



**H. COMMUNICATIONS:**

1. Upcoming Meeting List
2. Sign Calendar

**Page # 7-8**

**I. REPORTS:**

1. Community Development Manager – Allison Bishop

**Page # 9-14**

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

Arts, Culture & Heritage Committee

Chelsea Area Planning Team / Dexter Area Regional Team

Dexter Area Chamber

**Dexter Area Fire Department – Ray Tell**

Downtown Development Authority Chair

**Farmers Market/Community Garden Representative – Ray Tell/Courtney Nicholls**

Gordon Hall Mgmt Team Representative

Huron River Watershed Council Representative

Library Board Representative

Parks & Recreation Commission .

Planning Commission

Washtenaw Area Transportation Study Policy Rep

Western Washtenaw Area Value Express Representative

**Page # 15-26**

3. Subcommittee Reports

Old DAPCO Site Redevelopment Team – Notes from February 14 meeting

Downtown Fire Detection

Economic Preparedness – March 7 at 3 p.m.

Facilities – March 21 at 5 p.m.

Website - Notes from February 15 meeting

**Page # 27-30**

4. Village Manager Report

**Page # 31-32**

5. President’s Report

**Page # 33-34**

**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: \$ 256,463.38

**Page # 35-40**

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

1. Consideration of: Mill Creek Park Site Plan

**Page # 41-52**

2. Discussion of: Medical Marihuana Related Zoning Ordinance Amendments  
Article 2, Definitions, of the Village of Dexter Zoning Ordinance – Add Medical Marihuana Dispensary and Medical Marihuana Home Occupation.  
Article 3, General Provision, of the Village of Dexter Zoning Ordinance – Amend Home Occupations and add Medical Marihuana Home Occupation.  
Article 8, Special Land Uses, of the Village of Dexter Zoning Ordinance – Add Medical Marihuana Dispensary and special land use regulations for Medical Marihuana Dispensaries  
Article 14, General Business (C-1) District, Special land Uses – Add Medical Marihuana Dispensary  
Chapter 22, Section 22-10, Municipal Civil Infraction, of the Village of Dexter General Code – Add fines for Medical Marihuana Dispensary violations.

**Page # 53-76**

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

1. Consideration of: Resolution Supporting the Brownfield Plan Amendment for BST Investments' 2810 Baker Road Brownfield Redevelopment Project

**Page # 77-102**

2. Consideration of: Scope of Services from JJR for bidding and construction engineering services for Mill Creek Park

**Page # 103-118**

3. Consideration of: Scope of Services for Warrior Creek Stairway

**Documentation to be  
provided on 2-26-11**

4. Discussion of: Right of Way Policy

**Page # 119-122**

**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. CLOSED SESSION FOR THE PURPOSE OF DISCUSSING LABOR  
NEGOTIATIONS AND POTENTIAL PURCHASE OF PROPERTY IN  
ACCORDANCE WITH MCL 15.268 Sec. 8**

**P. ADJOURNMENT**

DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, FEBRUARY 14, 2011

ITEM C-1

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

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

**B. ROLL CALL:** President Keough

J. Carson

D. Fisher

J. Smith

P. Cousins

J. Semifero

R. Tell

Also present: Donna Dettling, Village Manager; Carol Jones, Village Clerk; Courtney Nicholls, Assistant Village Manager; Allison Bishop, Community Development Director; Blair Selover, Administrative Public Works Superintendent; Kurt Augustine, Department of Public Works; Dan Schlaff, Department of Public Works; residents and media.

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting – January 24, 2011

Motion Smith; support Carson to approve the minutes of the Regular Council Meeting of January 24, 2011.

Unanimous voice vote for approval

**D. PREARRANGED PARTICIPATION**

None

**E. APPROVAL OF THE AGENDA**

Motion Smith; support Cousins to approve the agenda with the addition of updated Meeting List (H-1), Communications (F-1) and information under L-4 regarding Medical Marihuana, and information on project funding for the Mill Creek Park under item L-3.

Unanimous voice vote for approval

**F. PUBLIC HEARINGS**

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

Chapter 22, Section 22-10, Municipal Civil Infraction, of the Village of Dexter General Code – Add fines for Medical Marihuana Dispensary violations.

Action will not be taken.

The Public Hearing was opened at 7:34 PM. No one in the audience spoke at the Public Hearing. The Public Hearing was closed at 7:35 PM.

#### **G. NON-ARRANGED PARTICIPATION**

None

#### **H. COMMUNICATIONS:**

1. Upcoming Meeting List
2. Sign Calendar
3. January Citation Report
4. Washtenaw County Sheriff Community Report
5. Sunday Sales Liquor
6. Thank You Letter from the Dexter Area Chamber

#### **I. REPORTS**

##### **1. Washtenaw County Sheriff – Sgt. Gieske**

Sgt. Gieske submits her report as per packet. In addition Sgt. Gieske reported on the following: a) the Heart & Soul Run & Bike event held in May will not be going through the Village as in the past due to construction; b) the Dexter-Ann Arbor Run has changed directors but expect the June 5 event to be as seamless as in the past; c) Relay for Life has changed its venue to Monument Park and will be working with the group; d) the county has changed its community communication system to NIXLE which will increase the communication radius; and e) the sub-station is serving as a collection area for a Socks & Underwear Drive. Comments from Council included that because of the number of traffic stops in January is the visibility of the Sheriff's Department on the street slowing down the traffic and has Sheriff Clayton developed any protocol for marijuana dispensaries?

##### **2. Administrative Public Works Superintendent – Blair Selover**

Mr. Selover submits his report as per packet. In addition Mr. Selover reported on the following: a) Act 51 paperwork is done for Streets; b) commended the Department's efforts for snow cleanup (approximately 140 hours); c) completed the Staffing Analysis for the Department of Public Works; d) mentioned Larry's retirement and that due to another person on medical leave will be short staffed; e) Health and Safety training has continued as well as Training and Certification and trying to get the plant back where it should be; f) there is a shortage of space for sludge storage in the wastewater plant and trying to work out solutions; g) the Equalization Basin was started up; h) have done budget training for the streets department; and i) the generator has been repaired.

##### **3. Community Development Manager – Allison Bishop**

Ms. Bishop submits her report as per packet. In addition Ms. Bishop updated on the following: a) Planning Commission will hold a hearing on March 7 on the Capital Improvement Plan (CIP); b) mentioned that the Community Survey is a part of the Master Plan update; and c) responded to the proposed amendment to the two-story height requirement.

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

None

5. Subcommittee Reports

Downtown Fire Detection - None

Economic Preparedness – Meeting scheduled for March 7 at 3 PM

Facilities – None

Website – February 15 – 4 PM at the Village Offices

6. Village Manager Report

Mrs. Dettling submits her report as per packet. Mrs. Dettling gave the following verbal update: a) met with Orchard, Hiltz and McCliment and the Washtenaw County Road Commission regarding alley maintenance , most alleys are too small for the County’s equipment, will need to build them up with aggregate and looking at a cost around \$100,000; b) DAPCO Redevelopment Team met on February 14 with Jim Carson now serving as the chairman and will be meeting monthly; c) the Dexter Area Fire Department is working on an extended budget, should approve the 2011 budget on Thursday and have asked Mr. Seta to come to the February 28<sup>th</sup> Council meeting to discuss the contract and the budget; and d) down two people at the water plant with Larry leaving on the 28<sup>th</sup> and Keith out until May, looking for recommendations for staffing and appreciate the hard work done by Dan.

7. President’s Report

Mr. Keough submits his report as per packet. In addition Mr. Keough updated Council on the following: a) spoke about the tour of the Waste Water Treatment Plant and the good job done by Dan Schlaff in conducting the tour; b) praised Kurt Augustine on the snow removal by the streets department; c) commented on the DAPCO Redevelopment team and that they had only met twice in 2010; d) a Council workshop is planned for Saturday, February 26 to discuss funding; and e) Westridge Homeowners will met on February 20 to vote on the proposed easement.

**J. CONSENT AGENDA**

1. Consideration of: Bills and Payroll in the amount of \$271,124.23

Motion Fisher; support Semifero to approve item 1 of the consent agenda.

Unanimous voice vote for approval

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

1. Discussion of: Mill Creek Park Site Plan

Discussion included but was not limited to the following on the Mill Creek Park Plan: a) looking for feedback or questions on the \$1,000,000 to \$1,100,000 budget; b) question asked regarding the shape of the amphitheater, could it be square instead of round and would that reduce the cost; c) need for plenty of power at the amphitheater for performers; d) one change was the addition on an octagon rest area; and e) hope to hear from the Department of Environmental Quality by February 22, the plan would then go to the grant agencies for review and would like to bid in March.

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

1. Consideration of: Scope of Services from Orchard, Hiltz and McCliment to apply for State of Michigan S2 Grant and create a State Revolving Fund Project plan

Motion Carson; support Fisher to approve the Scope of Services from Orchard, Hiltz and McCliment to apply for the State of Michigan S2 Grant and create a State Revolving Fund Project Plan for an amount not to exceed \$54,600 and to amend the 2010-2011 Sewer Fund with funds taken from the Sewer Fund Reserve.

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

2. Consideration of: RESOLUTION TO SUPPORT MOVING FORWARD WITH THE PROCESS OF FORMING A REGIONAL FIRE DEPARTMENT THAT INCLUDES SCIO TOWNSHIP, DEXTER TOWNSHIP, WEBSTER TOWNSHIP AND THE VILLAGE OF DEXTER

Motion Semifero; support Carson to approve the Resolution to support moving forward with the process of forming a Regional Fire Department that includes Scio Township, Dexter Township, Webster Township and the Village of Dexter.

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

3. Discussion of: Westside Connector Update  
Potential Funding Allocation  
Review of Easement to Washtenaw County and Huron Clinton Metropolitan Authority Quit Claim

Discussion included but was not limited to the discussion of the trail, consideration of a swap of funds with Washtenaw County Parks to speed up the

time line for the projects, take away obstacles as well as saving on matching funds. Ms. Bishop asked Council if they would support the swapping of funds, agree to an easement through Warrior Creek Park and take over the 100 foot easement in the Westridge subdivision.

4. Discussion of:      First Reading of Medical Marihuana Related Zoning Ordinance Amendments  
Articles 2, Definitions, of the Village of Dexter Zoning Ordinance – Add Medical Marihuana Dispensary and Medical Marihuana Home Occupation.  
Article 3, General Provisions of the Village of Dexter Zoning Ordinance – Amend Home Occupations and add Medical Marihuana Home Occupation.  
Article 8, Special Land Uses, of the Village of Dexter Zoning Ordinance – Add Medical Marihuana Dispensary and special land use regulations for Medical Marihuana Dispensaries.  
Article 14, General Business (C-1) District, Special land Uses - Add Medical Marihuana Dispensary.

Ms. Bishop presented on overview of the Medical Marihuana Zoning Ordinance Amendments. Trustees Smith and Fisher provided handouts from the Michigan Municipal League's Conference on the issue.

#### **M. COUNCIL COMMENTS**

Cousins	None
Tell	None
Fisher	None
Jones	None
Smith	None
Semifero	Have an issue with the left-hand turn from Main to Broad Street and the length of time of the light.
Carson	None

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

Larry Reynolds of 4802 Broadway, Commerce Township and operates Trustworthy Holistic Caregivers in Garden City extended an invitation to Council to visit his Facility.

At 9:27 PM a recess was taken and the meeting resumed at 9:32 PM.

#### **O. CLOSED SESSION FOR THE PURPOSE OF DISCUSSING LABOR NEGOTIATIONS AND POTENTIAL PURCHASE OF PROPERTY IN ACCORDANCE WITH MCL 15.268 Sec.8(c)**

Motion Smith; support Tell to move into closed session at 9:32 PM for the purpose of discussing labor negotiations and potential purchase of property.

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

Motion Smith; support Carson to leave closed session at 10:37 PM.

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

**P. ADJOURNMENT**

Motion Cousins; support Semifero to adjourn at 10:37 PM.

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

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

## 2011 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Dexter Village Council Work Session	2/26/2011	9:00 a.m.	Dexter District Library	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Dexter Village Council	2/28/2011	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Planning	2/28/2011	7:30 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Dexter Village Arts, Culture & Heritage Committ	3/1/2011	6:00 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Washtenaw Area Transportation Study- Technical	3/2/2011	9:30 a.m.	Road Commission Offices	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Rhett Gronewelt
Washtenaw County Board of Commissioners	3/2/2011	6:45 p.m.	Board Room, Admin Building	<a href="http://www.ewashtenaw.org/government/boc/">http://www.ewashtenaw.org/government/boc/</a>	
Dexter Area Historical Society	3/3/2011	7:30 p.m.	Dexter Area Historical Museum	<a href="http://www.hvcn.org/info/dextermuseum/">http://www.hvcn.org/info/dextermuseum/</a>	
Village Economic Preparedness Committee	3/7/2011	3:00 p.m.	Village Offices	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Jim Smith, Donna Fisher
Dexter District Library Board	3/7/2011	7:30 p.m.	Dexter District Library	<a href="http://www.dexter.lib.mi.us/">http://www.dexter.lib.mi.us/</a>	
Dexter Village Planning Commission	3/7/2011	7:30 p.m.	Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Jim Carson
Dexter Community Schools Board of Education	3/7/2011	7:00 p.m.	Creekside Intermediate School	<a href="http://web.dexter.k12.mi.us/">http://web.dexter.k12.mi.us/</a>	
Scio Township Board	3/8/2011	7:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Dexter Area Chamber of Commerce	3/9/2011	8:00 a.m.	Copeland Board Room	<a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>	Paul Cousins

AGENDA 2-28-11  
ITEM H-1

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

Month	Name of Group	Dates	Number Approved	Approval Date	Locations	Name of Group	Dates	Number Approved	Approval Date	Locations	
January	St. Andrews - Blood Drive	Dec 23-3	2 - 28" x 22"	12/9/2010	8, 22						
	Friends of the Library - Book Sale	6-8	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20						
February	K of C - Rummage Sale	Jan 21-5	5 - 18" x 24"	1/7/2011	1, 5, 10, 6, 2						
	St. Andrew's - Monthly Dinner	Jan 28-3	1 - 36" x 24"	12/9/2010	8						
	Encore Theatre - Intermittent	Jan 20 - 20	2 - 36" x 24"	1/31/2011	15,16						
	Friends of the Library - Book Sale	3-5	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20						
	Knights of Columbus - Fish Fry	12-26	5 - 18" x 24"	1/24/2011	1, 6, 5, 2, 10						
March	Community Band - Concert	14-27	2 - 2' x 4'	1/31/2011	1,3,5						
	Community Orchestra - Concert	Feb 23-6	2 - 3' x 4'	1/3/2011	5, 9						
	St. Andrew's - Monthly Dinner	Feb 25-3	1 - 36" x 24"	12/9/2010	8						
April	Friends of the Library - Book Sale	3-5	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20						
	Historical Society - Art Fair	7-19	2 - 5' x 6'	12/15/2010	1, 2, 5, 7, 10						
	Friends of the Library - Book Sale	March 31-2	3 - 18" x 24"	11/19/2010	1,4,16, 19, 20						
	St. Andrew's - Monthly Dinner	1-7	1 - 36" x 24"	12/9/2010	8						
May	St. Andrews - Blood Drive	14-25	2 - 28" x 22"	12/9/2010	8, 22						
	Encore Theatre - Intermittent	April 7 - 8	2 - 36" x 24"	1/31/2011	15,16						
	Community Band - Concert	April 18-1	2 - 2' x 4'	1/31/2011	1,3,5						
June	Friends of the Library - Book Sale	2-4	1 - 36" x 24"	12/9/2010	8						
	Friends of the Library - Book Sale	5-7	1 - 36" x 24"	11/19/2010	1,4,16, 19, 20						
	Community Orchestra - Concert	11-22	5 - 18" x 24"	1/3/2011	5, 9						
Location Listing:	1 - Baker/Main, 2 - Central/Mill, 3 - Dexter Ann Arbor/Copeland, 4 - Main/Alpine, 5 - Baker/Cemetery, 6 - Monument Park, 7 - Creekside, 8 - 7610 Dexter Ann Arbor, 9 - Peace Park, 10 - Dexter Ann Arbor/Limits, 11 - Comerstone, 12 - Bates, 13 - 3443 Inverness, 14 - 7720 Ann Arbor Street, 15 - S. Main/Broad, 17 - Edison/Ann Arbor Street, 18 - Dover/Fifth, 19 - Central/Fifth, 20 - Broad/Fifth, 21 - Mill Creek Middle School, 22 - Fourth/Inverness, 23 - Dexter Bakery, 24 - Lighthouse, 25 - Dexter Pharmacy 2, 26-Warrior Creek Park Driveaway, 27-Dexter Flowers, 28-Terry B's, 29-7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33-Lions Park, 34-Lions Park, 35-Dexter Crossing Entrance, 36 - Dan Hoey/Dexter Ann Arbor, 37 - Dover/Main, 38 - Fourth/Central, 39 - Baker/Hudson, 40 - Inverness/Ann Arbor										

\*\* Connexions Church received permission to place 4 signs on Sunday mornings through 2011 in locations -- 1,5,36,21

228-11  
14-2



## Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: REPORT  
Date: February 23, 2011

**Mill Creek Park Update** – Attached is a letter from the MDNRE permitting coordinator. The letter states that the permit will be issued following a few changes to the stream design. The Village's consultants are discussing how to proceed from here; however they have been instructed to provide the requested information so that the Village can move forward with the parks project. It is anticipated that the Village will have a permit within the next 2 weeks. See the Mill Creek Park scope memo for tentative schedule of next steps.

**Subdivision Connector** – On Saturday February 19, 2011 the Westridge HOA had a meeting and voted in favor of granting the necessary easement for construction of the trail. The easement documentation for both the Subdivision Connector easement and transfer of the HCMA 100 foot easement should be signed by the end of the week. The Village will then record the information and wait for permitting approval from the MDNRE and coordinate the project with URS and the County. The construction is anticipated to commence after May 1, 2011.

**Subdivision Connector Site Plan** – Attached is the Subdivision Connector site plan for your reference. The plan will be before Council on the 14<sup>th</sup> for approval. The Parks Commission has recommended approval of the plan and the Planning Commission will review the plan on March 7, 2011.

**County Parks, Village and Road Commission Funding Agreement** – Staff is still working on an agreement for the funding exchange related to trail projects in collaboration with County Parks, the Road Commission and the Village. The tentative plan is to have something for Council review on the 14<sup>th</sup>. Staff needs direction on the projects selections that Council has decided on and that are consistent with the goals of the County's Border to Border (B2B) Initiative. The Projects that have been discussed with the most detail are Mill Creek Park Phase 1, Subdivision Connector and the Stairway from Warrior Creek Park to Alpine Street which combined reaches the \$458,000 funding.

**Warrior Creek Stairs Scope of Services** – URS and JJR are both preparing scope of services for the Village to consider for the design and construction administration of the Warrior Creek to Alpine Street stairs. The scopes are due by the end of the week and will be provided for Council's review and discussion at the workshop Saturday. The information will be emailed on Friday for your reference and in front of Council likely on March 14<sup>th</sup>.

**Easter Egg Hunt** – The Parks and Recreation Commission has scheduled the first Easter Egg Hunt for April 23, 2011 at Community Park. The goal of the project is to bring residents and others attention to the park and the parks resources and activities. Currently the perception is that Community Park is a private Huron Farms park. The event will take place from 10am-noon and be open to 250 children ages 10 and under. There will be an egg hunt for 3 age groups. An Easter Bunny will be there and the

donations for the program are being solicited. Dexter Pharmacy and Stucchis have agreed to assist and coordination and information sharing has occurred with HCMA and there interpreter who organizes the Hudson Hills event. Publicity for the event will start in March.

**Chamber Update** – The Chamber Annual dinner is Thursday March 10<sup>th</sup>, the Village has purchased 10 tickets, please let Donna know if you would like to attend. Dexter Daze and Summer Series event planning is in full swing. The summer series would like feedback on placement of porta potties for the entire summer. The one complaint about the event is the lack of available bathroom facilities. The owner of the old Cottage Inn building will be contacted about placing the porta potties on his property (more out of site), however does Council object to the facilities being left at the park June – August? The annual phone directory and map update through Novo print will start soon. The Chamber has approved redesign of the website through Realize Websites, the unveiling will likely occur in June. The Chamber is supporting and sponsoring a first (possibly annual) canoe race along the Huron River this Mat 21<sup>st</sup>. There are potentially 150 people that will attend the event and patronize the downtown. The Chamber would like to host a joint event with guest speaker State Representative Mark Ouimet to discuss the potential State budget impacts to the area. The date and location are TBD, however the Chamber would like to co-host the event with the Village, Scio, Webster and Dexter Townships to facilitate collaboration in the future.

**ZBA** – The ZBA met of February 22, 2011 and denied a request for a waiver of the second floor signage prohibition. The Planning Commission will review the sign standards for multi-tenant buildings as a result. ZBA Notice of Decision to follow.

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

Thank you.

MICHIGAN DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENT

INTEROFFICE COMMUNICATION

TO: James Sallee, Environmental Quality Analyst  
Pat Durack, Floodplain Engineer

FROM: Kip R. Cronk, Inland Lakes and Streams Program Coordinator  
Joe Rathbun, Environmental Quality Analyst  
Ralph Reznick, Senior Nonpoint Source Engineer

DATE: February 17, 2011

SUBJECT: 09-81-0074-P

We have reviewed the plans submitted for 09-81-0074-P and recommend the following design changes for in-stream structures and stream bank protection that will minimize the environmental impact while still allowing the project purpose to be met. We do not believe the proposed project minimizes the adverse impact on the aquatic resources and therefore recommend the project be modified to our recommendations or be denied.

We have determined that the following measurements, as proposed by the applicant, are appropriate for this project:

Channel Width	60'
Stream Slope	0.05%
Bankfull Discharge	700 cfs
Bankfull Elevation	841.2 upstream end; 836 downstream end

We recommend the following design changes to ensure that we accomplish the project purpose while maximizing the environmental function of the stream:

**1. Minimize the amount of riprap used along the stream banks and the stream bottom.**

We would encourage the applicant to expand their use of bioengineering methods as appropriate throughout the project area to stabilize stream banks and reduce the amount of hard (rock) armoring. At a minimum we recommend live stakes (only plants native to Michigan) be placed throughout the stream bank riprap to encourage vegetative growth and improved habitat. The proposed use of seed in the riprap has minimal chance of establishment and survival. We suggest the applicant reference Chapter 16, *Streambank and Shoreline Protection*, of the NRCS Engineering Field Handbook for design criteria.

**2. Proper Spacing of Riffles.** The proposal to space riffles as little as 2 bankfull widths apart does not meet proper design criteria and should be modified to mimic natural streams, which have been found to be on average 5 to 7 bankfull widths apart. To enhance stream channel development, including enhanced pool and riffle habitat development, we recommend the riffles be properly spaced at 5-7 bankfull widths apart.

**3. Proper Design of Riffles.** The configuration of the riffle structures shown on the December 30, 2010 plans do not resemble riffle structures found naturally nor does the proposed design follow any acceptable stream geomorphology design. We recommend the proposal be modified

to use a commonly used design, such as, a Newberry Riffle with a 1/4 upstream slope and a 1/10 to 1/20 downstream slope. The Newberry Riffle will allow proper hydraulic lift over the structure to allow for the movement of sediment. This design will allow for the establishment and maintenance of a natural riffle and pool complex that will significantly increase habitat values within the project area. The current design provides no hydraulic lift over the structure to move sediment leading to deposition on the structure. For your information, we have attached a detailed explanation and references to this memo.

**4. Monitoring.** Any authorization of in-stream structures should include permit language to include the applicant be responsible to monitor the site every other year for 10 years to ensure the performance of the structures and to maintain the structures as needed.

**5. Draft Permit.** If the applicant agrees to the modification as stated in this memo we suggest issuing a modified counter signature permit stating all plans shall be approved by the DNRE before the project goes out to bid. In addition we suggest language that requires certified as-built plans be submitted to the DNRE for review. These two permit conditions would allow the process to move ahead at this time and ensure the structures are properly designed.

Thank you for considering our comments. We are available to meet any time with you or the applicant to discuss our recommendations. We believe the above recommendations are reasonable and necessary for the long term health of the stream system and are required to meet the permit criteria established in Part 301.

If you should have any questions about this memo, please do not hesitate to contact us for clarification.

## **RIFFLE DESIGN WITH REFERENCES**

Riffles occur naturally as heavier rock, or gravel, are moved by stream flow such that a riffle forms with a short, steep slope on the upstream side, a small crest and a long, flat downstream slope. The riffle structures identified on the current plan are essentially flat layers of rock on the stream bottom with excavated pools in between. Additionally, there was no information provided to show the frequency and average depth of the pools shown are appropriate for this reach. With the low channel slope and large sediment load from upstream it can be expected that the pools will quickly fill in.

The Newberry design, or a similar design, should provide sufficient velocity to move sediment through the crest of the structure and provide a small pool on the backside of the structure. If deeper pools, similar to the excavated pools currently shown on the plans, are desired then cross vanes should be spaced to mimic natural riffles. The cross vane installed on the downstream side of the bridge is an example of providing the same level of grade stabilization and channel stability while maintaining a deeper pool.

The higher sediment transport capacity and deeper pools created by Newberry riffles or cross vanes will also have desirable ecological impacts. Sediment deposition on the essentially flat, bed-armoring "riffles" in the plans will substantially decrease their suitability as habitat for benthic macroinvertebrates. The sediment-clearing capabilities of a Newberry riffle should support greater populations of lithophilic macroinvertebrates like caddisflies, stoneflies and mayflies. In addition, streams with alternating rocky riffles and deeper pools may be expected to support larger numbers of smallmouth bass.

Grade stabilization structures must be keyed into the bed and bank in a similar manner as you have done with the existing structures. The footer or key rock in the bed must be placed at a depth sufficient to sit on stable soils. Placing footer or key rock in silts or peat accumulated behind the dam is not considered stable.

Additional information on the design criteria and river morphology can be found in the following references;

Luna B. Leopold, M. Gordon Wolman, John P Miller, "*Fluvial Processes in Geomorphology*" 1964.

Robert W. Newbury, Marc N. Gaboury, "*Stream Analysis and Fish Habitat Design. A Field Manual*" 1993.

U.S. Department of Agriculture, NRCS, "*Stream Restoration Design*" National Engineering Handbook Part 654. 2007.

The following table shows the results of the survey conducted in the year 2000. The data indicates that the majority of respondents are satisfied with the current state of affairs, although there is a significant portion who are dissatisfied. The reasons for dissatisfaction are primarily related to the economy and the government's policies.

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

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

## MEMO

**To: President Keough and Council Members**  
**From: Trustee Tell & Courtney Nicholls, Assistant Village Manager**  
**Date: February 23, 2011**  
**Re: Farmers Market/Community Garden Oversight Committee**

On Tuesday, February 22 the Farmers Market/Community Garden Oversight Committee held their second meeting of 2011. The Committee approved the applications for both activities. These applications will be available on the Village website and mailed to our mailing lists on March 1. The plot fee for the Community Garden will remain the same at \$50 per plot. The seasonal fee for the Farmers Market was raised from \$100 to \$120.

This season we will be soliciting sponsors for the Garden and Market. A copy of the letter that will be sent to local businesses is provided. Our goal is to encourage community involvement, increase awareness and raise additional revenue to support both of these activities.

Committee member Molly Smith, who works for Walkabout Creek, has offered to donate \$1000 toward the purchase of a portable handwashing station that can be set up at the Farmers Market. Staff will be looking into making this purchase by the time the produce starts to come in – usually around the beginning of July.

**FARMER'S MARKET/COMMUNITY GARDEN  
OVERSIGHT COMMITTEE  
TUESDAY, FEBRUARY 22, 2011  
6:00 p.m.**

**THE VILLAGE OF DEXTER**

1) Farmers Market

Finalize Application for 2011

Publicity: Advertising ideas for the start of next season

2) Advance Planning for Farmers Market events:

Mother's Day – May 7

Gardening Information Table – May 21

Gardening Information Table – June 4

Father's Day – June 18

4<sup>th</sup> of July – July 2

Pumpkin Painting - October 22

Pumpkin Painting – October 29

3) Community Garden

Finalize Application for 2011

4) Review of Letter Soliciting Sponsorships

Is there a Committee member interested in helping with the coordination of chef demonstrations if a local chef is interested?

Goal is to have all applications available online on March 1. Availability will be advertised through the Village website, Facebook page, e-mail list, Chamber e-blast and library LCD display.

**Suggested next meeting date – March 22 at 6 p.m.**



# VILLAGE OF DEXTER-FAMERS MARKET

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  
*Trustee*

Paul Cousins  
*Trustee*

Donna Fisher  
*Trustee*

Joe Semifero  
*Trustee*

James Smith  
*Trustee*

## Administration

Donna Dettling  
*Manager*

Carol Jones  
*Clerk*

Marie Sherry, CPFA  
*Treasurer/Finance Director*

Courtney Nicholls  
*Assistant Village Manager*

Allison Bishop, AICP  
*Community Development Manager*

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

March 1, 2011

To: Farmers Market Vendors

Opening day for the Dexter Farmers Market will be May 7, 2011. Vendors can come to the market at **no charge** during the month of May. Our seasonal rate for Saturdays & Tuesdays will be \$120.00. Vendors who choose to pay this fee will receive the added bonus of having their business name mentioned in the advertisement for the market throughout the season and be able to secure an assigned space.

Many of you know, last year the State of Michigan implemented new laws concerning the Cottage Food Industry (The manufacture of certain types of foods made in an unlicensed home kitchen, that can be sold at a market). If you are applying to be a Cottage Food vendor at the market we would ask that you comply with the State of Michigan requirements for types of foods that can be sold and also following the guidelines for proper labeling. **\*\* See attached Cottage Food Labeling Guide and Frequently Asked Questions.**

Enclosed for your review is the Market application and Operating Guidelines. **Please be sure to carefully review the Operating Guidelines for 2011, we have made some changes that may impact you at the market.**

Please feel free to contact me at 734-423-8303 x10 if you have any questions.  
See you in May!

Sincerely,

Brenda Tuscano  
Market Manager



## 2011 DEXTER FARMERS MARKET APPLICATION

Located at: 3233 Alpine St., Dexter  
MAIL APPLICATION TO: 8140 MAIN STREET, DEXTER MI 48130  
(734) 426-8303 X 10; FAX: (734) 426-5614

### CONTACT INFORMATION

Name

Street Address

City, State, Zip Code

Email/Website:

Home/Cell Phone

Work Phone

### Products

Please list all products to be sold at the market:

### License & Inspections:

List the license numbers and inspection numbers required for the operation of your business or sale of product:

Michigan Sales Tax: License Number: \_\_\_\_\_

Nursery/Plant Dealer: License Number: \_\_\_\_\_ Date of Last Inspection: \_\_\_\_\_

Date of Last Health Inspection: \_\_\_\_\_

**Note: A Health Inspection is required on all products such as baked goods (Cottage Food exempt), candy, cider, poultry, honey, eggs, etc. The Health agencies that govern this market operation are: Washtenaw County Health and Michigan Department Agriculture.**

**Copies of any inspections by these agencies and licenses must be attached with a sample of your label.**

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. By signing below, I certify that I have read, understand and will adhere to all applicable guidelines as stated in the Operating Guidelines. I further understand that failure to comply with these specific guidelines, my participation in the Dexter Farmer's Market could be terminated.

Name (printed)

Signature

Date:

### Our Policy

It is the policy of this organization to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age or disability.

## Operating Guidelines

### 1) **Registration and Fees:**

Vendors will be required to complete the attached registration form. Village staff shall verify information is complete and fees are paid. Season pass fees are \$120 per season per stall (a savings of \$140, which include Tuesdays free) or \$10 per stall per market day. If you rent two stalls you are required to pay double fees. If you wish to come on Tuesday's only you may pay \$50 for the seasonal fees or \$5 per day. Season passes are available May-June 15<sup>th</sup>. All vendors who pay for seasonal fees will be listed on the website as a regular vendor at the market.

### 2) **Hours and Days of Operation/Loading and Unloading:**

Weather permitting the Market should open May 7, 2011. The Market will be open Saturdays from 8 am to 1 pm and Tuesdays from 3 pm to 7 pm until October 25, 2011. Selling will not begin prior to official opening time (8 am Saturday/ 3 pm Tuesday) and will end promptly at 1 pm Saturday and 7 pm Tuesday. Set-up and unloading shall take place one hour prior to market opening, please remove vehicle immediately after unloading. **Vendors with assigned spaces must be at their space by 7:30 am unless prior arrangements have been made with the Market Manager.** You may contact the Market Manager at the Village offices at 734-426-8303 x 10 or 734-260-0768. *Vendors shall NOT park in on-street spaces on Alpine Street during market hours. Parking is available behind PNC Bank (8123 Main Street).*

### 3) **Application and Products to be sold:**

All vendors must complete an application listing the types of products to be sold during the season and all produce must be grown within a 100 mile radius within the State of Michigan. Fresh, high quality fruits, vegetables, herbs, honey, jams and jellies, baked goods, cheese, vinegars, cider, maple syrup, flowers, bedding plants, potted plants, handmade crafts, artwork and other items at the discretion of the Market Committee. Craft vendors must make their own crafts or artwork, if you do not make what you sell please indicate who makes it and it must be handmade by a local Michigan crafter.

### 4) **Space:**

Stalls are approximately 8' x 6'. Spaces will be assigned by the Village Market Manager. Please set up at the same stall every week. Vendors who need more than one stall should make arrangements with the Market Manager by May 7, 2011.

### 5) **Signage:**

Vendors must clearly display the name of their business and post prices for all items being sold. **Food and Produce Vendors must provide signage that specifically indicates where food is grown, produced or if purchased from another farm.**

### 6) **Market Manager:**

When possible, Vendors will share the duties of the Market Manager.

### 7) **Clean-up:**

Vendors are responsible for cleaning all trash and waste within and around their allotted space. A refuse container will be provided on site for end of day clean-up.

### 8) **Licenses, Inspections and Hold Harmless Agreement:**

All vendors are required to secure proper licenses and inspections for their products and to provide this information on the registration form. The Dexter Farmer's Market and the Village of Dexter are not liable for any non-compliance with Michigan Department of Agriculture or the Washtenaw County Health Department. Please sign the attached Hold Harmless agreement and return with your application.

### 9) **Cottage Food Vendors:**

Please read attached information obtained from the State of Michigan regarding the new Cottage Food Laws. The Village of Dexter would like to encourage vendors who produce non-potentially hazardous foods in their homes to obtain Liability Insurance.

\*Dexter Farmer's Market is a non-smoking Market



**Dexter Village Community Garden**  
**2011 Plot Application**

*Dexter Village community garden will accept applications and assign plots to new gardeners on a first come first serve basis. Plots will first be assigned to Dexter Village residents only until May 30<sup>th</sup>, after May 30<sup>th</sup> available plots will be assigned to all on a first come first serve basis. Returning gardeners may apply by May 30<sup>th</sup> to insure their plots assignment of last season.*

Contact information is requested for all adults gardening in the community garden.

**Name of primary gardener:** \_\_\_\_\_

**Name of other gardeners:** \_\_\_\_\_

**Address of primary gardener:** \_\_\_\_\_

**Email of primary gardener:** \_\_\_\_\_

**Email of other gardeners:** \_\_\_\_\_

**Telephone of primary gardener:** \_\_\_\_\_

**Telephone of other gardeners:** \_\_\_\_\_

Garden plots measure 20x20'. Half plots 10x20' are also available.

Please place an "x" for your plot preference:

Full plot \$50 \_\_\_\_\_ Half plot \$25 \_\_\_\_\_ Date Payment Received \_\_\_\_\_

The Dexter Village community garden welcomes donations, which ensure the sustainability of this program: \$ \_\_\_\_\_

**Please read the following Gardening Agreement and sign below:**

Gardening Agreement

As a Dexter Village community garden gardener I agree to abide by the Dexter Village community garden gardening guidelines and the following list of rules.

1. Take steps to maintain and improve the soil in my plot using organic gardening methods and agree to use only organic gardening methods in my plot.
2. Keep my plot and pathways adjacent to it well maintained and free of weeds.
3. Notify the garden coordinator immediately if I cannot for any reason maintain my plot. Failure to notify may result in forfeiture of plot.
4. Begin gardening in the community garden only after the garden has been staked out and officially opened.
5. Clear my community garden plot of all non organic materials (fencing, rocks, string, string, wires, stakes) and shred or remove all woody plant debris no later than the end of the day October 15<sup>th</sup>.
6. Accept that the Village of Dexter and the Village of Dexter community garden accepts no liability for persons or property in the garden and sign a Hold Harmless Agreement.

Signed: Primary Gardener \_\_\_\_\_

Signed: Other Gardeners \_\_\_\_\_

Date: \_\_\_\_\_

Please mail signed agreement and check made out to the Village of Dexter, 8140 Main St., Dexter, MI 48130

**Dexter Community Garden  
Gardening Guidelines  
2011 Season**

Dexter Community Garden hopes you enjoy your community garden experience and would like to encourage you to garden in socially and environmentally responsible ways. Fertilizers and pest control measures which may be used in the garden plots are those which are accepted by major organic certification agencies. In general, soil fertility is maintained by creating optimal conditions for soil biological activity through processes like crop rotations and the maintenance of soil organic content. Judicious use of organic and natural mineral soil amendments is also practiced, and in some cases processed mineral fertilizers may be acceptable for short-term use. Guidelines for permissible gardening practices and land use practices are given below:

**Weed Control**

Herbicides of any kind are **prohibited** in the garden plots, as they are hazardous to human health, may kill or damage desirable crops, drift into neighboring gardens, or persist in the soil. Hoeing, mulching, and hand weeding are recommended.

**Insect Control**

Synthetic insecticides are **prohibited** in the garden plots. Preferred control methods are crop rotation, hand picking of insect pests, introduction of predator species, such as ladybugs, companion planting, soil solarization, and biological controls, e.g. *Bacillus thuringiensis*, a bacterium that controls cabbage worms. As a last resort, natural botanicals, i.e. rotenone and pyrethrum (that break down quickly and do not leave harmful residues in the soil) may be used.

**Disease Control**

Most problems can be controlled if you maintain a healthy soil, choose disease-resistant varieties, water judiciously, and remove diseased plants from the garden.

**Fertilizers and Soil Amendments**

Commercial inorganic fertilizers (i.e., 5-1-5, Miracle Grow, etc.) are **prohibited**. Products of plant or animal origin, i.e. compost, leaf mold, livestock manure, blood and bone meal, cover crops, fish emulsion, kelp meal, liquid seaweed, and commercial organic fertilizers are acceptable. Natural mineral fertilizers, i.e. greensand, granite dust, and ground limestone, are also acceptable. Gardeners are strongly urged to add as much organic material (i.e. compost, leaf mold, and manure) as possible to their plots to maintain soil fertility.

**Non-Acceptable Plants**

Dexter Community Garden cannot allow plants with the following characteristics to be grown in any of the gardens:

- Invasive species, i.e. mint, comfrey, etc.
- Trees, bushes, or other woody perennials
- Illegal or dangerous plants

**End of Season Community Garden Closing Information**

- Remove all fencing, cages, stakes, string, plastics and all other non-organic material from your garden and take them home with you. Do not place any material in sheds. Remove rock borders and large rocks and put them in designated rock piles.
- Pull out all plants that have tough stalks or long vines, such as sunflowers, corn, pumpkin, etc, and cut them into 12-inch pieces. These can be spread around your site, to be plowed under later in the fall. Similarly, chop all non-infected plant materials into 12-inch pieces and spread around your plot. Please do not leave them in piles or throw them outside the garden perimeter. If you have un-used bales of hay, spread them throughout your plot.
- Remove all tomatoes and diseased or once infected materials from your plot and discard at home.

**Parking and Land Use at garden site**

1. Park vehicles only in designated areas at the garden site.
2. Dogs and other pets are not permitted at the garden site.
3. Please dispose of trash at home.
4. It is unsafe to go into or climb on any of the buildings on the Dan Hoey property (other than the shed designated for tools). Please enjoy the community garden portion of the property but keep away from the structures.
5. Hours of operation for the garden are dawn to dusk.
6. Power equipment is not allowed in the community garden.

**INDEMNIFICATION, HOLD HARMLESS/RELEASE AND  
ASSUMPTION OF RISK AGREEMENT**

To the fullest extent permitted by law, \_\_\_\_\_ agrees to defend, pay on behalf of, indemnify, and hold harmless the Village of Dexter, its elected and appointed officials, employees and volunteers and others working on behalf of the Village of Dexter any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village of Dexter, its elected and appointed officials, employees, volunteers or others working on behalf of the Village of Dexter, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or in any way connected or associated with my participation in the Community Garden.

CAUTION: This document release liability, results in assumption of risk, and provides for indemnification and hold harmless of the Village of Dexter by Participant. Please read carefully before signing.

VILLAGE OF DEXTER

PARTICIPANT:

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

\_\_\_\_\_  
Signature of Participant

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

\_\_\_\_\_  
Print Name of Participant

Dated: \_\_\_\_\_

Return an executed copy of this document to:

Donna Dettling  
Village Manager  
8140 Main Street  
Dexter, MI 48130

Fax# 734-426-5614  
[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)



## VILLAGE OF DEXTER

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

### Village Council

Shawn Keough  
*President*

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*Community Development Manager*

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www.  
villageofdexter.org

March 1, 2011

Dear Business Owners:

Planning has started for the 2011 Farmers Market and Community Garden season. This year we are offering several sponsorship opportunities for local businesses. An outline of these opportunities is provided below. Sponsors will be recognized in the Village e-mail update, newsletter, website, Facebook page, and (if applicable) on the day of the event.

Farmers Market Crafts - \$50:

Mother's Day – May 7

Father's Day – June 18

4<sup>th</sup> of July – July 2

Pumpkin Painting – October 22 & 29

Community Garden:

Seed/Supply sponsor - \$25

Plot sponsor - \$50

If you are a chef and are interested in doing a demonstration at the Farmers Market please contact \_\_\_\_\_.

Sponsorships will be assigned on a first come first served basis. If you have any questions please don't hesitate to contact me.

Sincerely,

Courtney Nicholls  
Assistant Village Manager



## VILLAGE OF DEXTER

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

---

Yes, I am interested in being a Farmer's Market/Community Garden sponsor.

Farmers Market Craft - \$50:

- Mother's Day – May 7
- Father's Day – June 18
- 4<sup>th</sup> of July – July 2
- Pumpkin Painting – October 22
- Pumpkin Painting – October 29

Community Garden:

- Seed/Supply sponsor - \$25
- Plot sponsor - \$50

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/E-Mail: \_\_\_\_\_

Village of Dexter  
Website Committee  
Tuesday, February 15, 2011

AGENDA 2-28-11  
ITEM I-3

Present: Jim Smith, Donna Fisher, Shawn Keough, Courtney Nicholls, Marie Sherry  
Guest: Victoria Schon (Arts, Culture and Heritage Committee)

**Purpose of Committee:** Develop a plan for improving the Village's website with consideration for content, navigation, readability, design, use of standards and ease of maintenance.

1. Current Status Review

Marie has been making incremental changes to improve the functionality of the current website, including standardizing naming conventions, re-organizing files and updating the look of the pages.

Heading changes and page reformatting is being done to the entire site but will not go live until all pages are complete.

2. Discussion of Village sub-sites

The Arts, Culture & Heritage Committee (ACH) is interested in creating a web presence. Discussion was held about the importance of keeping sites of any committees/boards/commissions under the "umbrella" of the main Village site. This is important to ensure that content is uniformly regulated and the look of the pages is consistent.

The Committee feels it would be best to incorporate more ACH content on the current site and then include the creation of a new ACH page in the upgrade of the Village website.

3. Updated Software Needed

Likely that more users will need the full version of Adobe Acrobat Pro so that content can be formatted and loaded by multiple staff members.

4. Proposed Approach

General agreement was reached that the Committee should explore the idea of contracting out the development of a new website. Clear goals and standards for the site need to be established so they can be included in a request for proposal.

Timeline

March/April – Establishment of website design guidelines and creation of RFP

May 1 – RFP's go out to website developers

June 1 – Cost estimate established for inclusion in 11-12 budget

July 1 – Contract entered into with website developer

The next step is for the Committee to review other municipal websites to determine what they like/don't like to use in determining what type of look and features the new site should have. Next meeting will be held in early March.

## REVIEWING WEBSITES

When looking at many different sites, it is a good idea to take notes regarding design and content features that you like and do not like. Knowing why you feel the way you do will be important when we begin to discuss features for our new site.

**In reviewing websites, please consider the following items:**

1. First impressions – appearance of home page and other main pages; use of colors for backgrounds or text does not inhibit readability
2. Navigation – ease of use and visible; ability to know where you are; ability to return to the Home page; pages/sites outside of main site open in new browser window
3. Content – useful information; valuable graphics; content in digestible quantity; up-to-date; FAQ's
4. Attractors – breaking news; newsletter, other items bringing users to the site
5. Findability – intuitive URL; affiliate sites
6. Making contact – email and other details visible; use of online forms; telephone contact number provided
7. Browser compatibility – resizeability; pc and mac compatible
8. User satisfaction – reliability of the site; clicks to completion
9. Other useful information – HR department; career opportunities; up-to-date financial news; history; management and geographical structure; mission statement; up-to-date press coverage

## WEBSITES FOR COMMITTEE REVIEW

### MARIE'S EXAMPLE WEBSITES

<a href="http://ci.birmingham.mi.us/">http://ci.birmingham.mi.us/</a>	City of Birmingham
<a href="http://grandhaven.org/">http://grandhaven.org/</a>	City of Grand Haven
<a href="http://www.threeriversmi.org/">http://www.threeriversmi.org/</a>	Three Rivers Michigan
<a href="http://mackinawcity.org/">http://mackinawcity.org/</a>	Village of Mackinaw City
<a href="http://www.ci.northville.mi.us/">http://www.ci.northville.mi.us/</a>	City of Northville
<a href="http://www.minutesondemand.com/mod/index.html?client=salemtwpmi">http://www.minutesondemand.com/mod/index.html?client=salemtwpmi</a>	Salem Township's Minutes on Demand

From Dexter Chamber Director:

<a href="http://www.downtownnorthville.org">http://www.downtownnorthville.org</a>	Downtown Northville (MI)
<a href="http://www.northfieldchamber.com">http://www.northfieldchamber.com</a>	Northfield Chamber of Commerce (MN)
<a href="http://www.mainstreetannarbor.org">http://www.mainstreetannarbor.org</a>	Main Street Area Association (Ann Arbor)
<a href="http://www.downtowntc.com">http://www.downtowntc.com</a>	Downtown Traverse City (MI)

## JIM'S EXAMPLE WEBSITES

From Realize Websites

<http://dexterfamilydentists.com>

<http://www.cmrmechanical.com>

<http://www.afinchnest.com>

<http://www.proos.com/>

<http://www.gtpiecatering.com>

Dexter Family Dentistry

CMR Mechanical (Dexter)

A Finch Nest (Whitehall MI)

Proos Manufacturing (Grand Rapids MI)

Grand Traverse Pie (Ann Arbor)

From Ektron

<http://www.chesterfield.gov/>

<http://greshamoregon.gov/>

<http://www.countyofsb.org/>

Chesterfield County VA

City of Gresham OR

County of Santa Barbara, CA

From my Village websites searches

<http://www.villageofwinfield.com/>

<http://www.hillside-il.org/>

<http://www.libertyville.com/>

<http://www.sanfordmaine.org/>

<http://www.mortongroveil.org/>

<http://www.phelpsny.com/>

<http://www.lisbonme.org/>

<http://www.villageofhoneoyefalls.org/>

<http://www.oaklawn-il.gov/>

<http://www.villageofoceanbeach.org/>

Village of Winfield IL

Village of Hillside IL

Village of Libertyville IL

Town of Sanford ME

Village of Morton Grove IL

Town/Village of Phelps NY

Town of Lisbon ME

Village of Honeoye Falls NY

Village of Oak Lawn IL

Village of Ocean Beach

Fire Island NY

Andover Village OH

Town/Village of Marcellus

Village of Wesley Chapel NC

Village of Palos Park IL

Union NE

Village of Oakfield NY

Town of Oakfield NY

Village of Deer Park IL

<http://www.andovervillage.com/>

<http://village.marcellusny.com/>

<http://ci.wesley-chapel.nc.us/>

<http://www.palospark.org/>

<http://www.unionnebraska.com/>

<http://www.oakfield.govoffice.com/>

<http://www.townofoakfieldny.com/>

<http://www.village.deer-park.il.us/>



AGENDA 2-28-11

ITEM I-4

Manager Report  
February 28, 2011  
Page 1 of 1

**VILLAGE OF DEXTER**

[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)

8140 Main Street Dexter, MI 48130-1092 Phone (734)426-8303 ext 11 Fax (734)426-5614

**MEMO**

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: February 22, 2011**  
**Re: Assistant Village Manager &  
Village Manager Report - Meeting of February 28, 2011**

1. Meeting Review:
  - February 14<sup>th</sup> – DAPCO Team Meeting
  - February 17<sup>th</sup> – DDA Meeting
  - February 17<sup>th</sup> - DDA Executive Committee Meeting
  - February 17<sup>th</sup> – OHM Project Update Meeting and SRF Stormwater discussion, see attached summary
  - February 18<sup>th</sup> – DEQ Pat Brennan re: Water System
  - February 18<sup>th</sup> – Negotiations
  - February 22<sup>nd</sup> – Farmer’s Market and Community Garden Committee
2. Upcoming Meeting Review:
  - February 23<sup>rd</sup> – Wellness Coalition Meeting at the Library
  - February 23<sup>rd</sup> – AATA Master Plan
  - February 24<sup>th</sup> – Capitol Day in Lansing
  - February 25<sup>th</sup> - SRF Project Plan Kick-off meeting
  - February 25<sup>th</sup> – Negotiations
  - February 26<sup>th</sup> – Funding Workshop
  - February 28<sup>th</sup> – Mark Ouimet, Legislative Update Breakfast
  - March 7<sup>th</sup> - Economic Preparedness
  - March 10<sup>th</sup> – Annual Chamber Dinner
3. Funding Workshop- REMINDER that we will be having a Park Funding Workshop on Saturday, February 26, 2011. An informational packet for this workshop was included in your Council packet.
4. DTE- Staff’s audit of our DTE bills and unmetered street lights has been successful in yielding some cost savings. DTE had been over estimating the read on one account resulting in a refund of \$9000. Five accounts were being charged sales tax. DTE is in the process of calculating the refund which will go back 48 months. The audit of the unmetered street lights is approximately 75% complete. So far it will result in the elimination of charges for three lights that no longer exist. Staff also noticed that the unmetered lights along Alpine are in the same locations as the metered lights. If the unmetered lights can be removed it will result in an additional cost savings. We will be making that request to DTE once the audit is complete.
5. Inquiry from UMRC- An unofficial inquiry was made by Kate Collins at UMRC that they are considering bringing forward a request to the village for some type of tax relief. I am waiting for the official request which will include a summary of how other communities handle tax relief for UMRC properties and a forecast of the Taxable Value of the UMRC site.

## OHM Project Update Notes - February 17, 2011

Stormwater Projects - The S2 grants and SRF funding available to sewer projects is also available for stormwater management projects. Currently there are several projects in the CIP that could be eligible for a project plan creation/design grant and a low interest loan through this program. OHM will provide a proposal for staff to review and consider presenting to Council in March. If the decision is made to move forward with a project plan the public hearing could be held in conjunction with the public hearing for the SRF project plan.

SRF - EQ Basin - Start up is complete. Punch list items are being finished. Expect project completion by March 31.

DWRF - Phase I - Punch list items are being finished. Expect project completion by March 31. Decision to be made in early March whether we will be ready to target April 1 for fluoride implementation.

Water System - Orthophosphate - OHM to solicit quotes from 3 vendors to complete work associated with the addition of orthophosphate. Plan is to solicit quotes in mid March, with award date for Council on April 25. Construction should be complete by July 1.

DWRF 2011 - Survey work has identified areas of proposed water main/other utility conflict. Draft plans will be submitted to the MDEQ on February 25, final plans due in May. Potential for work session prior to Council on March 14<sup>th</sup> to provide an update on the plans at 50% completion.

Hello Residents and Fellow Council Members,

As a reminder, I will be late for the February 28<sup>th</sup> Village Council meeting as I have a confirmation sponsorship meeting in town at St. Joseph Parish Church to attend. I will join you as soon as it is over. Here is a summary of my activity since my last report and some of my future planned activities:

#### Activities Since my Last Report

February 11, 2011 – Union Negotiation meeting

February 15, 2011 – Village website committee meeting

February 16, 2011 – Regional Fire Committee meeting – we discussed the next steps in preparing a draft transition plan. As of the date of the meeting, the Village of Dexter and Dexter Twp had passed resolutions of support. Scio Twp and Webster Twp were planning to have their resolutions on future agendas.

February 17, 2011 – Village Downtown Development Authority (DDA) meeting – Representatives of LaFontaine approached the DDA about applying to the Washtenaw County Brownfield Redevelopment Authority for money toward the demolition of the existing buildings. They are currently preparing a project plan and will be asking the DDA at a future meeting to pass a resolution for a commitment to designate future tax capture from the new development as reimbursement toward the demolition and other eligible cleanup costs. If the DDA passes the resolution, the Village Council would need to pass a similar resolution before moving on to the County for final approval. This is similar to the request by BST Development for 2820 Baker Road that is part of New Business Item L-1 on the Council Agenda.

February 18, 2011 – Union Negotiation meeting

February 19, 2011 – I attended the Westridge Subdivision Homeowner's Association (HOA) meeting as a representative of the Village and a resident of the subdivision over the weekend. The HOA voted to give the Village of Dexter an easement for the construction and maintenance of a future boardwalk and sidewalk to connect to the Border to Border trail. The vote passed by a margin of 114 to 2 and the majority of the residents are extremely pleased that the Village has made this connectivity a priority for all Village residents that live on the Westside of the railroad tracks.

#### Future Activities

February 23, 2011 – Village Town Hall Meeting

February 24, 2011 – Meeting with Spaulding Clark, Supervisor of Scio Twp

February 25, 2011 – Next Union Negotiation meeting

February 26, 2011 – Funding Workshop to discuss Mill Creek Park and other project funding heading into the budget planning process. Please let me or Village staff know if there is anything specific that you want prepared or investigated ahead of time. We are planning to have current cost estimates for future projects (Mill Creek Park, Subdivision Connector, Cedars Connector, Stairway Connector by the

Library), unrestricted general fund balance summaries, restricted park account summaries, and potential bonding scenarios for the discussion. Please let us know if there is other information to pull together.

February 28, 2011 – Legislative Update with State Representative Mark Ouimet

February 28, 2011 – Village Council Meeting

The following dates have been confirmed for Council and staff for the upcoming budget planning process:

- March 12, 2011 (Saturday – 8 am) – Goals and Objectives Workshop – this workshop could also include a discussion on the transition of the superintendent position from TetraTech
- On or before April 27, 2011 – Preliminary budget delivered to Council
- May 4, 2011 (Wednesday – 6 pm) – Budget Work Session #1 – Review of preliminary budgets for General Fund, Water Fund, Sewer Fund, Streets Fund.
- May 9, 2011 (as part of regular Monday Village Council Meeting) – Set budget related public hearings for June 13, 2011 (water/sewer/refuse/millage rates & budget)
- May 18<sup>th</sup> or 25<sup>th</sup>, 2011 (Wednesdays) – Budget Work Session #2 (if necessary)
- June 13, 2011 (as part of regular Monday Village Council Meeting) – Hold Public Hearings (adopt water/sewer/refuse and millage rates)
- June 27, 2011 (as part of regular Monday Village Council Meeting) – Adopt Budget for Fiscal Year 2011-2012 which begins on July 1, 2011.

I hope to see you around our town.

Shawn Keough

Village President

(734) 426-5486 (home) or (313) 363-1434 (cell phone)

AGENDA 2-28-11

ITEM J-1

**SUMMARY OF BILLS AND PAYROLL**

**28-Feb-11**

Payroll Check Register      02/23/11      \$37,026.03 Bi-weekly payroll processing

Account Payable Check Register      02/28/11      \$219,437.35

**\$256,463.38** TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS

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

Exceptions:

Line items associated with Ed's cashouts and the longevity cashouts may need to be adjusted depending on the overall expenditures of the relevant departments

Line Item 101-210-000-810-000 will need an amendment to cover additional attorney fees

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

VENDOR APPROVAL SUMMARY REPORT

Date: 02/23/2011

Time: 2:32pm

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CHEMICALS	1,119.50	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	OFFICE	5.75	0.00
AT&T	AT&T	WWTP	279.72	0.00
BLUE CARE NETWORK OF MICHIGAN	BLUE CARE	110350001625	16,941.17	0.00
BRENDA TUSCANO	TUSCANO	MILAGE REIMBURSEMENT	115.26	0.00
COMCAST	COMCAST	OFFICE	263.75	0.00
COMCAST - DPW	COMCAST -	DPW	143.95	0.00
CULLIGAN WATER CONDITIONING	CULLIGAN	SALT	79.95	0.00
DETROIT SALT COMPANY	DETROIT SA	02/22/11	19,400.36	0.00
DEXTER COMMUNITY SCHOOLS	DEX SCHOOL	CROSSING GAURD	2,661.64	0.00
DEXTER ORTHODONTICS	DEXTER ORT	PATIENT: ALLIE DIRKSE	2,500.00	0.00
DIUBLE EQUIPMENT INCORPORATED	DIUBLE EQU	PARTS	120.64	0.00
ANDREA DORNEY	DORNEY/AND	WWTP CLASSES	310.00	0.00
DTE ENERGY	DET EDISON	MULTIPLE ACCT	2,338.00	0.00
EARTHLINK INC.	EARTH	SERVICE	20.00	0.00
ENVIRONMENTAL RESOURCE ASSOC	ENVIR RESO	CHEMICALS	264.14	0.00
GADALETO, RAMSBY & ASSOCIATES	FORT-GAD	LIFE INS	472.25	0.00
HERITAGE IRRIGATION & LANDSCAP	HER I	LEGALS	90.00	0.00
KENCO, INC.	COUNTRY MA	CALGON	28.04	0.00
KLAPPERICH WELDING	KLAPPERICH	PLATE FOR LIGHT POLE	128.00	0.00
MICH DEPT OF NATURAL RESOURCES	NATURAL RE	LAB CERTIFACATION	2,388.36	0.00
MICHIGAN DEPT OF TRANSPORTATIO	MI DOT	MDOT	20,106.81	0.00
MICHIGAN MUNICIPAL LEAGUE	MICHIGAN M	CLASSIFIED AD	50.60	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	CELLULAR	394.96	0.00
NORTH CENTRAL LABORATORIES	NCL	CHEMICALS	215.08	0.00
PARAGON LABORATORIES INC	PARA	CHEMICALS	40.00	0.00
POST, SMYTHE, LUTZ AND.ZIEL LL	POST SMYTH	ANNUAL AUDIT	16,500.00	0.00
POSTMASTER	US POSTAL	FIRST CLASS PERMIT	185.00	0.00
RICOH AMERICAS CORPORATION	RICOH AMER	COPIER	1,032.92	0.00
SHULTS EQUIPMENT, INC.	SHULTS EQU	MAINTENANCE	134.40	0.00
SORENSEN GROSS	SORENSEN	CONSTRUCTION EST # 13	60,438.20	0.00
THE BANK OF NEW YORK MELLON N.	BANK OF NY	Loan payment	28,022.69	0.00
TRUCK & TRAILER SPECIALTIES	TRUCK & TR	MAINTENANCE	356.35	0.00
URBAN FORESTER, INC	URBAN FORE	TREE PRUNING	1,400.00	0.00
USA BLUE BOOK	USA BLUE B	2 DRUM CONTAINMENT DECK	215.82	0.00
WASTE MANAGEMENT	WASTE MANA	RESIDENTIAL	36,041.04	0.00
WATERSOLVE	WATERSOLVE	GEOTUBE, POLYMER	4,633.00	0.00
Grand Total:			219,437.35	0.00

INVOICE APPROVAL LIST BY FUND

Date: 02/23/2011  
 Time: 3:09pm  
 Page: 1

Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Village Manager						
101-172.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 110350001625	0		02/22/2011	1,939.42
101-172.000-721.000	Health & L	DEXTER ORTHODONTICS PATIENT: ALLIE DIRKSE	0	02/22/11	02/22/2011	2,500.00
101-172.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES LIFE INS	0	02/23/11	02/23/2011	131.40
101-172.000-861.000	Travel & M	BRENDA TUSCANO MILAGE REIMBURSEMENT	0	02/22/11	02/22/2011	115.26
Total Village Manager						4,686.08
Dept: Finance Department						
101-201.000-802.001	Audit	POST, SMYTHE, LUTZ AND ZIEL LL DDA ANNUAL AUDIT	0	39083	02/23/2011	8,000.00
Total Finance Department						8,000.00
Dept: Village Clerk						
101-215.000-901.000	Printing &	HERITAGE IRRIGATION & LANDSCAP LEGALS	0	02/22/11	02/22/2011	36.00
101-215.000-901.000	Printing &	HERITAGE IRRIGATION & LANDSCAP LEGALS	0	02/22/11	02/22/2011	31.50
101-215.000-901.000	Printing &	MICHIGAN MUNICIPAL LEAGUE CLASSIFIED AD	0	4907	02/22/2011	50.60
Total Village Clerk						118.10
Dept: Village Treasurer						
101-253.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 110350001625	0		02/22/2011	1,404.63
101-253.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES LIFE INS	0	02/23/11	02/23/2011	38.02
Total Village Treasurer						1,442.65
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO.INC OFFICE	0	1247059	02/22/2011	5.75
101-265.000-728.000	Postage	POSTMASTER FIRST CLASS PERMIT	0	02/23/11	02/23/2011	185.00
101-265.000-920.000	Utilities	COMCAST OFFICE	0	02/22/11	02/22/2011	263.75
101-265.000-920.001	Telephones	NEXTEL COMMUNICATIONS CELLULAR	0	02/23/11	02/23/2011	32.91
101-265.000-936.000	Equip Serv	EARTHLINK INC. SERVICE	0	434034189	02/22/2011	20.00
101-265.000-936.000	Equip Serv	RICOH AMERICAS CORPORATION COPIER	0	12682759	02/23/2011	1,032.92
Total Buildings & Grounds						1,540.33
Dept: Village Tree Program						
101-285.000-803.000	Contracted	URBAN FORESTER, INC TREE PRUNING	0	29866	02/23/2011	475.00
Total Village Tree Program						475.00
Dept: Law Enforcement						
101-301.000-803.001	DCS Office	DEXTER COMMUNITY SCHOOLS CROSSING GAURD	0	1011-104	02/22/2011	2,661.64
Total Law Enforcement						2,661.64
Dept: Planning Department						
101-400.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 110350001625	0		02/22/2011	1,404.63
101-400.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES LIFE INS	0	02/23/11	02/23/2011	37.41
Total Planning Department						1,442.04
Dept: Zoning Board of Appeals						
101-410.000-901.000	Printing &	HERITAGE IRRIGATION & LANDSCAP LEGALS	0	02/22/11	02/22/2011	22.50
Total Zoning Board of Appeals						22.50
Dept: Department of Public Works						
101-441.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 110350001625	0		02/22/2011	1,306.31

INVOICE APPROVAL LIST BY FUND

Date: 02/23/2011  
 Time: 3:09pm  
 Page: 2

Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Department of Public Works								
		101-441.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		02/23/2011	40.10
				LIFE INS		02/23/11		
		101-441.000-920.000	Utilities	COMCAST - DPW	0		02/22/2011	143.95
				DPW		02/22/11		
		101-441.000-920.001	Telephones	NEXTEL COMMUNICATIONS	0		02/23/2011	164.57
				CELLULAR		02/23/11		
		101-441.000-937.000	Equip Main	DIUBLE EQUIPMENT INCORPORATED	0		02/22/2011	120.64
				PARTS		84168		
		101-441.000-937.000	Equip Main	SHULTS EQUIPMENT, INC.	0		02/23/2011	134.40
				MAINTENANCE		0011753		
		101-441.000-937.000	Equip Main	TRUCK & TRAILER SPECIALTIES	0		02/23/2011	356.35
				MAINTENANCE		C30363		
				Total Department of Public Works				2,266.32
Dept: Downtown Public Works								
		101-442.000-731.000	Landscape	URBAN FORESTER, INC	0		02/23/2011	925.00
				TREE PRUNING		29867		
		101-442.000-740.000	Operating	KLAPPERICH WELDING	0		02/22/2011	128.00
				PLATE FOR LIGHT POLE		009602		
		101-442.000-920.000	Utilities	DTE ENERGY	0		02/23/2011	361.00
				MULTIPLE ACCT		02/23/11		
				Total Downtown Public Works				1,414.00
Dept: Solid Waste								
		101-528.000-805.000	Solid Wast	WASTE MANAGEMENT	0		02/23/2011	18,332.82
				COMMERCIAL		7099595		
		101-528.000-805.000	Solid Wast	WASTE MANAGEMENT	0		02/23/2011	17,708.22
				RESIDENTIAL		7098351		
				Total Solid Waste				36,041.04
Dept: Parks & Recreation								
		101-751.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		02/22/2011	210.69
				110350001625				
		101-751.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		02/23/2011	5.47
				LIFE INS		02/23/11		
				Total Parks & Recreation				217.16
Dept: Insurance & Bonds								
		101-851.000-721.001	Retiree He	BLUE CARE NETWORK OF MICHIGAN	0		02/22/2011	2,529.96
				110350001625				
				Total Insurance & Bonds				2,529.96
				Fund Total				62,856.82
Fund: Major Streets Fund								
Dept: Contracted Road Construction								
		202-451.000-974.000	CIP Capita	MICHIGAN DEPT OF TRANSPORTATIO	0		02/22/2011	20,106.81
				MDOT		332968		
				Total Contracted Road Construction				20,106.81
Dept: Routine Maintenance								
		202-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		02/22/2011	1,095.61
				110350001625				
		202-463.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		02/23/2011	33.63
				LIFE INS		02/23/11		
				Total Routine Maintenance				1,129.24
Dept: Traffic Services								
		202-474.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		02/22/2011	337.11
				110350001625				
		202-474.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		02/23/2011	10.35
				LIFE INS		02/23/11		
				Total Traffic Services				347.46
Dept: Winter Maintenance								
		202-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN	0		02/22/2011	674.22
				110350001625				
		202-478.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES	0		02/23/2011	20.70
				LIFE INS		02/23/11		

INVOICE APPROVAL LIST BY FUND

Date: 02/23/2011  
 Time: 3:09pm  
 Page: 3

Village of Dexter

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Major Streets Fund								
Dept: Winter Maintenance								
		202-478.000-740.000	Operating	DETROIT SALT COMPANY 02/22/11	0	02/22/11	02/22/2011	9,724.30
								-----
Total Winter Maintenance								10,419.22
								-----
Fund Total								32,002.73
Fund: Local Streets Fund								
Dept: Routine Maintenance								
		203-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 110350001625	0		02/22/2011	337.11
		203-463.000-722.000	Life & Dis	GDALETO, RAMSBY & ASSOCIATES LIFE INS	0	02/23/11	02/23/2011	10.35
								-----
Total Routine Maintenance								347.46
Dept: Traffic Services								
		203-474.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 110350001625	0		02/22/2011	84.28
		203-474.000-722.000	Life & Dis	GDALETO, RAMSBY & ASSOCIATES LIFE INS	0	02/23/11	02/23/2011	2.59
								-----
Total Traffic Services								86.87
Dept: Winter Maintenance								
		203-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 110350001625	0		02/22/2011	168.56
		203-478.000-722.000	Life & Dis	GDALETO, RAMSBY & ASSOCIATES LIFE INS	0	02/23/11	02/23/2011	5.17
		203-478.000-740.000	Operating	DETROIT SALT COMPANY 02/22/11	0	02/22/11	02/22/2011	9,676.06
								-----
Total Winter Maintenance								9,849.79
								-----
Fund Total								10,284.12
Fund: Municipal Streets								
Dept: Administration								
		204-248.000-841.000	Village Ad	POST, SMYTHE, LUTZ AND ZIEL LL DDA ANNUAL AUDIT	0	39083	02/23/2011	2,000.00
								-----
Total Administration								2,000.00
								-----
Fund Total								2,000.00
Fund: SRF Project Fund								
Dept: Equalization Basin								
		403-905.000-970.000	Capital Im	SORENSEN GROSS CONSTRUCTION EST # 13	0	02/23/11	02/23/2011	60,438.20
								-----
Total Equalization Basin								60,438.20
								-----
Fund Total								60,438.20
Fund: Sewer Enterprise Fund								
Dept: Administration								
		590-248.000-802.001	Audit	POST, SMYTHE, LUTZ AND ZIEL LL DDA ANNUAL AUDIT	0	39083	02/23/2011	4,000.00
								-----
Total Administration								4,000.00
Dept: Sewer Utilities Department								
		590-548.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN 110350001625	0		02/22/2011	4,358.91
		590-548.000-722.000	Life & Dis	GDALETO, RAMSBY & ASSOCIATES LIFE INS	0	02/23/11	02/23/2011	81.64
		590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION CHEMICALS	0	0448454	02/22/2011	1,119.50
		590-548.000-743.000	Chem Lab	NORTH CENTRAL LABORATORIES CHEMICALS	0	282810	02/23/2011	215.08
		590-548.000-802.000	Profession	WATERSOLVE GEOTUBE, POLYMER	0	3463	02/23/2011	4,633.00
		590-548.000-824.000	Testing &	PARAGON LABORATORIES INC CHEMICALS	0	65313	02/23/2011	40.00

INVOICE APPROVAL LIST BY FUND

Date: 02/23/2011  
 Time: 3:09pm  
 Page: 4

Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
<b>Fund: Sewer Enterprise Fund</b>							
Dept: Sewer Utilities Department							
590-548.000-920.001	Telephones	AT&T		0		02/22/2011	184.62
		WWTP			02/22/11		
590-548.000-920.001	Telephones	NEXTEL COMMUNICATIONS		0		02/23/2011	98.74
		CELLULAR			02/23/11		
590-548.000-935.000	Bldg Maint	USA BLUE BOOK		0		02/23/2011	215.82
		2 DRUM CONTAINMENT DECK			328999		
590-548.000-960.000	Education	ANDREA DORNEY		0		02/23/2011	200.00
		WWTP CLASSES			02/23/11		
Total Sewer Utilities Department							11,147.31
Dept: Long-Term Debt							
590-850.000-996.007	SRF Intere	THE BANK OF NEW YORK MELLON N.		0		02/23/2011	15,842.10
		Loan payment			02/23/11		
Total Long-Term Debt							15,842.10
Fund Total							30,989.41
<b>Fund: Water Enterprise Fund</b>							
Dept: Administration							
591-248.000-802.801	Audit	POST, SMYTHE, LUTZ AND ZIEL LL		0		02/23/2011	2,500.00
		DDA ANNUAL AUDIT			39083		
Total Administration							2,500.00
Dept: Water Utilities Department							
591-556.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN		0		02/22/2011	1,089.73
		110350001625					
591-556.000-722.000	Life & Dis	GADALETO, RAMSBY & ASSOCIATES		0		02/23/2011	54.42
		LIFE INS			02/23/11		
591-556.000-740.000	Operating	KENCO, INC.		0		02/22/2011	28.04
		CALGON			02/22/11		
591-556.000-802.000	Profession	CULLIGAN WATER CONDITIONING		0		02/22/2011	79.95
		SALT			02/22/11		
591-556.000-824.000	Testing &	MICH DEPT OF NATURAL RESOURCES		0		02/22/2011	2,388.36
		LAB CERTIFACATION			687409		
591-556.000-824.000	Testing &	ENVIRONMENTAL RESOURCE ASSOC		0		02/22/2011	264.14
		CHEMICALS			604676		
591-556.000-920.000	Utilities	DTE ENERGY		0		02/23/2011	1,977.00
		MULTIPLE ACCT			02/23/11		
591-556.000-920.001	Telephones	AT&T		0		02/22/2011	95.10
		WWTP			02/22/11		
591-556.000-920.001	Telephones	NEXTEL COMMUNICATIONS		0		02/23/2011	98.74
		CELLULAR			02/23/11		
591-556.000-958.000	Membership	ANDREA DORNEY		0		02/23/2011	110.00
		WWTP CLASSES			02/23/11		
Total Water Utilities Department							6,185.48
Dept: Long-Term Debt							
591-850.000-996.008	DWRP Inter	THE BANK OF NEW YORK MELLON N.		0		02/23/2011	12,180.59
		Loan payment			02/23/11		
Total Long-Term Debt							12,180.59
Fund Total							20,866.07
Grand Total							219,437.35



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### Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: Mill Creek Park Site Plan approval  
Date: February 23, 2011

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Attached are the 95% Mill Creek Park Plans.

The Village Council is being asked to review and approve the plans contingent upon the minor modifications necessary to satisfy the permitting requirements.

The anticipated plan changes include the stream restoration details, such as minimizing the amount of rip rap used along the stream banks and stream bottom, proper spacing and design of the riffles, and future monitoring. The plan modifications are anticipated to reduce the project cost given the reduction in activity and materials.

See scope memo for tentative project timeline.

#### **ACTION REQUESTED**

In an effort to keep the Mill Creek Park project moving forward please review and approve the Mill Creek Park site plan contingent upon modifications necessary to satisfy the permitting requirements.

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

Thank you.



**MILL CREEK PARK  
PHASE 1 IMPROVEMENTS  
DEXTER, MICHIGAN**

VILLAGE OF DEXTER

**JJR**

JJR, LLC  
100 MILL CREEK PARK  
DEXTER, MI 48131  
734.825.4577  
www.jjr.com

SECTION	REV	DATE
1.00 SITE PREPARATION	1	08/14/2018
2.00 CONSTRUCTION FORCE	1	08/14/2018
3.00 EROSION AND SEDIMENTATION CONTROL	1	08/14/2018
4.00 SOIL STABILIZATION	1	08/14/2018
5.00 SLOPE PROTECTION	1	08/14/2018
6.00 DRAINAGE	1	08/14/2018
7.00 UTILITIES	1	08/14/2018
8.00 LANDSCAPE	1	08/14/2018
9.00 SIGNAGE	1	08/14/2018
10.00 FURNISHING	1	08/14/2018
11.00 MAINTENANCE	1	08/14/2018
12.00 CLOSURE	1	08/14/2018
13.00 DEMOLITION	1	08/14/2018
14.00 UTILITIES	1	08/14/2018
15.00 LANDSCAPE	1	08/14/2018
16.00 SIGNAGE	1	08/14/2018
17.00 FURNISHING	1	08/14/2018
18.00 MAINTENANCE	1	08/14/2018
19.00 CLOSURE	1	08/14/2018
20.00 DEMOLITION	1	08/14/2018

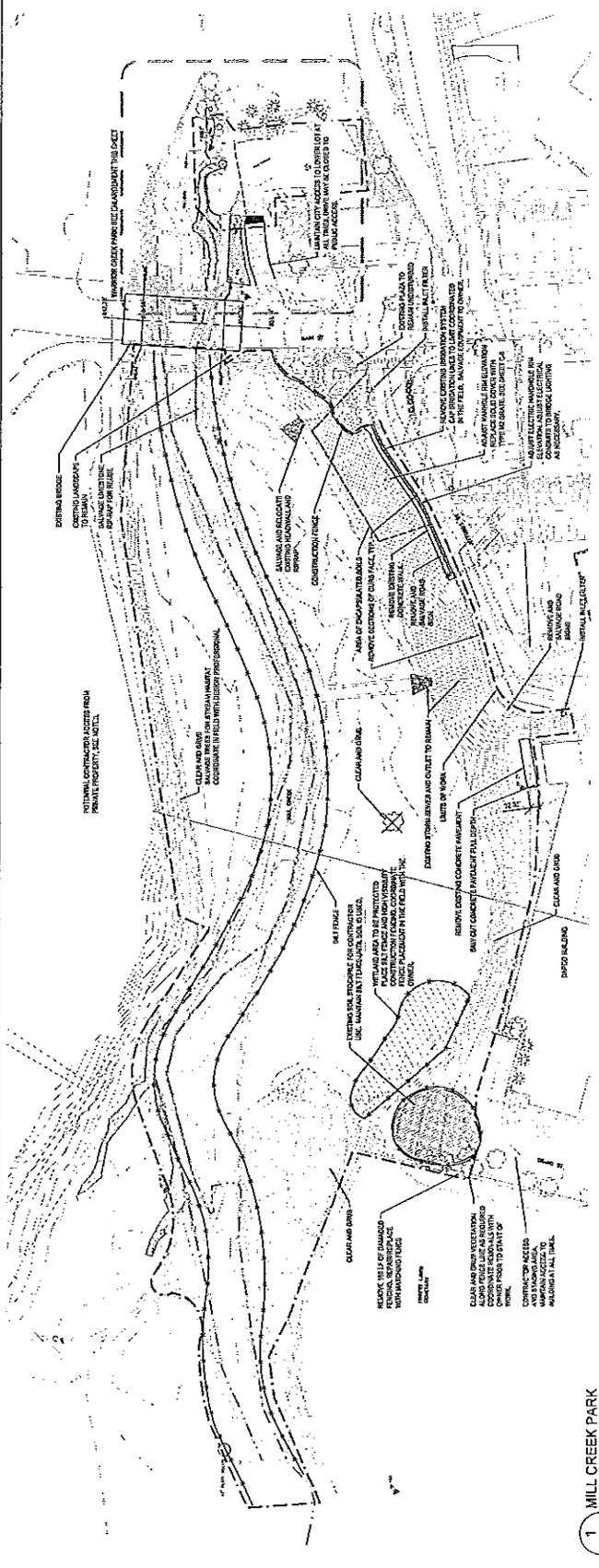
**NOT FOR CONSTRUCTION**

8/27/2018

**SITE PREPARATION / SOIL  
EROSION AND  
SEDIMENTATION CONTROL  
PLAN**

DATE: 5/20/2018, 003

C-2



**1 MILL CREEK PARK SCALE: 1"=40'**

**2 WARRIOR CREEK PARK SCALE: 1"=40'**

**LEGEND**

[Symbol]	SOIL FORCE
[Symbol]	CONSTRUCTION FORCE
[Symbol]	REMOVE PAVEMENT
[Symbol]	REMOVE CURB
[Symbol]	INLET PROTECTION
[Symbol]	RETAINMENT WALL
[Symbol]	EROSION CONTROL
[Symbol]	SOIL STABILIZATION
[Symbol]	EXISTING WETLAND
[Symbol]	EXISTING BR-IMP
[Symbol]	EXISTING CONTOUR
[Symbol]	EXISTING CATCH BASIN

**NOTES:**

1. ALL CONSTRUCTION SHALL BE ACCORDING TO THE CONSTRUCTION SPECIFICATIONS AND ALL SHALL BE SUBJECT TO THE SUPERVISOR'S REVIEW AND APPROVAL. THE SUPERVISOR SHALL BE NOTIFIED IMMEDIATELY IN WRITING OF ANY VIOLATIONS.
2. ALL WORK SHALL BE ACCORDING TO THE LATEST EDITIONS OF THE CONSTRUCTION SPECIFICATIONS AND ALL SHALL BE SUBJECT TO THE SUPERVISOR'S REVIEW AND APPROVAL. THE SUPERVISOR SHALL BE NOTIFIED IMMEDIATELY IN WRITING OF ANY VIOLATIONS.
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**MILL CREEK PARK  
PHASE 1 IMPROVEMENTS  
DEXTER, MICHIGAN**

Owner: **VILLAGE OF DEXTER**



JJR LLC  
110 MILLER AVENUE  
ANN ARBOR, MICHIGAN  
734.662.4100  
734.662.4779 F  
www.jjr.com

BASED ON	REV	DATE
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BY: JJR	3	10/15/2018
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BY: JJR	289	08/15/20

**MILL CREEK PARK  
PHASE 1 IMPROVEMENTS  
DEXTER, MICHIGAN**

Village of Dexter

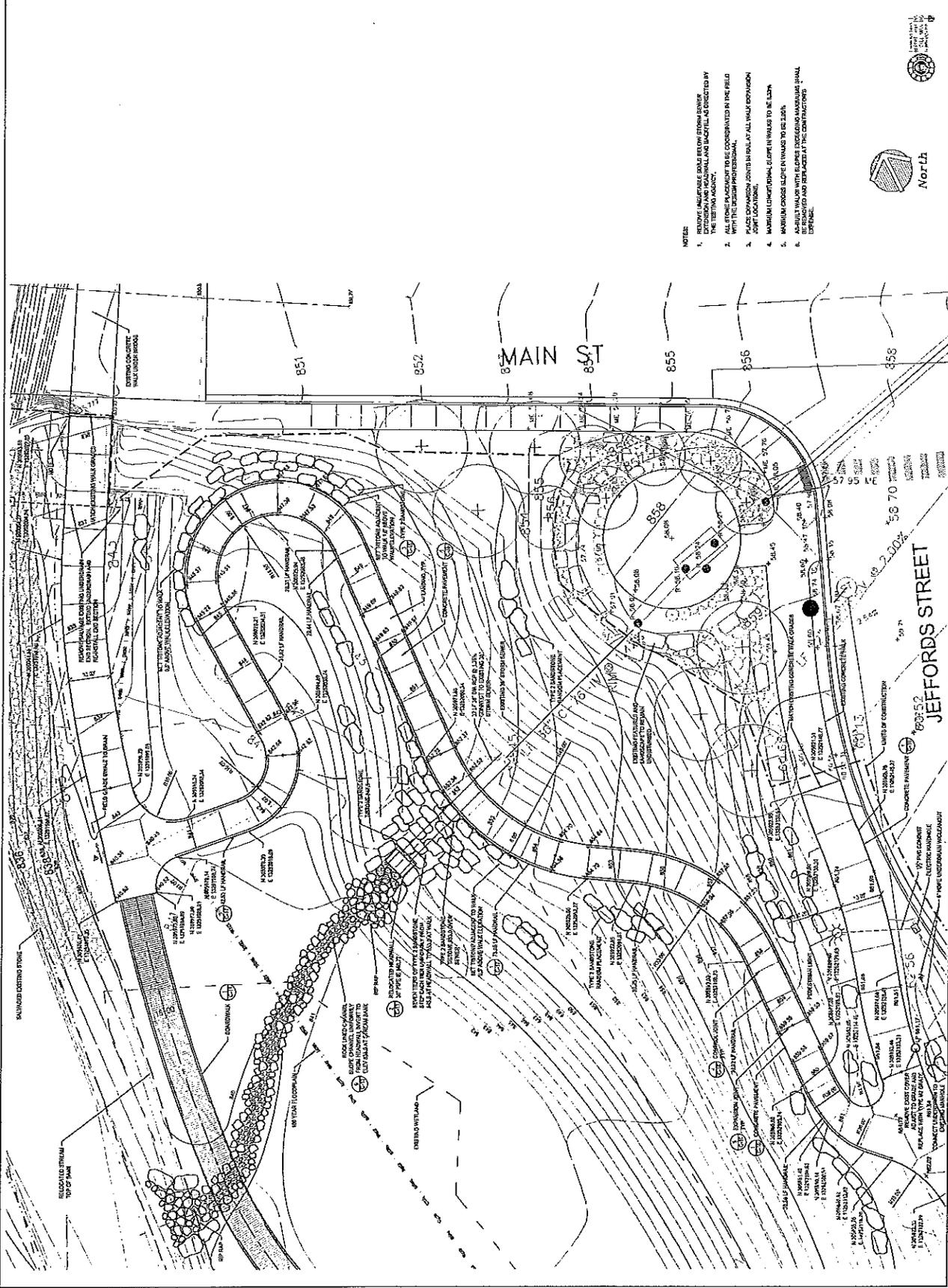
**JJR**

JJR LLC  
10000 W. WALKER  
ANN ARBOR, MI 48104  
734.662.4477  
734.662.0771 F  
www.jjr.com

NO. DATE	DESCRIPTION
1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT
4	ISSUED FOR PERMIT
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**NOT FOR CONSTRUCTION**

REVISIONS:  
**MAINJEFFORDS STREET  
LAYOUT, GRADING AND  
MATERIALS PLAN**  
 SCALE: 1"=10'  
 DATE: 11/15/2011  
 PROJECT NUMBER: 500094.003  
 SHEET NUMBER: C-6



- NOTES:**
1. EXISTING UNDESIRABLE TREES TO BE REMOVED BY THE CONTRACTOR.
  2. ALL STONE PLACEMENT TO BE COORDINATED IN THE FIELD WITH THE DESIGN PROFESSIONAL.
  3. PLACE DIMENSION JOINTS IN ALL AT ALL WALK EXPANSION JOINT LOCATIONS.
  4. MAXIMUM DIMENSIONAL CLEARANCE SHALL BE 5.00.
  5. AS-BUILT VALUES WITH SLOPES EXCEEDING MAXIMUM SHALL BE RECORDED AND REPLACED AT THE CONTRACTOR'S EXPENSE.





MILL CREEK PARK  
 PHASE 1 IMPROVEMENTS  
 DEXTER, MICHIGAN

Client:  
 VILLAGE OF DEXTER

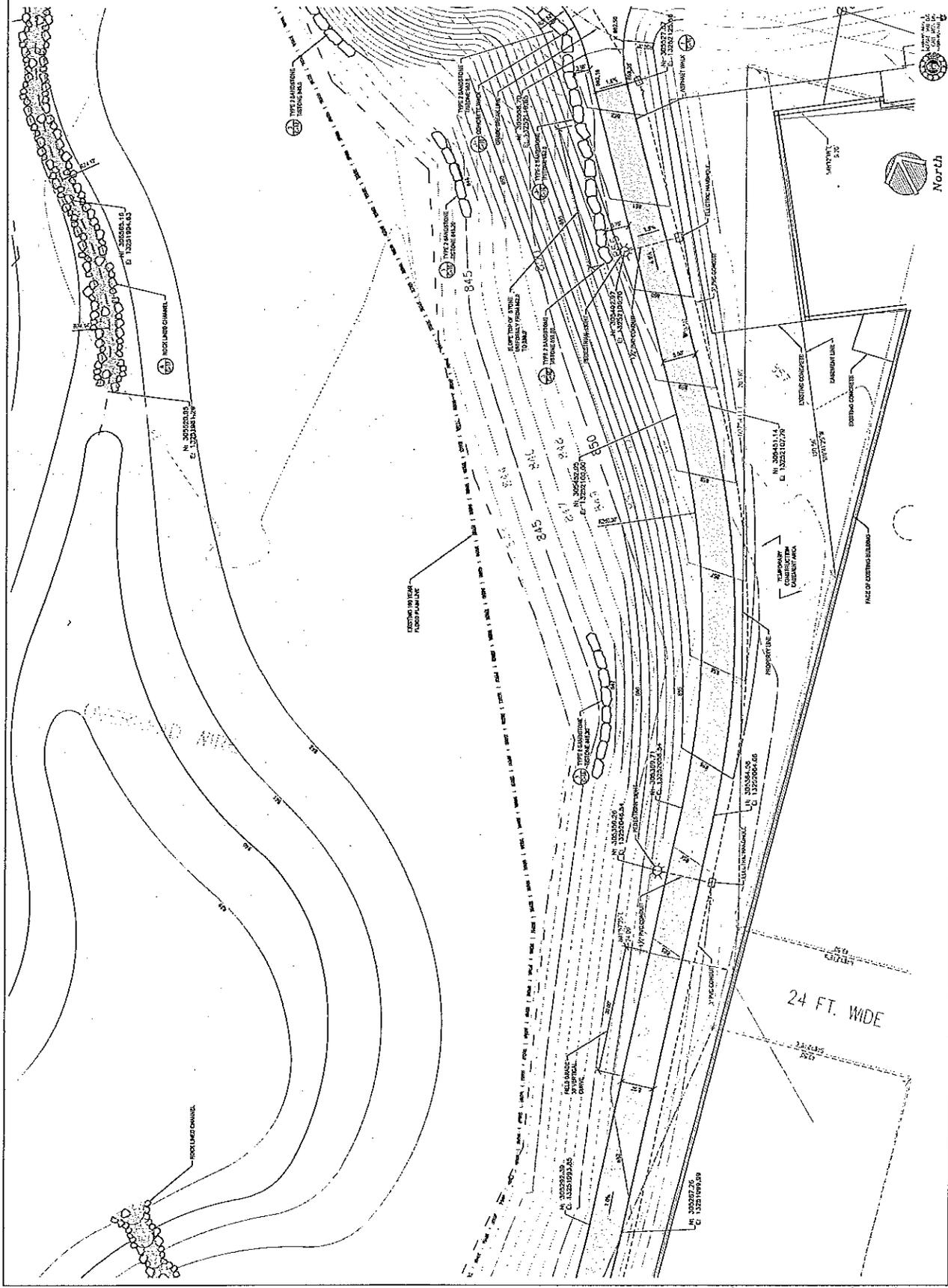
JJR

JJR LLC  
 110 MILLER AVENUE  
 DEXTER, MI 48131  
 734.422.6633  
 734.422.6779 F  
 www.jjr.com

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NOT FOR CONSTRUCTION

DRAWING TITLE  
 DAPCO BUILDING AREA  
 LAYOUT, GRADING AND  
 MATERIALS PLAN  
 SCALE: 1" = 10'  
 SHEET NO. 50094.003  
 PROJECT NUMBER C-8  
 DRAWN BY: [Name]











## Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: Medical Marihuana Ordinances  
Date: February 23, 2011

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Attached is the information presented to Council at the February 14, 2011 regular meeting. Updates have been made to include the distance of dispensaries from public libraries and updates have been made to the proposed application.

Chapter 22, Municipal Civil Infractions  
Article 2, Definitions  
Article 3, General Provisions  
Article 8, Special Land Uses  
Article 14, General Business (C-1) District

Council has several courses of action:

1. Approve
2. Approve with conditions
3. Deny
4. Postpone for more information

### **MORATORIUM EXTENSION potential at March 14<sup>th</sup> meeting**

Extension of the moratorium may be necessary. The current moratorium expires March 21, 2011. Based on the publication requirements the proposed ordinances would not be effective until March 30, 2011 if they were passed on February 28<sup>th</sup>. If Council postpones the proposed ordinance amendments it is recommended that an additional 90 days moratorium be passed. That will allow for Council's questions to be addressed and additional time to meet publication requirements.

If a 90 day moratorium is extended from February 28, 2011 the moratorium would expire Sunday, May 29<sup>th</sup>. If a 90 day moratorium is extended from March 14, 2011 the moratorium would expire June 12<sup>th</sup>.

Attached is the extension moratorium passed in December.

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

Thank you.



**RESOLUTION TO EXTEND  
RESOLUTION #2010-14**

**RESOLUTION TO IMPOSE A  
TEMPORARY MORATORIUM ON  
THE USE OF PROPERTY AND  
STRUCTURES IN THE VILLAGE FOR  
DISPENSING OR CULTIVATING  
MARIHUANA**

Village of Dexter  
County of Washtenaw  
State of Michigan

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Minutes of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, held on the 13<sup>th</sup> day of December, 2010, Eastern Daylight Time.

PRESENT: Members: Carson, Cousins, Fisher, Smith, Semifero, Keough

ABSENT: Members: Tell

The following preamble and resolution were offered by Member Semifero and supported by Member Cousins:

WHEREAS, the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan (the "Village"), adopted resolution #2010-14, A Resolution to Impose a 120 day Moratorium on the use of property and structures in the Village for the dispensing or cultivation of marihuana on August 23, 2010; and

WHEREAS, the moratorium expires on December 21, 2010; and

WHEREAS, Village of Dexter's Planning Commission has been gathering information and drafting ordinances for the use of property and structures for the dispensing of marihuana; and

WHEREAS, the Planning Commission has set public hearings for January 3, 2011 to address potential amendments to the Village of Dexter Zoning Ordinance to address the use of property and structures for the dispensing of medical marihuana; and

WHEREAS, the Village desires to ascertain the best and safest path to compliance with the Michigan Medical Marihuana Act, MCL 333.26423(d) in order to protect the public health, safety and welfare;

RESOLVED, that Village Council hereby extends the moratorium temporarily prohibiting the initiation of the use of any property in the Village as a facility for dispensing marihuana for medical or any other purpose for 90 days, in conjunction with

the continued study and revision of the Village Zoning Ordinance or other ordinances regarding this issue and publication and posting of any proposed amendments;

RESOLVED, that this moratorium does not apply to the following:

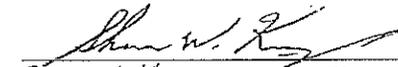
- A dwelling unit (as defined by the Zoning Ordinance) where a qualifying patient under the Act resides and is cultivating up to the maximum number of marijuana plants permitted by the Act for personal use or possesses up to the maximum amount of marijuana permitted by the Act for personal use.
- A building or structure (as defined by the Zoning Ordinance) other than a dwelling unit where no more than one qualifying patient under the Act is cultivating up to the maximum number of marijuana plants permitted by the Act for personal use or possesses up to the maximum amount of marijuana permitted by the Act for personal use.
- A dwelling unit or other building or structure where no more than one primary caregiver under the Act is cultivating up to the maximum number of marijuana plants permitted by the Act for assisting a qualifying patient or possesses up to the maximum amount of marijuana permitted by the Act for assisting a qualifying patient.

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

NAYS: None

ABSENT: Tell

**RESOLUTION DECLARED ADOPTED THIS 13<sup>th</sup> DAY OF DECEMBER, 2010**

  
Shawn W. Keough Village President

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, at a regular meeting held on the 13<sup>th</sup> day of December, 2010.

  
Carol J. Jones Village Clerk

## ARTICLE II

### DEFINITIONS

#### Section 2.01 INTERPRETATION

For the purpose of this Ordinance, certain term or word uses shall be interpreted as follows:

- A. The word person includes a firm, association, organization, partnership, trust, corporation or company, as well as an individual.
- B. The present tense includes the future tenses. the singular number includes the plural and the plural includes the singular.
- C. The word shall is mandatory, the word may is permissive. The words used or occupied include the words intended, designed, or arranged to be used or occupied.
- D. Any word or term not defined herein shall have the meaning of common or standard use, which is reasonable for context in which used herein.
- E. Questions of interpretation arising hereunder shall be decided by the Zoning Administrator whose decision may be appealed to the Zoning Board of Appeals.

Whenever used in these Zoning Regulations, the following words and phrases shall have the meaning ascribed to them in this Section:

#### Section 2.02 DEFINITIONS

**Accessory use, building, or structure:** A use, building, or structure, which is, clearly incidental to, customarily found in connection with, subordinate to, and is located on the same zoning lot as the principal use to which it is exclusively related and is devoted exclusively to an accessory use.

**Accessory use or accessory:** A use, which is, clearly incidental to, customarily found in connection with, and (except in the case of accessory off-street parking spaces or loading) located on the same zoning lot as the principal use to which it is related. When "accessory" is used in this text, it shall have the same meaning as accessory use. Accessory use includes, but it is not limited to uses such as those that follow:

- A. Residential accommodations for servants and/or caretakers within the principal building.
- B. Swimming pools for the use of the occupants of a residence, or their guests.
- C. Domestic or agricultural storage in a barn, shed, tool room, or similar accessory building or other structure.
- D. Storage of merchandise normally carried in stock in connection with a business or industrial use, unless such storage is excluded in the applicable district regulations.

*Definitions*

**Medical Marihuana Dispensary:** Any store front, office building, facility, or other structure or entity, including a membership, compassion, or private club that dispenses, transfers, facilitates, sells, or provides, in any manner, marihuana or cannabis or any product containing marihuana or cannabis to patients or caregivers pursuant to and in compliance with the Michigan Medical Marihuana Act of 2008, as amended, and the Administrative Regulations developed by the Michigan Department of Community Health (MDCH).

**Deleted:**

**Medical Marihuana Home Occupation:** Means the cultivation of medical marihuana by a registered primary caregiver as defined in Sec. 3 of the Act, MCL §333.26423(g), within a dwelling unit that is the registered primary caregiver's primary residence and which cultivation is in conformity with the restrictions and regulations contained in the Act, as amended and in the MDCH Administrative Regulations.

**Deleted:** permitted by the State of Michigan and in compliance with the

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**Deleted:** Medical Marihuana Dispensary does not include a dwelling unit that is the primary residence of the patient to whom marihuana is dispensed provided that the patient is a qualifying patient, as defined in Sec. 3 of the Act, MCL §333.26423(h), and is registered with the Department of Community Health (MDCH).

**Medical Marihuana Home Use:** Means a dwelling unit that is the primary residence of a qualifying patient, as defined in Sec. 3 of the Act, MCL §333.26423(h), who is registered with the Department of Community Health (MDCH). In his or her primary residence, a registered qualifying patient may lawfully cultivate medical marihuana for him or herself in accordance with the Michigan Medical Marihuana Act of 2008 and the MDCH Administrative Rules, as amended. In his or her primary residence, a registered qualifying patient may receive assistance from his or her primary caregiver with whom the registered qualifying patient is connected to through the MDCH registration process pursuant to MCL §333.26426(d) in accordance with the Michigan Medical Marihuana Act of 2008 and the MDCH Administrative Rules, as amended.

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**Deleted:** Medical Marihuana Dispensary means a facility, including a membership club, compassion, or private club where primary caregivers who are legally registered by the MDCH may lawfully assist qualifying patients to whom the primary caregiver is connected through the state registration process and who are also legally registered by the MDCH with the medical use of marihuana in accordance with the Michigan Medical Marihuana Act (the "Act"), as amended.

**Mezzanine:** An intermediate floor in any story occupying not to exceed one-third (1/3) of the floor area of such story.

**Deleted:** No retail sales of drug paraphernalia as defined by this ordinance are permitted at the Dispensary, except to patients and primary caregivers registered by the Michigan Department of Community Health (MDCH). No growing or cultivation is permitted at a Dispensary. A Dispensary shall not include or permit consumption of medical marihuana. A use which purports to have engaged in the medical use of marihuana prior to enactment of said Ordinance, ¶ shall be deemed to not be a legally established use, and therefore not entitled to legal nonconforming status under the provisions of this Ordinance and/or State Law.

**Mini-warehouse:** A building or group of buildings, each of which contains several individual storage units, each with a separate door and lock and which can be leased on an individual basis. Mini-warehouses are typically contained within a fenced, controlled-access compound.

**Deleted:** single family dwelling

**Mobile home:** A structure, transportable in one (1) or more sections, which is built on a chassis and designed to be used as a dwelling unit, with or without permanent foundation, when connected to the required utilities, and including the plumbing, heating, air conditioning, and electrical systems contained in the structure. Mobile home does not include a trailer coach (recreational vehicle).

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**Mobile home sales:** A person, other than a manufacturer, engaged in the business of buying, selling, exchanging, leasing, or renting mobile homes.

**Deleted:** developed by the Michigan Department of Community Health (MDCH)

**Mobile home park:** A parcel or tract of land, under the control of a person, upon which three (3) or more mobile homes are located on a continual non-recreational basis and including all appurtenances that are incidental to the occupancy of a mobile home.

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**Modular home:** A premanufactured unit assembled of materials or products intended to comprise all or part of a building or structure and is assembled at other than the final location of

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## Article III

# GENERAL PROVISIONS

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### Section 3.01 ADMINISTRATIVE REGULATIONS

**A. Scope of Regulations**

No structure or tract of land shall hereafter be used or occupied, and no structure, or part thereof, shall be erected, altered, or moved, except in conformity with the provisions of this Ordinance.

However, where a building permit for a building or structure has been issued in accordance with law prior to the effective date of this Ordinance and construction is begun within six (6) months of the effective date, said building or structure may be completed in accordance with the approved plans. Furthermore, upon completion the building may be occupied under a Certificate of Zoning Compliance for the use for which the building was originally designated, subject thereafter to the provisions of Article IV concerning nonconformities. Any subsequent text or map amendments shall not affect previously issued valid permits.

**B. Minimum Requirements**

The provisions of this Ordinance shall be held to be the minimum requirements for the promotion of public health, safety, convenience, comfort, morals, prosperity, and general welfare.

**C. Relationship To Other Ordinances or Agreements**

This Ordinance is not intended to abrogate or annul any ordinance, rule, regulation, permit, easement, covenant, or other private agreement previously adopted, issued, or entered into and not in conflict with the provisions of this Ordinance.

However, where the regulations of this Ordinance are more restrictive or impose higher standards or requirements than other such ordinances, rules, regulations, permits, easements, covenants, or other private agreements, the requirements of this Ordinance shall govern.

**D. Vested Right**

Nothing in this Ordinance should be interpreted or construed to give rise to any permanent vested rights in the continuation of any particular use, district, zoning classification, or permissible activities therein. Furthermore, such rights as may exist through enforcement of this Ordinance are hereby declared to be subject to subsequent amendment, change or modification as may be necessary for the preservation or protection of public health, safety, and welfare.

- H. **Sewage disposal and water supply:** Each such dwelling unit shall be connected to a public sewer and water supply.
- I. **Exceptions:** The foregoing standards shall not apply to a mobile home located in a licensed mobile home park except to the extent required by state or federal law or otherwise specifically required in this ordinance and pertaining to such parks. Mobile homes which do not conform to the standards of this section shall not be used for dwelling purposes within the Village unless located within a mobile home park or a mobile home subdivision district for such uses, or unless used as a temporary residence as otherwise provided in this Ordinance.

### Section 3.05 HOME OCCUPATION

- A. A home occupation may be permitted in a single-family detached dwelling within a zoning district where such dwelling is permitted, subject to the following conditions.
  - (1) Application and approval of the home occupation is received from the Village of Dexter in accordance with this section.
  - (2) Certain uses by the nature of their operation have a pronounced tendency to increase in intensity beyond the limits permitted for home occupations, thereby impairing the reasonable use and value of surrounding residential properties. Therefore, the following uses shall not be permitted as home occupations: medical care services, mortuaries, funeral homes, tea rooms (café's & coffee houses), antique shops, restaurants, private clubs, veterinary clinics, animal grooming establishments, barbers shops or beauty parlors with more than one stylist, clinics or hospitals, commercial stables or kennels, real estate offices, restaurants, vehicle repair or painting shops, retail sales, landscape installation and maintenance businesses, snow removal businesses, construction contractors, trailer rentals, funeral homes, nursing homes, private clubs, adult regulated uses and repair shops in general. However, this section is not intended to prohibit offices related to the administration of construction contracting, landscaping, maintenance, or snow removal businesses. Note, this list does not include every use that is prohibited as a home occupation.
  - (3) The use of the dwelling unit for a home occupation shall be clearly incidental and subordinate to its use for residential purposes, and not more than one-quarter (25%) of the floor area of the dwelling unit may be used for the purposes of the home occupation or for storage purposes in conjunction with the home occupation.
  - (4) A home occupation shall be conducted completely within the principal structure.
  - (5) There shall be no change in the outside appearance of the structure or premises, or other visible evidence of conduct of such home occupation, and there shall be no external or internal alterations not customary in residential areas including the expansion of off-street parking areas in excess of residential standards.
  - (6) No article shall be sold or offered for sale on the premises except such as is primarily produced within the dwelling.
  - (7) A home occupation shall not create noise, dust, vibration, smell, smoke, glare, electrical interference, wireless communications interference, fire hazard, or any other hazard or nuisance to any greater or more frequent extent than would normally be generated in a similarly zoned residential district.
  - (8) Signs not customarily found in residential areas shall be prohibited. However, one

**Deleted:** A home occupation may be permitted in a single-family detached dwelling within a zoning district where such dwelling is permitted, subject to the following conditions.¶

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**General Provisions**

(1) non-illuminated name plate, not more than two (2) square feet in area, may be attached to the building, and which sign shall contain only the name, occupation, and address of the premises.

(9) There shall be no deliveries to or from a home occupation with a vehicle larger than a 15,000-pound truck with not more than two (2) axles.

(10) In no case shall a home occupation be open to the public earlier than 8:00 a.m., nor later than 7:00 p.m.

(11) No outdoor display or storage of materials, goods, supplies, or equipment used in the home occupation shall be permitted on the premises. The home occupation shall not be visible from the street.

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(12) Bed & Breakfast operations shall be permitted in Residential Districts as regulated in Section 8.11 of this Ordinance.

(13) No more than one other person shall be employed or involved with such activity on premises other than a member of the immediate family residing in the dwelling unit.

(14) Services and transactions shall be conducted by appointment only, walk-in retail trade shall be prohibited.

B. Medical Marihuana Home Occupation. In addition to the requirements in Section 3.05(1), Medical marihuana home occupations shall be subject to the following requirements:

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(1) The medical use of marihuana shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act and the General Rules of the Michigan Department of Community Health, as they may be amended from time to time.

(2) All medical marihuana shall be contained within the main building in an enclosed, locked facility.

(3) The registered primary caregiver may cultivate marihuana for compensation, for up to 5 patients, plus themselves, to whom the primary caregiver is connected through the Michigan Department of Community Health registration system.

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(4) All necessary building, electrical, plumbing and mechanical permits shall be obtained for any portion of the residential structure in which electrical wiring, lighting and/or watering devices that support the cultivation, growing or harvesting of marihuana are located.

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(5) If a room with windows is utilized as a growing location, any lighting methods that exceed usual residential periods between the hours of 11pm and 7am shall employ shielding methods, without alteration to the exterior of the residence, to prevent ambient light spillage that may create a distraction for adjacent residential properties.

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(6) That portion of the residential structure where energy usage and heat exceeds typical residential use, such as grow room, and the storage of any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspection and approval by the Fire Department to insure compliance with the Michigan Fire Protection Code.

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**Section 3.06 TEMPORARY STRUCTURES AND USES**

A. **General Requirements**

*Village of Dexter Zoning Ordinance*

## Article VIII

### SPECIAL LAND USES

Adopted June 12, 1995

#### Section 8.01 INTENT

This Article is intended to regulate uses which may be compatible with uses in some, but not all, locations within a particular zoning district. Among the purposes of the Special Land Use standards of this Article are to accomplish the following:

- Provide a mechanism for public input on decisions involving more intense land uses.
- Establish criteria for both new development and infill/redevelopment consistent with the Village's land use goals and objectives as stated in the Village Master Plan.
- Regulate the use of land on the basis of impact to the Village overall, and adjacent properties in particular.
- Promote a planned and orderly development pattern which can be served by public facilities and service in a cost-effective manner.
- Ensure uses can be accommodated by the environmental capability of specific sites.
- Provide site design standards to diminish negative impacts of potentially conflicting land uses.
- Provide greater flexibility to integrate land uses within the Village.

This Article provides both general standards for all Special Land Uses (Section 8.03) and specific location, site or operational standards for particular Special Land Uses (Section 8.11). The process for a Special Land Use involves a Public Hearing with the Planning Commission with final review on the use and site plan by the Village Council. Approval of any Special Land Use requires a Special Land Use Permit.

#### Section 8.02 APPLICATION, REVIEW AND APPROVAL PROCEDURES

The procedure for Special Land Use review shall be as follows:

- a. An applicant for a Special Land Use shall submit an application for review and pay the required fee. The application presented for consideration shall contain the following:
  1. Name of proposed development.
  2. Common description of the property and complete legal description (also address, if available.)
  3. Dimensions of land: width, length, acreage, and frontage.
  4. Existing zoning classification and zoning of all adjacent properties.
  5. Proposed use of the land.
  6. Name, address, and phone number of:
    - (a) Firm or individual who prepared the application.

Deleted: Effective 4-9-08

Special Land Uses

- 19. General and specialty hospitals
- 20. Group Foster Care Homes
- 21. Group day care homes
- 22. Housing for the elderly, retirement villages, etc.
- 23. Kennels, commercial
- 24. Medical Marihauna Dispensary
- 25. Motels, hotels including accessory convention/meeting facilities and restaurants

- 26. Nursing and convalescent homes Deleted: 5
- 27. Open air business - see commercial outdoor display, sales and storage Deleted: 6
- 28. Outdoor eating areas Deleted: 7
- 29. Radio, television microwave, and cellular phone towers Deleted: 8
- 30. Recreation: Commercial outdoor establishments (excluding golf related uses) Deleted: 29
- 31. Recreation: Indoor commercial recreation (bowling alleys, ice areas, skating rinks, etc.) Deleted: 0
- 32. Recreation: Private, non-commercial institutional or community recreation facilities, and swimming pool clubs. Deleted: 1
- 33. Residential cluster development Deleted: 2
- 34. Restaurants and other establishments with drive-in or drive-thru facilities Deleted: 3
- 35. Veterinary Clinics and hospitals Deleted: 4

**B. List of specific requirements by use:**

**1. Accessory apartments on upper floors of mixed-use buildings**

Housing above retail uses is encouraged in the Village Commercial and Central Business District. These units are designed for singles, younger couples and elderly people without children. A mix of land uses, housing, jobs, and income creates a more balanced commercial district there by reduces traffic and creates better fiscal balance.

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- f. All units shall have at least one (1) living room and one (1) bedroom, except that not more than ten (10) percent of the units may be of an efficiency-type apartment.
- g. The gross density of the dwelling units shall not exceed twenty (20) units per acre, exclusive of any dedicated public right-of-way of either interior or bounding roads.
- h. Except as provided herein, all buildings and sites shall be in compliance with Article XX - Schedule of Regulations.
- i. No housing for the elderly shall be converted to any other use without complying with the provisions of the Zoning Ordinance in effect.
- j. The Village Council may add any conditions it deems appropriate to ensure the compatibility of the development with the surrounding area.
- k. All buildings permitted hereunder shall not exceed thirty-five (35) feet in height.

23. Kennels, Commercial

- a. For kennels housing dogs, the minimum lot size shall be ten (10) acres.
- b. Building wherein dogs are kept, dog runs, and/or exercise areas shall not be located nearer than one hundred (100) feet to property lines and shall not be located in any required front, rear or side yard setback area.
- c. Such facilities shall be subject to other conditions and requirements necessary to prevent possible nuisances (i.e., fencing, sound-proofing, sanitary requirements).
- d. An operations/management plan shall be submitted to the Village.

24. Medical Marihuana Dispensary.

The intent of the Zoning Ordinance is to regulate medical marihuana dispensaries by providing for regulations and fees in a manner that promotes and protects the public health, safety and welfare, mitigates potential impacts on surrounding properties and persons, and that conforms with the policies and requirements of the Michigan Medical Marihuana Act, MCL 333.26421, et seq (hereinafter "Act"). Nothing in this Chapter, or in any companion regulatory provision adopted in any other provision of this Code, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution for growing, sale, consumption, use, distribution, or possession of medical marihuana, not in strict compliance with the Act, the MDCH Administrative Rules, and this Ordinance. Since the Act does not protect users, caregivers or the owners of properties on

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Deleted: A use which purports to have engaged in the medical use of marihuana prior to enactment of said Ordinance, shall be deemed to not be a legally established use, and therefore not entitled to legal nonconforming status under the provisions of this Ordinance and/or State Law.

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Deleted: Effective 4-9-08

which the medical use of marihuana is occurring from Federal Prosecution, or from having their property seized by Federal authorities under the Federal Control Substances Act, nothing in this Chapter, or in any companion regulatory provision adopted in any other provision of this Code, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution or forfeiture of property under Federal law. A use which purports to have engaged in the medical use of marihuana prior to enactment of said Ordinance, shall be deemed to not be a legally established use, and therefore not entitled to legal nonconforming status under the provisions of this Ordinance and/or State Law.

Deleted: Also, since Federal law is not affected by the Act or the General Rules,

Deleted: The Act does not protect users, caregivers or the owners of properties on which the medical use of marihuana is occurring from Federal Prosecution, or from having their property seized by Federal authorities under the Federal Control Substances Act.

The following Standards for Medical Marihuana Dispensaries shall apply:

(a) The medical use of marihuana shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act and the Administrative Rules of the Michigan Department of Community Health, as they may be amended from time to time;

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(b) No person shall own or operate a medical marihuana dispensary in the Village without first applying for and receiving a permit from the Village.

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(c) Permits are non transferrable and shall only apply to the person listed on the permit.

(d) Permits shall be valid for a period of one year.

(e) Application for a Medical Marihuana Dispensary Permit shall be made to the Village upon application forms provided by the Village for Medical Marihuana Dispensary Permit and signed by the applicant verifying the truth and accuracy of all information and representations in the application. Applications including information and documentation provided pursuant to an application shall be subject to the confidentiality rules under the Act. In addition to information and submittals, the application shall include payment of application fee in an amount set by the Village Council;

(f) The sheriffs department shall review the proposed application to operate a dispensary regarding public health, safety, and welfare concerns of the proposal;

(g) Revocation of Permit; Appeal: Permits issued pursuant to this section may be revoked by the Village upon finding based upon competent, material and substantial evidence of the following clauses:

1. Any fraud, misrepresentation or false statement contained in the application or in connection with the services and/or merchandise;
2. Any violation of this section;
3. Conviction by the permittee of any felony; or
4. Conducting the business in an unlawful manner or in such a manner as to constitute breach of the peace.

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5. Conducting the business in a manner that does not comply with the Medical Marihuana Act, MCL 333.26421 et seq. and Michigan Administrative Rules, R 333.101 et seq.

6. If the operation of a Medical Marihuana Dispensary is held invalid or unconstitutional by any court of competent jurisdiction.

7. Notice of revocation of permit shall be given in writing, setting forth specifically the grounds for the revocation; such notice shall be mailed to the permittee at the address provided in the application. Any permittee whose permit has been revoked as herein provided shall have the right to appeal the revocation to the Village Council at a public hearing. Village Council shall submit to the applicant a written statement of its findings and determinations. The Council's determination shall be based upon competent, material and substantial evidence showing failure to comply with the requirements.

(h) The dispensary site shall not be located within a 500 foot radius of a school building and/or public library;

(i) The dispensary site shall not be located within five hundred (500) feet of a lawfully existing medical marihuana dispensary, as measured from the outermost boundaries of the subject lot or parcels;

(j) A maximum of two (2) primary caregivers are permitted to operate out of one (1) establishment. Primary caregivers must be legally registered with the MDCH to assist qualifying patients who are legally registered with the MDCH to use medical marihuana. A primary caregiver may only dispense medical marihuana to the five (5) qualifying patients to whom the caregiver is connected to through the MDCH registration process pursuant to MCL §333.26426(d).

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Deleted: Caregivers

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Deleted: registered with the caregiver at the Michigan Department of Community Health.

Deleted: and/or use

(k) Smoking and/or consumption of medical marihuana shall be prohibited at the dispensary;

(l) Growing or cultivation of medical marihuana is prohibited;

(m) No retail sales of drug paraphernalia are permitted at the dispensary.

Deleted: as defined by this ordinance are permitted at the Dispensary, except to qualifying patients and primary caregivers registered by the Michigan Department of Community Health (MDCH)

(n) All activity related to the dispensary shall be done indoors;

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(o) The facility shall not be permitted to have drive-thru facilities.

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(p) No patients shall be allowed in the facility after hours.

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(q) The facility shall open no earlier than 8:00 am and close no later than 8:00 pm.

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(r) Parking requirements for a facility shall be consistent with the parking requirements for medical clinics.

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Deleted: Effective 4-9-08

(s) Security systems must be installed. Proof of system installation and ongoing monitoring is required. System must include security cameras and alarms. At least one licensed security guard must be present at the dispensary at all times during business hours. All security guards must be licensed by the proper authorities and must possess a valid Security Guard Identification card issued by the Department of Energy, Labor, and Economic Growth.

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(t) The premises shall be open for inspection upon request by the Building Official, the Fire Department and law enforcement officials for compliance with all applicable laws and rules, during the stated hours of operation/use and as such other times as anyone is present on the premises.

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(u) Inspections may be made by the Village Official's designee to confirm the dispensary is operating in accordance with applicable laws including, but not limited to, State Law and Village Ordinances;

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(v) Any medical marihuana dispensary shall not have exterior signage using the word "marihuana" and/or "marijuana" or any other word, phrase or picture commonly understood to refer to marihuana.

Deleted: u

(w) Any medical marihuana dispensary shall maintain a log book and/or database identifying by date the amount of medical marihuana on the premises for each registered qualifying patient and or registered primary caregiver, keeping the qualifying patient and caregiver information confidential. This log shall be available to law enforcement personnel to confirm that the medical marihuana dispensary does not have more medical marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of medical marihuana at the facility. The facility shall maintain the confidentiality of qualifying patients and caregivers in compliance with the Michigan Medical Marihuana Act, as amended.

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(x) If the dispensary ceases operation for a length of time of sixty (60) days or greater, the permit shall expire;

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(y) All medical marihuana shall be contained within the main building in an enclosed, locked facility;

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(z) Any person who violates any provision of this article shall be responsible for violations as set forth in Article 22, Section 22.09.

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**25. Motels Hotels, including accessory convention/meeting facilities and restaurants.**

a. Access shall be provided so as not to conflict with the adjacent business uses or adversely affect traffic flow on a major thoroughfare.

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## **Article XIV**

### **C-1 GENERAL BUSINESS DISTRICT**

#### **Section 14.01 INTENT**

This district is intended to encourage planned and integrated groupings of retail, service, and administrative establishments which will retail convenience and comparison goods and provide personal and professional services for the entire Village and tributary area and to accommodate commercial establishments which cannot be practically provided in the Village commercial area, but can be integrated into the Village at a scale and intensity consistent with the small Midwest town character.

#### **Section 14.02 PERMITTED PRINCIPAL USES**

- A. Retail sale of foods, drugs, hardware notions, books and similar convenience goods.
- B. Personal service, include barber shops and beauty salons; medical and dental clinics; self-service laundromats; sale and repair shops for watches, shoes, radios, televisions and home electronics, bicycle repair, tailor shop and music studio.
- C. Business, professional and medical offices.
- D. Stores and shops for the conducting of a service or retail business.
- E. Restaurants
- F. Any service establishment of an office-showroom workshop nature of an electrician, decorator, dressmaker, tailor, baker, printer, upholsterer or an establishment doing radio or home electronics or appliance repair, photographic reproduction and similar service establishments that require a retail adjunct.
- G.. Theaters and studios for professional work.
- H. Private clubs, fraternal organizations and lodge halls.
- I. Business schools and colleges, or private schools operated for profit.
- J. Financial Institutions.

**C-1 General Business District**

- K. Off-street parking in accordance with the regulations of ARTICLE V.
- L. Signs in accordance with the regulations of ARTICLE VII.

**Section 14.03 SPECIAL USES**

The following uses may be permitted, upon review and approval by the Village Council in accordance with the general standards for all Special Land Uses listed in Section 8.03, and the standards for the specific use listed in Section 8.11.

- A. Restaurants and other establishments with drive-in or drive-thru facilities.
- B. Commercial outdoor sales and open air business uses.
- C. Indoor commercial recreation such as bowling alleys, billiard halls, archery ranges, tennis courts, skating rinks, and arcades.
- D. Funeral homes.
- E. Mechanical amusement device centers and arcades as a principal or accessory use if there are more than four (4) such devices.
- F. Automobile service (gasoline) stations when developed as part of a larger planned shopping center with shared access and similar architecture.
- G. Essential public service building and storage yards.
- H. Accessory commercial outdoor sales and storage.
- I. Bars serving alcohol.
- J. Showroom and sales of new automobiles and the display and sale of used cars when in conjunction with a showroom and sale of new units thereof; and repair of same when in conjunction with a showroom and sales of new units thereof.
- K. Outdoor Seating at Restaurants only.
- L. Cleaning establishments when in compliance with fire regulations and all other Village ordinances relating thereto.
- M. Used car lots.
- N. Small animal clinic.

***C-1 General Business District***

- O. Automobile service center.
- P. Adult regulated uses.
- Q. Single family, two family and multiple family dwelling units above the ground floor.
- R. A dwelling unit of a resident manager or owner is permitted on the ground floor.
- S. Motels & hotels.
- T. Automatic or self serve car wash.
- U. Mixed Use Developments.
- V. Government or Community Owned Buildings
- W. Medical Marihuana Dispensary

Sec. 22-10. Schedule of civil fines.

(a) A schedule of civil fines payable to the bureau for admissions of responsibility by persons served with municipal ordinance violation notices is established. The fines for the violations listed in this section shall be as follows:  
TABLE INSET:

Code Section	Municipal Civil Infraction	First Violation	First Repeat Violation	Secoud or Subsequent Repeat Violation
10-31	Dogs	\$ 50.00	\$ 100.00	\$ 250.00
18-1	Failure to remove a temporary sign, poster or advertising	50.00	100.00	250.00
18-34	Failure to abate a public nuisance	50.00	100.00	250.00
18-61	Noise	50.00	100.00	250.00
18-82	Roadside dumping and littering	50.00	100.00	250.00
18-112	Storage and repair of motor vehicles	50.00	100.00	250.00
22-9a	Failure to obtain a permit	50.00	100.00	250.00
38-34	Collection and disposal of solid waste	50.00	100.00	250.00
46-76	Failure to remove snow, ice, dirt or debris	50.00	100.00	250.00
54-81	Parking violations	See section 54-81		
54-135	Operation of controlled vehicle in regulated area	5.00	25.00	100.00
<u>The Zoning Ordinance of the Village of Dexter, Article 8.11</u>	<u>Medical Marihuana Dispensary Violation</u>	<u>1000.00</u>	<u>2000.00</u>	<u>3000.00</u>

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## Application for Medical Marihuana Facility

Failure to submit the required information may result in a delay in the processing of your application.

Information will be reviewed for compliance by the Village/Washtenaw County Sheriff's Department. All individual/personal will be kept confidential during outside review. The Sheriff's Department will review the dispensary security plan, screening procedure, operating plan, and inventory controls for compliance with the regulations of the Village of Dexter Zoning Ordinance.

Parcel ID # \_\_\_\_\_ Zoning District \_\_\_\_\_

Business Name: \_\_\_\_\_ Address/Ste #. \_\_\_\_\_

Telephone/Cell: \_\_\_\_\_ Email/Fax: \_\_\_\_\_

**IF THE APPLICANT IS INDIVIDUAL, COMPLETE THE FOLLOWING:**

Home Address: \_\_\_\_\_

SS#: \_\_\_\_\_ DOB: \_\_\_\_\_

DL#: \_\_\_\_\_ Jurisdiction that issued Driver's License: \_\_\_\_\_

**IF APPLICANT IS A CORPORATION, PARTNERSHIP, ASSOCIATION OR LIMITED LIABILITY CORPORATION: APPLICANT MUST LIST ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant must list any stockholders, partners, or members with ownership of 10% or more in the operation.**

NAME	HOME ADDRESS, CITY, STATE&ZIP CODE	DOB	POSITION	%OWNED

Has the applicant or any partner, member, officer, director, or stockholder of the applicant even been convicted of a felony or controlled substances violation(s) in a federal, state or other court?

YES  NO

If the answer is yes, please provide the following: (if necessary, provide additional information on a separate sheet)

NAME AND LOCATION OF COURT	CHARGE CONVICTED OF	SENTENCE	DATE OF SENTENCING	LAST DATE OF incarceration /parole /probation

Has the applicant been denied an application for a medical marihuana dispensary in any jurisdiction?  Yes  No

Has the applicant had a medical marihuana dispensary license suspended or revoked by any jurisdiction?  Yes  No

Does the applicant have legal possession of the premises for at least one year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

Ownership       Lease       Other (explain in detail) \_\_\_\_\_

If leased, list the name of the landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

LANDLORD	TENANT	EXPIRES

If a premise is leased, attach written consent by the owner of the property to the licensing of the premises for a medical marihuana dispensary.

Name of Manager for licensed premises: \_\_\_\_\_ DOB: \_\_\_\_\_

SS#: \_\_\_\_\_ DL#: \_\_\_\_\_

Registry ID #: \_\_\_\_\_ Building Owner: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Square footage occupied: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_ Number of Registered Qualifying Patients: \_\_\_\_\_

Does the applicant have an alarm system in place?  Yes  No  
(Ongoing monitoring is REQUIRED) Provide a copy of the contract for ongoing monitoring.

Alarm/Monitoring Company Name and Phone: \_\_\_\_\_

Security Guard Company: \_\_\_\_\_ Name of Guard: \_\_\_\_\_

Guard License #: \_\_\_\_\_ Guard Hours: \_\_\_\_\_

**Oath of Application**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Village of Dexter Code and all Rules and Regulations and the Michigan Medical Marihuana Law of 2008, which govern my Medical Marihuana Dispensary License Application.

AUTHORIZED SIGNATURE	PRINT NAME	TITLE	DATE

Fees\*:

Subject to change by Village Council without notice.

\$3,000 Initial Application Fee

\$1,000 Annual Application Renewal

Items must be submitted with application for review. Failure to submit all required information may result in a delay in the processing of your application.

\_\_\_\_ Provide a copy of any lease or rental agreement pertaining to the Dispensary with this application;

\_\_\_\_ Provide a description of the security plan, including but not limited to, any lighting, alarms, barriers, recording/monitoring devices, and security guard arrangements proposed for the Dispensary facility and premises;

\_\_\_\_ An executed Release of Liability, Indemnification and Hold Harmless waiver (see attached);

\_\_\_\_ Proof of Insurance, including ????

\_\_\_\_ Area map, drawn to scale, indicating the radius of five hundred (500) feet from the boundaries of the proposed dispensary site, the proximity of the site to any school, existing dispensary site or public library.

\_\_\_\_ Description of the screening, registration and validation process for persons receiving or dispensing medical marihuana at the proposed dispensary;

\_\_\_\_ Disclosure of any citation or conviction for, or guilty/no contest plea to, any violation of the laws of the United States, any state, or any local unit of government regulating controlled substances by the applicant or any of its members, officials, owners or stockholders;

\_\_\_\_ Description of the process for tracking medical marihuana quantities and inventory controls;

\_\_\_\_ Description of an operating plan for the proposed dispensary including the following:

1. A description of the products and services to be provided at the dispensary;
2. Floor plan, drawn to scale, showing the layout of the dispensary and the principle uses of the floor area depicted therein.
3. Detailed description of all marihuana storage facilities and equipment including enclosed, locked facilities, as required by the Act.

\_\_\_\_ Description of any proposed signs in accordance with Article 7, Signs, including detailed depiction of sign language or displays, dimensions, locations, quantity, configuration and illumination.

\_\_\_\_ Description and drawing of proposed buildings (exterior) to be constructed or used.

The approval of the above use and occupancy is limited to those described, and that further change, expansion or addition from the approved use if expressly prohibited.

-----FOR DEPARTMENT USE ONLY-----

Planning/Zoning

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Signature

Date

Other Approvals?





AGENDA 2-28-11

ITEM L-1.

## VILLAGE OF DEXTER

[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)

8140 Main Street Dexter, MI 48130-1092

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

### MEMO

**To: President Keough and Council**  
**From: Donna Dettling, Village Manager**  
**Date: February 28, 2011**  
**Re: Resolution approving the**  
**Brownfield Redevelopment Project for**  
**BST Investment 2810 Baker Road**

Attached is a Resolution approving the Brownfield Plan Amendment for the BST Investment 2810 Baker Road Brownfield Redevelopment Project also referred to as the Wellness Center Project. The Brownfield Plan document is attached which includes several exhibits, maps and schedules.

Exhibit D is the Interlocal Agreement between the Downtown Development Authority and the Washtenaw County Brownfield Redevelopment Authority. This document was adopted at the January 20, 2011 DDA meeting. The DDA is in full support of this type of funding mechanism for projects in the District, which directs the TIF (tax increment financing) capture from the project to cover eligible demolition and clean up costs for the project.

Brett Lenert from Washtenaw County will be attending the meeting to explain the program and answer questions.

**RESOLVED BY THE VILLAGE COUNCIL OF DEXTER:**

WHEREAS, Washtenaw County established the Washtenaw County Brownfield Redevelopment Authority (WCBRA) in accordance with the Brownfield Redevelopment Financing Act, being Act 381 of 1996 as amended (the Act) to encourage redevelopment of contaminated, functionally obsolete or blighted property by providing economic incentives; and

WHEREAS, a Brownfield Plan for the BST Investments-2810 Baker Road Brownfield Redevelopment Project has been created to facilitate the redevelopment of the Property resulting in approximately 88,000 square feet of commercial space in the Downtown Development Authority District, with an estimated investment of \$9 million; and

WHEREAS, a Brownfield Plan was originally approved for the project by the Village of Dexter on May 29, 2007 to support project application for Michigan Business Tax Credit application; and

WHEREAS, The proposed Brownfield Plan Amendment for the BST-Investments 2810 Baker Road Brownfield Redevelopment Project will retain this eligibility and add the utilization of tax increment revenues to support demolition and other associated Brownfield activities; and

WHEREAS, January 20, 2011, the Dexter Downtown Development Authority approved an interlocal agreement with the Washtenaw County Brownfield Redevelopment Authority to facilitate the implementation of the proposed Brownfield Plan Amendment; and

WHEREAS, the Plan must be approved by the Village of Dexter prior to final approval by the Washtenaw County Board of Commissioners;

NOW THEREFORE BE IT RESOLVED that the Village of Dexter approves the Brownfield Plan Amendment for the BST Investments 2810 Baker Road Brownfield Redevelopment Project; and

THAT the proposed Brownfield Plan meets the requirements of the Act and constitutes a valid public purpose.

AYES:

NAYS:

ABSENT:

**RESOLUTION DECLARED ADOPTED THIS 28<sup>TH</sup> DAY OF FEBRUARY, 2011**

---

Shawn W. Keough, Village President

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, at a regular meeting held on the 28<sup>th</sup> day of February, 2011.

---

Carol Jones, Village Clerk

**WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

**BROWNFIELD PLAN - AMENDMENT  
FOR  
BST INVESTMENTS, LLC  
2810 BAKER ROAD  
DEXTER, MICHIGAN**

Original Plan approved by the Washtenaw County Board of Commissioners on July 18, 2007.

Washtenaw County Brownfield Redevelopment Authority  
Economic Development and Energy Department  
110 N. Fourth Ave., P.O. Box 8645  
Ann Arbor, MI 48107-8645

James Harless, Chair  
Brett Lenart, Economic Development and Energy Department  
Lindsay Nelson, Economic Development and Energy Department

Prepared with the assistance of:  
Steve Brouwer  
A.R. Brouwer Co., LLC  
7444 Dexter-Ann Arbor Road  
Dexter, MI 48130

Interlocal Agreement approved by the Dexter DDA on January 20, 2011.  
Amendment approved by the Village Council of Dexter on [date approved].  
Amendment/Interlocal Agreement approved by the Brownfield Redevelopment Authority on [date approved].  
Amendment approved by the Washtenaw County Board of Commissioners on [date approved].

Version Date: February 20, 2011

## TABLE OF CONTENTS

1. PROJECT SUMMARY
2. INTRODUCTION AND PURPOSE
3. ELIGIBLE PROPERTY INFORMATION
4. PROPOSED REDEVELOPMENT
5. BROWNFIELD CONDITIONS
6. BROWNFIELD PLAN ELEMENTS
  - A. Description of Costs to Be Paid for With Tax Increment Revenues
  - B. Summary of Eligible Activities
  - C. Estimate of Captured Taxable Value and Tax Increment Revenues
  - D. Method of Financing and Description of Advances Made by the Municipality
  - E. Maximum Amount of Note or Bonded Indebtedness
  - F. Duration of Brownfield Plan
  - G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions
  - H. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property
  - I. Estimates of Residents and Displacement of Individuals/ Families
  - J. Plan for Relocation of Displaced Persons
  - K. Provisions for Relocation Costs
  - L. Strategy for Compliance with Michigan's Relocation Assistance Law
  - M. Description of Proposed Use of Local Site Remediation Revolving Fund
  - N. Other Material that the Authority Considers Pertinent

### EXHIBITS

- A. Legal Description, Site Location Map, and Parcel Map
- B. Site Plan
- C. Photographs of Site
- D. Interlocal Agreement

### SCHEDULES

1. Projected Tax Increment Financing Capture by Jurisdiction

## PROJECT SUMMARY

<b>Project Name:</b>	BST Investments, LLC
<b>Project Location:</b>	2810 Baker Road, Dexter, Michigan
<b>Type of Eligible Property:</b>	Facility
<b>Eligible Activities:</b>	Reimbursement of Demolition - \$230,000 Brownfield Plan/Workplan Development - \$10,000 Authority Administrative Costs - \$24,000 <u>Local Site Remediation Revolving Fund - \$48,000</u> Total \$312,000
<b>Estimated Capital Investment:</b>	\$9 Million

### Project Overview:

The redevelopment of the Property will consist of the demolition of three buildings on site and construction of a new commercial complex, consisting of three buildings with a total area of 88,000 square feet. One two-story building is now completed; two buildings are to be developed in 2011. The overall estimated investment of the project is \$9 million. The Plan includes \$312,000 in tax increment financing activities, which will be reimbursed through local and state property tax increment revenues. Construction is anticipated to resume in 2011 and will continue through 2012. This Plan has been created for the purpose of facilitating the redevelopment of the Property and to allow for the application of tax increment financing from local and state property tax increment, as well as maintain eligibility for Michigan Business Tax Credits.

## 1. INTRODUCTION AND PURPOSE

Washtenaw County (the County) established the Washtenaw County Brownfield Redevelopment Authority (the Authority) by adoption of a resolution pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (Act 381). The Michigan Department of State, Office of the Great Seal, acknowledged receipt and filing of the resolution. The County Board of Commissioners established the Authority Board and appointed its members. Act 381 authorizes the Authority to undertake all activities allowed by the law. The primary purpose of Act 381 is to encourage the redevelopment of contaminated, functionally obsolete, or blighted property by providing economic incentives through tax increment financing for certain eligible activities and Michigan Business Tax Credits.

The Brownfield Plan (Plan) describes qualifying factors that determine “eligible activity” status, for example, the contamination that qualifies a property as a “facility” and makes it a brownfield site. The Plan also describes the method or methods used to clean up and revitalize the site, including the cost of the cleanup and the amount of tax dollars generated by the new development, if any, which will be used to pay for the cleanup or revitalization. Once approved by the local unit of government, the Authority, and the County Board of Commissioners, the Plan will act as a guide for implementation of the project.

The purpose of this Plan, to be implemented by the Authority, is to satisfy the requirements for a Brownfield Plan as specified in Act 381 of the Public Acts of the State of Michigan of 1996, as amended, MCL 125.2651 et. seq., which is known as the “Brownfield Redevelopment Financing Act.” Terms used in this document are as defined in Act 381.

## 2. ELIGIBLE PROPERTY INFORMATION

The Eligible Property (the Property) is located at 2810 (formerly 2720) Baker Road in the Village of Dexter, Washtenaw County, Michigan. The Property originally consisted of two real parcels (HD-08-06-400-011 and HD-08-06-400-010) and seven personal property parcels. The original two parcels have been split and the Property currently consists of eight parcels (HD-08-06-455-000, HD-08-06-455-001, HD-08-06-455-002, HD-08-06-458-001, HD-08-06-458-002, HD-08-06-458-003, HD-08-06-458-004, HD-08-06-458-005). The project covers 7.4 acres. A legal description, site location map, and parcel map is included in Exhibit A.

The Property was historically developed with a dwelling and associated outbuildings on the southwest part of the site sometime prior to 1940. Development of three buildings began in the 1950s, and included several commercial and light industrial tenants, including an automobile repair business.

### **3. PROPOSED REDEVELOPMENT**

In 2010, construction was completed on a commercial development, which currently houses the Dexter Pharmacy. Onsite amenities such as landscaping and parking were also included in this development. This development included the demolition of two buildings on site and portions of the third building.

BST Investments, LLC (the Developer) intends to redevelop the Property as a commercial development which will also include onsite parking and landscaping. The remaining building on site will be demolished and a new buildings will be constructed that will house the Dexter Wellness Center. An additional commercial building will be constructed on the southwest corner of the site.

The total development will consist of three buildings with a total area of 88,000 square feet. Overall investment for the project is \$9 million. Investment is through private financing, the use of tax increment financing, and MBT application via this Brownfield Plan. Construction will begin on the new development in 2011 and will be completed by 2012. It is estimated that the project will retain approximately 40 jobs and support 80 new jobs.

### **4. BROWNFIELD CONDITIONS**

Development of the buildings on the site began in the 1950s, and has included several commercial and light industrial tenants, including an automobile repair business. The Property was recently used for the assembly, storage, and offsite distribution of paper products, small toys, gifts, etc.

Several subsurface investigations have been conducted between February 2003 and November 2006 to evaluate whether the former use of the Property contaminated the soil and groundwater. The laboratory analytical results from these investigations indicated the presence of Benzene, Ethylbenzene, n-Butylbenzene, sec-Butylbenzene, n-Propylbenzene, 1,2,4 – Trimethylbenzene, 1,3,5 – Trimethylbenzene, Toluene, Xylenes, and Naphthalene above MDEQ Generic Residential Cleanup Criteria.

Therefore, the Property meets the definition of a “facility,” as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), Michigan Public Act (PA) 451, 1994, as amended. Table 1 describes the individual parcels and brownfield conditions qualification basis:

**Table 1: Brownfield Eligibility Status**

Parcel Number	Brownfield Qualification Status
HD-08-06-400-010 (old parcel)	Facility (benzene, ethylbenzene, n-butylbenzene, sec-butylbenzene, n-propylbenzene, 1,2,4-Trimethylbenzene, 1,3,5-Trimethylbenzene, Toluene, Xylenes, Naphthalene)
HD-08-06-400-011 (old parcel)	Adjacent and contiguous
HD-08-06-455-000 (new parcel)	Facility (benzene, ethylbenzene, n-butylbenzene, sec-butylbenzene, n-propylbenzene, 1,2,4-Trimethylbenzene, 1,3,5-Trimethylbenzene, Toluene, Xylenes, Naphthalene)
HD-08-06-455-001 (new parcel)	Adjacent and contiguous
HD-08-06-455-002 (new parcel)	Adjacent and contiguous
HD-08-06-458-001 (new parcel)	Adjacent and contiguous
HD-08-06-458-002 (new parcel)	Adjacent and contiguous
HD-08-06-458-003 (new parcel)	Adjacent and contiguous
HD-08-06-458-004 (new parcel)	Adjacent and contiguous
HD-08-06-458-005 (new parcel)	Adjacent and contiguous

**5. BROWNFIELD PLAN ELEMENTS (as specified in Section 13(1) of Act 381)**

**A. Description of Costs to Be Paid for with Tax Increment Revenues**

The Developer is requesting that the Authority capture incremental local and state operating taxes generated through tax increment financing to reimburse the cost of certain “eligible activities” as provided in this Plan totaling \$240,000. Additionally, the Authority will capture administrative fees and Local Site Remediation Revolving Funds from this Plan.

**B. Summary of Eligible Activities**

TABLE 2: MEGA Eligible Activities	
1. Demolition	\$200,000
2. Contingency (15%)	\$30,000
3. Development of Brownfield Plan Amendment and Act 381 Work Plan	\$10,000
TOTAL ELIGIBLE ACTIVITIES	\$240,000
4. WCBRA Administrative Capture (Local tax capture only)	\$24,000
5. WCBRA Local Site Remediation Revolving Loan Fund Capture (Local tax capture only, 20% of eligible activities)	\$48,000
Total Capture	\$312,000

Approval of school taxes for capture is subject to approval of an Act 381 Workplan by the Michigan Economic Development Authority. If all or any portion of the proposed activities

submitted for such approval are denied, then the corresponding activities shall be eligible for local tax capture approval pursuant to Act 381 of 1996, as amended.

**C. Estimate of Captured Taxable Value and Tax Increment Revenues**

An estimate of the captured taxable value and tax increment revenues by year is attached as Schedule 1. All captured taxable value will be used to support the activities identified in the Brownfield Plan.

**D. Method of Financing and Description of Advances Made by the Municipality**

The costs of the Plan will be financed by the Developer. Eligible costs will be reimbursed through tax increment revenues generated from the Property. Tax increment revenues will be sought from both local and state tax capture, pursuant to an Act 381 Work Plan and the Brownfield Plan. The Developer will be reimbursed for eligible activities pursuant to an executed development and reimbursement agreement after the approval of the Brownfield Plan and the generation of adequate tax increment revenues. Schedule 1 provides a breakdown of the state and local tax portions of the eligible activity reimbursement. Exhibit D provides the Village of Dexter Downtown Development Authority (DDA) Interlocal Agreement that pledges DDA TIF revenues for the purposes of this Plan.

If the identified eligible costs are not approved by the state for school tax capture, the cost of those activities will be eligible for local tax capture only.

**E. Maximum Amount of Note or Bonded Indebtedness**

There will be no advances by the Village, County, or Authority related to this Plan.

**F. Duration of Brownfield Plan**

It is estimated that it will take four years to reimburse the Developer for eligible costs through tax increment revenues. In addition, once all eligible costs are reimbursed, funds will be captured for the County-wide Local Site Remediation Revolving Fund. The capture will begin in 2011 and will remain under the Plan to the extent that all eligible activities undertaken in this Plan are repaid, but in no event will the Plan exceed the maximum duration provided for in MCLA 125.2663(1)(f).

**G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions**

Tabular estimates of the incremental tax increases are attached as Schedule 1.

**H. Legal Description, Property Map, and Statement of Qualifying Characteristics**

A legal description and property map are located in Exhibit A. The site qualifies as an eligible property as it meets the definition of a “facility,” as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), Michigan Public Act (PA) 451, 1994, as amended.

**I. Estimates of Residents and Displacement of Individuals/ Families**

There are no persons residing on the Eligible Property, and therefore there will be no displacement or relocation of persons or businesses under this Plan.

**J. Plan for Relocation of Displaced Persons**

This section is inapplicable to this site as there are no persons residing on the Property.

**K. Provisions for Relocation Costs**

This section is inapplicable to this site as there are no persons residing on the Property.

**L. Strategy for Compliance with Michigan’s Relocation Assistance Law**

This section is inapplicable to this site as there are no persons residing on the Property.

**M. Description of Proposed Land Use of Local Site Remediation Revolving Fund**

The Authority has established a Local Site Remediation Revolving Fund (LSRRF). The LSRRF will consist of all tax increment revenues authorized to be captured and deposited in the LSRRF, as specified in Section 13(5) of Act 381, under this Plan and any other plan of the Authority. It may also include funds appropriated or otherwise made available from public or private sources. The amount of tax increment revenue authorized for capture and deposit in the LSRRF is estimated to be \$48,000 (20% of eligible activities).

No funds from the Washtenaw County LSRRF will be used for the Project.

**N. Other Material that the Authority Considers Pertinent**

**Administrative Fees**

The amount of tax increment revenue authorized for capture and deposit for the Washtenaw County Brownfield Redevelopment Authority’s administrative and operating expenses is \$24,000.

### **Timely Completion of Eligible Activities**

Eligible activities must be completed within 5 years of the date of Brownfield Plan approval.

### **Brownfield Michigan Business Tax (MBT) Credit**

This Brownfield Plan Amendment is intended to add tax increment financing authority to the previously adopted Brownfield Plan which provided MBT eligibility.

The Property is included in this Plan to enable "qualified taxpayers" to apply for a credit against their Michigan business tax liability for "eligible investments", as defined by Section 437(32) of Michigan Business Tax Act, incurred on the Property after the adoption of the original Brownfield Plan, but no earlier than 90 days from the date of a pre-approval letter from the MEGA. By approval of this Plan, the Authority, Village and County neither intend to make nor have made representations to a developer or any other person of the availability, amount or value of any credit under the Michigan Business Tax Act or that adoption of this Plan will qualify or entitle a developer or any other person to apply for or receive pre-approval or approval of any credit under the Michigan Business Tax Act for the Property. The Authority, Village and County also assume no obligation to take any action or to modify or amend this Plan to facilitate or to allow any person to receive pre-approval or approval of any credit under the Michigan Business Tax Act for the Property.

**EXHIBITS**

- A. Legal Description, Site Location Map, and Parcel Map
- B. Site Plan
- C. Photographs of Site
- D. Interlocal Agreement

**SCHEDULES**

- SCHEDULE 1 Projected Tax Increment Financing Capture by Jurisdiction

**EXHIBIT A**  
Legal Descriptions  
Site Location Map  
Parcel Map

## LEGAL DESCRIPTIONS

### **HD-08-06-455-000**

Master Condo Parcel

### **HD-08-06-455-001**

UNIT 1, DEXTER TOWN CENTER CONDO, WASHTENAW CO CONDO SUBDV NO. 561. T2S, R5E, VILLAGE OF DEXTER. COMB ON 04/17/2007 FROM HD-08-06-400-010, HD-08-06-400-011; SPLIT ON 01/23/2008 FROM HD-08-06-400-021;

### **HD-08-06-455-002**

UNIT 2, DEXTER TOWN CENTER CONDO, WASHTENAW CO CONDO SUBDV PLAN NO. 561. T2S, R5E, VILLAGE OF DEXTER. COMB ON 04/17/2007 FROM HD-08-06-400-010, HD-08-06-400-011; SPLIT ON 01/23/2008 FROM HD-08-06-400-021;

### **HD-08-06-458-001**

UNIT 1, DTC BUILDING III CONDO, WASHTENAW CO CONDO SUBDV PLAN NO. 582, T2S, R5E VILLAGE OF DEXTER. SPLIT ON 01/27/2010 FROM HD-08-06-455-003;

### **HD-08-06-458-002**

UNIT 2, DTC BUILDING III CONDO, WASHTENAW CO CONDO SUBDV PLAN NO. 582, T2S, R5E VILLAGE OF DEXTER. SPLIT ON 01/27/2010 FROM HD-08-06-455-003;

### **HD-08-06-458-003**

UNIT 3, DTC BUILDING III CONDO, WASHTENAW CO CONDO SUBDV PLAN NO. 582, T2S, R5E VILLAGE OF DEXTER. SPLIT ON 01/27/2010 FROM HD-08-06-455-003;

### **HD-08-06-458-004**

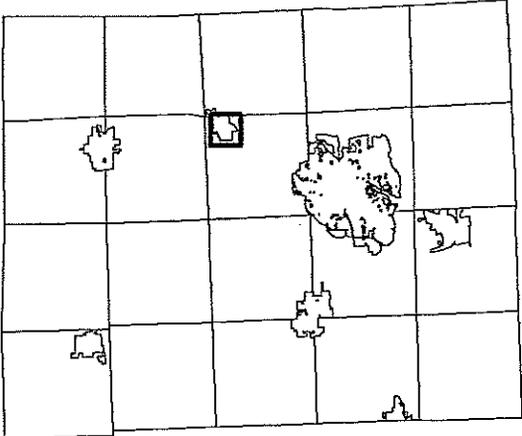
UNIT 4, DTC BUILDING III CONDO, WASHTENAW CO CONDO SUBDV PLAN NO. 582, T2S, R5E VILLAGE OF DEXTER. SPLIT ON 01/27/2010 FROM HD-08-06-455-003;

### **HD-08-06-458-005**

UNIT 5, DTC BUILDING III CONDO, WASHTENAW CO CONDO SUBDV PLAN NO. 582, T2S, R5E VILLAGE OF DEXTER. SPLIT ON 01/27/2010 FROM HD-08-06-455-003;

# LOCATION MAP

2810 BAKER ROAD



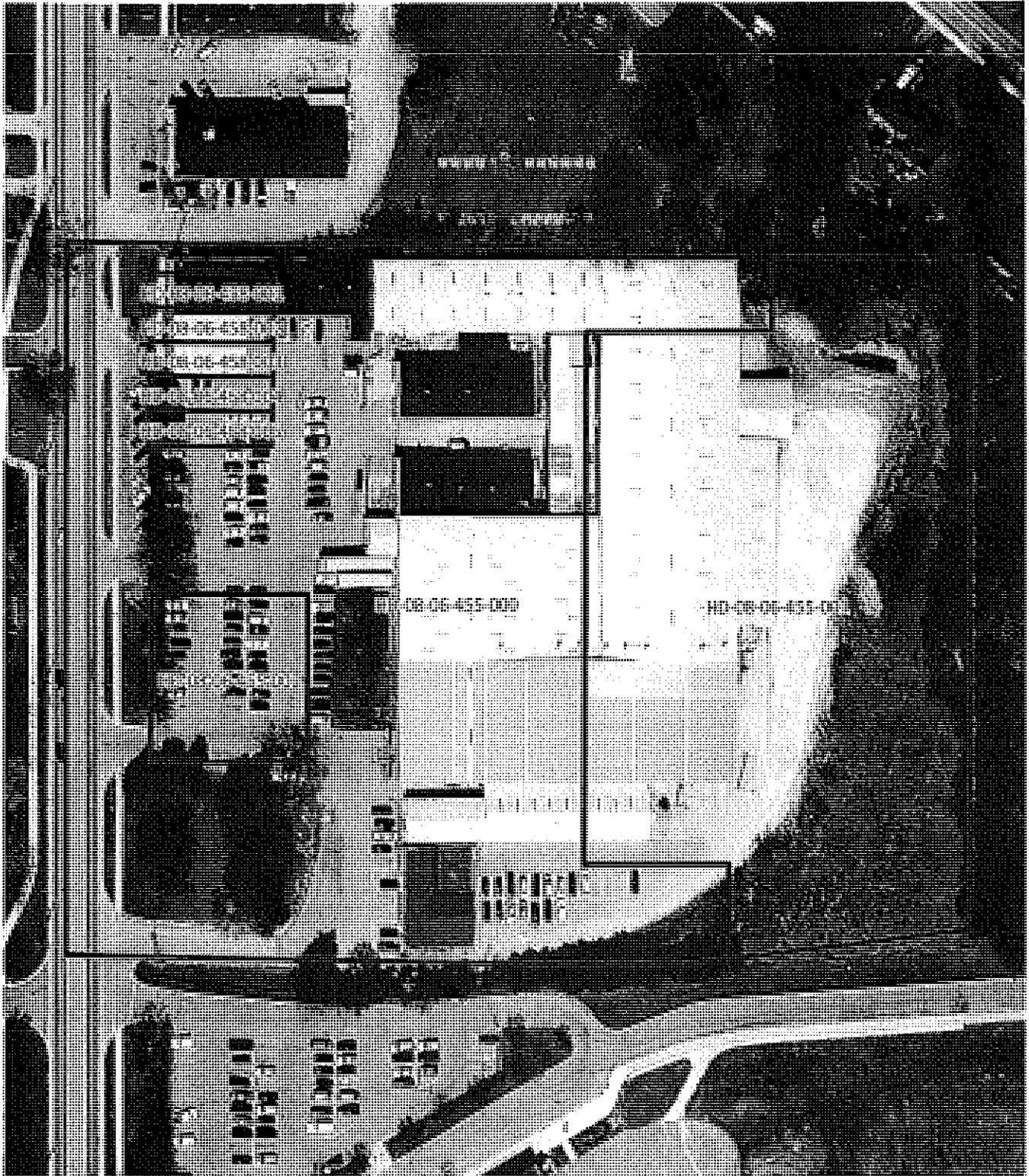
WASHTENAW COUNTY



Map by Lindsay Nelson  
January 11, 2011



# PARCEL MAP (Condo Arrangement)



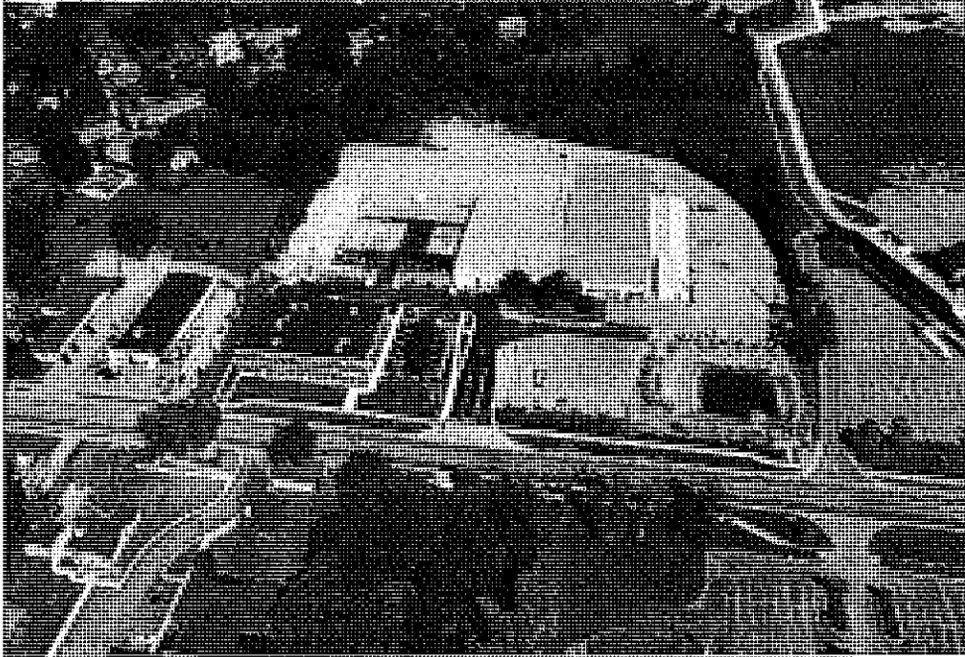
Map by Brett Lenart  
December 9, 2010



**EXHIBIT B**  
Site Plan



**EXHIBIT C**  
**Site Photographs**



**Aerial Photograph of Site, August 2010**



**Dexter Pharmacy Nearing Completion, July 2010**

**EXHIBIT D**  
**Interlocal Agreement**

**INTERLOCAL AGREEMENT TO USE LOCAL TAX INCREMENT  
REVENUES FOR THE BST INVESTMENTS BROWNFIELD REDEVELOPMENT  
PROJECT**

WHEREAS, the Urban Cooperation Act, PA7 of 1967, Extra Session (Act 7), provides that a public agency may enter into interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share to in common and that each might exercise separately; and

WHEREAS, the Village of Dexter Downtown Development Authority (DDA) was duly established pursuant to PA 381 of 1980, as amended (Act 450); and

WHEREAS, the Washtenaw County Brownfield Redevelopment Authority (WCBRA) was duly established pursuant to PA 381, 1996, as amended (Act 381); and

WHEREAS, the WCBRA and DDA are considered a “public agency” under Act 7; and

WHEREAS, the WCBRA has the authority to pay for “eligible activities” and capture tax increment revenues generated by the levy of certain taxes via approved brownfield plans pursuant to and as described in Act 381; and

WHEREAS, the DDA has the authority to pay for certain eligible activities and capture tax increment revenues generated by the levy of certain taxes on the property pursuant to the Downtown Development Strategic Plan (the DDA Plan), and

WHEREAS, the DDA and the WCBRA enter into this Interlocal Agreement to transfer the DDA tax increment revenues to the WCBRA to reimburse the Act 381 “eligible activities” pursuant to the BST Investments Brownfield Redevelopment Plan (Plan); and

THEREFORE, the DDA and WCBRA agree as follows:

1. **Transfer and Use of Tax Increment Revenues.** Only upon affirmative vote by the Village of Dexter (Village), WCBRA and the Washtenaw County Board of Commissioners (BOC) approving the Plan, shall the tax increment revenues captured by the DDA on the subject property specified in the 2810 Baker Road, BST Investments Brownfield Plan be transferred to the WCBRA to reimburse approved eligible activities for the project, WCBRA administration fees and the Local Site Remediation Revolving Fund, estimated to total \$178,898.
2. **Limitation to Tax Increment Revenues from Eligible Property.** The DDA shall only transfer to the WCBRA the tax increment revenues generated by the eligible property to reimburse for approved eligible activity costs identified in the approved Brownfield Plan and authorized by Act 381. Upon conclusion or dissolution of the brownfield plan, all tax increment revenues generated by the eligible property shall be captured by the DDA as stated in the DDA Plan.

3. **DDA Obligation subordinate to Existing Bonds.** This DDA's obligation to transfer tax revenues to the WCBRA pursuant to this Agreement is subordinate to, and contingent upon the ability of the DDA to capture sufficient tax increment revenues from the captured assessed value of the property in its Downtown District other than the eligible property to pay its annual debt service obligations on bonds and other obligations issued by the DDA. In the event that the DDA does not have sufficient funds from tax increment revenues from the captured assessed values of the property in its Downtown District other than the eligible property to pay its annual debt service on such bonds or other obligations, then the DDA shall not be obligated to transfer tax increment financing revenues generated from the eligible property to pay its annual debt service obligations. In such instances where the DDA uses tax increment revenues from the eligible property to pay its annual debt service on such bonds or other obligations, it is understood that once these obligations are met the transfer of tax increment revenues from the eligible property will continue until eligible activities are reimbursed or the Brownfield Plan expires, whichever occurs first.
4. **WCBRA as Agent under This Agreement.** The parties designate the WCBRA as the agent to receive and disburse all tax increment revenues generated by the eligible properties until such time all obligations of the approved Plan have been satisfied.
5. **WCBRA as Agent under Reimbursement Agreements.** The parties agree to designate the WCBRA as agent to develop and enforce the terms of any Reimbursement Agreement executed with outside parties pursuant to the approved Plan.
6. **Effective Date.** The Agreement shall commence upon its approval by the legislative bodies of the DDA and WCBRA and duly executed by their authorized representatives and filed with the Washtenaw County Clerk and Secretary of State of the State of Michigan as required by Act 7.
7. **Severability.** To the extent that any provisions contained in this Agreement is deemed enforceable, to the extent possible, the remaining terms shall remain in effect.

The DDA and WCBRA, by their authorized representatives, have executed this Agreement as indicated on the attached signature page:

This agreement was approved by the Village of Dexter Downtown Development Authority. The Vice-Chairperson and Secretary were authorized to sign this Agreement on the 20th day of January, 2011 and was executed by the Vice-Chairperson and Secretary on the \_\_\_\_ day of \_\_\_\_\_, 2011.

Witnesses

VILLAGE OF DEXTER DOWNTOWN  
DEVELOPMENT AUTHORITY

\_\_\_\_\_

\_\_\_\_\_  
Vice-Chairperson, Dan O'Haver

\_\_\_\_\_

\_\_\_\_\_  
Secretary, Carol Jones

Subscribed and sworn before me on this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public, Washtenaw County  
My commission expires: \_\_\_\_\_

This agreement was approved by the Washtenaw County Brownfield Redevelopment Authority. The Chairperson was authorized to sign this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2011 and was executed by the Chairperson on the \_\_\_\_ day of \_\_\_\_\_, 2011.

Witnesses

WASHTENAW COUNTY BROWNFIELD  
REDEVELOPMENT AUTHORITY

\_\_\_\_\_

\_\_\_\_\_  
Chairperson, James Harless

Subscribed and sworn before me on this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public, Washtenaw County  
My commission expires: \_\_\_\_\_

**SCHEDULE 1**  
**Projected Tax Increment Financing Capture by Jurisdiction**

# Schedule 1 - Projected Tax Increment Financing Capture by Jurisdiction -

BST Investments LLC, Dexter Wellness Center, 2810 Baker Road, Village of Dexter

	State Portion**	Local Portion
Eligible Expenses for Reimbursement under Public Act 381	\$105,600	\$134,400
Eligible Project Activities (Demolition, Brownfield Plan, Workplan)	\$240,000	\$24,000
Brownfield Program Administrative Fee (10% of Eligible Activities)	\$0	\$48,000
Local Site Remediation Revolving Fund (20% of Eligible Activities)	\$0	\$312,000

Wellness Center  
2810 Baker  
Constructed

	2011	2012	2013	2014	2015
Initial Taxable Value (2007 - Original Plan Approval)	\$1,880,224	\$1,880,224	\$1,880,224	\$1,880,224	\$1,880,224
New Taxable Value:	\$2,429,397	\$1,553,600	\$4,953,800	\$4,953,799	\$4,953,800
Captured Taxable Value:	\$549,173	-\$326,424	\$3,073,576	\$3,073,575	\$3,073,576

Millage Category	Last Year Capture Factors ar Capture Factors	
	State	Local
State Capture	0.2529	0.1578393
State Education Tax (SET)	6.00000 \$ 3,295 \$	18,441 \$ 4,664 \$
Dexter School Operating	18.00000 \$ 9,885 \$	55,924 \$ 13,992 \$
School Debt (not allowed to be captured)		
<b>STATE TOTAL</b>	<b>24.00000 \$ 13,180 \$</b>	<b>73,766 \$ 18,655 \$</b>
	46%	

Local Capture	State	Local	Totals
Intermediate School District (ISD)	3,97450 \$ 2,183 \$	12,216 \$ 1,928 \$	28,543
Community College**	3,68560 \$ 2,024 \$	11,328 \$ 1,788 \$	26,468
County Operating**	2,87090 \$ 1,577 \$	8,824 \$ 1,393 \$	20,617
County Operating (DDA exempt)	2,87090 \$ 1,577 \$	8,824 \$ 1,393 \$	20,617
Village of Dexter - Operating**	9,81510 \$ 5,390 \$	30,167 \$ 4,762 \$	70,487
Library**	1,08860 \$ 598 \$	3,346 \$ 528 \$	7,818
Village of Dexter - Streets**	2,98910 \$ 1,642 \$	9,187 \$ 1,450 \$	21,466
Sciö Township - Operating**	0,95180 \$ 523 \$	2,925 \$ 462 \$	6,835
Conservation (Sciö)**	0,49420 \$ 271 \$	1,519 \$ 240 \$	3,549
<b>LOCAL - TOTAL CAPTURE</b>	<b>28,7407 \$ 15,784 \$</b>	<b>88,337 \$ 13,943 \$</b>	

Local Tax Capture for WCBRA Administrative Costs (Annual)	State	Local	Totals
Local Tax Capture for WCBRA Administrative Costs (Annual)	\$ 3,000 \$	\$ 7,000 \$	\$ 7,000
Local Tax Capture for WCBRA Administrative Costs (Cumulative)	\$ 3,000 \$	\$ 10,000 \$	\$ 17,000
Local Tax Capture for WCBRA LSSRF (Annual)	\$ 2,000 \$	\$ 2,000 \$	\$ 35,057
Local Tax Capture for WCBRA LSSRF (Cumulative)	\$ 2,000 \$	\$ 6,000 \$	\$ 41,057
Local Tax Capture for Eligible Activity Reimbursement (Annual)	\$ 10,784 \$	\$ 77,337 \$	\$ 46,280
Local Tax Capture for Eligible Activity Reimbursement (Cumulative)	\$ 10,784 \$	\$ 88,120 \$	\$ 134,400
State Tax Capture for Eligible Activity Reimbursement (Annual)	\$ 13,180 \$	\$ 73,766 \$	\$ 18,655
State Tax Capture for Eligible Activity Reimbursement (Cumulative)	\$ 13,180 \$	\$ 86,946 \$	\$ 105,601
Total Eligible Activities Reimbursed (Annual)	\$ 23,964 \$	\$ 151,103 \$	\$ 64,935
Total Eligible Activities Reimbursed (Cumulative)	\$ 23,964 \$	\$ 175,066 \$	\$ 240,001

\*Subject to Approval of Act 381 Workplan by MEDC

\*\*TIF Capture Effective Through Interlocal Agreement Executed by Dexter DDA (Estimated Total \$157,240)





**Memorandum**

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: Mill Creek Park Scope  
Date: February 23, 2011

Attached is the Scope of Services from JJR to complete the bidding and construction administration for the Mill Creek Park project. It is proposed that the bidding and construction documents would be prepared upon approval and that the project would be bid in March with construction to follow immediately following bid award.

**TIMELINE (TENTATIVE)**

- Site Plan Approval – February 28, 2011
- MDNRE Permit Approval – Week of February 28<sup>th</sup>
- Site Plan submittal to granting agencies – Week of March 7<sup>th</sup>
- Bid Release – Week of March 21<sup>st</sup>
- Bids Due – Week of April 18<sup>th</sup>
- Project Start – Beginning of May

The existing scope of services approved in 2009 is 95% complete. Delivery of the final site plan is pending MDNRE permit approval and minor stream channel design modifications given the permit conditions.

The estimated project cost for the Mill Creek Park improvements is between \$950,000 and \$1,100,000. Changes to the estimate are anticipated given the permitting requirements to change the stream restoration design including the proposed rip rap and bank stabilization. Refined project cost estimates will be completed following the redesign of the stream channel in accordance with the permit conditions.

The scope is for an amount not to exceed \$65,600. A budget amendment will be necessary.

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

Thank you.



JJR  
110 MILLER AVENUE  
ANN ARBOR, MI 48104  
734.662.4457

February 7, 2011  
(Revised February 9, 2011)

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

RE: Proposal of Professional Services  
Mill Creek Park – Phase 1 Improvements  
Bidding Assistance and Construction Observation Services

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 Mill Creek bank restoration and MDEQ coordination. JJR and ECT will be collectively referenced herein as JJR.

**SCOPE OF SERVICES**

Project Understanding

The Scope of Services developed in this proposal is based on the understanding that JJR will provide professional services to the CLIENT for bidding assistance and construction observation services for the Phase 1 park enhancements identified under our February 23, 2010 design contract with the CLIENT.

Basic Services

The work to be provided by JJR under this Scope of Services includes:

- The preparation of all bidding documents.
- Assisting the CLIENT during the bidding process.
- Representing the CLIENT during construction.
- Assisting the CLIENT associated with grant reporting.



Ms. Allison Bishop  
Community Development Director  
Village of Dexter  
Proposal of Professional Services  
Mill Creek Park – Phase 1 Improvements  
Bidding Assistance and Construction Observation Services  
February 7, 2011  
(Revised February 9, 2011)  
Page 2

## **BIDDING PHASE**

Under the February 23, 2010 design contract, JJR prepared construction drawings and technical specifications for all Phase 1 park enhancements. Under this phase of work, JJR will:

- Prepare the “Front End” documents that will be combined with the Technical specification and construction drawings creating the Project Manual that will become the Bidding Documents. The Front End documents will include:
  - Advertisement For Bids
  - Instruction To Bidders
  - Bid Form
  - Agreement
  - General and Supplemental Conditions to the Agreement
  - Insurance and Bonding Requirements
  - State Requirements for bidding as dictated by the grant funding agencies, and
- Modify the plans to identify bid alternates pertaining to material options and phasing if anticipated construction costs are projected to exceed available dollars for these Phase 1 improvements.
- Assist the CLIENT in the development of a preferred bidders list and will inform these bidders of the project. JJR will also assist the CLIENT in formatting the Project Manual for use on the MITN web site for other construction contractors interested in bidding on the work.
- Provide the CLIENT with five complete sets of the Project Manual and one electronic copy for internal use.

All Phase 1 improvements will be bid as one contract for construction and it is assumed that a variety of trades could be suited to bid the work as the General Contractor providing the necessary subcontractors are included to address specialty work. We envision the General Contractors bidding on the work to be specialized in earthwork, landscape construction, concrete, boardwalk construction and or stone masonry. We also envision that there will be up to five subcontractors to round out the overall qualifications of the General Contractor.

During bidding, JJR will:

- Facilitate the mandatory Pre-bid conference.



Ms. Allison Bishop  
Community Development Director  
Village of Dexter  
Proposal of Professional Services  
Mill Creek Park – Phase 1 Improvements  
Bidding Assistance and Construction Observation Services  
February 7, 2011  
(Revised February 9, 2011)  
Page 3

- Provide necessary Addendum(s).
- Review all bids with the CLIENT (CLIENT will receive all bids).
- Evaluate the most qualified low bidders.
- Render an opinion to the CLIENT that recommends the General Contractor to be selected for the work.
- Assist the CLIENT in final negotiations with the General Contractor prior to the award of the construction contract.
- Provide three complete sets of the Project Manual and one electronic copy to the selected General Contractor for their use during construction.

#### **CONSTRUCTION PHASE**

It is expected that a contract for construction will be awarded in early spring, 2011 and the commencement of the work will begin shortly afterward. The majority of the work is expected to be completed by mid-November 2011 with only bare root planting being completed in early-spring, 2012. At this time, JJR will issue the Notice of Substantial Completion for the entire Phase 1 project. Once issued, a 2-year warranty and maintenance phase will commence for all landscape planting and seeding zones and will include weeding, herbiciding, cutting the grass, replacing dead or dying plants, watering and miscellaneous services. During the 2-year period, the CLIENT will not be required to perform any landscape maintenance except make provisions for the transition of the long term maintenance from the Contractor to the CLIENT and administer the work in accordance with the contract reporting and maintenance requirements.

JJR's Basic Services will end at the issuance of the Notice of Substantial Completion; however, we would be more than willing to submit an amended Scope of Service to the Client to assist with maintenance activities.

During construction, JJR will:

- Coordinate and facilitate the pre-construction meeting with the Contractor, and CLIENT's Project Manager.
- Consult with and advise the CLIENT, and act as CLIENT's representative as provided in the general conditions of the construction contract.



Ms. Allison Bishop  
Community Development Director  
Village of Dexter  
Proposal of Professional Services  
Mill Creek Park – Phase 1 Improvements  
Bidding Assistance and Construction Observation Services  
February 7, 2011  
(Revised February 9, 2011)  
Page 4

- Review and approve shop drawings, samples and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- Visit one or more sandstone quarries in Indiana over a two day period to select and photograph sandstone for use at the amphitheatre and rock outcropping areas to ensure the size, color and density is in accordance with the contract requirements.
- Issue necessary interpretations and clarifications of the Construction Contract Documents and prepare bulletins, work directive changes and change orders as required.
- To the extent provided in the General Conditions of the construction contract, evaluate and determine the acceptability of substitute materials or equipment proposed by the Contractor.
- Coordinate and facilitate monthly site progress meetings with the CLIENT's Project Manager and contractor and issue meeting minutes. For the purposes of minimizing project costs to the CLIENT, these meetings will be held in conjunction with one of the bi-weekly site visits identified under the next item.
- Visit the site at intervals appropriate to the various stages of construction and observe the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, JJR will endeavor to determine, in general, if such work is proceeding in accordance with the contract documents. For this project, JJR assumes a seven month contract for construction (through substantial completion) and will visit the site two times per week on average total site visits will be limited to no more than 58 half-day visits inclusive of monthly progress meetings identified above. JJR will photograph the work in progress and prepare and distribute a site observation report for each site visit as part of each half day budget.
- On the basis of site observations, JJR may disapprove or reject Contractor's work in progress if JJR believes that such work will not produce a completed project that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the project as reflected in the Construction Contract Documents.



Ms. Allison Bishop  
Community Development Director  
Village of Dexter  
Proposal of Professional Services  
Mill Creek Park – Phase 1 Improvements  
Bidding Assistance and Construction Observation Services  
February 7, 2011  
(Revised February 9, 2011)  
Page 5

- Act as initial interpreter of the requirements of the contract documents, judge of the acceptability of the work, and render an opinion on all claims of CLIENT and Contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.
- Based on on-site observations and review of applications for payment, with the accompanying Contractor back-up data and schedule of values, JJR will verify the amounts owing to the Contractor and recommend, in writing, payments to Contractor. Recommendation of payment will constitute a representation to the CLIENT, that the work has progressed to the point indicated, and that the quality of such work is generally in accordance with the contract documents. By recommending any payment, JJR does not represent that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the Contractor's work.
- Receive and review schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by the Contractor in accordance with the Construction Contract Documents. Such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Construction Contract Document. JJR will require the Contractor to perform material and compaction testing by an independent laboratory and will review all test results for conformance to contract requirements.
- Conduct an inspection to determine if the work is substantially complete and prepare a punch list of uncompleted or unacceptable work items. Upon notice that all punch list items are complete, a final inspection will be held to determine if the completed work is acceptable. JJR will recommend, in writing, final payment (excluding the two year maintenance costs) to Contractor and/or give written notice to the CLIENT and the Contractor that the work is acceptable.
- Require the Contractor to provide AutoCAD generated as-built conditions of their work and will be performed by an independent surveyor licensed in the State of Michigan. JJR will review these documents for completion prior to CLIENT acceptance of the work.
- Assist the CLIENT in reporting to grant funding agencies. The CLIENT will assume the primary responsibility for this item and JJR will review draft reports and provide support graphics.



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Bidding Assistance and Construction Observation Services  
February 7, 2011  
*(Revised February 9, 2011)*  
Page 6

#### 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 are 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 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.

Obtaining construction permits from the County and State.

Visiting contractor selected plant nurseries to select and tag materials for use on the project. We will limit our reviews to photographs and correspondence with the suppliers.

Construction observation services during the 2-year maintenance and warranty period of the landscape.

#### **SCHEDULE**

JJR will commence with the Bidding Phase upon notice to proceed and will take up to two weeks to complete and be ready for bidding. We will assume a one month bidding cycle and a three week period to review bids and execute a contract for construction. We anticipate Substantial completion occurring in May 2012.



Ms. Allison Bishop  
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 Bidding Assistance and Construction Observation Services  
 February 7, 2011  
 (Revised February 9, 2011)  
 Page 7

**COMPENSATION**

Basic Services

Remuneration to JJR for the performance of the SERVICES and in accordance with the Conditions of this Agreement shall be compensated on an hourly basis per the attached Standard Fee and Reimbursement Schedule. The total fee shall not exceed \$65,600 (sixty five thousand six hundred dollars) inclusive of reimbursable expenses and JJR will not exceed this amount without your prior approval.

Compensation is identified as follows:

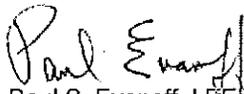
Bidding Phase .....	\$ 13,800
Construction Phase .....	\$ 49,500
Reimbursable Expenses .....	\$ 2,300

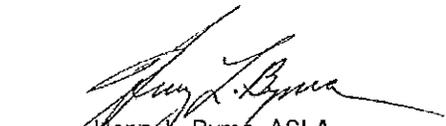
The information contained in the above SCOPE OF SERVICES is proprietary and shall not be disclosed to any parties outside of the CLIENT's staff or be duplicated, used or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, the CLIENT shall have 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.

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:\etter proposals\2011\11-0207\_mill creek bidding assistance and construction services\_rev 2.9.2011.docx*

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

AUTHORIZED CLIENT REPRESENTATIVE: VILLAGE OF DEXTER

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINTED  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



JJR  
110 MILLER AVENUE  
ANN ARBOR, MI 48104  
TEL 734.662.4457  
FAX 734.662.7520

**EXHIBIT A  
CONTRACT FOR PROFESSIONAL SERVICES**

JJR, LLC hereinafter referred to as "JJR" and Village of Dexter, hereinafter referred to as "CLIENT," agree as follows:

**I. SERVICES**

JJR agrees to provide the professional services, as described in the preceding SCOPE OF SERVICES, hereinafter referred to as "SERVICES."

**II. COMPENSATION TERMS**

**A. Method of Payment**

1. Payments on account of JJR's SERVICES shall be made monthly in proportion to services performed upon receipt of invoice. Balances remaining unpaid after thirty (30) calendar days are subject to a monthly finance charge of 1 percent (12 percent annually) until paid.
2. JJR reserves the right to suspend work on the project at such time as payment for professional services has become delinquent for sixty (60) calendar days through no fault of JJR. In the event that JJR shall be successful in any suit for damages for breach of this agreement, including non-payment of invoices, JJR shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action.
3. JJR reserves its right to file a Mechanic's Lien against the property of the CLIENT for which professional services are being performed in the event the SERVICES performed on behalf of the CLIENT are not paid for in accordance with the terms of this agreement.

**B. Subsequent Taxes or Fees**

Any taxes or fees, enacted by local, state or federal government subsequent to the date of this contract, and based on gross receipts or revenues will be added to amounts due under this AGREEMENT, in accordance with any such fees or taxes.



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 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 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 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**

- A. 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 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.



JJR  
 JAMES J. RYAN & ASSOCIATES  
 ATTORNEYS AT LAW  
 1000 N. ZEEB ROAD  
 ANN ARBOR, MI 48106  
 TEL: 734.769.1000  
 FAX: 734.769.1001  
 WWW.JJR-LLC.COM

**Standard Fee and Reimbursement Schedule**  
**JJR, LLC**  
**Ann Arbor, Michigan**  
**January 01, 2011**

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
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	\$0.51/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.

KS:MD:11221N JMF:SBWFOVF:BOO:BSOP S:N J!59215!!U845/773/5568!!G845/773/8631



AGENDA 2-28-11

ITEM 6-4

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

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

MEMO

**To: President Keough and Council Members**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: February 22, 2011**  
**Re: Draft Right of Way Policy**

On January 24 Council requested that the Planning Commission review and provide comments on the draft road and right of way policy. Included for your review is an updated copy of the policy that incorporates comments provided by the Village engineer and a copy of the comments provided by the Planning Commission.

DRAFT  
Village of Dexter  
Road and Right-of-Way Improvement Policy  
February 22, 2011

This policy shall serve as a working guide to future road and right-of-way improvement projects within the Village of Dexter. This policy is hereby set forth to help establish significant, but not absolute, consistency throughout the Village with respect to roadway widths, parking within the public right of way parking, drainage within the right-of-way and restoration of right of ways resulting from projects that involve the rehabilitation and/or reconstruction of Village Streets. The policy is supported by the Village's current Engineering Standards, Master Plan, Capital Improvement Plan and Code of Ordinances.

The primary goals of this policy are described as follows:

1. To establish a minimum width for all Village Streets during projects involving the rehabilitation and/or reconstruction of Village Streets.
2. To create reasonable opportunity for on street parking on Village Streets (i.e. – not on the grass, gravel shoulder or greenbelt areas) in a safe manner.
3. To create a reasonably consistent aesthetic look and function along each street with respect to driveways, sidewalk, alley entrances and greenbelt areas.
4. To recognize the difference between Major and Local Streets
5. To incorporate complete streets practices whenever possible to insure safe right-of-ways, including provisions for new sidewalks and accessible walkways for all pedestrians.

The following criteria shall be considered when determining the road width and street configuration for street rehabilitation and/or reconstruction projects:

1. The primary functions of the roadway
2. The need for parking along the street
3. The current use of the roadway and right-of-way (i.e. traffic patterns, volumes, proximity to schools, businesses, etc..)

All Major Streets shall be striped to delineate a minimum of two independent lanes of traffic. Striping of local streets can be done in areas of higher traffic volumes or where lane markings create a safer overall street network.

The roadway and right-of-way improvements consistent with this policy include:

1. 27 foot minimum width asphalt or concrete roadways without curb and gutter; 28 foot minimum width from back of curb to back of curb for roads with curb and gutter
2. Elimination of gravel surface shoulders as parking areas
3. When an existing paved drive approach is removed, it will be replaced with the material that was removed; if the material removed was gravel it will be replaced with asphalt
4. 5 foot wide concrete sidewalk along at least one side of the roadway.

It is envisioned that a 27 ft wide minimum width will provide safe opportunity for most of the Village's local street network, while providing opportunity for parking on the street on one side of the roadway. In many cases, the minimum width may need to be wider to accommodate additional lanes of traffic, parking on more than one side of the roadway or to facilitate key turning movements for large vehicles. Each street should be evaluated independently prior to the design/construction of each street to establish proper road widths and design criteria that satisfy the functional use of the roadway in that area of the Village.

#### Parking in the Right-of-Way

On street parking within the Village right-of-ways will be primarily parallel parking. Angle parking can be incorporated into the street design in the downtown areas, generally within the DDA district boundary. 90 degree parking should be avoided and eliminated on most local streets. The Village will notify and work with residents/commercial businesses that have historically had 90 degree parking of the Village's intent to complete a road improvement project without 90 degree parking.

Residents and businesses are encouraged to park within their driveways whenever possible or use delineated on street parking areas.

Parking on greenbelt and/or grass areas within the right-of-way is prohibited consistent with the Village's code of ordinances.

#### Additional Right-of-Way Improvements

Whenever possible, new sidewalk should be installed, at least along one side of the right-of-way, during rehabilitation and/or reconstruction projects. The recommendations provided in the Village's recent crosswalk study should be reviewed and incorporated into the sidewalk designs whenever possible.

It is recommended that concrete curb and gutter is evaluated and incorporated as part of the rehabilitation or reconstruction on streets where parking is anticipated to be quite common. This will help prevent parking on the grass areas and help maintain the integrity of the edge of pavement in high frequency parking areas. Current examples of this could include, but is not limited to, portions of Broad Street, Fifth Street between Broad and Dover, Fourth Street near Central Street, and Hudson Street near Main Street, etc. In general, some of the streets closer to the downtown area have historically had a higher frequency of on-street parking. This parking should be maintained as an element of the creative design of these streets.

Drainage improvements should be incorporated into the street design as appropriate. The goal is to have positive drainage within the right-of-way whenever possible. For curbed roadways, storm sewer improvements should be completed along with the pavement improvements. In areas with no curb and gutter, culverts and swales will be used along local streets to appropriately collect and transport storm water runoff.

## Courtney Nicholls

---

**From:** Allison Bishop  
**Sent:** Thursday, February 17, 2011 3:52 PM  
**To:** (fisherd@dexterschools.org); Courtney Nichols (cnicholls@villageofdexter.org); DEXTERCOFC@aol.com; Donna Dettling (ddettling@villageofdexter.org); Donna Fisher; James D. Smith (jdsmith@umich.edu); Jim Carson (jcarson@aiserv.net); Joe Semifero (jrsemifero@yahoo.com); Paul Cousins (millpond89@comcast.net); Ray Tell (ellistell@aol.com); Ray Tell (warehouse@vanguardusa.com); Shawn Keough (sckeough@comcast.net); Shawn Keough (skeough@wadetrim.com)  
**Subject:** FW: ROW Discussion comments

Village Council –

The following is a list of the road and right of way policy discussion that the Planning Commission had at their meeting on the 7<sup>th</sup>.

I believe that the policy will be on the agenda again on the 28<sup>th</sup> for discussion but wanted to get the info out as soon as all feedback was received.

Thanks.

1. Planning consistency important, roads and ROW planning a significant Planning Commission issue.
2. Some areas are more sensitive than others requiring different solutions.
3. Formula approach to design doesn't always work; consideration should be given to evaluating projects individually and basis of existing conditions.
4. Each area is different and has different needs, i.e. stormwater. Parking, slope, existing vegetation.
5. One size does not fit all; formula approach assumes needs of each area are the same. Forcing different situations into a mold does not always work.
6. Municipal projects should be reviewed by the Planning Commission as well.
7. Why a policy? Should be a Planning Commission issue as well.
8. Addition of more impervious surface when not necessary is costly and not environmentally conscious.
9. Policy is not precedent for these types of decisions.
10. Different ways to accomplish goals of consistency and guidelines other than a policy.

Allison Bishop, AICP  
Community Development Manager  
Village of Dexter  
734.426.8303 ext. 15