two recent projects in the village and a comparison of fees charged for building permit services is attached. As part of the County Budget planning, the County plans to keep the Building Department Office on Zeeb and increase service fees in January.

4. Pedestrian Signage. Attached is a sample of the type of sign we’re looking at for two crosswalks in downtown. Each sign is \$300 and major and local funds both budget for signage needs.

5. Safe Routes to School Workshop. On November 4th, Village and School representatives will be attending an all day workshop in Lansing. The Transforming Transportation workshop will include SR2S, Context Sensitive Solutions, and Complete Streets.

6. Fire Station Construction Grant. Attached is an update on the Fire Station Construction Grant Awards. Round 1 is complete and 96 fire departments will receive \$165 million. Four departments were funded in Michigan. There is still a possibility that the Dexter Area Fire Department project could be funded in Round 2, when the remaining \$45 million is awarded.

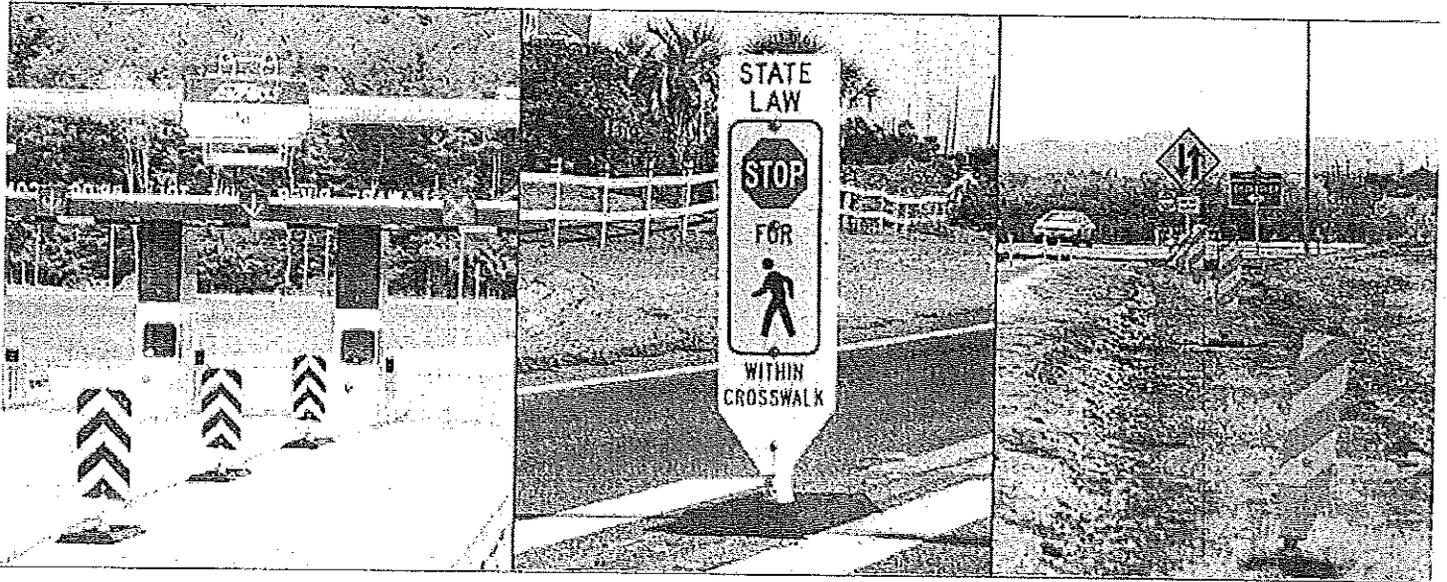
7. Energy Efficiency Conservation Block Grant (EECBG). The rules were changed to allow villages to apply for recovery funds for energy projects. The deadline for submitting projects was extended to November 5, 2009, and the maximum funding for our size community is \$50,000. We are working to submit an application to retrofit to LED village owned and metered decorative street lamps.

8. Forest/Alley Project. Lights are on at the Bridge, Janet Evans of BRi is closing out the loose ends on several minor outstanding items at this time.
9. Economic Development Business Retention Course. I have attached highlights from the Business Retention and Expansion Course attended October 14 and 15.
10. Drinking Water Revolving Fund (DWRF). This project will be bid October 27 and Council will be asked to award the bid at their November 23 meeting. The Bond Authorizing Resolution will also be on the November 23rd agenda.
11. State Revolving Fund (SRF) Our first reimbursement submittal for the Sewer Improvement Project was mailed to the State last week in the amount of \$402,986. These funds will be wired to the village account within approximately 2 weeks.
12. 2010 Michigan Bridge Conference. The Washtenaw County Road Commission and Village are collaborating to present the Main Street Bridge and Dam Removal Project at the 2010 Michigan Bridge Conference. Jim Carson and Aaron Berkholz are working out the details for a 45-minute presentation at the conference that is typically held in March. Additional details to follow.

Washtenaw County Building Dept v. Chelsea Area Construction Authority

	County	CACA	
\$810,000 Commercial			
Building Permit	\$4,884.00	\$4,909.00	
CofO/Plan Review	\$285.00	\$325.00	
Electrical	\$718.00	\$235.00	
Plumbing	\$418.00	\$310.00	
Mechanical	\$305.00	\$235.00	
Total	\$6,610.00	\$6,014.00	\$596.00
\$200,000 Residential			
Building Permit	\$1,090.00	\$950.00	
CofO/Plan Review	\$85.00	\$140.00	
Electrical	\$207.00	\$175.00	
Plumbing	\$320.00	\$175.00	
Mechanical	\$349.00	\$175.00	
Total	\$2,051.00	\$1,615.00	\$436.00
0 to \$1,000 Building Permit - Residential			
Building Permit	\$90.00	\$65.00	
Plan Review Fee	\$20.00	\$25.00	
Total	\$110.00	\$90.00	\$20.00
\$1,000 to \$10,000 Building Permit - Residential			
Building Permit	\$90.00	\$120.00	
Plan Review Fee	\$20.00	\$25.00	
Total	\$110.00	\$145.00	-\$35.00
Permit Reactivation Fee	\$50.00	\$55.00	
Able to access permits online?	Y	N	
Able to apply for permits online?	Y	N	
Distance from 8123 Main	4.1 miles	8.5 miles	

HEAVY-DUTY SIGN POSTS & VERTICAL PANELS



The Safe-Hit RubberTough® 360 heavy duty sign posts and vertical panels are composed of a durable two-piece omni-directional hinge and feature a large 3-1/2" post diameter.

RubberTough 360 products are composed of a durable two-piece omni-directional hinge and feature a large 3-1/2" post diameter. Having been successfully tested to withstand multiple vehicle bumper impacts and wheel-overs with large vertical panel signs attached, they are ideal for areas that need an imposing *must-be-seen* presence, yet rebound to vertical when hit. The omni-directional hinge utilizes proven Dura-Post® material technology combined with a heavy-duty inner tube to achieve the strong yet flexible design required to rebound larger, heavy posts and signage. Multiple mounting options are available including bolt-down surface mount, portable mat with quick connect pins, and quick-change soil anchors.

- Rebounds when impacted from any direction.
- FHWA accepted
- Superior stability & reboundability.
- Reliable galvanized steel bases and anchors have no plastic parts.
- Heavy Duty thick 3-1/2" diameter sign post.
- MUTCD compliant signage.
- Scientifically proven effective in a university study.
- Double-sided versions available to effectively warn both directions of traffic.
- Corrosion and UV resistant.
- Multiple mounting methods available.
- Easy to store. Detachable base stacks for efficient storage.
- Assembles and dismantles in seconds with quick-connect pins.
- Remains in service after multiple impacts.
- Serviceable hinge.
- Withstands extreme weather conditions.
- No sandbags required for ballast.





American Planning Association
Michigan Chapter

218 South Main, Suite 300
Ann Arbor, MI 48104



Transforming Transportation: Creating Systems that Integrate Design, Physical Activity, and Community Engagement

November 4, 2009
Radisson Hotel, Lansing
8:30 a.m. to 5:45 p.m.

6.5-8 AICP Certificate Maintenance (CM) credits



Michigan Safe Routes to School (SR2S), SR2S's program goal is to enable and encourage students to walk and roll (i.e., bicycle, wheel, etc.) to school when the distance is reasonable and routes are safe.

Context Sensitive Solutions (CSS), MDOT's modeling model for engaging local government in the road planning process; and

Complete Streets (CS), an approach to design that ensures that transportation planners and engineers consistently design and operate the entire roadway with all users in mind—including bicyclists, public transportation vehicles and riders, and pedestrians of all ages and abilities.

Together, these three programs provide engagement and design solutions that are an integral piece of your municipality's challenges. Make your community a leader in reducing reliance on automobiles, improving traffic congestion, promoting healthy exercise options to children, and developing a community-friendly transportation plan built on community connection and public engagement.

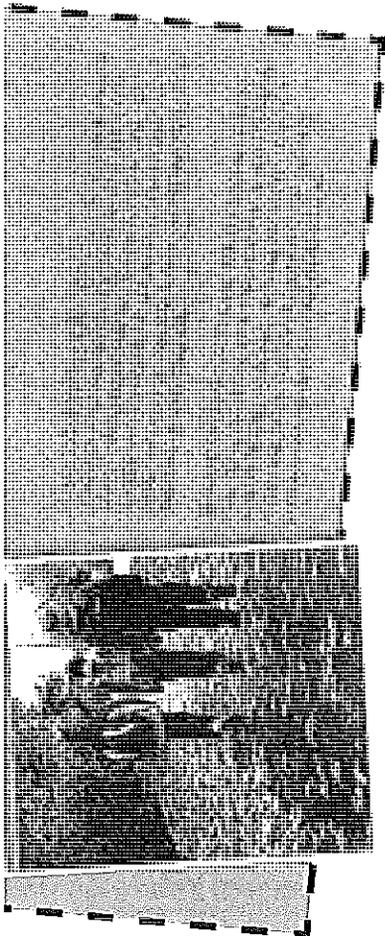
Michigan Association of Planning (MAP) provides solutions in this integrated, one day, two track program funded by the Michigan Department of Transportation (MDOT) Context Sensitive Solutions program and Michigan Safe Routes to School program. This workshop seeks to engage those professions and disciplines that can reshape the planning and design of transportation networks and streets to promote and support economic prosperity, community participation, health, and sustainability while enhancing mobility for all.

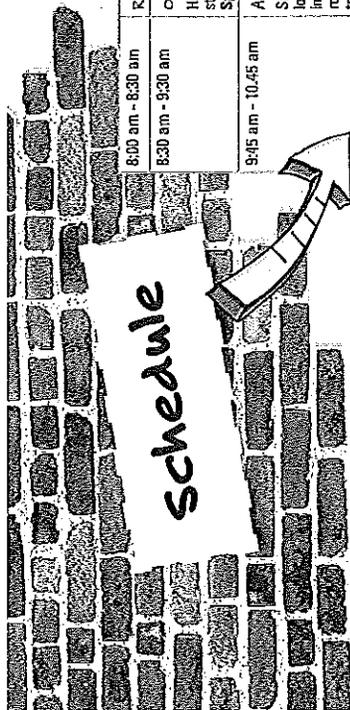
Who should attend?

- Professional planners
- Citizen planners and elected officials
- School officials from principals, to administrators, to teachers
- Community health professionals
- Transportation planners and engineers
- State agency employees with a stake in transforming the built environment (DED, MDOT, DELEG, MSHDA, MDA, MDE, and others)
- Design professionals like landscape architects and architects
- Representatives from the development community

Context Sensitive Solutions (CSS)

is a collaborative interdisciplinary approach to developing transportation projects. Under CSS, MDOT solicits dialogues with local governments, road commissions, industry groups, land use advocates, and state agencies early in a project's planning phase. A cooperative spirit and an awareness of community interests help achieve the ultimate goal—projects that fit their surroundings while effectively serving transportation needs.





8:00 am - 8:30 am	Registration		
8:30 am - 9:30 am	Opening Program: A Historical Perspective (1 CM) History and summary of Michigan, land use and development patterns, cultural trends, school and local government governance structures unique to Michigan; Context Sensitive Solutions (CSS); Complete Streets; and Safe Routes to School. Speaker: Mark Wyckoff, AICP, Land Policy Institute		
9:45 am - 10:45 am	A Primer on Safe Routes to School (1 CM) Safe Routes to School (SRTS) programs enable community leaders, schools, and parents across the United States to improve safety and encourage more children to safely walk and bike to school. In the process, programs are working to reduce traffic congestion and improve health and the environment, making communities more livable for everyone. Learn the elements of the Michigan SRTS program. Speaker: Lee Kalkmeyer, Michigan SRTS	Context Sensitive Solutions Part-1 (1 CM) Learn about the CSS approach to all transportation projects. Instruction is broken into 4 parts. Part 1 includes: Introduction and Defining Context Sensitive Solutions; The History of American Road Building, and Applying CSS To All Modes of Transportation. Speakers: Brad Peterson, RLA, and Lynn Lynwood, RLA, Michigan Department of Transportation (MDOT) will instruct all CSS breakout.	
11:00 am - 12:00 pm	Laying the Foundation for Complete Streets (1 CM) Effective complete streets policies help communities routinely create safe and inviting road networks for everyone, including bicyclists, drivers, transit operators and users, and pedestrians of all ages and abilities. Learn the What? Why? Where? and How? Followed by new adopted policies. Speaker: Paul Zyklosky, AICP, Local Government Commission	Context Sensitive Solutions Part-2 (1 CM) CSS continues with: Context Sensitive Solutions and The National Environmental Policy Act (NEPA); MDOT Context Sensitive Policy and Procedures; Context Sensitive Solutions and MDOT Highway Project Categories; and Context Sensitive Solutions Design Flexibility and Tort Liability.	
12:15 pm - 1:15 pm	Keynote Luncheon: Putting the "Public" Back in Involvement (1 CM) Public involvement is a critical component in any planning process. Learn about school related aspects of public involvement as well as incorporating good transportation plans and techniques into the public input process. The psychology of lot ownership and other obstacles to project completion will be discussed. Speaker: Ian Lockwood, P.E. Gladding-Jackson		
1:30 pm - 3:00 pm	General Session: Perspectives in the Process (1.5 CM) In this hands-on activity, attendees will put lessons learned from the keynote luncheon into practice. A site plan review exercise will allow participants to consider planning and transportation aspects from different perspectives/professions/roles. An elementary school will be incorporated into the site plan. Ian Lockwood will lead with the assistance of Paul Zyklosky, AICP and Brad Strader, AICP, PTP.		
3:15 pm - 4:15 pm	Critical Connections: The roles of schools and planners in the community (1 CM) What can planners do for Safe Routes to School? The importance of team development and building local efforts. Speaker: Brad Strader, AICP/PTP, LSI Planning, Inc.	Context Sensitive Solutions Parts 3 and 4 (2.5 CM) The CSS training wraps up with: Context Sensitive Solutions in Transportation Planning Context Sensitive Solutions in Transportation Design; Context Sensitive Solutions in Transportation Construction; Context Sensitive Solutions in Traffic Operations and Maintenance; and Context Sensitive Solutions and Continuous Improvement.	
4:15 pm - 5:45 pm	Certification Maintenance (CM) Credits		8
			5.5

Registration Form (please fill out one form per registrant or register online at www.planningmi.org/transfer.asp)

NAME _____

AFFILIATION _____

E-MAIL ADDRESS (NOTE: Registration confirmations and directions will be sent via e-mail) _____

PHONE (WITH AREA CODE) _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

- I am a MAP member
- I want to become a MAP member (\$60)
- I am an MDOT employee

Session Selections
Four break-out sessions are scheduled.
I plan to attend (check all that apply):

- 9:30 AM - 10:30 AM
- A Primer on Safe Routes to School
- CSS Hour 1
- 11:00 AM - 12:00 PM
- Laying the Foundation for Complete Streets
- CSS Hour 2
- 3:15 PM - 4:15 PM
- Critical Connections: The Roles of Schools and Planners in the Community
- 3:15 PM - 5:45 PM
- CSS Hour 4

Fees
\$35—Registrations received on or before October 30, 2009
\$45—Registrations received on or after November 2, 2009

TOTAL PAYMENT _____

TODAY'S DATE _____

PAYMENT INFORMATION: (PLEASE SELECT ONE)

- Check enclosed
- MasterCard
- Visa
- Invoice No _____

CARD # _____

SECURITY CODE _____ EXPIRATION DATE _____

SIGNATURE _____

Registration Policies
Please send registration form with payment to:
Michigan Association of Planning, 219 S. Main St., Ste. 300,
Ann Arbor, MI 48104 Phone: (734) 913-2000 Fax: (734) 913-2061

Cancellations received less than five days in advance will not be refunded. You may: 1) send a substitute or 2) receive the workshop materials in the mail. Registration confirmation and directions to the workshop location will be sent via e-mail to each person who is registered at least five business days prior to the workshop date. Directions are also available online at www.planningmi.org.

Firehouse.com - Printable Article

The Web's Source for Fire, Rescue & EMS

[Click Here to Print This Page](#)

Round 1 of 2009 SCG Awards Announced

.....
Firehouse.com

- [View Round 1 2009 SCG Grants](#)

On Friday, Oct. 2, 2009, \$165 million in Fire Station Construction Grants (SCG) were awarded to 96 fire departments within the United States.

This was the first round of the program's FY '09 grants awarded by the Federal Emergency Management Agency. The SCG program is part of the American Recovery and Reinvestment Act.

The purpose of the FY 2009 ARRA SCG is to create or save jobs in recession-hit areas and achieve other purposes stated in ARRA, and achieve AFG goals of firefighter safety and improved response capability/capacity based on need through the construction, renovation or modification of fire stations.

Total funding available for the SCG program is \$210 ^{million} ~~billion~~ and was open to non-federal fire departments and state and local governments that fund/operate fire departments during the application period.

The ARRA is an economic stimulus package passed early in 2008 that was designed to jumpstart the U.S. economy, create or save millions of jobs, and put a down payment on addressing long-neglected challenges nationally.

Funds received under this Act are intended to support these goals, and unprecedented levels of transparency, oversight, and accountability are required of the expenditure of Act dollars.

- [Round 1 2009 Recipients](#)

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Assistance to Firefighters Fire Station Construction Grants (SCG) - FY 2009 Award Recipients

Last Updated: 10/2/2009 - www.firegrantsupport.com

Organization	City	State	Program	Award Amount	Award Date
Round 1					
Allen Fire Department	Allen	TX	Firefighters Fire Station Construction	\$1,803,126	10/2/2009 - Round 1
Anne Arundel County Fire Department	Millersville	MD	Firefighters Fire Station Construction	\$1,866,100	10/2/2009 - Round 1
Atkinson Fire Protection District	Atkinson	IL	Firefighters Fire Station Construction	\$1,359,000	10/2/2009 - Round 1
Austintown Fire Department	Austintown	OH	Firefighters Fire Station Construction	\$333,000	10/2/2009 - Round 1
Bayonne Fire Department	Bayonne	NJ	Firefighters Fire Station Construction	\$3,567,491	10/2/2009 - Round 1
Bethlehem Community Volunteer Fire Dept.	Taylorville	NC	Firefighters Fire Station Construction	\$2,006,515	10/2/2009 - Round 1
Biggersville Volunteer Fire Dept.	Rlenzi	MS	Firefighters Fire Station Construction	\$469,173	10/2/2009 - Round 1
Birmingham Fire & Rescue Service	Birmingham	AL	Firefighters Fire Station Construction	\$1,832,907	10/2/2009 - Round 1
Briar Oaks Volunteer Fire Department, Inc.	Burleson	TX	Firefighters Fire Station Construction	\$301,800	10/2/2009 - Round 1
Bristol Township Volunteer Fire Department	Bristolville	OH	Firefighters Fire Station Construction	\$2,235,191	10/2/2009 - Round 1
Bryant Fire Department	Bryant	AR	Firefighters Fire Station Construction	\$1,603,000	10/2/2009 - Round 1
Cedar City/Iron County	Cedar City	UT	Firefighters Fire Station Construction	\$717,850	10/2/2009 - Round 1
Central Lyon County Fire Protection District	Dayton	NV	Firefighters Fire Station Construction	\$2,091,524	10/2/2009 - Round 1
Chelsea Fire Department	Chelsea	MA	Firefighters Fire Station Construction	\$1,515,020	10/2/2009 - Round 1
Chicago Fire Department	Chicago	IL	Firefighters Fire Station Construction	\$4,800,000	10/2/2009 - Round 1
City of El Paso Fire Department	El Paso	TX	Firefighters Fire Station Construction	\$1,256,115	10/2/2009 - Round 1
City of Marina Fire Department	Marina	CA	Firefighters Fire Station Construction	\$477,878	10/2/2009 - Round 1
City of Mesa Fire Department	Mesa	AZ	Firefighters Fire Station Construction	\$4,040,000	10/2/2009 - Round 1
City of Munford Fire Department	Munford	TN	Firefighters Fire Station Construction	\$1,817,000	10/2/2009 - Round 1
City of Ontario Fire Department	Ontario	CA	Firefighters Fire Station Construction	\$1,354,000	10/2/2009 - Round 1
City of Pueblo Fire Department	Pueblo	CO	Firefighters Fire Station Construction	\$2,734,445	10/2/2009 - Round 1
City of Quincy Fire Department	Quincy	FL	Firefighters Fire Station Construction	\$1,200,987	10/2/2009 - Round 1
City of Richmond Dept. of Fire & Emergency	Richmond	VA	Firefighters Fire Station Construction	\$3,264,110	10/2/2009 - Round 1
City of Sedro-Woolley Fire Department	Sedro-Woolley	WA	Firefighters Fire Station Construction	\$1,202,024	10/2/2009 - Round 1
Colona Fire Department	Colona	IL	Firefighters Fire Station Construction	\$562,387	10/2/2009 - Round 1
Columbia County Fire Rescue Department	Lake City	FL	Firefighters Fire Station Construction	\$685,335	10/2/2009 - Round 1
County 17 Fire & Rescue	Maylene	AL	Firefighters Fire Station Construction	\$276,130	10/2/2009 - Round 1
County of Los Angeles Fire Department	Los Angeles	CA	Firefighters Fire Station Construction	\$3,623,900	10/2/2009 - Round 1
Dutton Fire Department	Dutton	MI	Firefighters Fire Station Construction	\$866,561	10/2/2009 - Round 1
Edgewater Fire Rescue	Edgewater	FL	Firefighters Fire Station Construction	\$1,141,357	10/2/2009 - Round 1
Fairmount Fire Protection District	Golden	CO	Firefighters Fire Station Construction	\$132,787	10/2/2009 - Round 1
Fluvanna County Volunteer Fire Department -	Palmyra	VA	Firefighters Fire Station Construction	\$1,415,540	10/2/2009 - Round 1
Fulton Fire Department	Fulton	MO	Firefighters Fire Station Construction	\$1,265,487	10/2/2009 - Round 1
Gig Harbor Fire & Medic One	Gig Harbor	WA	Firefighters Fire Station Construction	\$2,002,144	10/2/2009 - Round 1
Gilbert Fire Department	Gilbert	AZ	Firefighters Fire Station Construction	\$2,977,838	10/2/2009 - Round 1
Grand Traverse Metro Fire Department	Traverse City	MI	Firefighters Fire Station Construction	\$2,813,034	10/2/2009 - Round 1
Grosse Tete Volunteer Fire Department	Grosse Tete	LA	Firefighters Fire Station Construction	\$2,763,060	10/2/2009 - Round 1

Hawaii Fire Department	Hilo	HI	Firefighters Fire Station Construction	\$4,113,686	10/2/2009 - Round 1
Heath Springs Volunteer Fire Department	Heath Springs	SC	Firefighters Fire Station Construction	\$976,000	10/2/2009 - Round 1
Highland Park Fire Department	Highland Park	MI	Firefighters Fire Station Construction	\$2,601,167	10/2/2009 - Round 1
Indian Land Fire Department	Lancaster	SC	Firefighters Fire Station Construction	\$1,669,808	10/2/2009 - Round 1
Kansas City, Missouri Fire Department	Kansas City	MO	Firefighters Fire Station Construction	\$2,030,000	10/2/2009 - Round 1
Limestone Cove Fire Dept.	Unicoi	TN	Firefighters Fire Station Construction	\$110,872	10/2/2009 - Round 1
Londonderry Fire/Rescue	Londonderry	NH	Firefighters Fire Station Construction	\$1,655,671	10/2/2009 - Round 1
Louisville Fire Department	Louisville	KY	Firefighters Fire Station Construction	\$3,319,765	10/2/2009 - Round 1
Louisville Volunteer Fire Department	Louisville	GA	Firefighters Fire Station Construction	\$858,673	10/2/2009 - Round 1
Madison Fire/Rescue	Madison	AL	Firefighters Fire Station Construction	\$1,415,043	10/2/2009 - Round 1
Malvern Fire Company	Malvern	PA	Firefighters Fire Station Construction	\$1,076,845	10/2/2009 - Round 1
Mariposa County Fire Department	Mariposa	CA	Firefighters Fire Station Construction	\$2,184,586	10/2/2009 - Round 1
Mobile Fire-Rescue Department	Mobile	AL	Firefighters Fire Station Construction	\$1,952,763	10/2/2009 - Round 1
Monroe Tri-Community VFD, Inc.	Madisonville	TN	Firefighters Fire Station Construction	\$111,749	10/2/2009 - Round 1
Monro Bay Fire Department	Monro Bay	CA	Firefighters Fire Station Construction	\$1,602,940	10/2/2009 - Round 1
Mt. Sterling Fire Department	Mt. Sterling	KY	Firefighters Fire Station Construction	\$1,100,000	10/2/2009 - Round 1
Municipal Fire Department	Joliet	IL	Firefighters Fire Station Construction	\$1,160,000	10/2/2009 - Round 1
Navassa Volunteer Fire Department	Navassa	NC	Firefighters Fire Station Construction	\$1,607,950	10/2/2009 - Round 1
Neenah Menasha Fire Rescue	Neenah	WI	Firefighters Fire Station Construction	\$1,208,522	10/2/2009 - Round 1
New Whiteand Fire Department	New Whiteand	IN	Firefighters Fire Station Construction	\$510,248	10/2/2009 - Round 1
Newberg Fire Department	Newberg	OR	Firefighters Fire Station Construction	\$784,225	10/2/2009 - Round 1
Newport News Fire Department	Newport News	VA	Firefighters Fire Station Construction	\$2,597,425	10/2/2009 - Round 1
Newport Fire/EMS Department	Newton	KS	Firefighters Fire Station Construction	\$2,962,365	10/2/2009 - Round 1
Niota Rural Volunteer Fire Department	Niota	TN	Firefighters Fire Station Construction	\$336,680	10/2/2009 - Round 1
Olar Fire Department	Olar	SC	Firefighters Fire Station Construction	\$209,000	10/2/2009 - Round 1
Oter Lake Fire Company, Inc.	Forestport	NY	Firefighters Fire Station Construction	\$1,126,431	10/2/2009 - Round 1
Payette City & Rural fire departments	Payette	ID	Firefighters Fire Station Construction	\$1,979,891	10/2/2009 - Round 1
Pigeon Forge Fire Department	Pigeon Forge	TN	Firefighters Fire Station Construction	\$2,045,072	10/2/2009 - Round 1
Pittsboro Volunteer Fire & Rescue Department	Pittsboro	NC	Firefighters Fire Station Construction	\$607,500	10/2/2009 - Round 1
Pomeroy Volunteer Fire Department	Pomeroy	OH	Firefighters Fire Station Construction	\$811,750	10/2/2009 - Round 1
Posy Township Volunteer Fire Department	Staunton	IN	Firefighters Fire Station Construction	\$1,285,777	10/2/2009 - Round 1
Rolling Meadows Fire Department	Rolling Meadows	IL	Firefighters Fire Station Construction	\$1,157,000	10/2/2009 - Round 1
Rough And Ready Fire Department	Rough And Ready	CA	Firefighters Fire Station Construction	\$1,126,832	10/2/2009 - Round 1
San Antonio Fire Department	San Antonio	TX	Firefighters Fire Station Construction	\$7,316,260	10/2/2009 - Round 1
Sandoval County Fire Department	Bernalillo	NM	Firefighters Fire Station Construction	\$2,700,204	10/2/2009 - Round 1
Santa Maria City Fire Department	Santa Maria	CA	Firefighters Fire Station Construction	\$4,368,907	10/2/2009 - Round 1
Sierra Fire Protection District	Reno	NV	Firefighters Fire Station Construction	\$2,046,730	10/2/2009 - Round 1
Six Mile Run Area Vol. Fire Co.	Six Mile Run	PA	Firefighters Fire Station Construction	\$2,001,710	10/2/2009 - Round 1
Smyrna Fire Department	Smyrna	GA	Firefighters Fire Station Construction	\$1,434,967	10/2/2009 - Round 1
Shoquaimie Pass Fire and Rescue	Shoquaimie Pass	WA	Firefighters Fire Station Construction	\$4,007,374	10/2/2009 - Round 1
South Boundary Fire Protection District	Naples	ID	Firefighters Fire Station Construction	\$256,870	10/2/2009 - Round 1
South Greenville Fire Department	Pelzer	SC	Firefighters Fire Station Construction	\$842,008	10/2/2009 - Round 1
St. Paul's Fire District	Hollywood	SC	Firefighters Fire Station Construction	\$1,470,359	10/2/2009 - Round 1
Sunter County Fire Rescue	Bushnell	FL	Firefighters Fire Station Construction	\$2,131,638	10/2/2009 - Round 1
Sunset Beach Fire Department	Sunset Beach	NC	Firefighters Fire Station Construction	\$1,494,103	10/2/2009 - Round 1
Tampa Fire Rescue	Tampa	FL	Firefighters Fire Station Construction	\$1,624,880	10/2/2009 - Round 1
Toledo Fire & Rescue Department	Toledo	OH	Firefighters Fire Station Construction	\$2,995,603	10/2/2009 - Round 1
Town of Buckeye Fire Department	Buckeye	AZ	Firefighters Fire Station Construction	\$3,522,456	10/2/2009 - Round 1

Town of East Hartford Fire Department	East Hartford	CT	Firefighters Fire Station Construction	\$3,394,879	10/2/2009 - Round 1
University City Fire Department	University City	MO	Firefighters Fire Station Construction	\$2,612,197	10/2/2009 - Round 1
Valley Hill Fire & Rescue	Hendersonville	NC	Firefighters Fire Station Construction	\$640,000	10/2/2009 - Round 1
Valparaiso Fire Department	Valparaiso	IN	Firefighters Fire Station Construction	\$461,368	10/2/2009 - Round 1
Volunteer Fire and Rescue of Harrison Township	Martinsville	IN	Firefighters Fire Station Construction	\$799,490	10/2/2009 - Round 1
Washington Township Fire Department	Washington	MI	Firefighters Fire Station Construction	\$1,510,016	10/2/2009 - Round 1
Wayne Township Fire and Rescue	Newtownsville	OH	Firefighters Fire Station Construction	\$820,000	10/2/2009 - Round 1
West Seneca Fire District #6	West Seneca	NY	Firefighters Fire Station Construction	\$320,000	10/2/2009 - Round 1
Western Springs Department of Fire & EMS	Western Springs	IL	Firefighters Fire Station Construction	\$1,100,000	10/2/2009 - Round 1
Winfield-Foley Fire Protection District	Winfield	MO	Firefighters Fire Station Construction	\$1,206,550	10/2/2009 - Round 1
Winston-Salem Fire Department	Winston-Salem	NC	Firefighters Fire Station Construction	\$2,008,541	10/2/2009 - Round 1

Business Retention and Expansion BR&E

October 14 & 15, 2009

Highlights from training

Primary Objectives of BR&E

- Learn Dexter business's perceptions of our community, what they believe are the advantages and disadvantages of operating a business in Dexter.
- Learn needs of Dexter business, especially those at risk of closing or relocating elsewhere
- Respond to business needs with a variety of business assistance services provided through federal, state, and local economic programs
- Address those issues that detract from Dexter's competitiveness as a good location to do business, build on the strengths that enhance Dexter's competitiveness
- A good BR&E program can help enhance Dexter's reputation as a good place in which to do business

Communities must ask themselves how important are our existing businesses to our economy?

We must know more about the businesses in our back yard than anyone else. This is the "Home Field Advantage" that is necessary in a highly competitive environment. We may not be aware of who is looking at our businesses until it is too late.

The reason BR&E is the primary focus of a communities economic development effort; 80% of all job growth comes for the retention and expansion of existing businesses and this job growth provides the highest return on investment.

In the current economic environment there are lots of inquires but very few start-ups. Business start-ups are down and competition between States for the few new businesses is aggressive.

Businesses that survive are trading technology for employment, which means a successful BR&E program isn't necessarily about job creation or job retention. It's about helping a business survive in a highly competitive environment.

A new strategy for the New Economy, in the new economy, states need to shift their focus from hunting and gathering industrial recruitment to gardening or promoting growth from within. BR&E programs are called "Economic Gardening".

BR&E effort must be customer/Business focused not data gathering focused.

Village President Report

AGENDA 10-26-09

ITEM I-6

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 October 12, 2009 Village Council Meeting include:

October 13, 2009 - At the request of the Courtney Nicholls, Assistant Village Manager, I again reviewed the legal description of the Village Boundary and Map and shared comments from my review. Everything is being checked thoroughly as we prepare our submittal to the State Boundary Commission.

October 15, 2009 - Downtown Development Authority Meeting - topics discussed included possible improvements to Village crosswalks and future DDA financial support of this issue and project updates. The development agreement with Schulz Development for the Mill Creek Building Project was amended to allow the Developer to complete construction by September 30, 2010 and the DDA to complete their improvements by December 1, 2009.

October 20, 2009 - Met with Spaulding Clark and Donna Dettling. The main discussion item was the County's plans to continue providing Building Inspection Services. We also briefly discussed how the WAVE bus program was working in Scio, and the fact that I have been asked to meet with Lew Kidder of the Scio Twp Road Committee.

October 20, 2009 - Met with Dexter Community Schools, Chamber Representative Joe Nowak, Donna Dettling and Shawn Ferguson to review presentations for October 21st Chamber after Hours event - please see below for more information.

October 20, 2009 - Attended and provided the opening remarks for the Washtenaw County Parks and Recreation Public Information meeting on the Border to Border Trail connection. The meeting was held at the Dexter District Library. The meeting was well attended both by residents of the Village and residents from neighboring communities. The meeting was held as part of a collaborative effort between County Parks, HCMA, the Washtenaw County Road Commission and the Village to solicit input for the best route to connect the border to border trail to the Village of Dexter. A copy of the Opportunities and Constraints matrix from the meeting is attached to my report.

Future activities:

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

October 21, 2009 - Chamber of Commerce After Hours Presentation "Dexter High School Re-Imagined" at the Dexter High School - the Village is participating with the Dexter Community Schools to give a short introduction to our "Economic Advancement Program".

October 22, 2009 - Planned Meeting with Lew Kidder of the Scio Township Road Committee (with Donna Dettling).

October 26, 2009 - Village Council Meeting

November 4, 2009 - Attending Safe Routes 2 School Seminar

November 9, 2009 - Village Council Meeting

November 19, 2009 - Downtown Development Authority Meeting

November 23, 2009 - Village Council Meeting

Please note that I still need to get with the Planning Commission and Parks & Recreation Commission Ex-Officio's to select a representative to sit with the DDA members on the DAPCO Property Redevelopment Team.

Also, of note, I will be meeting with or speaking to the two people that have submitted applications to date for the Parks and Recreation Committee vacancy. I would like to have a recommendation for Council consideration for the November 9th meeting.

As always, if you have any questions for me please feel free to give me a call. I look forward to seeing you around town.

Shawn W. Keough

Village President

(734) 426-5486 (home number)

skeough@villageofdexter.org

VENDOR APPROVAL SUMMARY REPORT

Date: 10/19/2009

Time: 4:09pm

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Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	AVG UNINSTALLED-WORKSTATIONS	90.00	0.00
ERIN M. AIKEN	AIKEN/ERIN	MICHELLE & TIM AIKEN-OPTICAL	529.00	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	DEPOSIT FEE REFUND	2,049.50	0.00
AMERICAN PLANNING ASSOCIATION	AMER PLANN	MEMBERSHIP & SUBSCRIPTIONS	490.00	0.00
AMERICAN SPRINKLER	AMER SPRIN	MOVE LIGHT TIMER-FOREST ST.	75.00	0.00
ANN ARBOR.COM	ANN ARBOR.	ADVERTISING	115.00	0.00
ARBOR CARE TREE SURGEONS	ARBOR CARE	WORK ON INVERNESS ST.	1,340.00	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	2-5 GAL WATER	11.50	0.00
ASTI ENVIRONMENTAL SERVICES	ASTI	PROFESSIONAL SERVICES	576.00	0.00
AT&T	AT&T		42.40	0.00
BEST BLOCK COMPANY	BEST BLOCK	2' MANHOLE BLOCK	126.00	0.00
BLUE CARE NETWORK OF MICHIGAN	BLUE CARE	COV. PERIOD 11/1/09-11/30/09	15,567.97	0.00
BRIDGEWATER TIRE COMPANY, INC.	BRIDGE TIR	REPAIR TRAILER	20.00	0.00
CHAMPION WATER TREATMENT	CHAMPION W	4 5-GAL WATERS WWTP	17.00	0.00
COACHS CATASTROPHE CLEANING	COACHS CA	EDISON CLEANING	514.30	0.00
COMCAST - DPW	COMCAST -	09588 353732-01-8	128.95	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	GAS	1,075.89	0.00
DENTAL NETWORK OF AMERICA	DENTAL NET	AIKEN & VIEBAHN	233.40	0.00
DETROIT SALT COMPANY	DETROIT SA	ROCK SALT	6,555.62	0.00
DEXTER SENIOR CITIZENS CENTER	DEX SENIOR	OCTOBER 2009 RENT	250.00	0.00
DIUBLE EQUIPMENT INCORPORATED	DIUBLE EQU	BLADE SET	91.00	0.00
DONNA DETTLING	DONNA D	EXPENSE REPORT	17.00	0.00
DTE ENERGY	DET EDISON	SEPTEMBER BILLS	3,248.00	0.00
ETNA SUPPLY CO	ETNA SUPPL	ADS INJ MOLD, HI-Q, FREIGHT	234.46	0.00
GADALETO, RAMSBY & ASSOCIATES	FORT-GAD	BILLING PERIOD 11/1-12/1/09	527.86	0.00
GRAINGER	GRAING	SEAL BEARING ASSEMBLY	1,428.71	0.00
HERITAGE NEWSPAPERS	HERITAGE N	MEETING CHG NOTICE	9.00	0.00
LAND INFORMATION ACCESS ASSOC.	LAND INFO	FIRST STEPS-CAPT/DART	175.00	0.00
LOWE'S BUSINESS ACCOUNT	LOWE S	SUPPLIES	110.79	0.00
MICHIGAN ASSOC OF PLANNING	MICHIGAN A	SR2S WORKSHOP	70.00	0.00
MICHIGAN ECONOMIC DEVELOPERS	MI ECO DEV	CERTIFIED BUSINESS PARK	250.00	0.00
MICHIGAN GOVERNMENT FINANCE OF	MGFOA	MGFOA MEMBERSHIP	75.00	0.00
MIDWESTERN CONSULTING	MIDWEST	PROFESSIONAL SERVICES	1,022.45	0.00
MUNICIPAL CODE CORPORATION	MUNI CODE	ANNUAL CODE ON INTERNET FEE	400.00	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	SEPT STATEMENT	428.73	0.00
NORTH CENTRAL LABORATORIES	NCL	SUPPLIES	118.88	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	OCTOBER INVOICES	47,387.80	0.00
ROMINE CONSTRUCTION L.L.C.	ROMINE	MANHOLE REPAIR AND SIDEWALK	4,785.00	0.00
S.F. STRONG	SF STRONG	SUPPLIES	296.05	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	OFFICE SUPPLIES	73.85	0.00
WASHTENAW COUNTY ROAD	W CTY ROAD	ROW PERMIT REVIEW	200.00	0.00
WASHTENAW COUNTY SOIL EROSION	SOIL EROSI	SESC PERMIT	195.00	0.00
Grand Total:			90,952.11	0.00

INVOICE APPROVAL LIST BY FUND

Date: 10/19/2009
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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Village Council								
101-101.000-861.000	Travel & M			DONNA DETTLING EXPENSE REPORT	0		10/19/2009	17.00
101-101.000-943.000	Council Ch			DEXTER SENIOR CITIZENS CENTER OCTOBER 2009 RENT	0		10/19/2009	200.00
101-101.000-955.000	Miscellaneous			LAND INFORMATION ACCESS ASSOC. FIRST STEPS-CAPT/DART	0	3562	10/19/2009	175.00
101-101.000-958.000	Membership			MICHIGAN ECONOMIC DEVELOPERS CERTIFIED BUSINESS PARK	0	5907	10/19/2009	250.00
Total Village Council								642.00
Dept: Village Manager								
101-172.000-721.000	Health & L			DENTAL NETWORK OF AMERICA AIKEN & VIEBAHN	0	174008	10/19/2009	116.70
101-172.000-721.000	Health & L			ERIN M. AIKEN MICHELLE & TIM AIKEN-OPTICAL	0		10/19/2009	529.00
101-172.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN COV. PERIOD 11/1/09-11/30/09	0	92820002319	10/19/2009	1,835.87
101-172.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 11/1-12/1/09	0		10/19/2009	127.93
Total Village Manager								2,609.50
Dept: Village Clerk								
101-215.000-815.000	Ordinance			MUNICIPAL CODE CORPORATION ANNUAL CODE ON INTERNET FEE	0	115944	10/19/2009	400.00
101-215.000-901.000	Printing &			HERITAGE NEWSPAPERS MEETING CHG NOTICE	0		10/19/2009	9.00
Total Village Clerk								409.00
Dept: Village Treasurer								
101-253.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN COV. PERIOD 11/1/09-11/30/09	0	92820002319	10/19/2009	1,327.25
101-253.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 11/1-12/1/09	0		10/19/2009	37.30
101-253.000-958.000	Membership			MICHIGAN GOVERNMENT FINANCE OF MGFOA MEMBERSHIP	0		10/19/2009	75.00
Total Village Treasurer								1,439.55
Dept: Buildings & Grounds								
101-265.000-727.000	Office Sup			ARBOR SPRINGS WATER CO. INC 2-5 GAL WATER	0	1148161	10/19/2009	11.50
101-265.000-727.000	Office Sup			STAPLES BUSINESS ADVANTAGE OFFICE SUPPLIES	0	3125798644	10/19/2009	73.85
101-265.000-920.000	Utilities			DTE ENERGY SEPTEMBER BILLS	0		10/19/2009	140.00
101-265.000-920.001	Telephones			NEXTEL COMMUNICATIONS SEPT STATEMENT	0		10/19/2009	107.18
101-265.000-977.000	Equipment			ABSOLUTE COMPUTER SERVICES AVG UNINSTALLED-WORKSTATIONS	0	61425	10/19/2009	90.00
Total Buildings & Grounds								422.53
Dept: Village Tree Program								
101-285.000-803.000	Contracted			ARBOR CARE TREE SURGEONS WORK ON INVERNESS ST.	0		10/19/2009	1,025.00
101-285.000-803.000	Contracted			ARBOR CARE TREE SURGEONS TREE TRIMMING	0		10/19/2009	315.00
101-285.000-803.000	Contracted			MIDWESTERN CONSULTING PROFESSIONAL SERVICES	0	3088A-68	10/19/2009	521.95
Total Village Tree Program								1,861.95
Dept: Planning Department								
101-400.000-721.000	Health & L			BLUE CARE NETWORK OF MICHIGAN COV. PERIOD 11/1/09-11/30/09	0	92820002319	10/19/2009	1,327.25
101-400.000-722.000	Life & Dis			GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 11/1-12/1/09	0		10/19/2009	36.54
101-400.000-958.000	Membership			AMERICAN PLANNING ASSOCIATION MEMBERSHIP & SUBSCRIPTIONS	0	166106-091001	10/19/2009	490.00
Total Planning Department								1,853.79
Dept: Department of Public Works								
101-441.000-721.000	Health & L			DENTAL NETWORK OF AMERICA AIKEN & VIEBAHN	0	174008	10/19/2009	116.70

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund								
Dept: Department of Public Works								
		101-441.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COV. PERIOD 11/1/09-11/30/09	0	92820002319	10/19/2009	822.90
		101-441.000-722.000	Life & Dis	GDALETO, RAMSBY & ASSOCIATES BILLING PERIOD 11/1-12/1/09	0		10/19/2009	38.81
		101-441.000-740.000	Operating	S.F. STRONG SUPPLIES	0	171882-00	10/19/2009	118.57
		101-441.000-751.000	Gasoline &	CORRIGAN OIL COMPANY GAS	0	5366246	10/19/2009	398.23
		101-441.000-920.000	Utilities	COMCAST - DPW 09588 353732-01-8	0		10/19/2009	128.95
		101-441.000-920.000	Utilities	DTE ENERGY SEPTEMBER BILLS	0		10/19/2009	1,546.00
		101-441.000-920.001	Telephones	NEXTEL COMMUNICATIONS SEPT STATEMENT	0		10/19/2009	133.98
		101-441.000-960.000	Education	MICHIGAN ASSOC OF PLANNING SR2S WORKSHOP	0		10/19/2009	70.00
		101-441.000-970.001	Cap Sidewa	ROMINE CONSTRUCTION L.L.C. SIDEWALK REPL. FOURTH ST.	0		10/19/2009	3,945.00
		101-441.000-970.001	Cap Sidewa	ROMINE CONSTRUCTION L.L.C. MANHOLE REPAIR AND SIDEWALK	0		10/19/2009	840.00
Total Department of Public Works								8,159.14
Dept: Downtown Public Works								
		101-442.000-730.000	Farmers Ma	ANN ARBOR.COM ADVERTISING	0		10/19/2009	115.00
		101-442.000-802.000	Profession	DEXTER SENIOR CITIZENS CENTER OCTOBER 2009 RENT	0		10/19/2009	50.00
Total Downtown Public Works								165.00
Dept: Engineering								
		101-447.000-830.000	Engineerin	MIDWESTERN CONSULTING PROFESSIONAL SERVICES	0	3088A-68	10/19/2009	500.50
		101-447.000-830.000	Engineerin	ORCHARD, HILTYZ & MCCLIMENT INC OCTOBER INVOICES	0		10/19/2009	300.00
Total Engineering								800.50
Dept: Parks & Recreation								
		101-751.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COV. PERIOD 11/1/09-11/30/09	0	92820002319	10/19/2009	132.73
		101-751.000-722.000	Life & Dis	GDALETO, RAMSBY & ASSOCIATES BILLING PERIOD 11/1-12/1/09	0		10/19/2009	6.26
		101-751.000-731.000	Landscape	AMERICAN SPRINKLER MOVE LIGHT TIMER-FOREST ST.	0	11624	10/19/2009	75.00
		101-751.000-740.000	Operating	DIUBLE EQUIPMENT INCORPORATED BLADE SET	0	69374	10/19/2009	91.00
Total Parks & Recreation								304.99
Dept: Insurance & Bonds								
		101-851.000-721.001	Retiree He	BLUE CARE NETWORK OF MICHIGAN COV. PERIOD 11/1/09-11/30/09	0	92820002319	10/19/2009	2,302.67
Total Insurance & Bonds								2,302.67
Fund Total								20,970.62
Fund: Major Streets Fund								
Dept: Contracted Road Construction								
		202-451.000-974.000	CIP Capita	ORCHARD, HILTYZ & MCCLIMENT INC OCTOBER INVOICES	0		10/19/2009	2,592.25
Total Contracted Road Construction								2,592.25
Dept: Routine Maintenance								
		202-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COV. PERIOD 11/1/09-11/30/09	0	92820002319	10/19/2009	690.17
		202-463.000-722.000	Life & Dis	GDALETO, RAMSBY & ASSOCIATES BILLING PERIOD 11/1-12/1/09	0		10/19/2009	32.55
Total Routine Maintenance								722.72
Dept: Traffic Services								
		202-474.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COV. PERIOD 11/1/09-11/30/09	0	92820002319	10/19/2009	212.36

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check Number	Invoice Number	Due Date	Amount
			Abbrev	Invoice Description				
Fund: Major Streets Fund								
Dept: Traffic Services								
		202-474.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 11/1-12/1/09	0		10/19/2009	10.02

Total Traffic Services								222.38
Dept: Winter Maintenance								
		202-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COV. PERIOD 11/1/09-11/30/09	0	92820002319	10/19/2009	424.72
		202-478.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 11/1-12/1/09	0		10/19/2009	20.03
		202-478.000-740.000	Operating	DETROIT SALT COMPANY ROCK SALT	0	12911	10/19/2009	6,555.62

Total Winter Maintenance								7,000.37

Fund Total								10,537.72
Fund: Local Streets Fund								
Dept: Contracted Road Construction								
		203-451.000-803.000	Contracted	ETNA SUPPLY CO ADS INJ MOLD, HI-Q, FREIGHT	0	1720628	10/19/2009	234.46
		203-451.000-803.000	Contracted	LOWE'S BUSINESS ACCOUNT SUPPLIES	0	2337 & 2352	10/19/2009	110.79
		203-451.000-970.000	Capital Im	ORCHARD, HILTZ & MCCLIMENT INC OCTOBER INVOICES	0		10/19/2009	3,128.75

Total Contracted Road Construction								3,474.00
Dept: Routine Maintenance								
		203-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COV. PERIOD 11/1/09-11/30/09	0	92820002319	10/19/2009	212.36
		203-463.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 11/1-12/1/09	0		10/19/2009	10.02
		203-463.000-803.002	Pavement M	ORCHARD, HILTZ & MCCLIMENT INC OCTOBER INVOICES	0		10/19/2009	2,447.50

Total Routine Maintenance								2,669.88
Dept: Traffic Services								
		203-474.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COV. PERIOD 11/1/09-11/30/09	0	92820002319	10/19/2009	53.09
		203-474.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 11/1-12/1/09	0		10/19/2009	2.50

Total Traffic Services								55.59
Dept: Winter Maintenance								
		203-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COV. PERIOD 11/1/09-11/30/09	0	92820002319	10/19/2009	106.18
		203-478.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 11/1-12/1/09	0		10/19/2009	5.01

Total Winter Maintenance								111.19

Fund Total								6,310.66
Fund: Equipment Replacement Fund								
Dept: Department of Public Works								
		402-441.000-939.000	Vehicle Ma	BRIDGEWATER TIRE COMPANY, INC. REPAIR TRAILER	0	51658	10/19/2009	20.00

Total Department of Public Works								20.00

Fund Total								20.00
Fund: Sewer Enterprise Fund								
Dept: Sewer Utilities Department								
		590-548.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN COV. PERIOD 11/1/09-11/30/09	0	92820002319	10/19/2009	4,896.34
		590-548.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES BILLING PERIOD 11/1-12/1/09	0		10/19/2009	120.53
		590-548.000-740.000	Operating	S.F. STRONG SUPPLIES	0	171742-00	10/19/2009	177.48
		590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION CHEMICALS	0	423174	10/19/2009	2,344.50

INVOICE APPROVAL LIST BY FUND

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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: Sewer Enterprise Fund								
Dept: Sewer Utilities Department								
590-548.000-742.000	Chem Plant		ALEXANDER CHEMICAL CORPORATION	0		10/19/2009	-295.00	
			DEPOSIT FEE REFUND		423175			
590-548.000-743.000	Chem Lab		NORTH CENTRAL LABORATORIES	0		10/19/2009	118.88	
			SUPPLIES		259825			
590-548.000-802.000	Profession		COACHS CATASTROPHE CLEANING	0		10/19/2009	514.30	
			EDISON CLEANING		27541			
590-548.000-920.000	Utilities		DTE ENERGY	0		10/19/2009	918.00	
			SEPTEMBER BILLS					
590-548.000-920.001	Telephones		AT&T	0		10/19/2009	42.40	
			734 424-1425 243 0					
590-548.000-920.001	Telephones		NEXTEL COMMUNICATIONS	0		10/19/2009	107.18	
			SEPT STATEMENT					
590-548.000-937.000	Equip Main		GRAINGER	0		10/19/2009	243.00	
			MOTOR		9088112884			
590-548.000-937.000	Equip Main		GRAINGER	0		10/19/2009	168.30	
			BALL VALVE		9088333845			
590-548.000-937.000	Equip Main		GRAINGER	0		10/19/2009	112.91	
			PUMP		9090513863			
590-548.000-937.000	Equip Main		GRAINGER	0		10/19/2009	904.50	
			SEAL BEARING ASSEMBLY		9092929026			
590-548.000-977.000	Equipment		BEST BLOCK COMPANY	0		10/19/2009	126.00	
			2' MANHOLE BLOCK		452345-IN			
			Total Sewer Utilities Department					10,499.32
Dept: Capital Improvements CIP								
590-901.000-974.000	CIP Capita		ORCHARD, HILTZ & MCCLIMENT INC	0		10/19/2009	8,518.50	
			OCTOBER INVOICES					
			Total Capital Improvements CIP					8,518.50
			Fund Total					19,017.82
Fund: Water Enterprise Fund								
Dept: Water Utilities Department								
591-556.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		10/19/2009	1,224.08	
			COV. PERIOD 11/1/09-11/30/09		92820002319			
591-556.000-722.000	Life & Dis		GADALETO, RAMSBY & ASSOCIATES	0		10/19/2009	80.36	
			BILLING PERIOD 11/1-12/1/09					
591-556.000-740.000	Operating		CHAMPION WATER TREATMENT	0		10/19/2009	17.00	
			4 5-GAL WATERS WWTP		44624			
591-556.000-751.000	Gasoline &		CORRIGAN OIL COMPANY	0		10/19/2009	677.66	
			GAS		5366246-2			
591-556.000-920.000	Utilities		DTE ENERGY	0		10/19/2009	644.00	
			SEPTEMBER BILLS					
591-556.000-920.001	Telephones		NEXTEL COMMUNICATIONS	0		10/19/2009	80.39	
			SEPT STATEMENT					
			Total Water Utilities Department					2,723.49
Dept: Capital Improvements CIP								
591-901.000-974.000	CIP Capita		ORCHARD, HILTZ & MCCLIMENT INC	0		10/19/2009	29,829.80	
			OCTOBER INVOICES					
591-901.000-974.000	CIP Capita		WASHTENAW COUNTY SOIL EROSION	0		10/19/2009	195.00	
			SESC PERMIT					
591-901.000-974.000	CIP Capita		WASHTENAW COUNTY ROAD	0		10/19/2009	200.00	
			ROW PERMIT REVIEW					
591-901.000-974.000	CIP Capita		ASTI ENVIRONMENTAL SERVICES	0		10/19/2009	576.00	
			PROFESSIONAL SERVICES		18057			
			Total Capital Improvements CIP					30,800.80
			Fund Total					33,524.29
Fund: Trust & Agency Fund								
Dept: Assets, Liabilities & Revenue								
701-000.000-253.055	Berry & As		ORCHARD, HILTZ & MCCLIMENT INC	0		10/19/2009	143.00	
			OCTOBER INVOICES					
701-000.000-253.056	Dexter Pha		ORCHARD, HILTZ & MCCLIMENT INC	0		10/19/2009	428.00	
			OCTOBER INVOICES					
			Total Assets, Liabilities & Revenue					571.00

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

 Fund
 Department GL Number Vendor Name Check Invoice Due
 Account Abbrev Invoice Description Number Number Date Amount

Fund: Trust & Agency Fund

Fund Total	571.00
Grand Total	90,952.11

Memo

To: Dexter Village Council
From: Rich Henes, Cornerstone Design Inc
Date: 10/21/2009
Re: Elevator/Stair/Restrooms - Fire Station

I apologize for not attending the last council meeting. A misunderstanding led to my absence. You must believe there is absolutely no good reason for me to intentionally miss a meeting for a project in which I have a great interest, a major time investment, and a personal and financial stake. I really do look forward to being invited to your meetings. In the future, I will make sure that I communicate better with the village staff. I hope the council's consternation "reported" by the Leader was exaggerated. If not, then double my apology.

Progress to date:

A Structural Engineer (SDI) has been contacted and has given our design concept an endorsement. He will require soil information and a final building footprint before he can proceed with footing and tower design.

The project documentation that that has been prepared to date has been given to the Electrical Engineer (Neil Adams). He is already aware of some of the existing conditions that we will have to consider, such as the power and communications wiring that run along the stairs and down the side of the building at the new tower location, the generator wiring that will also need to be relocated, and antennae tower grounding.

We have briefly discussed the status of the fire department antennae with the fire department (Chief Yates and Mike Grissom). Our (CDI) goal is to consolidate the antennae to a single tower and locate it where it won't conflict with any of the possible, future building projects.

While at the fire department yesterday afternoon, some fire fighters asked questions about this elevator project that is to be attached to their building, so I attended their association meeting last night to brief them on what we were

Dexter Village Council
10-21-09
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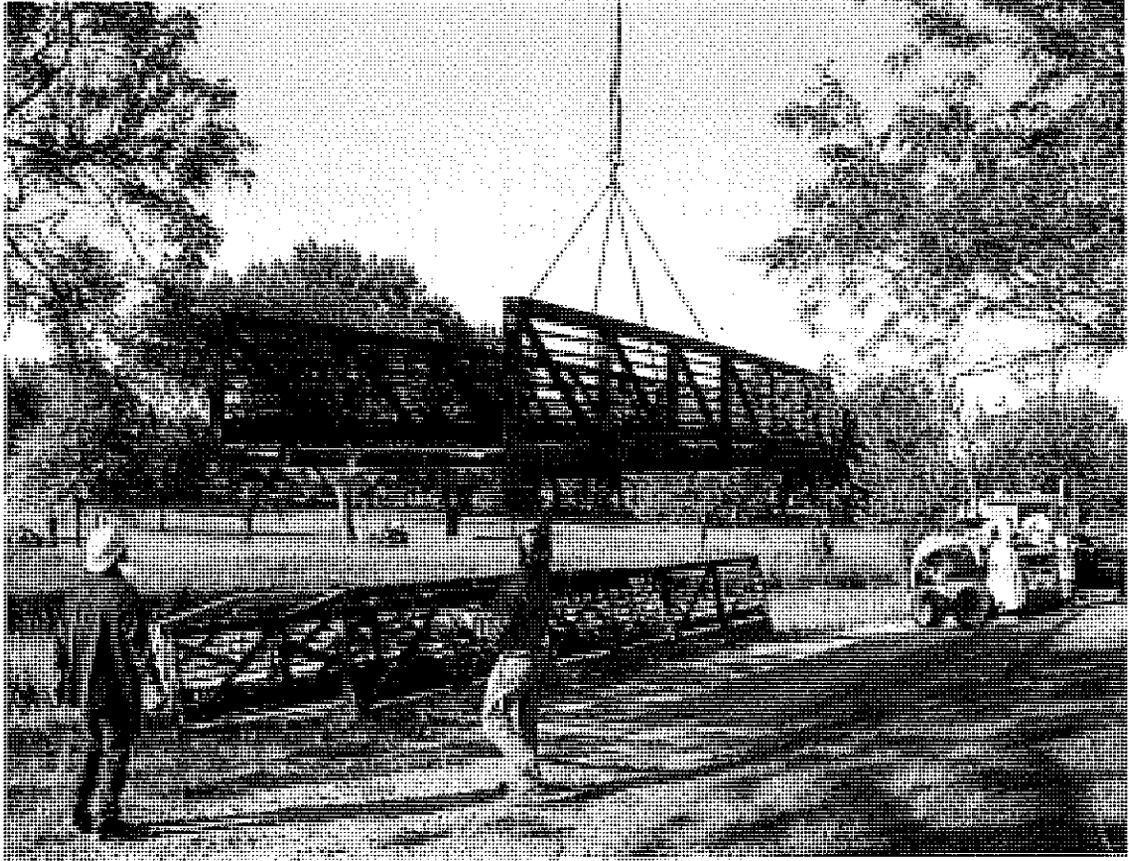
doing and to get their input on how they thought the new tower could impact their future plans.

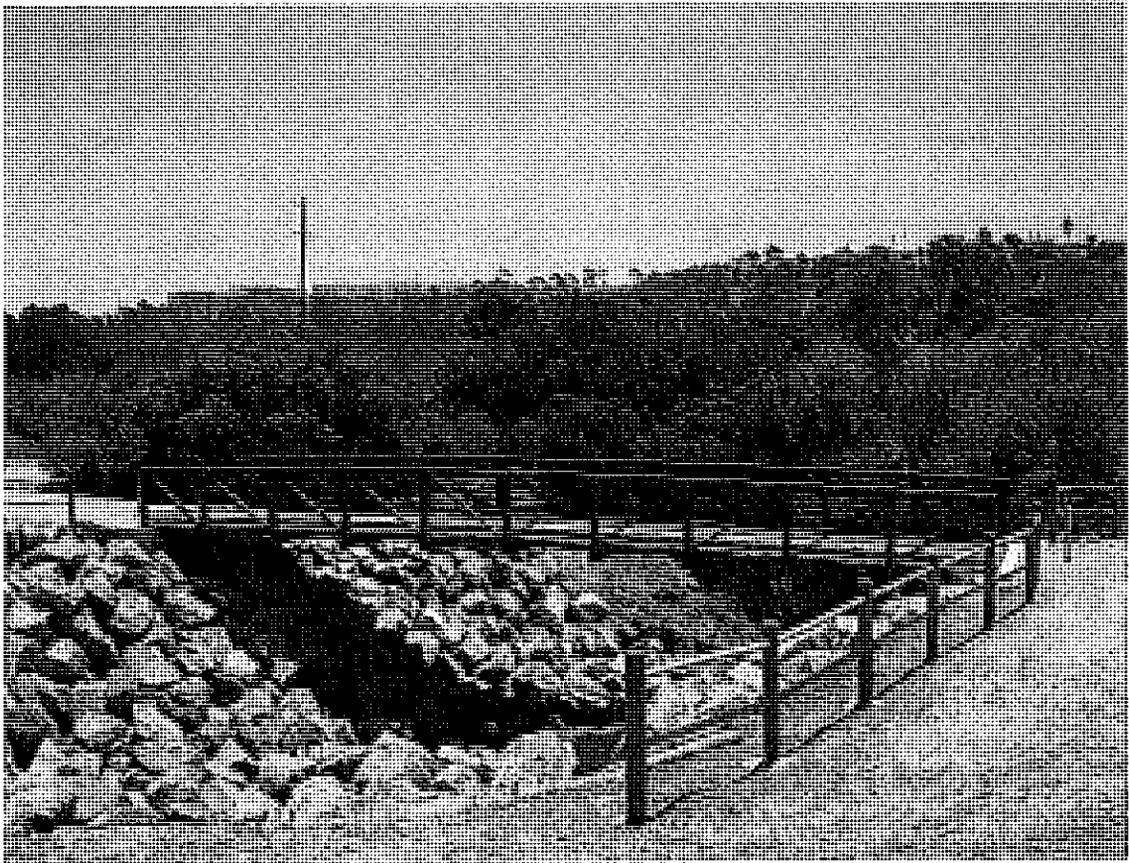
A prefabricated bridge company has provided a quote (\$23K) for an aluminum pedestrian bridge. It's a delivered price. Footings and connections to the building will push the cost up to the \$30K estimated.

ThyssenKrupp Elevator Company is reviewing the project details and will be giving us a budget amount. They will be meeting with us next Tuesday to brainstorm options. There are various difficulties to resolve regarding the existing floor levels. We might need to add a second door to the elevator cab to allow access to floors that are less than eight feet, six inches apart. We are trying to avoid this.

End of Memo







7 October 2009

Donna Dettling
Village Manager
Village of Dexter
8123 Main Street
Dexter, MI 48130

Re: 8140 Main Street-Elevator Addition

Dear Ms. Dettling:

The following is a commentary on our *Dexter Village Offices - Relocation Options* presented at the 9-28-09 council meeting and a response to President Keough's questions sent to us after the meeting. During that meeting the council approved preparation of construction documents for the elevator tower (one part of the presentation). Be aware that the elevator tower estimate was not for a stand alone project. It was considered a part of each of the other options. Some of the non-construction costs required to carry out the work were rolled into a larger project. This does not imply that the elevator tower cannot be built for the \$375,000 as was estimated; it just means that among the many assumptions made to determine the project costs that some adjustments may have to be made to allow us to hit that target.

Responses to President Keough's questions:

1. The attached estimate for probable cost of construction provides a breakdown of major construction trades. Each line item may include several minor trades within its category. In other words, "Doors" includes doors, frames, hardware, etc.
2. The attached sketch shows the massing of the structure. Materials are not identified. Door and window sizes and locations are shown to provide a basis for the estimate. There is one door and a vertical strip of windows on the rear (facing the creek, not shown).
3. Sidewalk improvements along Alpine Street have not been included in the estimate. The space between the two parallel parking spaces along the west side of Alpine at Main and the adjacent downhill slope is too narrow for a sidewalk. The apparent solution involves replacing the two parking spaces with a sidewalk connecting with the Farmer's Market walk and the Alpine/Main intersection. See attached drawing.

A R C H I T E C T S

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Donna Dettling

10/7/2009

p. 2.

4. The original estimate includes an elevator with four stops: the park level, mezzanine, the Alpine Street level, and the roof level. Stops at the fire department main entry and living quarters are possible. Each stop costs about \$8,000. The roof stop is designed into the project but access to the roof (doorway) requires determination of a future fourth floor elevation, so the door is not included. Access to the fire department living quarters and the mezzanine may complicate the elevator by being too close to adjacent levels and therefore requiring a second cab door.
5. The elevator tower, as estimated, has no direct connection to the fire department. Fire personnel must travel outside to access the elevator tower. Connection to the fire department from the elevator lobby would require giving up interior living space: rearranging the existing kitchen layout (down) and living room (up) to make way for a passageway.
6. Soil borings have not been included in our elevator estimate. In the "Relocation Options" presented to council, costs for testing, which are typically the Owner's responsibility, were to be part of a combined elevator and building project. The costs for borings and a geotechnical report for a project this size should be around \$2,500.

To enable us to estimate the costs of the elevator tower, we made many assumptions on building use, materials, appearance, durability, sustainability, acceptability, etc. Some of these assumptions were derived from village councilperson's comments; some were from our experience. We now need to have council's input to assure that we are all on the same page. In addition to issues that we haven't uncovered yet, the following will need to be considered:

1. How do users get from downtown to the elevator bridge?
2. Has there ever been a plan for extending the Farmer's Market sidewalk to Main Street?
3. Is there concern regarding the appearance of the tower above the fire station? See attached sketches.
4. Are there concerns regarding the visual features of the tower/fire station grouping?
5. Security in and outside the tower and restrooms?
6. Should the elevator and stair have windows to allow for visibility inside out and outside in?
7. Are there hidden site constraints?
8. Permits?

Donna Dettling

10/7/2009

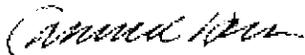
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9. Available electrical power?
10. Materials? Green building?
11. Size of elevator cab? Elevator lobby? Number of stops?
12. Level of vandal resistance?
13. Are the facilities to be conditioned (A/C and heat)?
14. Other uses for tower?
15. Restroom size? Maintenance? Security? Access?
16. Park connection?
17. Potential number of users?

More questions will be generated by discussion of this list. A meeting should be held as soon as possible to keep this project moving along. Let me know the availability of those interested parties.

Call if you have any concerns or comments.

Sincerely,



Richard L. Henes, AIA

Enclosures



Village of Dexter
Elevator Addition 10/7/2009

Excavation:	5,500
Concrete footings:	9,800
Concrete masonry walls:	92,800
Site concrete:	25,000
Bridge:	32,000
Roof:	21,350
Stairs:	23,700
Landings:	4,750
Railings:	11,500
Glazing:	14,400
Doors:	12,200
Elevator (Stops at park, Alpine St., and Roof):	78,000
Restrooms (DPW level):	40,000
Mech/Elect for Restrooms:	4,000
Total	375,000

Estimate of probable cost based on preliminary design concept to provide barrier-free access to Warrior Creek Park from Alpine Street. No Stormwater management, permits or fees.

October 7, 2009

Donna Dettling
Village Manager
Village of Dexter
8123 Main Street
Dexter, MI 48130

Re: Elevator/Stair/Restroom Tower

Dear Ms. Dettling:

It was a pleasure to take part in the Elevator/Stair/Restroom Tower (ESR) discussions held by the village council on 9-28-09. We sincerely appreciate being selected to prepare construction documents for this project.

The project is to provide an accessible route from downtown Dexter to Warrior Creek Park. As decreed by the village council, this route will consist of a foot bridge from Alpine Street to the northeast corner of the fire station at 8140 Main Street; an elevator connected to that corner of the fire station; a stair from street level to park level; and public restrooms at the park level. Details of this work are as follows:

- The bridge will be open-air and wide enough for opposing wheelchair traffic.
- The elevator will extend from the park level to the existing roof. It will be barrier-free and may have two doors in the cab, if required, for exiting/entering from two different sides to allow access to each floor in the existing building. It will be unconditioned (no heat or A/C) and as vandal proof as possible. Our goal, budget permitting, would be to include a narrow vertical strip of windows in the tower and an aligned window in the cab to allow natural light in and allow a view into and from the cab.
- The enclosed stair would run alongside of the elevator and provide access to each elevator stop.
- Restrooms will be provided for each sex with two water closets (urinal and water closet in the Men's Room) and two lavatories in each.

Our proposal is based upon providing the following services:

1. Preliminary work:
 - a) Assist you in obtaining a soils report by a qualified geotechnical engineering firm, including test borings, historical conditions, past uses of the site, and past and present soils conditions, and making recommendations for projected bearing capacity, footing design, and design of planned concrete and future asphalt paving.

A R C H I T E C T S

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Donna Dettling
10/7/2009
p. 2.

- b) Confirm existing as-built site and building conditions with drawings provided by the village.
 - c) Prepare a preliminary building design to confirm your general design direction.
2. **Site Planning:** None
3. **Architectural Design and Documentation:**
- a) Design architectural, structural, mechanical, and electrical systems as required to perform the work.
 - b) Prepare construction drawings and specifications for use during bidding and construction, and to obtain a building permit.
4. **Bidding and Negotiation:**
- a) Coordination of bidding and negotiation for each phase, including distribution of documents, interpretation of contract documents, issuance of addenda as required, and assistance in negotiating a contract for construction.
5. **Contract Administration:**
- a) Our base proposal includes periodic site visits (approximately once a week, as appropriate for the progress of construction) in order to assess the contractor's progress and conformance to the documents. We would prepare a report of each visit for the village.
 - b) We would review all payment requests, change orders, schedules, and submittals, and prepare recommendations for the village.
 - c) We will make recommendations for testing laboratory services to be obtained by the village during construction.
 - d) We will prepare and oversee execution of a punch list, and coordinate the Contractor's final submittal of warranties, as-builts, record drawings, maintenance instructions, etc.
 - e) The proposal is based on a construction period of four months; if actual work takes longer, our fee would be adjusted appropriately.

The following work is specifically excluded from our proposal:

- *Zoning changes or variances:* if required, these will be handled as additional services.
- *Existing building modifications:* Other than utility tie-ins, no work is required within or to the structure of the existing building.
- *Permits and application fees:* These costs will be the responsibility of the village.

We propose to provide services as outlined above for the fee of \$32,000. Consultants' fees as described in this proposal are included in this fee, except as noted in the exclusions

Donna Dettling
10/7/2009
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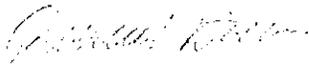
above. The fee will be billed monthly based on an estimated percentage of completion. Expenses for printing and copying are in addition to this fee and will be billed in accordance with the enclosed Standard Policies, which are incorporated in this agreement by reference. Payments are due within 30 days, and we reserve the right to stop work on any project for which payment is overdue.

Should the project be canceled, we would bill hourly for the work completed to date.

If this proposal is acceptable to you, please sign below and return a copy of this proposal to us. Please call if you have questions or comments on this proposal. Thank you, Donna, for considering Cornerstone Design for this project; as always, we look forward to working with you.

Sincerely,

Accepted:



Richard L. Henes, AIA
President

Donna Dettling

Date

Enclosures

CORNERSTONE DESIGN INC DESIGN SERVICES
2009 STANDARD POLICIES

1. **Rate Schedule:**

Richard Henes	\$115 per hour
David Esau	\$107 per hour
Project Architect	\$102 per hour
Architect	\$94 per hour
Intern Architect	\$78 per hour
Draftsperson	\$63 per hour
Secretarial	\$37 per hour (when attributable to a project).

- 1.1. When required by the Client's schedule, overtime for Intern Architects, Draftspeople, and Secretarial staff will be billed at 1-1/2 times the listed rate. This will not apply without advance approval by the Client.
- 1.2. Future changes in hourly rates will not affect projects covered by a fixed fee or guaranteed maximum contract.
- 1.3. Rates (and fees in proposals) do not include sales taxes on services. If such taxes are imposed by the state or a local municipality, they will be added on to each invoice.

2. **Expenses:**

- 2.1. *Proposals:* Proposals will note what expenses are in addition to the estimated fee. Unless specifically noted in the proposal, consultants' fees are included in the estimated fee.
- 2.2. *Outside consultants:* Clients with time and materials agreements will be charged actual costs plus 10% for outside consultants required to complete a project.
- 2.3. *Auto mileage:* Charged at the current IRS-approved rate per mile for trips outside of Washtenaw County.
- 2.4. *Printing and copying:* Prints over 11x17 will be charged at a rate of \$3.50 per print for in-house printing and copying; printing and copying work done outside the office will be charged at cost. Progress plots for CAD projects will be charged as in-house prints. Color plots for presentation will be charged at \$10.00 each.
- 2.5. *Other direct expenses:* Travel and subsistence for out-of-town field work, and express shipping (FedEx, etc.) will be charged at cost plus 10%.

3. **Proposals:**

- 3.1. *Estimates:* Estimates of fees are available upon request. Proposals are valid for 30 days from the date of the proposal.
- 3.2. *Exclusions:* Proposals do not, unless noted otherwise, include costs for services to address the following:
 - 3.2.1. Variances.
 - 3.2.2. Design or redesign of fire suppression systems or septic systems.
 - 3.2.3. Costs incurred by discovery of possible wetlands or floodplains.
 - 3.2.4. Natural features requiring submissions to the Michigan Department of Environmental Quality.
 - 3.2.5. Natural features covered by the City of Ann Arbor natural features requirements.
 - 3.2.6. Presentation-quality drawings or models.
 - 3.2.7. Concealed conditions that are not apparent through visual review without removal of finishes or structures.
 - 3.2.8. Client changes to approved designs, or changes to the scope identified in the proposal.

Additional costs incurred for the above exclusions will be billed as an additional service or may be contracted for separately by the Client. We will notify a client in advance of proceeding with this work.

- 3.3. *Construction contracting*: Proposals for design and construction-phase services, and opinions of probable cost, are based on the assumption that the Client will hire a competent and experienced (and licensed, where required by law) General Contractor to manage the construction project. The General Contractor will sign a fixed or guaranteed maximum price contract similar to American Institute of Architects standard agreements for construction, and the architect's construction-phase services will be similar to those anticipated in those AIA agreements. For projects where the Client serves as the General Contractor, and hires individual subcontractors and/or performs the work, the Architect's construction-phase services shall be performed on an hourly basis as requested by the Client.
4. **Billing:**
 - 4.1. Fees and expenses will be billed at the conclusion of the project or at the end of each month, whichever comes first. Additional services (such as for the exclusions above) will be broken out separately. Outstanding balances must be paid within 30 days.
 - 4.2. Overdue balances will incur service charges at a rate of 1-1/2% per month until the balance is paid. Payment thereafter shall first be applied to accrued service charges and then to the unpaid principal. No work will be performed on projects or for Clients with overdue balances.
 - 4.3. The Client is responsible for all costs incurred in collecting overdue balances.
 - 4.4. For rush jobs, the entire outstanding balance must be paid before documents are released for permit submissions or bidding. The Client will be informed in advance if this will apply.
5. **Client costs**: When required for the successful completion of the project, the Client will be responsible for supplying surveys, environmental testing (such as wetlands or hazardous materials investigations), traffic studies, soil investigations, and construction testing services. We can advise you on obtaining these services. Unless soil investigations are available prior to developing proposals, all proposals are based on the assumption that footings will be standard shallow spread footings to frost depth. The Architect and Architect's consultants shall have no responsibility for identification or removal of hazardous or suspected hazardous materials or inolds. Clients will also be responsible for paying application fees for government approvals, and for providing legal, accounting, and insurance counseling services related to the project. In the event the Architect pays any client costs, they will be included as an expense on the next invoice, plus a 10% surcharge.
6. **Retainer**: For any projects with fees over \$2,000, a retainer in the amount of 10% of the fee will be required before work proceeds. Where work is to be performed on an hourly basis, a retainer of \$500 will be required. The retainer amount will be applied against the third or the final invoice, whichever comes first.
7. **Minimum charge**: Projects requiring sealed construction documents for permits are subject to a minimum charge of \$800.
8. **Use of Documents**: All drawings and designs prepared by the Architect or the Architect's consultants are copyrighted by the Architect and/or the consultants, and shall remain the property of the Architect or the respective consultants unless otherwise agreed in writing. The Client may use and reproduce the Architect's drawings and CAD files as reference material for subsequent projects at that site, or for facility management purposes, but may not--without approval of the Architect and payment of agreed fees--use or reproduce the Architect's drawings or files for purposes of constructing the Work at other locations. Due to changes during design and construction, accuracy of drawings and CAD files cannot be guaranteed. By using the drawings and CAD files, the Client

agrees to indemnify the Architect for any costs resulting from unauthorized use or changes to the original documents.

9. Limitations of Liability:

9.1. On projects for which Cornerstone Design is not retained to provide full standard Construction Administration services, the Client agrees - to the maximum extent permitted by law - to limit the Architect's liability for the Client's damages to the fees paid to the Architect for the project. Outstanding invoices shall not be considered to be part of the Architect's fees for purposes of this paragraph until paid in full. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. "Architect's liability," for purposes of this paragraph, shall include liability assigned to the firm, any of its officers and employees individually, and/or any subconsultants hired to provide services on this project. Standard Construction Administration services shall include review of shop drawings and other required submittals, review of pay requests, periodic site visits (at least monthly), attendance at job site meetings when conducted, and preparation of punch lists of work to be completed at substantial completion.

9.2. Client agrees to indemnify and hold harmless Cornerstone Design Inc, its officers, employees, and/or any subconsultants from liability, including to third parties, resulting from changes made to the architect's designs during construction without the advance knowledge of the architect. This shall include variations made by the general contractor and/or its subcontractors, with or without the Client's knowledge.

10. Miscellaneous:

10.1. *Construction Means and Methods:* Client understands and agrees that the Architect is not responsible for construction means, methods, techniques, sequences, procedures, or safety precautions. These items are solely the responsibility of the Construction Contractor.

10.2. *Disputes:* Disputes under this contract shall be governed by the laws of the state of Michigan. The Client and Architect agree to undergo mediation of any dispute under a mutually agreeable mediator; if a settlement cannot be reached by mediation, the dispute shall be determined by mandatory arbitration in accordance with the rules of the American Arbitration Association.

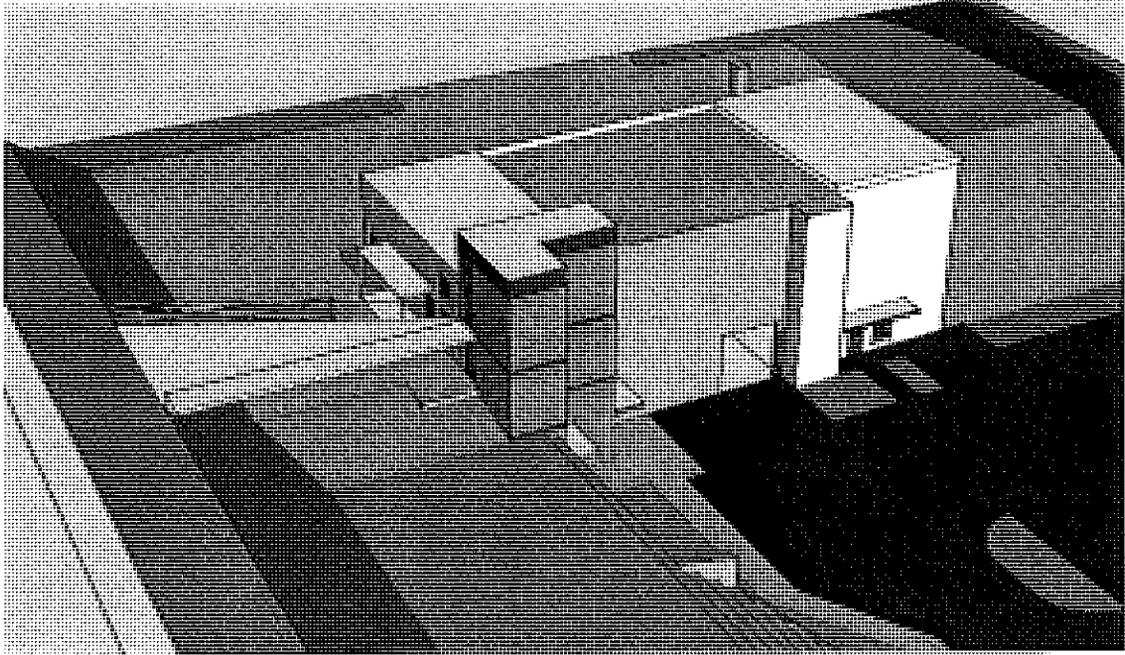
10.3. *Insurance:* The Architect maintains worker's compensation insurance and general liability insurance, and shall provide certificates to the Owner upon request.

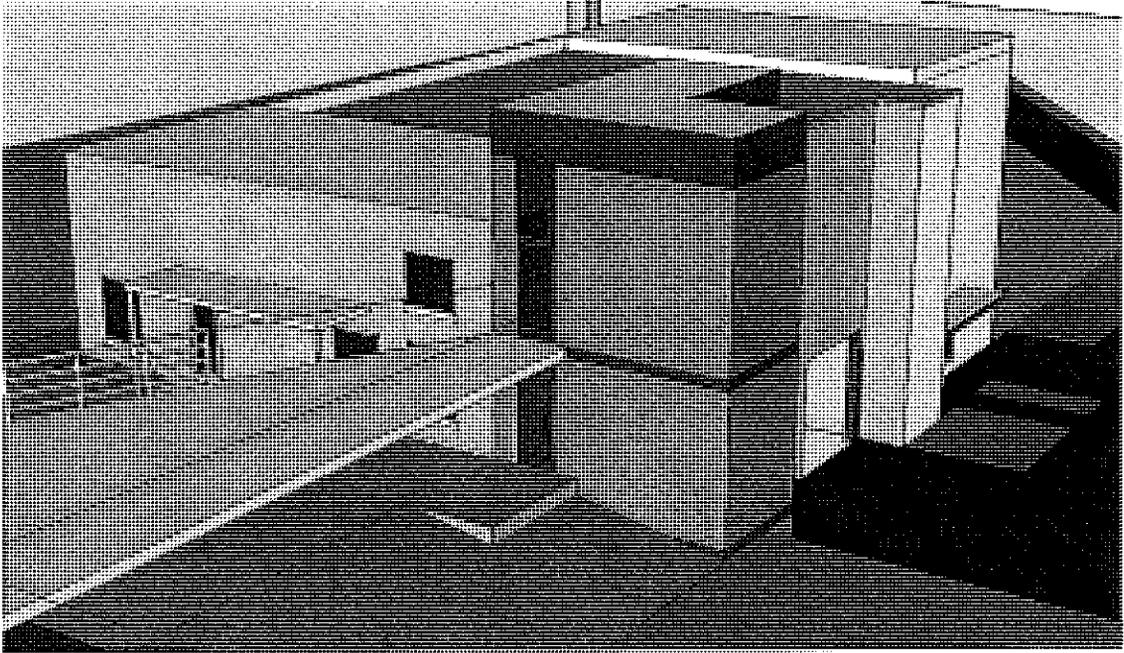
10.4. *Termination:* This contract can be terminated by either party with seven calendar days notice. In the event of termination by Client, the Architect shall be compensated for services to date. Upon payment in full, the Architect will release copies of drawings and CAD files to the Client for his or her subsequent use; the Client recognizes that partially completed documents (resulting from early termination) are more likely to contain errors and inadequate coordination, and agrees to indemnify the Architect against all claims related to use of those documents by others. In the event of termination and resumption, or suspension for thirty calendar days or more, all fee proposals shall be subject to renegotiation.

10.5. *Consequential Damages:* Architect and Client waive all claims of consequential damage against each other that may result from this project.

11. **Modifications:** Policies included herein shall be considered to be superseded by policies agreed to in contracts for a particular project. Cornerstone Design reserves the right to modify policies at any time, except that revised policies will not take effect during the course of a project without the agreement of the Client.

12. **Effective date:** January 1, 2009.





VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: October 21, 2009
Re: Industrial Development District

On October 14, 2009 the Village received notification that Webster Township was holding a public hearing to consider an Industrial Facilities Tax Exemption for Dexter Research located at 7300 Huron River Drive. The receipt of this notice raised a question about Webster Township's ability to create an Industrial Development District within the Village. After reviewing the law it was determined that a Township cannot create an Industrial Development District within a Village. A copy of the Village's correspondence to Webster Township and the relevant Michigan Compiled Law citation are included for your review.

The property owner, Dexter Investment Associates, Inc was notified of this and has submitted a request to the Village that a district be created on this parcel. The procedure for creating a district requires that a public hearing be held. A copy of the letter from the property owner requesting the establishment of the District, the proposed public hearing notice for November 23, 2009 and draft resolution to create the District is attached.

If Council decides to establish the District, Dexter Research can then file an application for an Industrial Facilities Tax Exemption for their \$1,600,000 expansion that is expected to create 25 jobs. This tax exemption qualifies as a "local match" towards Dexter Research's Michigan Economic Growth Authority (MEGA) tax credit requirements. Included for your information is an information sheet on the MEGA qualifications.

During our economic development meetings with business in the Second Street Industrial Corridor, Adair Printing and Elastizell also expressed an interest in creating Industrial Development Districts on their parcels. If Council would like to move forward with considering these Districts also, the public hearings for all three could be held at the same time.



VILLAGE OF DEXTER

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

Village Council

Shawn Keough
President

Ray Tell
President Pro-Tem

Jim Carson
Councilperson

Paul Cousins
Councilperson

Donna Fisher
Councilperson

Joe Semifero
Councilperson

James Smith
Councilperson

Administration

Donna Dettling
Manager

Carol Jones
Clerk

Marie Sherry, CPFA
Treasurer/Finance Director

Courtney Nicholls
Assistant Village Manager

Ed Lobdell
Public Services Superintendent

Allison Bishop, AICP
Community Development Manager

THE VILLAGE OF
DEXTER IS AN EQUAL
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villageofdexter.org

October 15, 2009

John Kingsley
Webster Township Supervisor
5665 Webster Church Road
Dexter, MI 48130

Dear Supervisor Kingsley:

The Village of Dexter is in receipt of a Notice of Public Hearing regarding a request for an Industrial Facilities Tax Exemption made by Dexter Research – 7300 Huron River Drive.

According to MCL 207.554(4)(6) an industrial development district established by a township shall be only within the incorporated territory of the township and shall not be within a village. As 7300 Huron River Drive is within the Village boundaries, it seems that the request to create the district should have been directed to the Village of Dexter.

Due to a scheduling conflict, Village Council and staff will not be able to be in attendance at the public hearing on October 20, 2009 and we wanted to bring this to your attention as quickly as possible. If our understanding of this section of the law is in error please let us know.

Sincerely,

Courtney Nicholls
Assistant Village Manager

Cc: Mary Heller, Township Clerk

PLANT REHABILITATION AND INDUSTRIAL DEVELOPMENT DISTRICTS (EXCERPT)

Act 198 of 1974

207.554 Plant rehabilitation district or industrial development district; establishment; number of parcels; filing; notice; hearing; finding and determination; district established by township; industrial property as part of industrial development district or plant rehabilitation district also part of tax increment district; termination; notice.

Sec. 4. (1) A local governmental unit, by resolution of its legislative body, may establish plant rehabilitation districts and industrial development districts that consist of 1 or more parcels or tracts of land or a portion of a parcel or tract of land.

(2) The legislative body of a local governmental unit may establish a plant rehabilitation district or an industrial development district on its own initiative or upon a written request filed by the owner or owners of 75% of the state equalized value of the industrial property located within a proposed plant rehabilitation district or industrial development district. This request shall be filed with the clerk of the local governmental unit.

(3) Except as provided in section 9(2)(h), after December 31, 1983, a request for the establishment of a proposed plant rehabilitation district or industrial development district shall be filed only in connection with a proposed replacement facility or new facility, the construction, acquisition, alteration, or installation of or for which has not commenced at the time of the filing of the request. The legislative body of a local governmental unit shall not establish a plant rehabilitation district or an industrial development district pursuant to subsection (2) if it finds that the request for the district was filed after the commencement of construction, alteration, or installation of, or of an acquisition related to, the proposed replacement facility or new facility. This subsection shall not apply to a speculative building.

(4) Before adopting a resolution establishing a plant rehabilitation district or industrial development district, the legislative body shall give written notice by certified mail to the owners of all real property within the proposed plant rehabilitation district or industrial development district and shall hold a public hearing on the establishment of the plant rehabilitation district or industrial development district at which those owners and other residents or taxpayers of the local governmental unit shall have a right to appear and be heard.

(5) The legislative body of the local governmental unit, in its resolution establishing a plant rehabilitation district, shall set forth a finding and determination that property comprising not less than 50% of the state equalized valuation of the industrial property within the district is obsolete.

(6) A plant rehabilitation district or industrial development district established by a township shall be only within the unincorporated territory of the township and shall not be within a village.

(7) Industrial property that is part of an industrial development district or a plant rehabilitation district may also be part of a tax increment district established under the tax increment finance authority act, 1980 PA 450, MCL 125.1801 to 125.1830.

(8) A local governmental unit, by resolution of its legislative body, may terminate a plant rehabilitation district or an industrial development district, if there are no industrial facilities exemption certificates in effect in the plant rehabilitation district or the industrial development district on the date of the resolution to terminate.

(9) Before acting on a proposed resolution terminating a plant rehabilitation district or an industrial development district, the local governmental unit shall give at least 14 days' written notice by certified mail to the owners of all real property within the plant rehabilitation district or industrial development district as determined by the tax records in the office of the assessor or the treasurer of the local tax collecting unit in which the property is located and shall hold a public hearing on the termination of the plant rehabilitation district or industrial development district at which those owners and other residents or taxpayers of the local governmental unit, or others, shall have a right to appear and be heard.

History: 1974, Act 198, Imd. Eff. July 9, 1974;—Am. 1980, Act 449, Imd. Eff. Jan. 15, 1981;—Am. 1982, Act 417, Imd. Eff. Dec. 28, 1982;—Am. 1993, Act 334, Eff. Apr. 1, 1994;—Am. 1994, Act 266, Eff. Imd. July 6, 1994;—Am. 1995, Act 218, Imd. Eff. Dec. 1, 1995;—Am. 1999, Act 140, Imd. Eff. Oct. 18, 1999;—Am. 2004, Act 437, Imd. Eff. Dec. 21, 2004.

Compiler's note: For transfer of powers and duties of department of commerce under Act 198 of 1974 to the chief executive officer of the Michigan jobs commission, see E.R.O. No. 1994-8, compiled at MCL 408.47 of the Michigan Compiled Laws.

Popular name: Act 198

October 15, 2009

Carol Jones, Clerk
Village of Dexter
8140 Main
Dexter, MI 48130

Dear Ms. Jones:

Dexter Investment Associates, Inc. respectfully requests that the Village of Dexter establish an Industrial Development District for our property located at 7300 Huron River Drive. The legal description is below.

Thank you.



Richard Lundy

Legal description of 7300 Huron River Drive

*OLD SID - CD 03-532-004-00 DV 1W-4 COM AT S 1/4 POST, TH N 46 DEG 26' W 560.29 FT, TH S 49 DEG 29' 30" W 583.99 FT, TH N 37 DEG 33' 40" W 8.26 FT, TH N 37 DEG 34' W 136.23 FT TO P.O.B., TH N 37 DEG 34' W 23.87 FT, TH NWLY 275.42 FT ALNG ARC OF CURVE--CHORD N 44 DEG 28' W 274.76 FT, THN 51 DEG 20' W 104.67 FT, TH NWLY 157.87 FT ALNG ARC OF CURVE--CHORD N 59 DEG 05'40" W 157.39 FT, TH N N 18 DEG 46' E 119.52 FT, THS 81 DEG 16' 30" E 375.10 FT, TH S 40 DEGE 301.54 FT, TH S 43 DEG 49' 30" W 258.40 FT TO P.O.B. SEC 32 T1S R5E 3.10 AC.

Village of Dexter
Notice of Public Hearing

The Dexter Village Council will hold a public hearing on Monday, November 23, 2009 at 7:30 p.m. at the Dexter Senior Center, 7720 Dexter Ann Arbor, Dexter, Michigan to hear public comment regarding the establishment of an Industrial Development District located at 7300 Huron River Drive described as follows:

*OLD SID - CD 03-532-004-00 DV 1W-4 COM AT S 1/4 POST, TH N 46 DEG 26' W 560.29 FT, TH S 49 DEG 29' 30" W 583.99 FT, TH N 37 DEG 33' 40" W 8.26 FT, TH N 37 DEG 34' W 136.23 FT TO P.O.B., TH N 37 DEG 34' W 23.87 FT, TH NWLY 275.42 FT ALNG ARC OF CURVE--CHORD N 44 DEG 28' W 274.76 FT, THN 51 DEG 20' W 104.67 FT, TH NWLY 157.87 FT ALNG ARC OF CURVE--CHORD N 59 DEG 05'40" W 157.39 FT, TH N N 18 DEG 46' E 119.52 FT, THS 81 DEG 16' 30" E 375.10 FT, TH S 40 DEGE 301.54 FT, TH S 43 DEG 49' 30" W 258.40 FT TO P.O.B. SEC 32 T1S R5E 3.10 AC.

A copy of the draft resolution establishing the district is available in the Village Offices at 8123 Main Street, Dexter, MI.

Donna Dettling
Village Manager

A RESOLUTION TO ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT FOR THE VILLAGE OF DEXTER

The following resolution was offered by member _____ and seconded by member _____.

WHEREAS, pursuant to Act No. 198 of the Public Acts of 1974, as amended, this Council has the authority to establish "Industrial Development Districts" within the Village of Dexter; and

WHEREAS, Richard Lundy of Dexter Investment Associates, Inc. has petitioned to Council to establish an Industrial Development District on property located in the Village of Dexter; and

WHEREAS, construction, acquisitions, alterations, or installation of proposed facility improvements had not commenced at the time of filing the request to establish the district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Dexter Leader; and

WHEREAS, on November 23, 2009 a public hearing was held at which all of the owners of real property within the proposed Industrial Development District and all residents and taxpayers of the Village of Dexter were afforded an opportunity to be heard thereon; and

WHEREAS, the Dexter Village Council deems it to be in the public interest of the Village of Dexter to establish the Industrial Development District as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Dexter, Washtenaw County and State of Michigan that:

7300 Huron River Drive described as follows:

*OLD SID - CD 03-532-004-00 DV 1W-4 COM AT S 1/4 POST, TH N 46 DEG 26' W 560.29 FT, TH S 49 DEG 29' 30" W 583.99 FT, TH N 37 DEG 33' 40" W 8.26 FT, TH N 37 DEG 34' W 136.23 FT TO P.O.B., TH N 37 DEG 34' W 23.87 FT, TH NWLY 275.42 FT ALNG ARC OF CURVE--CHORD N 44 DEG 28' W 274.76 FT, THN 51 DEG 20' W 104.67 FT, TH NWLY 157.87 FT ALNG ARC OF CURVE--CHORD N 59 DEG 05'40" W 157.39 FT, TH N N 18 DEG 46' E 119.52 FT, THS 81 DEG 16' 30" E 375.10 FT, TH S 40 DEGE 301.54 FT, TH S 43 DEG 49' 30" W 258.40 FT TO P.O.B. SEC 32 T1S R5E 3.10 AC.

be and here is established as an Industrial Development District pursuant to the provision of Act No. 198 of the Public Acts of 1974.

Ayes:

Nays:

MICHIGAN ECONOMIC GROWTH AUTHORITY HIGH-TECH AND HIGH-WAGE MEGA TAX CREDITS

The objectives of the High-Tech Michigan Economic Growth Authority (MEGA) program are to promote the development of high-tech businesses in both traditional and emerging industries by providing a tax credit against the Michigan Business Tax (MBT) and assist in the diversification of Michigan's economy. Businesses expanding or locating in Michigan that are primarily engaged in a 'high-technology activity'.



High-Technology MEGA Employment Tax Credits require that companies meet the definition of a 'High-Technology' company as defined under the law and as determined by the Michigan Economic Development CorporationSM (MEDC). Five new jobs must be created by the time the company collects the credit for the first year as determined by the MEGA, and 25 jobs must be created by the fifth year, along with the maintenance of the base employment. The following business activities that qualify under the statutory high-technology definition are as follows:

- Advanced computing used in the design and development of computer hardware and software, data communications, information technologies and film and digital media production
- Advanced materials
- Biotechnology
- Electronic device technology
- Engineering or laboratory testing related to the development of a product
- Technology that assists in the assessment or prevention of threats or damage to the environment
- Medical device technology
- Product research and development
- Advanced vehicles, which is technology involved in the research and development of electric, hybrid or alternative energy vehicles
- Tool and die manufacturing

- Digital media
- Music production
- Film and video

Under the MBT Act, the statute allows a qualified high-technology business to collect 200% of the sum of the payroll and health care benefits for the first three years of the credit, multiplied by the personal income tax rate. Businesses that receive the 200% credit under this accelerated scenario cannot exceed a seven-year time period for the credit.

High-Wage MEGA credits are available to eligible businesses that create jobs paying a minimum of 300% of the Federal Minimum Wage to each and every employee for which the business will receive a tax credit. However, for initial qualification under the High-Wage MEGA, the company must pay an average 300% of the Federal Minimum Wage for all its employees. Job creation objectives are identical to the High-Tech MEGA program.



The MEGA Board, an eight-member board, evaluates project applications after MEDC staff has negotiated the terms of the project. Below is a list of factors that will be considered by the Board on each project:

- Local government or local economic development organization contribution to the project
- Capital investment is considered as a sign of investment in Michigan.
- The average wage and employer-paid health care benefits relative to other companies within the county where the project will locate
- Whether the company chooses to reuse or redevelop previously utilized property
- Whether the project will occur in Michigan without the tax credit
- The potential impact on Michigan's economy.

A non-refundable application fee is collected at the time the company submits its application for a MEGA credit. In addition, a one-time only administrative fee of one-half of one percent of the estimated value of the MEGA incentive will be assessed. This fee is payable when the company's application for the first year of the tax credit is due and cannot exceed \$100,000.

Economic developers with specific projects potentially eligible for MEGA tax credits should contact their MEDC business development manager. For more information, contact the MEDC Customer Assistance Center at 517.373.9808.

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

AGENDA 10-26-09
ITEM L-2

Line #	Description	Original Budget	Amended Budget	Difference	Reason for Amendment
101-253.000-957.001	Property Tax Refunds	\$ 1,500	\$ 3,000	\$ 1,500	Michigan Tax Tribunal refund
101-890.000-955.000	Contingencies	\$ 35,000	\$ 32,000	\$ (3,000)	Transfer to cover tax tribunal refund
<i>Net change in budget</i>					
202-000.000-695.001	Transfer In - Municipal Streets	\$ 213,900	\$ 375,900	\$ 162,000	Increase transfer for pavement management work
202-451.000-974.000	Capital Improvements	\$ -	\$ 19,000	\$ 19,000	Design of Ann Arbor Street Improvements - ARRA Project
202-463.000-803.002	Pavement Management	\$ 57,000	\$ 200,000	\$ 143,000	Increase for pavement management work
<i>Net change in budget</i>					
203-000.000-695.001	Transfer In - Municipal Streets	\$ 199,600	\$ 374,600	\$ 175,000	Increase transfer for pavement management work
203-000.000-671.000	Other Revenue	\$ -	\$ 110,000	\$ 110,000	Income from Blackhawk Settlement
203-451.000-970.000	Capital Improvements	\$ -	\$ 272,000	\$ 272,000	Dexter Crossing Road Repair
203-463.000-803.002	Pavement management	\$ 57,000	\$ 70,000	\$ 13,000	Increase for pavement management work
203-463.000-726.000	Vacation Cash Out	\$ -	\$ 200	\$ 200	Omitted from original budget
203-463.000-704.000	Salaries - Union	\$ 27,500	\$ 27,300	\$ (200)	Move to vacation cash out
<i>Net change in budget</i>					
204-965.000-999.005	Transfer Out to Major Streets	\$ 213,900	\$ 375,900	\$ 162,000	Increase transfer to cover budget amendments
204-965.000-999.006	Transfer Out to Local Streets	\$ 199,600	\$ 374,600	\$ 175,000	Increase transfer to cover budget amendments
204-248.000-957.001	Property Tax Refunds	\$ 500	\$ 1,400	\$ 900	Michigan Tax Tribunal refund
<i>Net change in budget</i>					
303-248.000-957.001	Property Tax Refunds	\$ 100	\$ 300	\$ 200	Michigan Tax Tribunal refund
<i>Net change in budget</i>					
402-903.000-981.000	Vehicles	\$ -	\$ 49,000	\$ 49,000	Increase for remainder of new truck not spent in PFY
<i>Net change in budget</i>					

AGENDA 10-26-09

ITEM L-3

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: October 26, 2009
Re: Estoppel Certificate

The lender for the Cedar's of Dexter project, Huntington National Bank asked the Village to sign an Estoppel Certificate. A Copy of the certificate is attached. The certificate requires that the village contact Huntington Bank 30-days in advance before we exercise any remedies under the Development Agreement for default of the agreement.

The public infrastructure is in at this point, so the only outstanding issues would be as-builts, landscaping and the landscaping contribution. The landscaping contribution is triggered at 30 units occupied. If this were in default, the village could withhold further approvals instead of placing a lien on the property.

The main concern from Huntington Bank is that the Village would place a priority lien on the property. Signing this document does not remove the Village's right to place a lien on the property; it just requires 30-day notification to the Bank.

ESTOPPEL CERTIFICATE

The Village of Dexter, a Michigan municipal corporation, (the "**Village**"), to the best of its knowledge, hereby agrees and certifies to The Huntington National Bank, a national banking association (together with its successors and assigns, the "**Bank**") in connection with the Bank's proposed \$9 Million construction mortgage loan (the "**Loan**") to United Methodist Retirement Communities, Inc., a Michigan nonprofit corporation (the "**Borrower**") to finance certain improvements to be constructed on real property owned by the Borrower located at 8431 Island Lake Road, Dexter, Michigan 48130 (the "**Property**"), as follows:

1. Attached to this Estoppel Certificate as Exhibit A is a full and complete copy of the Cedars of Dexter Development Agreement dated January 14, 2008 by and between the Village and the Borrower (the "**Development Agreement**"). The Development Agreement runs with the Property (as described therein) and has not been amended and remains in full force and effect.

2. No default or event which, with the passage of time or the giving of notice would constitute an event of default has occurred under the Development Agreement.

3. No monies are currently owed by the Borrower to the Village under the Development Agreement, and the Village has no current claim against the Borrower arising under, or in connection with the Development Agreement.

4. In the event of a default by Borrower under the Development Agreement, or if Borrower becomes indebted to the Village pursuant to or in connection with the Development Agreement, the Village shall provide thirty (30) days advance written notice to the Bank before exercising any of its remedies under the Development Agreement, including, without limitation, the lien rights set forth in the Development Agreement.

5. The Village will not amend or permit the amendment of the Development Agreement without prior notice and consent of the Bank, which consent shall not be unreasonably withheld, delayed or conditioned.

6. The undersigned acknowledges that this Estoppel Certificate is being given to Bank in connection with Loan and will be relied upon by Bank in taking a construction mortgage covering the Property as security for the Loan. -

DATED this ____ day of _____, 2009.

VILLAGE OF DEXTER, a Michigan municipal corporation

By _____

Its _____



OFFICIAL SEAL

Washtenaw Co., MI

11/21/08

Lawrence Kestenbaum

L-4707 P-578

Clerk Register

Page: 1 of 85



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11/21/08

ACS-5874180-AG-2008-25
Lawrence Kestenbaum, Washtenaw

L-4707 P-578

CEDARS OF DEXTER

DEVELOPMENT AGREEMENT

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THIS AGREEMENT is made this 14th day of January 2008, by and between the Village of Dexter, a Michigan municipal corporation, of 8140 Main Street, Dexter, Michigan 48130 ("Village"), and United Methodist Retirement Communities, Inc., a Michigan non-profit corporation, of 805 West Middle Street, Chelsea, Michigan 48118 ("Developer").

- A. WHEREAS, certain land owned by the Developer in the Township of Webster has been conditionally transferred into the Village effective on the filing date with the Office of the Great Seal of the State of Michigan on December 29, 2006, pursuant to Exhibit B attached hereto, to be known as Cedars of Dexter, which land encompasses 14.78 acres of land, located on Island Lake Drive, in the Village of Dexter, Washtenaw County, Michigan and described in Exhibit 1 attached hereto;
- B. WHEREAS, Developer intends to develop the land for not more than sixty (60) senior housing attached residential rental units, one (1) community center of approximately 8,085 square feet and one (1) caretakers unit; and
- C. WHEREAS, the Developer desires to build all on-site and off-site infrastructure such as, but not limited to water mains, sanitary sewers, storm sewers, drainage facilities, driveways, roads, parking lots, sidewalks, curbs and gutters, street lighting and site amenities without the necessity of special assessments by the Village.

NOW, THEREFORE, in consideration of the mutual covenants between the Village and the Developer contained in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Agreement, the following terms and phrases shall be defined as described below:

1.1 Approved Area Plan/Preliminary Site Plan: The Area Plan/Preliminary Site Plan approved by the Village Council governing Planned Unit Development Projects, on November 27, 2006, and attached hereto as Exhibit 2.

1



1.2 **Buildings:** The approximately sixty (60) senior housing attached residential rental units, the one (1) community center approximately 8,085 square feet and the one (1) caretaker's unit, all to be constructed by the Developer on the Property.

1.3 **Developer:** United Methodist Retirement Communities, Inc., a Michigan non-profit corporation, of 805 West Middle Street, Chelsea, Michigan 48118, its successors and/or assigns. In the event of a transfer of ownership, the Developer, as defined above, shall remain responsible for the performance of any of its obligations hereunder that have matured and are unperformed as of the date of transfer.

1.4 **Final Site Plan:** The detailed site plan and related drawings of the Project submitted and reviewed by the Village in accordance with Article 21, Section .04-E, of the Village Zoning Ordinance and attached hereto as Exhibit 6, as approved by the Village Council on September 24, 2007.

1.5 **Improvements:** The Buildings, Infrastructure Improvements and the Site Improvements, collectively.

1.6 **Infrastructure Improvements:** The infrastructure and site improvements required for the Project that will be dedicated to the Village upon completion, including without limitation, the underground sanitary sewer and water lines to the point of private taps in the Project.

1.7 **Parties:** The Developer and the Village.

1.8 **Project:** The development on the Property of not more than sixty (60) senior housing attached residential rental units, one (1) community center approximately 8,085 square feet and one (1) caretakers unit, together with all necessary infrastructure and related improvements required by the Area Plan/Preliminary Site Plan and the approved Final Site Plan.

1.9 **Property:** Certain land located in the Village of Dexter along Island Lake Road that has been conditionally transferred from Webster Township as part of an existing PA 425 agreement signed in 1997, encompassing 14.78 acres of land, more or less, as more particularly described in Exhibit 1 attached to this Agreement.

1.10 **Site Improvements:** The infrastructure and site improvements at the Project that will remain privately owned, whether by the Developer or its successors, upon completion, including without limitation, the roads, curbs, sidewalks and parking areas that service the Project

1.11 **Village:** The Village of Dexter, a Michigan municipal corporation, Washtenaw County, Michigan.

1.12 **Zoning Ordinance:** The Zoning Ordinance adopted by the Village and in effect as of the date of this Agreement and all amendments to the Zoning Ordinance that may be adopted



by the Village after the effective date of this Agreement, but only to the extent such amendments do not preclude development of the Project consistent with the terms of this Agreement, the Approved Area Plan/Preliminary Site Plan and the approved Final Site Plan.

SECTION 2. GENERAL DEVELOPER COMMITMENTS

2.1 Final Site Plan Compliance: The Developer agrees to develop and construct the Project as detailed on the approved Final Site Plan. Developer has prepared and submitted a proposed Final Site Plan for approval by the Village pursuant to Article 21 of the Zoning Ordinance that corresponds in all material respects to the Approved Area Plan/Preliminary Site Plan attached as Exhibit 2, except for minor differences resulting from the Village's requested modifications. To the extent there is a conflict between the Approved Area Plan/Preliminary Site Plan and the approved Final Site Plan, latter shall govern and control.

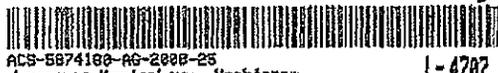
2.2 Zoning Ordinance Compliance: The Developer agrees to abide by and adhere to the Zoning Ordinance. To the extent there is a conflict between the Zoning Ordinance with either the Approved Area Plan/Preliminary Site Plan or the approved Final Site Plan, the Approved Area Plan/Preliminary Site Plan or approved Final Site Plan shall govern and control.

2.3 Recreational Pathways: The Developer agrees to use its best efforts to coordinate with adjacent property owners and jurisdictions to assure that future construction of pedestrian and bicycle pathways or open space, be permitted and constructed to connect with the Cedars of Dexter pathway network contemplated in the approved Final Site Plan. As part of its compliance with the open space requirements for the Project required by the Zoning Ordinance or approved Final Site Plan, the Developer will use its best efforts provide or obtain recreational opportunities appropriate for residents at the Project.

2.4 Social Impact: The Developer shall provide space within the Community Center for the Dexter Senior Center to gather for classes and functions on reasonable terms and conditions, allowing growth opportunities for the Dexter Senior Center. The Developer will provide transportation free of charge for its residents to the Dexter Senior Center for daily activities and classes in cooperation with the Dexter Senior Center.

2.5 Compliance with Law: Developer shall, at its own cost and expense, comply with all current laws, ordinances, requirements, orders, directives, rules and regulations of any governmental body (including without limitation all building codes and zoning ordinances) that apply to the Project during the course of its development.

2.6 Project Tax Exemption. If all or any portion of the Project should obtain an exemption from property tax, whether resulting from a change in ownership, change in use or change in the law, the Developer covenants and agrees to negotiate with the Village in good faith to reach agreement upon a payment-in-lieu of taxes from the Developer to the Village for emergency services to compensate for the loss to the Village in property tax revenues. The Parties agree that this provision will survive the expiration or other termination of this Agreement for a period of twelve (12) years from the date of this Agreement.



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Lawrence Keestenbaum, Washtenaw

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SECTION 3. PROJECT CONSTRUCTION

3.1 Construction of the Improvements. The Developer agrees to build and construct the Improvements all in accordance with the approved Final Site Plan and complete the Project in accordance with the approved Final Site Plan and as provided in Section 19.08 (D) 1 of the Zoning Ordinance not later than three (3) years after the date of this Agreement; provided, however, that the Village, acting in its sole discretion, may grant the Developer additional time to complete its obligations in accordance with Section 19.15 of the Zoning Ordinance upon a showing of good cause. Any such extension shall be documented by a written agreement between the Developer and the Village Council.

3.2 Development Easements. Developer agrees to record with the Washtenaw County Register of Deeds the landscaping and drainage easements necessary for the completion of the Site Improvements covering land adjacent to the Project granted by the Dexter Area Historical Society, each in the form that has been approved by the Village;

3.3 Erosion Control: The Developer shall install all site grading, soil erosion and sedimentation control improvements as required by the Washtenaw County Building Service Soil Erosion Section so that storm water from the Project will not flow from the Project onto any adjacent owners property at such a rate or in such amounts as to cause damage to adjacent development, as set forth under the Soil Erosion and Sedimentation Control Act, Part 91 of Act 451, except as might occur due to a major storm event, such as a 100 year storm.

3.4 Landscaping: The Developer shall landscape in accordance with the approved Final Site Plan. All trees and plants required by the Village shall be guaranteed for two (2) years after planting. All required landscaping shall be installed within six (6) months after the issuance of a Final Zoning Compliance (defined below); provided, however, that the Village may, at its discretion, require the Developer to post a performance guaranty bond if the landscaping is not completed due to weather conditions. The Developer shall also meet Article 6, Section 6.14 of the Village of Dexter Zoning Ordinance, the Village's tree replacement standards. After planting trees pursuant to the Zoning Ordinance, as shown on the approved Final Site Plan, the Developer shall contribute \$210,318 to the Village Tree Replacement Program or other fund as established by the Village Tree Board, and controlled by the Village. The Developer contribution noted above shall be due and payable upon the issuance of the thirtieth (30th) certificate of occupancy for units in the Project, but not later than eighteen (18) months after the date of the issuance of the first certificate of occupancy.

3.5 Lighting. The Developer agrees to submit the lighting layout as shown on the approved Final Site Plan to DTE Energy, Outdoor Lighting Division for its approval. Upon receipt from DTE of a fixed price contract for the approved lighting, the Village will inform the Developer of the cost. Developer shall remit to Village an amount equal to fixed cost of installing the streetlights and decorative outdoor lighting at the Project (the "Lighting Installation Payment"), at which point the Village will execute the fixed price contract for lighting with DTE, pay over to DTE an amount equal to the Lighting Installation Payment and undertake commercially reasonable efforts to secure the performance of DTE under the lighting contract.

3.6 Inspections. Developer will permit customary inspections of the Improvements to be performed by the Village engineering inspectors. Upon request, the Developer will provide such information as is reasonably requested by the Village inspectors with respect to the Improvements, including but not limited to testing results and engineering reports related to any of the Improvements. Developer will also reimburse the Village for the cost of the inspectors' reasonable, necessary and documented time for inspection of the Infrastructure Improvements, such amount to be paid by the Developer as a condition to the acceptance by the Village of a dedication of all or any portion of the Infrastructure Improvements and to the issuance of any certificate of occupancy for any portion of the Project.

3.7 Rubbish Removal: The Developer shall remove all discarded building materials and rubbish from the Project at least once each month during construction of improvements and within one (1) month of completion or abandonment of construction. No burning or burying of discarded construction material shall be allowed. At the Developer's discretion, material that can be environmentally recycled may be re-used on the Project.

3.8 Issuance of Zoning Compliance and Occupancy Certificates: Except as set forth below, the Village shall issue a certificate of final zoning compliance in the customary form (the "Final Zoning Compliance") for the Project when all Improvements required by this Agreement and the approved Final Site Plan have been completed in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, the Village shall issue a Final Zoning Compliance for a portion of the completed Improvements at the Project that meet all generally applicable criteria for same for the sole purpose of allowing the Developer to obtain a certificate of occupancy in its customary form from the Village for a completed Building. In the event a Final Zoning Compliance is requested for any Building in the Project prior to completion of all Infrastructure Improvements required by this Agreement as set forth in the approved Final Site Plan, the Village may, in its sole and unfettered discretion, condition the issuance of such Final Zoning Compliance upon the delivery by the Developer of security in the form of a performance guarantee bond (cash deposit or irrevocable letter of credit) to the Village to ensure the completion of all Infrastructure Improvements required by the approved Final Site Plan that serve the applicable Building. The amount and form of any such performance guarantee bond shall be in accordance with the Resolution establishing performance guarantee amounts, attached hereto as Exhibit 5. No Final Zoning Compliance will be given for a Building unless any required performance guarantee bond is posted or all Infrastructure Improvements and Site Improvements serving such Building are completed. In the event the Developer is unable to meet these terms due to timing, weather, etc. prior to the request for a Final Zoning Compliance Certificate, the Developer agrees to post a Performance Guarantee Bond, in the form of a bond mutually agreeable to both parties, cash deposit or irrevocable letter of credit, for any of the foregoing improvements per Article 21 of the Village of Dexter Zoning Ordinance on a per building basis, except that the Developer shall have installed an all weather surface on the road before issuance of any full or partial Final Zoning Compliance Certificate.



SECTION 4. INFRASTRUCTURE IMPROVEMENTS

4.1 Construction of the Infrastructure Improvements and Utilities. The Developer agrees to build and construct the Infrastructure Improvements and all required utilities in accordance with the approved Final Site Plan.

4.2 Inspections: All inspections for the Infrastructure Improvements will be performed by the Village or such other public entity having jurisdiction, including without limitation Webster Township and the Washtenaw County Road Commission. All applicable, reasonable, necessary, and documented fees for such inspections of the Infrastructure Improvements shall be paid by the Developer.

4.3 Sanitary Sewer Pump Station. The Developer proposes to connect to the Westridge of Dexter Sanitary Sewer Pump Station. Connection to the sanitary pump station prior to 2010 currently requires that the Village reimburse Peters Building Co. (the original developer of the pump station) up to one half (50%) of the cost of the sanitary sewer pump station. The original cost to construct the sanitary pump station was \$120,680.00. To date the Village has reimbursed 24.4% (\$29,446.00) for the connection of Dexter High School. The construction of the Project would normally require the payment of a prorated portion of the remaining pump station cost share. Based on calculations from the Village Engineer, the proposed flows from the Cedars of Dexter are expected to utilize 13.8% of the pump station's remaining capacity. This translates into a \$16,612 reimbursement to Peters Building Co for the ability to connect to the sanitary pump station prior to 2010. Peters Building Co. has agreed to waive this obligation to the village and has provided a letter indicating a waiver of pump station connection reimbursement charge of \$16,612 owed by the Village, a copy of which is attached to this Agreement as Exhibit 7.

4.4 Water and Sewer Tap Fees: The Developer agrees to pay all fees related to tapping into and using the public water and sewer systems (collectively, the "Tap Fees") as adopted by the Village and generally applicable on the date of this Agreement, which is Eight Thousand and 00/100 Dollars (\$8,000.00) per unit. Each unit will be calculated as one (1) REU/Tap. The Tap Fee will be calculated at 1 REU for the caretaker apartment and 0.2/1000 sq ft (calculation for a banquet) for the remainder of the community center.

4.5 Storm Water Detention Maintenance: The Developer shall not allow any part of the storm water detention area to remain in an unkempt condition. The Developer agrees to follow the detention basin maintenance schedule provided on the approved Final Site Plan and attached hereto as Exhibit 4. Maintenance of the vegetation shown in the plan shall be consistent with the species identified on the maintenance plan. The Village and/or Washtenaw County Drain Commissioner retain the right to assume maintenance of the storm water detention areas if the Developer fails to provide minimum maintenance consistent with the aforementioned standards after a ten (10) day written notice is sent to the Developer. Any and all costs (including interest at the rate of one percent (1%) over the prime rate established by National City Bank which shall accrue on the amount billed until paid) incurred by the Village and/or the Washtenaw County Drain Commissioner in such maintenance and enforcement of these



provisions shall be billed to the Developer. The Developer hereby consents, to the placement of a lien against the Property by the Village if maintenance costs are not paid within sixty (60) days of invoice date. The Village reserves the right to take any action it deems necessary to remedy any nuisance under the Village Nuisance Ordinance.

4.6 Additional Drainage Requirements: Before Developer may commence construction of the Infrastructure Improvements, suitable easement and/or maintenance agreements for drainage and/or storm system inspection, maintenance and repair must be approved by (i) all municipal entities having jurisdiction and (ii) all private entities owning real property where any portion of the Infrastructure Improvements are located.

4.7 Dedication: The Developer shall dedicate to the Village all Infrastructure Improvements that meet the criteria established by the Village and attached to this Agreement as Exhibit 3. Prior to any dedication of the Infrastructure Improvements, the Developer shall provide three (3) copies of record drawings (as-built drawings), showing that the Infrastructure Improvements have been constructed and installed per Village specifications, including any required detention areas and all necessary grading and paving prior to dedication. Developer also agrees to post a maintenance and guarantee bond in the amount of fifty percent (50%) of the actual final cost of the Infrastructure Improvements. Said bond shall be in effect for two (2) years subsequent to the acceptance by the Village of the dedicated Infrastructure Improvements. If the Infrastructure Improvements have been completed in compliance with the approved Final Site Plan, the Village shall accept dedication, but only (i) if the Developer is not otherwise in default past applicable grace and cure periods under this Agreement and (ii) after the Village engineers have inspected and approved the Infrastructure Improvements to determine their compliance with the applicable Village standards.

SECTION 5. PROJECT ROADS

5.1 Status: The roads within the Project will be private and remain private unless otherwise approved by the Village Council in connection with a Developer request to dedicate same. There shall be no obligation on the part of the Village to accept any such dedication.

5.2 Traffic Control Order. Developer will obtain a Traffic Control Order for the Project reasonably acceptable to the Village for the purpose of ensuring that the Michigan Uniform Traffic Code laws are enforceable by the Washtenaw County Sheriff's Department on the private roads within the Project. The Village agrees to cooperate as reasonably necessary to assist the Developer in obtaining a Traffic Control Order, provided that all fees, costs or charges are paid or reimbursed by the Developer.

5.3 Signage: The Developer agrees to install public and private road signs in accordance with the approved Final Site Plan. The Developer agrees to post "No Parking This Side of Street" signs on one side of each street. Unless the approved Final Site Plan specifies a contrary standard, all signage shall meet the requirements of the Michigan Manual of Uniform Traffic Control Devices.



5.4 Island Lake Road Right-of-Way: Prior to the commencement of any construction of the Infrastructure Improvements, the Developer must obtain access approval onto Island Lake Road from the Washtenaw County Road Commission and incorporate the approved plans into the Final Site Plan.

5.5 Emergency Access Obligations. The Developer shall provide an access easement and a service lead for an electrical connection for the emergency siren to be installed by the Village on an adjacent DTE Energy utility right-of-way. In addition, the Developer, at its sole cost and expense, shall install, maintain, repair, and replace break away bollards at all emergency access locations within the Project.

SECTION 6. PROJECT OPERATION, REPAIR AND MAINTENANCE

6.1 Maintenance of Property: The Developer shall maintain, repair and replace all improvements at the Project including landscaping, drains and storm water detention facilities. The Developer will assure that public and common areas will be or have been irrevocably committed for that purpose and provide the Village with a means of legally enforcing such commitments reasonably satisfactory to the Village. The Project will be maintained in compliance with all regulations and standards applicable to retirement communities and operated in a first class manner. Grass in open lawn areas shall not exceed eight (8) inches in height. The Developer shall be responsible for the removal of snow from the walk to be located along Island Lake Road (as defined below) that will serve as a future sidewalk extension to connect the Project to the Village. Hazardous conditions caused by fallen trees and other dangerous circumstances shall be remedied within forty-eight (48) hours, weather permitting. Open excavations or open basements that are not part of current construction are not permitted and must be secured to prevent dangerous circumstances.

6.2 Village Maintenance Rights. The Village retains the right to assume maintenance of the Property if the Developer fails to provide minimum maintenance consistent with these aforementioned standards after a ten (10) day written notice is sent in accordance with the Village of Dexter Nuisance Ordinance. Any and all costs (including interest at the rate of one percent (1%) over the prime rate established by National City Bank which shall accrue on the amount billed until paid) incurred by the Village in such maintenance and enforcement of these provisions shall be billed to the Developer. The Developer hereby consents, to the placement of a lien against the Property by the Village if maintenance costs are not paid within sixty (60) days of invoice date. The Village reserves the right to take any action it deems necessary to remedy any nuisance under the Village Nuisance Ordinance.

SECTION 7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification: The Developer shall defend, indemnify, and hold harmless the Village, together with its officers, employees, agents and assigns, against any and all claims, suits, demands, causes of action, liabilities, and judgments, whether for damages or equitable relief, arising out of: (i) any alleged negligent act(s) by the Developer or its agents, successors and assigns, concerning the Project; (ii) any breach of this Agreement by the Developer; (iii) the



Developer's improvements or access to public rights-of-ways, utilities or other public infrastructure with respect to the Project; or (iv) any other claims otherwise arising out of this Agreement or concerning the Project, except as set forth in Section 7.2 not caused by or arising from the negligence or willful misconduct the Village. The Developer shall indemnify the Village for all damages and reasonable costs associated with the defense of such claims or suits, including reasonable attorney fees. In the event any legal action or administrative proceeding is brought against the Village by reason of any such claim, the Village shall be entitled to retain counsel.

7.2 Limitation. The indemnification provided by the Developer in Section 7.1 shall not apply to claims, suits or damages arising out of the Village's negligence, the Village's failure to perform contractual obligations or the Village's violations of local, state or federal laws.

SECTION 8. VILLAGE OF DEXTER COMMITMENTS

8.1 PA 425 Conditional Transfer: The Developer's land (14.78 acres) has been conditionally transferred to the Village pursuant to the 1997 PA 425 Conditional Transfer Agreement with Webster Township, as is evidenced by Exhibit 8 attached hereto. The Developer has received approval of the Land Division from Webster Township.

8.2 Inspection: The Village agrees to provide timely and reasonable Village inspections as may be required during construction of the Improvements.

8.3 Recordation: The Village agrees to cooperate in the recordation of this Agreement with the Washtenaw County Register of Deeds. However, the Developer shall ensure the timely recordation of this Agreement, and forward copies of the recorded Agreement to the Village Clerk and the Webster Township Clerk.

8.4 Issuance of Permits: The Village agrees to issue Final Zoning Compliance on the terms and conditions generally applicable under the Zoning Ordinance at the time Developer makes a request for same as provided in section 3.8 above.

8.5 Acceptance of Dedication: The Village agrees to accept dedication of public infrastructure to the public provided the Developer has complied with the requirements of Section 4.7 above.

8.6 Issuance of Taps: The Village agrees to provide sanitary sewer and water taps to serve not more than sixty (60) senior housing attached residential rental units, one (1) caretaker unit and one (1) 8,085 square foot community center in accordance with the approved Final Site Plan. The Developer acknowledges and agrees that (i) the Village cannot guarantee when water and sanitary sewer capacity within the Village limits will be available for this Project and that Developer is proceeding at its own risk and (ii) the Developer shall pay all fees or charges under Section 4.4 above in connection with any taps that may be provided by the Village on the same terms and conditions generally applicable to such requests in the Village.



8.7 UMRC Tree Contribution. The Village shall establish a Tree Replacement Program and maintain it in compliance with applicable law and good accounting practice.

SECTION 9. CONDITIONS

9.1 Island Lake Road Access: The Parties acknowledge that the Project requires access to and from Island Lake Road, which is under the jurisdiction of the Washtenaw County Road Commission. This Agreement is subject to a condition subsequent that the Washtenaw County Road Commission grant an access point to the Project.

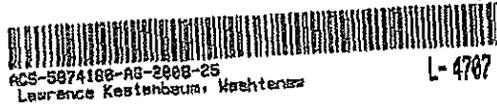
9.2 Landscaping Easement: The parties acknowledge that the Project proposes an easement for landscaping and storm water detention on property owned by the Dexter Area Historical Museum. This agreement is subject to a condition that an easement agreement for both Landscaping and Detention be reviewed, approved and recorded by the Village and the Dexter Area Historical Society.

SECTION 10. DEFAULT AND REMEDIES

10.1 Default by Developer. The occurrence of any of the following events shall be a default by Developer under this Agreement: (i) Developer fails to pay when due (or within thirty (30) days after written notice of such failure to pay from the Village to Developer) any payment obligations to the Village under this Agreement, (ii) Developer fails to cure its failure to perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from Village to Developer; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within thirty (30) days, then, so long as the Developer commences to cure such default promptly after receipt of notice thereof from Village, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, (iii) Any material representation or warranty made in this Agreement or in connection with any application or commitment relating to the Project is materially false or misleading in any material respect at the time made, and the same has a materially adverse affect on the Project, (iv) a failure by the Developer to pay the property taxes levied against the Project or (v) any dissolution, termination, or partial or complete liquidation of Developer prior to completion of the Project.

10.2 Remedies of Village. In the event of a default by the Developer under this Agreement, the Village may pursue all rights and remedies available at law or in equity, including without limitation (i) the right to terminate this Agreement, (ii) the lien rights specifically set forth in this Agreement and (iii) the right to refuse any dedication by the Developer of the Infrastructure Improvements.

10.3 Default by the Village. The occurrence of any of the following events shall be a default by the Village under this Agreement: (i) Village fails to pay when due (or within ten (10) days after written notice of such failure to pay from the Developer to the Village) any payment obligations to the Developer under this Agreement, (ii) Village fails to cure its failure to



perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from Developer to Village; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within thirty (30) days, then, so long as the Village commences to cure such default promptly after receipt of notice thereof from Developer, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, or (iii) any material representation or warranty made in this Agreement is materially false or misleading in any material respect at the time made, and the same has a materially adverse affect on the Project.

10.4 Remedies of Developer. In the event of a default by the Village under this Agreement, the rights and remedies of the Developer shall be limited to (i) termination of this Agreement upon written notice to the Village and (ii) actual damages. The Village shall not be liable to the Developer for any consequential or speculative damages under any circumstances.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 Agreement Runs with Land: This Agreement shall run with the Property and bind and inure to the benefit of all subsequent owners of all or any portion of the Property.

11.2 Future Rights-of-Way: The Developer irrevocably waives any objections to future right-of-way improvements within the sixty (60) foot half road rights-of-way adjacent to the Property made or approved by the Village, Washtenaw County or the Washtenaw County Road Commission located along Island Lake Road or Dexter Pinckney Road. Developer acknowledges and agrees that the Village will have all rights available at law or in equity to enforce this waiver, including without limitation the award of injunctive relief.

11.3 Amendments: Amendments to the Final Site Plan and this Agreement must be reviewed and approved by the Village Council in accordance with its Ordinance.

11.4 Binding Effect: Upon the approval by the Village of the Final Site Plan, the covenants, agreements, terms, provisions and conditions of this Agreement shall bind and benefit the several respective representatives, successors and assigns of the Parties. The obligations of the Developer contained herein shall be binding on successors and assigns in ownership of the Project. If the Developer is comprised of more than one person or entity, such persons or entities shall be jointly and severally liable for the obligations of the Developer under this Agreement.

11.5 Transfer of Agreement: In the event the Developer transfers the Property in bulk, the Developer agrees to provide the Village with a copy of the deed the Developer delivers to any such transferee, which deed shall be expressly subject to this Agreement.

11.6 Severability: The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions of this Agreement unenforceable, illegal or invalid.



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Lawrence Keatonbaum, Waahkanager

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11.7 Whole Agreement: This Agreement contains all of the agreements of the parties and cannot be amended or modified except by the mutual consent of the parties in writing.

[signatures on the following page]



IN WITNESS WHEREOF, the parties have set their hands and seals the day first above written. This Agreement is not intended to create contractual right for third parties. It may be enforced, amended or rescinded only by the parties or their successors in interest.

DEVELOPER:
United Methodist Retirement Communities,
Inc., a Michigan non-profit corporation

VILLAGE:
Village of Dexter, a Michigan municipal
corporation

By: Katherine Collins
Katherine Collins

By: Shawn Keough
Shawn Keough, Village President

Its: Director of Planning & Special Projects UMRC

By: David F. Boyle
David F. Boyle, Clerk

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On this 28th day of January 2008 before me personally appeared Katherine Collins, the Director of Planning & Special Projects of United Methodist Retirement Communities, Inc., a Michigan non-profit corporation, on behalf of the corporation.

Allison Bishop
ALLISON BISHOP, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: May 28, 2014

ALLISON BISHOP
Notary Public, Washtenaw County, Michigan
My Commission expires May 28, 2014
Acting in Washtenaw County



STATE OF MICHIGAN, COUNTY OF WASHTENAW.

On this ~~28th~~ day of January, 2008, before me personally appeared Shawn Keough and David F. Boyle, of the Village of Dexter, to me known to be the persons who executed this foregoing instrument, and to me known to be the President and Clerk, respectively, of said Village of Dexter and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said Village of Dexter by its authority.

ALLISON BISHOP
Notary Public, Washtenaw County, Michigan
My Commission expires May 28, 2014
Acting in Washtenaw County

Allison Bishop
ALLISON BISHOP, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: May 28, 2014

Prepared by:
Allison Bishop, Community Development
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

After Recording Return To:
Donna Dettling, Village Manager
Village of Dexter
8140 Main Street
Dexter, Michigan 48130 ✓



ACS-5974188-15-2008-25
Lawrence Kestenberg, Washtenaw

02:37 P
11/21/08

L-4707 P-578

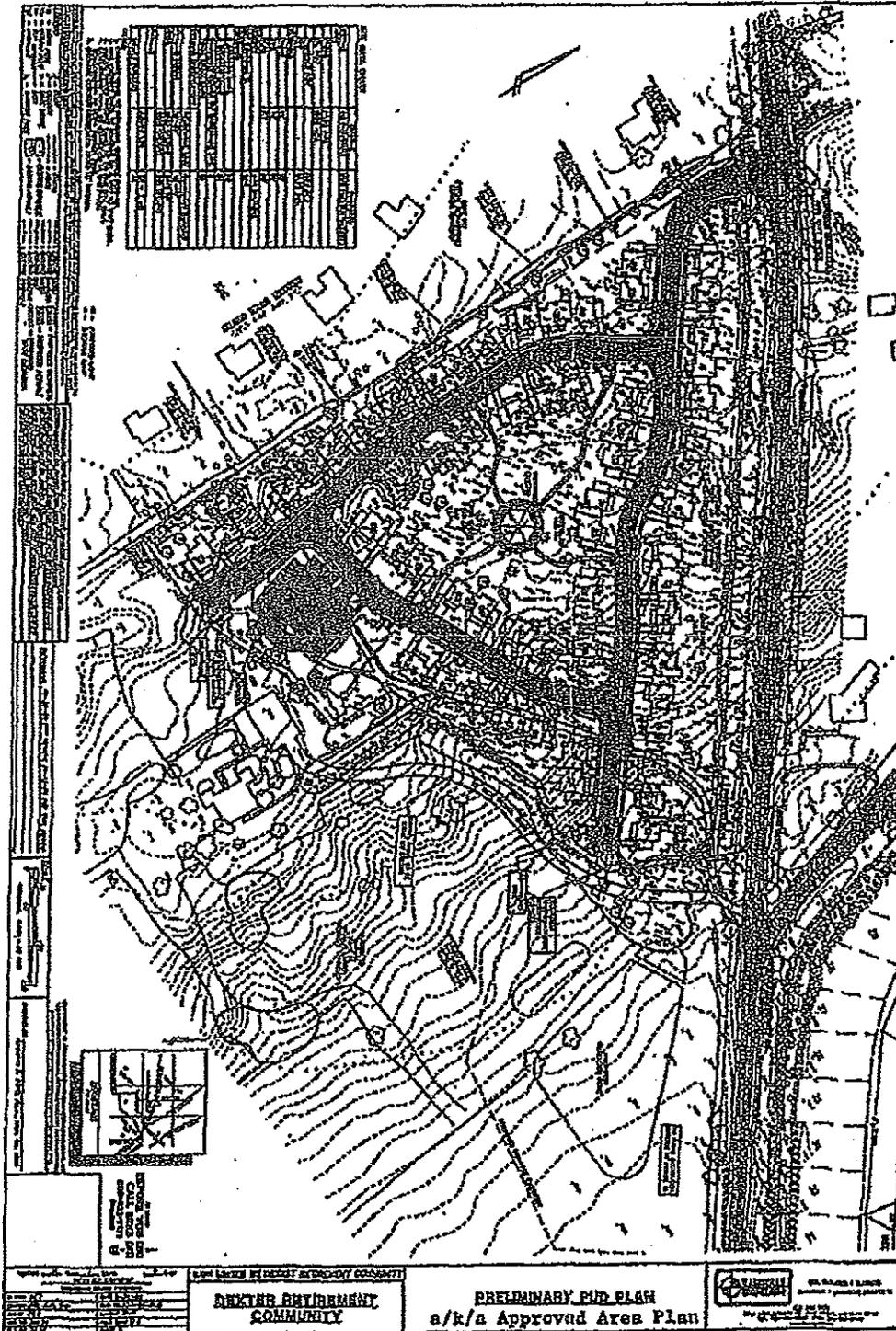
EXHIBIT 1
PROPERTY LEGAL DESCRIPTION

PARCEL IA

Property located in the Township of Webster, Washtenaw County, Michigan, described as follows: Commencing at the Southwest corner of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan, thence N02°53'00"W 384.46 feet along the West line of said Section 31 to the POINT OF BEGINNING; thence continuing N02°53'00"W 1181.86 feet along the West line of said Section 31; thence S62°31'28"E 284.56 feet along the centerline of Island Lake Road; thence S56°57'50"E 852.64 feet along the centerline of Island Lake Road; thence S21°25'18"W 152.69 feet; thence S23°51'02"W 78.23 feet; thence S62°10'51"W 101.34 feet; thence N80°37'20"W 89.25 feet; thence S62°49'21"W 268.00 feet; thence S01°39'33"E 106.36 feet; thence S77°50'08"W 109.10 feet; thence S63°39'40"W 145.16 feet; thence S82°49'30"W 172.00 feet to the Point of Beginning. Being a part of the Southwest 1/4 of Section 31, T1S, R5E, Webster Township, Washtenaw County, Michigan and containing 14.78 acres of land, more or less. Being subject to the rights of the public over the Southwesterly 33 feet of Island Lake Road. Also being subject to easements and restrictions of record, if any.

CD-03-31-320-001

EXHIBIT 2



ACS-5874188-AS-2888-25
Lawrence Keastebaum, Westtown

02:37 P
11/21/88
L-4707 P-578

EXHIBIT 3

VILLAGE OF DEXTER
Dedication of Public Streets and Utilities

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

1. **Inspections** - Inspections for asphalt or concrete roads will be performed after construction of buildings are complete unless special arrangements are made and approved by the Village* (see page 2). Inspection of asphalt roads must be performed prior to placing the final wearing course. Prior to inspections of new roads, the developer shall provide copies of compaction testing, aggregate base thickness measurements, and asphalt thickness measurements. Verification that adequate inspection and testing of water and sewer mains occurred during the project will be necessary. This work is the responsibility of the developer, and the results will be submitted to the Village for review. The Village Community Development Office (CDO) will also conduct a final site inspection upon request from the developer. The CDO will inspect for site plan compliance, including but not limited to, landscaping, open space, signage, etc. After review, the Village Engineer, and the Department of Public Services (DPS) shall also conduct an on-site inspection. OHM and the DPS will issue Punch lists. Upon completion of punch lists correspondence accepting the project will be issued by OHM and DPS. Final acceptance will proceed when the following documents have been issued:

- a.) A letter from OHM stating completion of the punch list, acceptance of the project, and correspondence indicating that OHM supports dedication of the project.
- b.) A letter from the Superintendent of Public Services stating completion of the punch list, acceptance of the project, and correspondence indicating that DPS supports dedication of the project.
- c.) A final inspection correspondence from the Community Development Manager stating completion of the site plan punch list, acceptance of the project and correspondence indicating that the CDO supports dedication of the project.

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

3. **Survey** - The applicant must provide Sealed Engineer's drawings of the roadway sections and underground utilities proposed for dedication as public in each new development. The applicant must also provide written legal descriptions of the streets, underground utility easements and/or other easements. This information shall be provided on 8 1/2 x 14 legal size paper.

4. **Maintenance and Guarantee Bond** - A two-year Maintenance and Guarantee Bond in the amount equal to one half of the cost of construction of the public utilities, roadway pavement, sidewalks, curb, gutter, water mains, sanitary sewers and storm drains shall be posted by the

3/28/03

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



developer with the Village. The amount of this bond will be based on either the signed contract for the work or on an estimate by a professional engineer. The basis of the bond amount shall be submitted to the Village for review prior to the posting of the Maintenance and Guarantee Bond. An extended term on the Bond will be required for developments in which less than 100% of the buildings are constructed. Details of this requirement appear on page 2 under special arrangements.

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

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

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

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

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

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

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

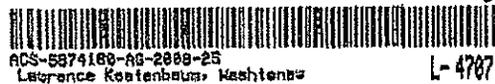
The Village retains the right to withhold dedication for sites less than 50% complete.

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



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

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



ACS-5874188-AG-2888-25
Lawrence Kastenbaum, Kastenbaum

**EXHIBIT 4
STORM WATER DETENTION AREA LANDSCAPE MAINTENANCE PLAN**

EXHIBIT 4										
STORM WATER DETENTION AREA LANDSCAPE MAINTENANCE PLAN										
PERMANENT MAINTENANCE TASKS AND SCHEDULE										
TASKS:	Emergency Overflow	Storm Detention Areas	Retention Basins	Ko-Rap	Outflow Control Structures	Ditches & Swales	Catch Basin Inlet Coverings	Catch Basin Sumps	Storm Sewer System	COMPONENTS:
SCHEDULE:										
Inspect for sediment accumulation		X	X		X	X		X	X	Annually
Removal of sediment accumulation		X	X		X	X		X	X	Every 2 Years as Needed
Inspect for potholes and debris		X	X		X	X	X			Annually
Cleaning of potholes and debris		X	X		X	X	X			Annually
Inspection for erosion		X	X		X	X				Annually
Re-establish permanent vegetation on graded slopes		X	X			X				As needed
Replacement of Stone					X					As Needed
Mowing		X	X			X				0 to 2 times per year
Inspect firewater system components during wet weather and compare to as-built plans (by Professional Engineer)	X	X	X	X	X	X	X	X	X	Annually
Make adjustments or replacements as determined by annual wet weather inspection	X	X	X	X	X	X	X	X	X	As needed
Keep records of all inspections and maintenance activities										Annually
Keep records of all costs for inspections, maintenance and repairs										Annually
As needed means when sediment has accumulated to a maximum of one foot depth.										



EXHIBIT 5

RESOLUTION FOR THE PURPOSE OF
ESTABLISHING PERFORMANCE ESCROW
AMOUNTS

Minutes of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, held on the 8th day of December 2003, Eastern Daylight Time.

PRESENT: Coy, Carson, Seta, Walters, Semifero

ABSENT: Hall

The following preamble and resolution were offered by Member Seta and supported by Member Carson:

WHEREAS, the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan (the "Village"), has determined it necessary to establish an escrow account to ensure compliance with construction and final site plan standards, a performance escrow and its fees below have been established;

NOW, THEREFORE, BE IT RESOLVED THAT THE FOLLOWING FEES APPLY TO UNFINISHED SITE WORK:

1. Public Sidewalk escrow shall be \$45.00 per Linear Foot
2. Street Tree escrow shall be \$300.00 per street tree
3. Other Site Landscaping escrow shall be \$150.00 per shrub and \$300.00 per tree
4. Sod/Seeding escrow shall be \$3.00 per square foot
5. Final Grading escrow shall be \$700.00
6. Screening Fence escrow shall be \$20.00 per Linear Foot
7. Dumpster Screen escrow shall be \$3000.00
8. Pavement escrow shall be \$400.00 per parking space or \$400.00 per 160 square feet
9. Other - Other incomplete site work escrow amounts shall be based on invoice provided by applicant.

AYES: Carson, Seta, Walters, Semifero, Coy

NAYS: _____

RESOLUTION DECLARED ADOPTED

THIS 8th DAY OF December 2003

James D. Gruber
Village Clerk

EXHIBIT 6

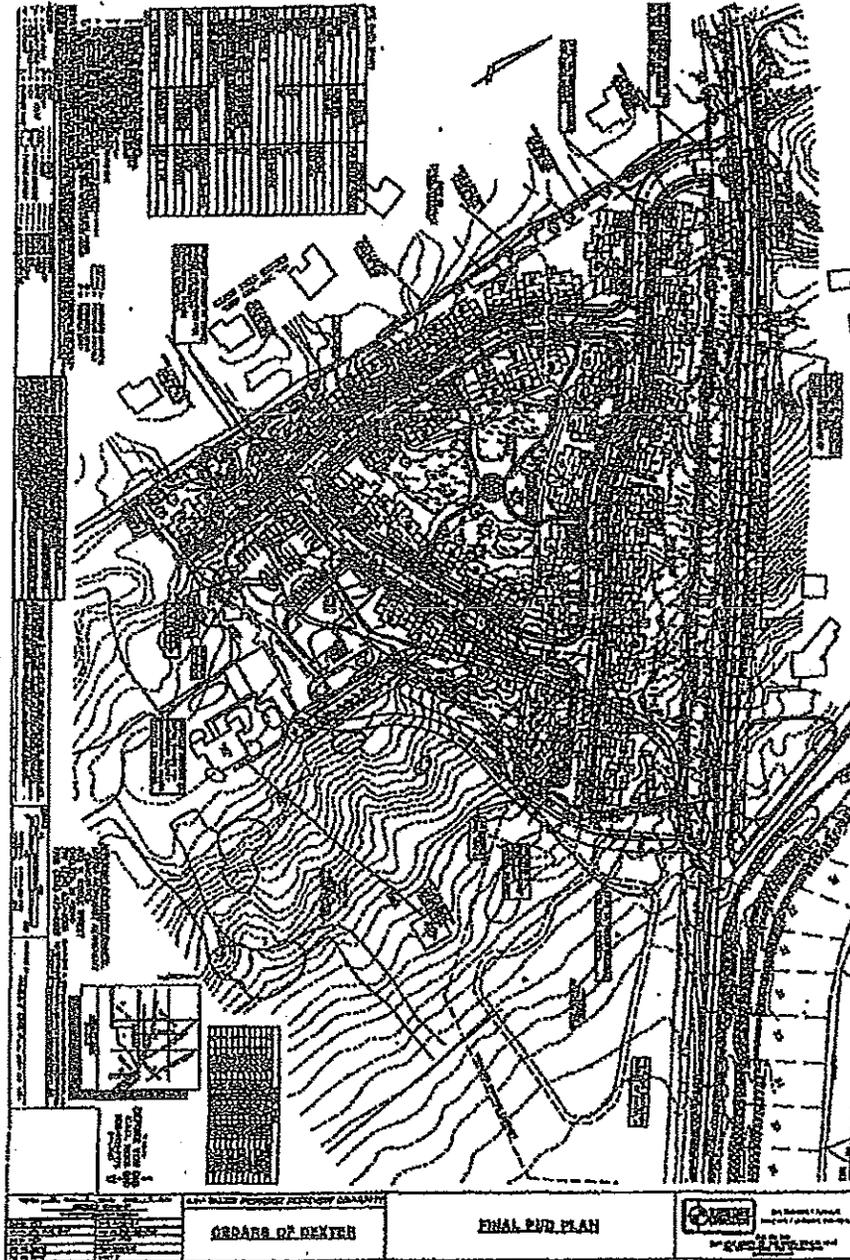


Exhibit 7



PETERS BUILDING CO.

172 S. INDUSTRIAL DRIVE • P.O. BOX 517
SALINE, MICHIGAN 48176
www.petersbuilding.com

(734) 429-4200

FAX: (734) 429-4878

RESIDENTIAL • COMMERCIAL • DEVELOPMENT

January 9, 2008

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

RE: WESTRIDGE OF DEXTER PUMP STATION REIMBURSEMENT

Dear Ms. Dettling:

Please accept this letter as Peters Building Co. authorization to waive the Village of Dexter reimbursement fees in the amount of \$16,612.00 due to our company for the connection to the Westridge of Dexter Sanitary Sewer Pump Station by the United Methodist Retirement Community, Inc. for the project consisting of 60 senior housing units, and one caretakers unit and 6,500 sq. ft. community center, also known as the Cedars of Dexter.

Peters Building Co. authorization to waive the reimbursement of the fees referenced above applies only if both the Village of Dexter and the United Methodist Retirement Community, Inc. have reached and entered into a development agreement for the Cedars of Dexter that is acceptable to both parties, on or before January 31, 2008.

Please feel free to contact me at your earliest convenience at (734) 429-4200.

Sincerely,

James G. Haeussler
President

JGH/lmr

Page: 23 of 25

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Lawrence Kestenberg, Neahtenaw

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