

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar
3. Liquor Control Commission – Sunday Sales Permit
4. Thank You Letter from Dexter Senior Center
5. Washtenaw Area Transportation Study Newsletter
6. Arbor Day Foundation – Tree City USA

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I. REPORTS:

1. Finance Director/Treasurer – Marie Sherry
3rd Quarter Report

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2. Community Development Manager – Allison Bishop

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3. 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
 - Downtown Development Authority Chair
 - Farmers Market/Community Garden Rep. – 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

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4. Subcommittee Reports
 - Old DAPCO Site Redevelopment Team – April 27 at 5:30 at the Village Office
 - Downtown Fire Detection
 - Economic Preparedness
 - Facilities – will be scheduled in May
 - Website

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

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5. Village Manager Report

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6. President's Report

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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: \$ 131,357.42

2. Consideration of: Application from the Village of Dexter to hold the Memorial Day Parade on May 30th

Page # 75-82

K. OLD BUSINESS- Consideration and Discussion of:

1. Consideration of: Medical Marihuana Related Zoning Ordinance Amendments Article 2, Definitions, of the Village of Dexter Zoning Ordinance – Add Medical Marihuana Home Occupation and Medical Marihuana Home Use
Article 3, General Provision, of the Village of Dexter Zoning Ordinance – Amend Home Occupations and add Medical Marihuana Home Occupation.

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L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Setting a Public Hearing on June 13, 2011 for the submission of a State Revolving Fund Project Plan

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2. Consideration of: Setting Three (3) Public Hearings on June 13, 2011 for the 2011-2012 Water/Sewer/Refuse Rates, 2011 Millage Rate, and 2011-2012 Budget

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3. Consideration of: FY 2010-2011 Budget Amendments

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4. Consideration of: Resolution for Changing Municipal Employees' Retirement System (MERS) Benefit from a 2.25% multiplier to a 2% multiplier effective July 1, 2011

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5. Consideration of: Resolution for Changing Municipal Employees' Retirement System (MERS) Benefit to a 5% employee contribution effective July 1, 2012

Page # 111-112

6. Consideration of: As Needed Contractual Services Contract with TetraTech for an amount not to exceed \$10,000 retroactive to April 11, 2011

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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 POTENTIAL PURCHASE OF PROPERTY IN ACCORDANCE WITH MCL 15.268 Sec. 8

P. ADJOURNMENT

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

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DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, APRIL 11, 2011

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

B. ROLL CALL: President Keough

J. Carson	P. Cousins
D. Fisher	J. Semifero-absent
J. Smith	R. Tell-arr at 7:31

Also present: Donna Dettling, Village Manager and Courtney Nicholls, Assistant Village Manager; Carol Jones, Village Clerk; Allison Bishop, Community Development Director; Kurt Augustine, Dan Schlaff and Bruce Whitley, Village Employees; Jim Seta, Dexter Area Fire Board; Christine Phillips, Orchard, Hiltz and McCliment; Mark Ouimet, State Representative from District 52; media and residents.

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting – March 28, 2011
2. Work Session – April 2, 2011

Motion Smith; support Fisher to approve the minutes of the Regular Council Meeting of March 28, 2011 and the minutes of the Work Session of April 2, 2011 as presented.

Unanimous voice vote for approval with Trustee Semifero absent

D. PREARRANGED PARTICIPATION

None

E. APPROVAL OF THE AGENDA

Motion Cousins; support Fisher to approve the agenda with the inclusion of additional information under item I-5, Village Manager Report.

Unanimous voice vote for approval with Trustee Semifero absent

F. PUBLIC HEARINGS

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

None

G. NON-ARRANGED PARTICIPATION

Dan Schlaff of 11665 Louis Lane, Whitmore Lake and Village employee spoke about the issue that the Water and Sewer is understaffed and the need to rescind the decision not to hire for Water/Sewer. Have interviewed two great candidates, his role is now 75% administrative and he feels that the direction to go is to hire and move forward.

Larry Stalker of 2470 Baker Road, Dexter spoke on behalf of the American Legion who is rescinding their request to host the Annual Memorial Day Parade but will work with whomever takes over the parade.

Doug Finn of 4741 Oak Hollow Court, Dexter and Finn Insurance on Broad Street introduced himself to Council as the candidate for appointment to the Downtown Development Authority.

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar
3. Washtenaw County Sheriff Community Message
4. March Citation List

I. REPORTS

1. Administrative Public Works Superintendent – Blair Selover

Mr. Selover submits his report as per packet. In addition Mr. Selover highlighted the following: a) the tracking tools for Streets and Water and Wastewater have been completed; b) plans in place to achieve compliance; c) looking at a 5-year plan for maintenance; d) currently not enough time to complete all housekeeping and training due to staff shortage; e) looking at cross training from the Streets department; and f) Mr. Selover highlighted the fact that Dan saved the Village \$70,000 on the planned phosphate feeding system. Mr. Selover acknowledged that it had been a pleasure working with the Village and President Keough thanked Mr. Selover for being a good resource during the transition period.

2. Community Development Manager – Allison Bishop Report 3rd Quarter Board and Commission Update

Ms. Bishop submits her report as per packet. In addition Ms. Bishop updated on the following: a) gave an update on the Mill Creek Park permit, Westside Connector and Baker Road Storm Project; b) LaFontaine has requested to use Dexter Crossings Shopping Mall for temporary parking; c) responded to Ms. Fisher's question on charging a fee for the Easter Egg Hunt; and d) explained the recent email from the Village's attorney regarding Home Occupation and Care Giver regulations with Medical Marijuana and that there are many court cases pending and many questions to be answered.

3. Boards, Commissions. & Other Reports-"Bi-annual or as needed"

Dexter Area Fire Department – Jim Seta/Ray Tell

Mr. Seta reviewed the Dexter Area Fire Department contract dated from 1/1/2011 to 12/31/2013 from a handout that was distributed at the meeting; explained the station staffing at the Main station and Station 2 (Dexter Township); hired an additional firefighter at the last meeting; are still covering the 6 eastern most sections of Lima Township; and have started a performance review for the Fire Chief which will include budget, leadership, communications, administration and general preparedness.

Huron River Watershed Council Representative – Paul Cousins

Mr. Cousins reported that the 28th Annual Meeting of the Watershed Council will be held again this year at the Dexter Library and the group will also honor Joan Martin who be leaving the Council; the Watershed Council has received a large grant from Toyota for over \$100,000 and nearly \$100,000 from the Erb Foundation, and Mr. Cousins was a guest speaker to s Steelhead group down river on Saturday, April 9.

4. Subcommittee Reports

- Old DAPCO Site Redevelopment Team
- Downtown Fire Detection
- Economic Preparedness
- Facilities – will be scheduled in May
- Website

At this point in the meeting, State Representative, Mark Ouimet addressed Council and the audience. He reported that the State House is finishing up testimony on the State Budget and will begin to narrow it down and make decisions in two weeks; there has been a push from the Michigan Municipal League for counties and townships to return to one yearly tax bill; and Mr. Ouimet distributed a brochure on state services.

5. Village Manager Report

Mrs. Dettling submits her report as per packet. As a part of Mrs. Dettling's report, Christine Phillips of Orchard, Hiltz and McCliment reported on the following: a) starting the project close out process for the Equalization basin and the 2010 water project; b) recommendation to run the 5th Well consistently for the first year; c) the fluoride system will be ready to go on May 2; d) will be adding corrosion controls in June; e) 2012 SRF Project will be looking at options for sludge storage; f) completed an Asset Management Plan to incorporate into the SRF Project; and g) will be taking comments and meeting with resident on the 2011 water main updates. Mrs. Dettling gave the following verbal updates: a) regarding the possible new hire, working through some issues and will need someone with an S3 license; b) spoke about work on maintaining the water tower; and c) the Memorial Day Parade will be taken over by the Dexter Firefighters Association with help from the American Legion but not sure about the ceremony in Monument park. Ms. Nicholls reported on the following: a) gave an update on the Village employees health care and deductible plan; b) Ann Arbor Transportation Authority will be scheduling another meeting but this will not be a town hall meeting; and c) have received some donations for the

Community Garden and Farmer's Market, response has been great for the Community Garden and will need to increase its size.

6. President's Report

Mr. Keough submits his report as per packet. Mr. Keough announced that he would like to hold a meeting on April 20 at 6 PM for the Village Manager's review and have not as yet set up another regional meeting regarding Medical Marihuana.

At 8:55 PM a recess was taken and the meeting resumed at 9:00 PM.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$142,058.06
2. Consideration of: Temporary Road Closures for the Dexter Ann Arbor Run on Sunday, June 5
3. Consideration of: Dexter Lions Club – White Can Fundraising Drive on May 27 and May 28
4. Consideration of: American Legion Poppy Sale – May 20 and May 21
5. Consideration of: Appointment of Doug Finn to the Downtown Development Authority

Motion Fisher; support Smith to approve items 1, 2, 3, 4 and 5 of the consent agenda.

Unanimous voice vote for approval with Trustee Semifero absent

K. OLD BUSINESS-Consideration and Discussion of:

None

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Class C Liquor License Transfer Request from Monument Park Investments (corrected to Dexter Capital LLC) for 8031 Main Street

Amy Bulszewicz addressed Council representing Dexter Capital LLC and answered question regarding the new restaurant going into the space at 8031 Main Street.

Motion Carson; support Cousins to approve the Class C Liquor License transfer request for Dexter Capital LLC located at 8031 Main Street.

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

2. Consideration of: Hudson Mills Border to Border Non-Motorized Trail Funding Agreement between the Village of Dexter, Washtenaw County Parks & Recreation Commission and Washtenaw County Road Commission

Motion Cousins; support Carson to approve the Hudson Mills Border to Border Non-Motorized Trail Funding Agreement between the Village of Dexter, Washtenaw County Parks & Recreation Commission, and Washtenaw County Road Commission.

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

3. Consideration of: Recommendation from Planning Commission to adopt the 2011-2016 Capital Improvements Plan

Motion Fisher; support Smith that the Village of Dexter Village Council accepts the Planning Commission recommended 2011-2016 Capital Improvements Program as a guide in funding priority capital projects within the plan and to develop the FY 2011-2012 Budget.

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

4. Consideration of: Design Concept for the Warrior Creek Park/Alpine Street Stairway Connection

Motion Cousins; support Carson to approve the design concept for the Warrior Creek Park/Alpine Street Stairway Connection with alternating benches.

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

M. COUNCIL COMMENTS

Carson	None
Smith	None
Jones	Next week is Show us Your Hope Week and April 20 is Purple Day

Fisher Handed out information on the fund raising dinner for Gordon Hall on June 11 as part of the Civil War Encampment.
Tell None
Cousins Thanked those who participated in the Rotary fund raiser at Dexter's Pub. The Rotary raised enough to buy 4 shelter units.
Semifero Absent

N. NON-ARRANGED PARTICIPATION

None

O. CLOSED SESSION FOR THE PURPOSE OF DISCUSSING POTENTIAL PURCHASE OF PROPERTY IN ACCORDANCE WITH MCL 15.268 Sec. 8

Motion Smith; support Fisher to go into Closed Session for the purpose of discussing potential property purchase at 9:11 PM.

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

Motion Cousins; support Smith to leave Closed Session at 9:18 PM.

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

P. ADJOURNMENT

Motion Smith; support Cousins to adjourn at 9:19 PM.

Unanimous voice vote for approval with Trustee Semifero absent

Respectfully submitted,

Carol J. Jones
Clerk, Village of Dexter

Approved for Filing: _____

2011 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Dexter Area Fire Board	4/21/2011	6:00 p.m.	Dexter Township Hall	http://dexterareafire.org/	Ray Tell/Jim Seto
Dexter Village Council	4/25/2011	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Planning	4/25/2011	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Dexter Community Schools Board of Education	4/25/2011	7:00 p.m.	Creekside Intermediate School	http://web.dexter.k12.mi.us/	Jim Carson
Western Washtenaw Area Value Express	4/26/2011	8:15 a.m.	Chelsea Community Hospital		
Scio Township Board	4/26/2011	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	Jim Carson, Donna Fisher
Former DAPCO Redevelopment Team	4/27/2011	5:30 p.m.	Village Offices	http://www.villageofdexter.org	Paul Cousins
Huron River Watershed Council	4/28/2011	5:30 p.m.	Dexter District Library	http://www.hrwc.org/	
Dexter District Library Board	5/2/2011	7:30 p.m.	Dexter District Library	http://www.dexter.lib.mi.us/	
Dexter Village Planning Commission	5/2/2011	7:30 p.m.	Senior Center	http://www.villageofdexter.org	Jim Carson
Dexter Village Arts, Culture & Heritage Committ	5/3/2011	7:00 p.m.	Dexter Senior Center	http://www.villageofdexter.org	Paul Cousins
Washtenaw Area Transportation Study- Technica	5/4/2011	9:30 a.m.	Road Commission Offices	http://www.miwats.org/	Rhett Gronewelt
Washtenaw County Board of Commissioners	5/4/2011	6:45 p.m.	Board Room, Admin Building	http://www.ewashtenaw.org/government/boc/	
Dexter Area Historical Society	5/5/2011	7:30 p.m.	Dexter Area Historical Museum	http://www.hvcn.org/info/dextermuseum/	
Dexter Village Council	5/9/2011	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Planning	5/9/2011	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Dexter Community Schools Board of Education	5/9/2011	7:00 p.m.	Creekside Intermediate School	http://web.dexter.k12.mi.us/	
Scio Township Board	5/10/2011	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Dexter Area Chamber of Commerce	5/11/2011	8:00 a.m.	Copeland Board Room	http://www.dexterchamber.org/	Paul Cousins

AGENDA 4-25-11
ITEM M-1

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

2011 Sign Requests

Month	Name of Group	Dates	Number Approved	Approval Date	Locations	June Cont.	Name of Group	Dates	Number Approved	Approval Date	Locations
January	St. Andrews - Blood Drive	12/23-1/3	2 - 28" x 22"	12/9/2010	8, 22		Friends of the Library - Book Sale	6/2-6/4	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20
	Friends of the Library - Book Sale	1/6-1/8	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20						
February	K of C - Rummage Sale	1/21-2/5	5 - 18" x 24"	1/7/2011	1, 5, 10, 6, 2		Encore Theatre - Intermittent	6/23-7/31	2 - 36" x 24"	1/31/2011	15, 16
	St. Andrews - Monthly Dinner	1/28-2/3	1 - 36" x 24"	12/9/2010	8						
	Encore Theatre - Intermittent	1/20 - 2/20	2 - 36" x 24"	1/31/2011	15, 16						
	Friends of the Library - Book Sale	2/3-2/5	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20						
	Knights of Columbus - Fish Fry	2/12-2/26	5 - 18" x 24"	1/24/2011	1, 6, 5, 2, 10						
	Community Band - Concert	2/14-2/27	2 - 2' x 4'	1/31/2011	1, 3, 5						
March	Community Orchestra - Concert	2/23-3/6	2 - 3' x 4'	1/3/2011	5, 9		Friends of the Library - Book Sale	8/11-8/13	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20
	St. Andrews - Monthly Dinner	2/25-3/3	1 - 36" x 24"	12/9/2010	8						
	Friends of the Library - Book Sale	3/3-3/5	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20						
	Historical Society - Art Fair	3/7-3/19	2 - 5' x 6'	12/15/2010	1, 2, 5, 7, 10		Encore Theatre - Intermittent	8/18 - 9/18	2 - 36" x 24"	1/31/2011	15, 16
							St. Andrew's - Monthly Dinner	9/2-9/8	1 - 36" x 24"	12/9/2010	8
April	St. Andrews - Festival of Hymns	3/21 - 4/4	1 - 36" x 24"	3/18/2011	8		Methodist Church - Rummage Sale	9/11-9/25	2 - 2' x 3'	3/14/2011	5, 10, 1, 2, 3
	Friends of the Library - Book Sale	3/31-4/2	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20		St. Andrews - Blood Drive	9/15-9/26	3 - 18" x 24"	12/9/2010	8, 22
	St. Andrews - Monthly Dinner	4/1-4/7	1 - 36" x 24"	12/9/2010	8						
	St. Andrews - Blood Drive	4/11-4/18	2 - 28" x 22"	12/9/2010	8, 22		Friends of the Library - Book Sale	9/29-10/1	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20
							St. Andrew's - Monthly Dinner	9/30-10/6	1 - 36" x 24"	12/9/2010	8
May	Dexter High Drama - Play	4/18-5/1	1 - 4' x 8'	4/12/2010	3, 1, 19						
	Community Band - Concert	4/18-5/1	2 - 2' x 4'	1/31/2011	1, 3, 5		St. Andrew's - Monthly Dinner	10/28-11/3	1 - 36" x 24"	12/9/2010	8
	Historical Socy. - Civil War meeting	4/23-5/2	5 - 22" x 14"	4/18/2011	1, 2, 9, 5, 4		Friends of the Library - Book Sale	11/3-11/5	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20
	Encore Theatre - Intermittent	4/7 - 5/8	2 - 36" x 24"	1/31/2011	15, 16						
	Methodist Church - Rummage Sale	4/18 - 5/1	2 - 2' x 3'	3/14/2011	5, 10, 1, 2, 3						
	St. Andrews - Monthly Dinner	4/29-5/5	3 - 18" x 24"	12/9/2010	8		St. Andrew's - Monthly Dinner	11/25-12/1	1 - 36" x 24"	12/9/2010	8
	St. Andrews - Quilt Show	5/6-5/14	1 - 36" x 24"	12/9/2010	8		Friends of the Library - Book Sale	12/1-12/3	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20
	Friends of the Library - Book Sale	5/5-5/7	5 - 18" x 24"	11/19/2010	1, 4, 16, 19, 20						
	Community Orchestra - Concert	5/11-5/22	2 - 3' x 4'	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, 16 - N. 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, 26 - Warner Creek Park Driveway, 27-Dexter Flowers, 28-Terry Bs, 29-7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33-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
 ** Dexter Farmers Market will place up to 5 signs on Saturday and Tuesday during market hours

7-25-11
 H-2



AGENDA 4-25-11

ITEM H-3.

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
LIQUOR CONTROL COMMISSION
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
STEVEN H. HILFINGER, DIRECTOR

NIDA R. SAMONA
CHAIRPERSON

Dear Licensee:

Enclosed is a permit authorizing to sell spirits, mixed spirit drink and/or beer and wine on Sunday. Display this permit next to your liquor license.

Your request for this authorization was approved.

YOU ARE WARNED THAT ANY FALSE STATEMENTS YOU MAY HAVE MADE WILL INVALIDATE THE AUTHORIZATION ISSUED TO YOU BY THE LIQUOR CONTROL COMMISSION.

THIS PERMIT MUST BE RENEWED PRIOR TO MAY 1ST EACH YEAR BY PAYMENT OF THE STATUTORY FEE.

jm

enc.

cc: Local Governmental Unit

Jupiter Washburn Co

DELEG is an equal opportunity employer/program.

Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Michigan Liquor Control Commission • P.O. BOX 30005 • LANSING, MICHIGAN 48909 • www.michigan.gov/lcc • (517) 322-1345

REQUEST INFO. REPORT

Request ID : 609352 Unit : 2 Request Status : P
 Attention :
 Business ID : 518 Bus. Status : Active Licensee : DEXTER'S BOWL-N-BAR, INC.
 Licensee Status : ACTIVE Role : CRP DBA : KATIE'S
 Addr1 :
 Addr2 : 2830 BAKER
 Addr3 :
 City : DEXTER State : MI Zip : 48130
 LGU Name : DEXTER VILLAGE File No. : D - 65110 County : WASHTENAW

Year	License	Permits
2010	CLASSC	SUNDAY SALES (PM), DANCE, ENT-WO, CONCOURS, OFFICIAL PERMIT(BOWLING,FOOD)
2010	SDM	

Trans. Type	Completion Type	Description
PEND		NEW SUNDAY SALES PERMIT A.M.

MAR 23 2011

THE LICENSEE'S APPLICATION FOR A PERMIT TO SELL ALCOHOLIC LIQUOR BETWEEN 7 A.M. AND NOON ON SUNDAYS, AS CURRENTLY LICENSED BY THE LIQUOR CONTROL COMMISSION, IS APPROVED PURSUANT TO PUBLIC ACT 213 OF 2010, MCL 436.2111-2115.

THIS PERMIT IS SUBJECT TO REVOCATION BY OPERATION OF LAW OR OTHERWISE IF THE COMMISSION RECEIVES NOTICE FROM A COUNTY, CITY, VILLAGE, TOWNSHIP, OR THE LOCAL GOVERNMENTAL UNIT, THAT IT PROHIBITS OR OTHERWISE OBJECTS TO THE SALE OF SPIRITS, MIXED SPIRIT DRINK OR BEER AND WINE BETWEEN THE HOURS OF 7:00 A.M. AND 12:00 NOON ON SUNDAYS. IF NOTICE AND SUPPORTING DOCUMENTATION IS RECEIVED BY THE COMMISSION A SHOW CAUSE HEARING WILL BE SCHEDULED BEFORE THE COMMISSION UNDER ADMINISTRATIVE RULE 436.1925(1) TO DETERMINE IF THE PERMIT MUST BE REVOKED.

Sm/skp

DEXTER SENIOR CENTER

"Serving Our Seniors"

AGENDA 4-25-11
ITEM M-4

April 4, 2011

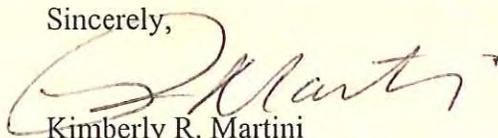
Village of Dexter
Attn: Ms. Donna Dettling, Village Manager
8140 Main St.
Dexter, MI 48130

Dear Donna,

On behalf of the Dexter Senior Center, I would like to acknowledge with thanks your donation of \$1000.00. We deeply appreciate your generosity and commitment to the Dexter Senior Center and its programs.

Thank you again for your thoughtfulness.

Sincerely,



Kimberly R. Martini
Director
Dexter Senior Center

THE VEHICLE

Washtenaw Area Transportation Study



705 N. Zeeb Rd | Ann Arbor, MI 48103
 Ph 734-994-3127 | Fax 734-994-3129 | wats@mlwats.org

APRIL 2011

CONSTRUCTION
 COVERAGE
 EDITION

2011 Major Construction Projects

The following table is a list of major construction and resurfacing projects scheduled to begin or resume during the 2011 construction season. The list includes the project location and the type of improvements being undertaken. The agency or agencies responsible for the project, the estimated construction start and completion dates, project funding sources and approximate project costs are also provided. A map depicting the project locations can be found on page 5.

Project Location and Improvement	Agency	Estimated Start	Estimated Completion	Funding Source	Construction Cost
E Stadium Bridges from S. Industrial to Kipke - Replace two bridges and reconstruct roadway, non-motorized improvements	Ann Arbor	October 2011	November 2012	TIGER II, TE, LBP, GF	\$15,500,000
Hill from Forest to Washtenaw - Resurface	Ann Arbor	July 2011	September 2011	STU, GF	\$500,000
Victors Way from State to end - Resurface	Ann Arbor	May 2011	July 2011	GF	\$310,000
Boardwalk from Eisenhower to Victors Way - Resurface	Ann Arbor	May 2011	June 2011	GF	\$230,000
Packard from Platt to City Limits - Replace watermain	Ann Arbor	August 2011	October 2011	GF	\$1,000,000
Green from Baxter to Glazier Way - Resurface and 4 to 3 and 3 to 2 lane conversion with bike lanes	Ann Arbor	May 2011	July 2011	GF	\$800,000
Glazier from Green to Earhart - Resurface and 4 to 3 and 3 to 2 lane conversion with bike lanes	Ann Arbor	July 2011	September 2011	GF	\$340,000
Washtenaw from Glenwood to Tuomy - Construct new non-motorized path on north/east side of road	Ann Arbor	March 2011	July 2011	STU, TE, GF	\$1,000,000
Beakes from Kingsley to Broadway - Reconstruct	Ann Arbor	May 2011	July 2011	GF	\$700,000
Fifth Avenue from Washington to Liberty - Replace water main, resurface	Ann Arbor	May 2011	June 2011	GF	\$350,000
Catherine from Glen to Zina Pitcher - Replace water main, resurface	Ann Arbor	May 2011	July 2011	GF	\$380,000

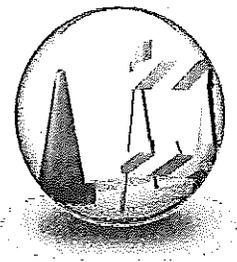
Project Location and Improvement	Agency	Estimated Start	Estimated Completion	Funding Source	Construction Cost
Fuller from Fuller Ct. to Huron Parkway - Resurface	Ann Arbor	July 2011	July 2011	GF	\$380,000
Washtenaw between Pittsfield and Yost - Construct AATA bus turnout for eastbound bus traffic	Ann Arbor/AATA	April 2011	June 2011	ARRA	\$175,000
Thurston School area - Green from Gettysburg to Burbank, 4 to 3 lane conversion, pedestrian islands, sign and pavement marking upgrades	Ann Arbor	September 2011	October 2011	Safety	\$230,000
M-52 from Sibley to Old US-12 - Crackfill	Chelsea	June 2011	June 2011	MDOT Surface Maintenance	\$12,000
Old US-12 from M-52 to Freer - Add sidewalks	Chelsea	June 2011	July 2011	WCPAR	\$225,000
James L Hart from Huron to Frank Daniels - Resurface	WCRC	Summer 2011	Fall 2011	TED-A, Ypsilanti Twp	\$330,000
Textile from Rawsonville to Bridge - Resurface	WCRC	Summer 2011	Fall 2011	TED-A, Ypsilanti Twp, MTF	\$285,000
Holmes from Spencer to Michigan - Reconstruct	WCRC	April 2011	October 2011	STP-U, Ypsilanti Twp, YCUA, MTF	\$2,200,000
Mast over Huron River - Repair existing bridge structure	WCRC	June 2011	September 2011	STP-U, MTF	\$425,000
Golfside from Packard to Clark - Resurface	WCRC	Summer 2011	Fall 2011	STP-U, Ypsilanti Twp, YCUA, MTF	\$900,000
Ford Blvd from US-12 to Ecorse - Resurface	WCRC	Summer 2011	Fall 2011	STP-U, MTF, Ypsilanti Twp	\$277,500
Sugar Creek Drain at Platt - Construct drain improvements	WCRC	Summer 2011	Fall 2011	WCWRC, WCRC	TBD
Hitchingham at Merritt - Widen, mill and pave, sidewalks and pathway ramps	WCRC	Summer 2011	Fall 2011	Developer	\$650,000
Werkner from M-52 to Chelsea Recycle Center - Resurface	WCRC	Summer 2011	Fall 2011	TED-D, MTF, Chelsea	\$140,000
Countywide Pavement preservation - Mill and resurface 18.49 miles	WCRC	Summer 2011	Fall 2011	ARRA	\$900,000
Countywide Pavement preservation - Crack seal and chip seal 13.3 miles	WCRC	Spring 2011	Fall 2011	MTF, Federal	\$1,500,000

Project Location and Improvement	Agency	Estimated Start	Estimated Completion	Funding Source	Construction Cost
Various locations - Upgrade traffic signs	WCRC	August 2011	March 2012	Safety	\$245,100
Various locations - Upgrade traffic signals and install traffic signal communication towers	WCRC	Spring 2011	Summer 2011	CMAQ	\$1,100,000
Tower from Ann to Wallace - Replace water main and reconstruct pavement	Saline	July 2011	September 2011	MTF, GF	\$490,000
Nichols from Lambkins to Wallace - Replace water main and reconstruct pavement	Saline	July 2011	September 2011	MTF, GF	\$490,000
Wallace from W Nichols to E Nichols - Reconstruct pavement	Saline	July 2011	September 2011	MTF, GF	\$260,000
Riverside Subdivision: Argyle, Bodley, Everett, Louis, Iva, Iva Ct., Argyle Ct. - Reconstruct entire right-of-way including sidewalks, drive approaches, and roadway. Installation of new water infrastructure (mains, leads, stop-boxes, hydrants) and storm sewer. Sanitary sewer lining.	Milan	March 2011	November 2011	US Department of Agriculture Rural Infrastructure, GF	\$3,100,000
M-52 from Austin to Dutch, - Reconstruct, realignment at M52/Main St. intersection, drainage, curb and gutter, Bridge over River Raisin deck replacement, paint, abutment, wall patching	MDOT	Fall 2011	Fall 2012	R&R, Bridge	\$8,419,433
M-52 from Duncan to Chi-Bro Park, Main from Elton to M-52 - Streetscape elements include brick pavers, decorative street level lighting, trees, trash receptacles, benches and other street amenities	MDOT	Fall 2011	Fall 2012	TE	\$735,114
M-52 from I-94 (including ramps) to Old US-12 - Mill and two-course overlay, ramp realignment, construct intermittent curb and gutter	MDOT	Fall 2011	Fall 2012	R&R	\$3,525,132
US-12 BR Wiard to Holmes - Construct sidewalk and new HAWK pedestrian signal	MDOT	May 15, 2011	August 31, 2011	Safety	\$475,605
I-94 from Parker to M-14 - Mill and single course overlay (mainline and ramps)	MDOT	May 15, 2011	August 15, 2011	CPM	\$2,453,403
I-94 and Huron- Resurface carpool lot	MDOT	May 1, 2011	August 1, 2011	Carpool lot	\$71,500

Project Location and Improvement	Agency	Estimated Start	Estimated Completion	Funding Source	Construction Cost
M-17 from Normal to Washington - West Cross includes street lighting, ADA ramps and trees - East Cross includes stamped concrete and landscaping	MDOT	April 1, 2011	August 15, 2011	Enhancement	\$940,586
I-94, US-23, M-14, I-94 (Kalmbach to I-94/US-12 interchange), US-23 (Bemis to 6 Mile), M-14 (at Joy) - Install ITS System, primarily traveler information dynamic signs and surveillance system	MDOT	March 16, 2011	August 29 2011	CMAQ	\$4,939,625
US-23 at Northfield Church rest area - Landscaping	MDOT	March 1, 2011	June 1, 2011	Roadside	\$118,000
E. Cross from River to Prospect - Reconstruct with drainage and parking improvements, add bike lanes	Ypsilanti	July 2011	September 2011	MTF, General	\$590,000
Factory St. Bridge over Huron River - Resurface bridge deck, improve guard rail and approach	Ypsilanti	April 2011	August 2011	Local Bridge, Local	\$264,000
Washtenaw at Oakwood - Add turn lanes, pedestrian improvements, signal upgrade/timing optimization	Ypsilanti	May 2011	August 2011	CMAQ	\$450,000
Fourth from Broad to Inverness, Fifth from Central to Edison, Dover from Fifth to Third, Edison from Fifth to Second, Hudson from Fourth to Second - Replace watermain	Dexter	August 2011	Fall 2011	DWRF loan with 40% principal forgiveness through A.R.R.A.	\$1,300,000
Ann Arbor Annual Street Resurfacing Program - Bruce St - Arborview to Alice S First - Davis to Koch, Harbal and Leaird Lockridge - Eisenhower to King George Longman - Jackson to Fairview St Francis - E Stadium to Nature Cove Summit St & Daniel St intersection	Ann Arbor	May 2011	October 2011	Local	\$1,800,000

Funding Sources Key

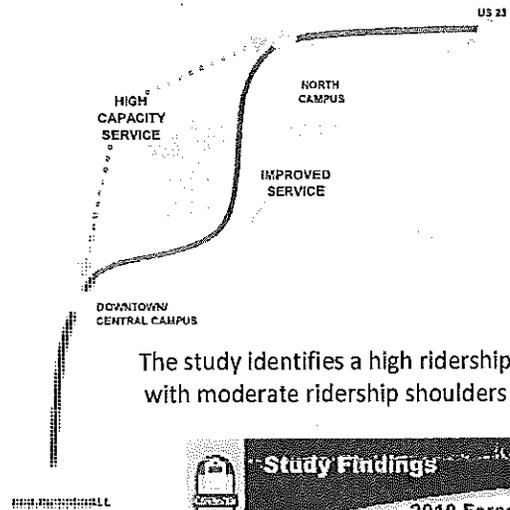
- ARRA - American Reinvestment and Recovery Act
- GF - Local Agency General Fund
- STPU - Surface Transportation Program - Urban
- STPR - Surface Transportation Program - Rural
- DWRF - Drinking Water Revolving Fund
- TE - STP Enhancement
- SRF - Stormwater
- MNRTF - Michigan Natural Resources Trust Fund
- CMAQ - Congestion Mitigation and Air Quality
- MTF - Michigan Transportation Fund
- TEDF-A - Transportation Economic Development Fund
- TEDF-D - Rural Economic Development
- YCUA - Ypsilanti Community Utility Authority
- CPM - Capitol Preventive Maintenance



Ann Arbor Connector Study

The City of Ann Arbor, Ann Arbor DDA, TheRide, UM, WATS and consultant URS have completed the Ann Arbor Connector Feasibility Study in February of 2011. The report shows Ann Arbor transportation needs warrant high capacity transit improvements and stronger connections along its north/south axis. The need for improvements between the UM east medical campus area and the South State Briarwood mall area are based on existing and forecast transit ridership, bus system capacity, traffic congestion delaying bus service.

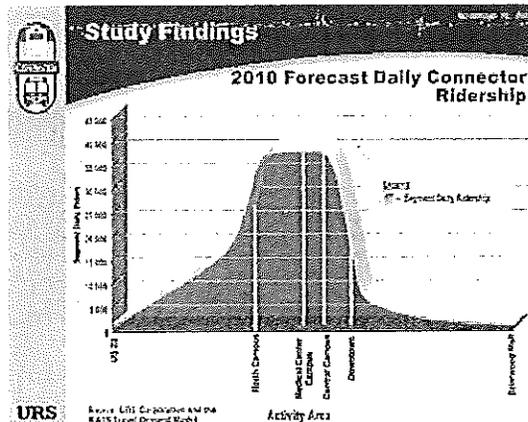
Current conditions in the study corridor include the following daily trips between locations: Central Campus - North Campus: 50,000 trips, Central Campus - Medical Campus: 16,000 trips, North Campus - Medical Campus: 5,000 trips, Central Campus - South Campus: 10,000 trips, Central Campus - Downtown Ann Arbor: 11,000 trips.



The study identifies a high ridership with moderate ridership shoulders

Deciding to develop a high capacity connector could include beginning the Federal Transit Administration (FTA) New Starts Development Process which

is recommended to assure eligibility for (FTA) New Starts funding. Additional work would involve an alternatives analysis to define benefits, costs and impacts of alternative options.



Continued on page 9

Library Updates

- Michigan Office of Highway Safety Planning - Annual Evaluation Report, 2010
- URS Corporation - Ann Arbor Connector Feasibility Study, 2011
- University of Michigan Transportation Research Institute (UMTRI) - Trucks Involved in Fatal Accidents Factbook, 2007
- UMTRI - Buses Involved in Fatal Accidents Factbook, 2007
- US DOT - Freight Facts and Figures, 2010

Washtenaw + Transit = Smart Growth

TheRide, in it's endeavor to become the transportation provider of choice for Washtenaw County, has selected a Smart Growth transit scenario to advance as the base countywide Transit Master Plan. Designing transit service for a Smart Growth future improves transportation options and elevates the quality of life.

TheRide held numerous community forums and one-on-one meetings with community leaders as well as attended public events to identify community wishes and recommendations for countywide transit service. Common concerns included an aging baby-boomer population that will soon begin transitioning away from auto dependence, increased traffic delay on an already congested transportation system and the ability for families to meet their daily needs without having car ownership.



Of people commenting on countywide transit improvements, 73% chose the Smart Growth option which includes transformative services such as:

- High capacity transit - dense frequent service (bus rapid transit, light rail)
- Commuter rail - WALLY, A2-Detroit rail (longer distance on existing track)
- Flex ride service - shuttle service connecting riders to fixed routes

Smart Growth scored higher than the "Lifeline Plus" scenario, which included improved basic transit services for the county's most vulnerable residents and the "Accessible County" option which included the addition of basic service throughout the county.

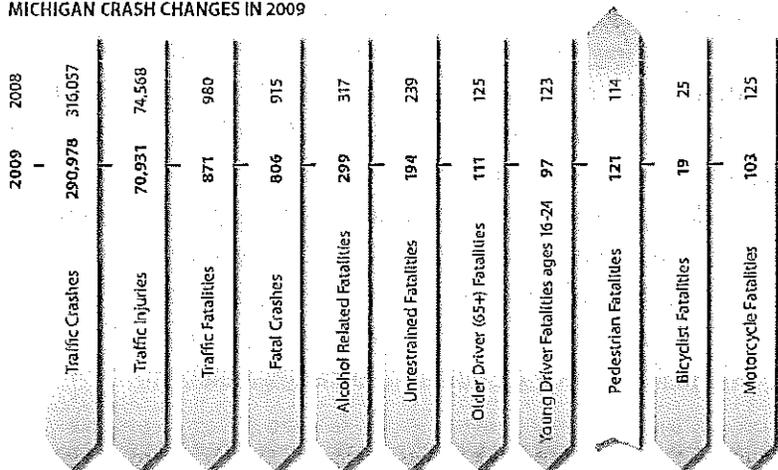
The next steps in moving to countywide transit service include:

- Planning consultant completing the transit master plan - April 2011
- TheRide shifting to an Act 196 structure for countywide participation
- Identify and select a countywide governance structure

Visit MovingYouForward.org to find out more about the Transit Master Plan

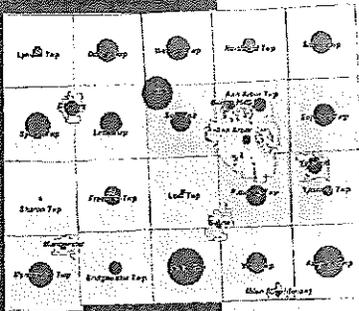
Michigan OHSP2010 CrashFacts

MICHIGAN CRASH CHANGES IN 2009

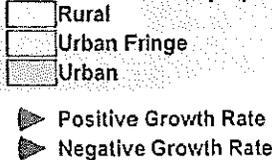


The OHSP Annual Evaluation Report provides data on enforcement, education efforts, motorcycles, pedestrians and more

2009 Transportation Profile



Growth Rate (%)



Twenty-four communities in Washtenaw County had positive population growth rate from 2000 to 2009.

The 2009 Washtenaw County Transportation Profile is now available. The Profile provides a snapshot of County demographics, roadways, non-motorized transportation, transit, and freight. The 2009 edition includes an expanded transit and freight section, and new data categorizations that summarize trends in Urban, Urban Fringe, and Rural communities. The profile is available at www.miwats.org or in hard copy at the WATS office. Items of note from the profile include:

Demographics

- From 2000 to 2009, Washtenaw County grew from 322,770 to 344,910, a 6.9% increase. The population is projected to reach 380,170 by 2035.
- Washtenaw County is a net importer of employees. Nearly 74,000 jobs in the county belong to non-resident workers, while only 35,525 of residents travel elsewhere for employment.

Roadways and Bridges

- In 2009, Washtenaw County's road agencies completed 40 major roadway improvement projects.

Transit

- More than 12,000,000 trips were taken on public transit.

Non-Motorized

- Pittsfield, Northfield, Scio, and Ypsilanti Townships, and the cities of Ann Arbor, Ypsilanti, and Saline have adopted non-motorized plans, incorporated the WATS Non-motorized Plan by reference, or have designated a non-motorized section in their master plan

Freight

- WATS identified eleven freight carriers with facilities in the county, including

WATS Intern - Mark Ferrall



Mark Ferrall is interning with WATS

Mark Ferrall, a recent alum of Eastern Michigan University's Undergraduate Urban Planning program, joined WATS as an intern in August 2010. During that time, he has worked on the 2009 Washtenaw County Transportation Profile, maintained traffic count databases, assisted with the Reimagining Washtenaw Project, among numerous other tasks. Previously, Mark was an intern for the CAPT/DART regional planning group and a research assistant at the Economic Development Administration. While Mark is currently in the job market, he plans to continue his internship at WATS until he finds a full-time planning position. If you need a great new planner, contact him at mferrall@gmail.com.

May is Commuter Challenge Month

The GetDowntown Commuter Challenge is a great opportunity to try biking, walking, busing, carpooling, telecommuting, etc.. to get to work. Trying a green commute help save you money, improve your health and have fun!

To participate complete one green commute during the month of May and you win a coupon for free Ice Cream from the Washtenaw Dairy or free Italian Ice from Mity Nice!

During the Challenge your worksite competes with other organizations of similar size by completing green commutes for prizes and fame.

Participants can sign up to participate in the Challenge by creating a user account. The first person from an organization to sign up will enter in the information about the organization. Once the organization is signed up, anyone from the organization that wants to participate in the Challenge just needs to select that organization when they register for the Challenge.

GetDowntown will also be doing daily prize drawings, drawings from Facebook and Twitter and more. Sign up for the Commuter Challenge today!



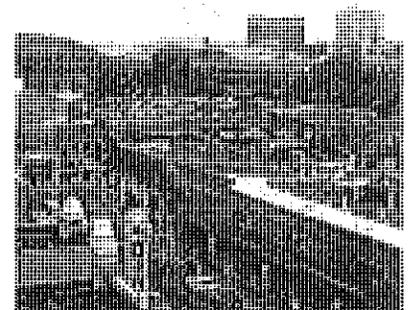
Visit the GetDowntown website and Facebook page for Commuter Challenge updates

Photos from top to bottom:
 Shari Gordon - AnnArbor.com
 Mike Wolemer - GetDowntown.org
 Ann Dilchner and daughter Rose - AnnArbor.com

Connector Study - continued

Continued from page 6 Activity centers planned for service in the connector study include:

- I-94/State St. Research Park
- Airport Blvd Area
- Briarwood Mall
- Wolverine Tower Area
- South Campus
- Downtown Ann Arbor
- Central Campus
- Medical Center Campus
- Lower Town
- VA Hospital
- North Campus
- Plymouth/Huron Pkwy Area
- Dominos Farms
- East Campus Medial



High capacity transit alleviates congestion in areas that generate large trip volumes

Complete Streets

WATS is continuing development of the Complete Streets Plan for Washtenaw County by identifying needs for pedestrian, bicycle, auto, transit and freight improvements. Maps for each type of need will be available at MIWATS.Org/CompleteStreets. Look for Complete Streets public meetings updates in May by visiting WATS' Facebook page and following WATS on Twitter.

Regular steering committee meetings are held 10:30am on the second Wednesday of each month at the Washtenaw County Learning Resource Center located at 4135 Washtenaw Avenue in Ann Arbor. Public welcome!



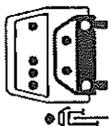
WATSONVILLE, CA 95070
130 WASH ST. PM 02



WATS IS COMMITTED TO AN ENVIRONMENTALLY SUSTAINABLE OFFICE.
EMAIL WATS@MIWATS.ORG TO RECEIVE AN ELECTRONIC NEWSLETTER.

Washtenaw Area
Transportation Study (WATS)
705 North Zeeb
Ann Arbor, Michigan 48103-1560

Donna L. Dettling
Dexter Village
8140 Main St.
Dexter, MI 48130





April 5, 2011

The Honorable Shawn Keough
8140 Main Street
Dexter, MI 48130

Dear Village President Keough,

The Arbor Day Foundation congratulates Dexter on being named a Tree City USA® community for 2010. Residents of Dexter should take pride in the fact that they live in a community where planting and nurturing trees is a priority.

You already know that trees are a vital component of the infrastructure in cities and towns, providing environmental and health benefits for your citizens. In fact, trees are a rare component of a community's infrastructure in that they actually increase in value and service over time from a modest investment.

Enclosed is a press release for your convenience as you prepare to contact your local media to share this commendable achievement with the public. We hope you are excited to share the significance of this accomplishment. If you wish to receive this press release in electronic form, please email Mark Derowitsch, Public Relations Manager of the Foundation, at mderowitsch@arborday.org. We will send it to you within one business day.

The Tree City USA program is sponsored in cooperation with the National Association of State Foresters and the USDA Forest Service. Today, more than 3,400 cities and towns have been recognized as a Tree City USA community. State foresters are responsible for the presentation of the Tree City USA flag and other materials. We will forward your awards to Kevin Sayers in your state forester's office. They will be coordinating the presentation with you. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your diligence in improving the quality of life for the citizens of Dexter and thank you for creating a healthier, more sustainable world for us all.

Best regards,

A handwritten signature in cursive script that reads "John Rosenow".

John Rosenow
Chief Executive

cc: Allison Bishop

Enclosure

For more information,
contact Mark Derowitsch,
Public Relations Manager, at
mderowitsch@arborday.org
or call 888-448-7337.



FOR IMMEDIATE RELEASE:

Arbor Day Foundation Names Dexter Tree City USA® Community

Dexter, MI, was recognized by the nonprofit Arbor Day Foundation as a Tree City USA community for its commitment to urban forestry.

Dexter has earned this national designation for 3 years.

The Tree City USA program is sponsored by the Arbor Day Foundation in cooperation with the National Association of State Foresters and the USDA Forest Service.

Dexter has met the four standards to become a Tree City USA community. Tree City USA communities must have a tree board or department, a tree-care ordinance, a comprehensive community forestry program, and an Arbor Day observance and proclamation.

"We commend Dexter's elected officials, volunteers and its citizens for providing vital care for its urban forest," said John Rosenow, chief executive and founder of the Arbor Day Foundation. "Trees provide numerous environmental, economical and health benefits to millions of people each day, and we applaud communities that make planting and caring for trees a top priority."

Communities that earn Tree City USA recognition not only have taken the time to meet the four standards, they know that trees:

- Promote healthier communities by filtering the air we breathe by removing dust and other particles.
- Moderate climate, conserve water and provide vital habitat for wildlife.
- Reduce the heat island effect in urban areas caused by pavement and buildings.
- Increase property values and reduce energy use and add beauty to our homes and neighborhoods.

More information about Tree City USA can be found at www.arborday.org/TreeCityUSA.

About the Arbor Day Foundation

The Arbor Day Foundation is a nonprofit, environmental and education organization of more than one million members, with a mission to inspire people to plant, nurture, and celebrate trees. More information on the Foundation and its programs can be found at www.arborday.org.

Treasurer/Finance Director's Report to Council
Fiscal Year 2010/2011
Third Quarter

I am pleased to present you with the Treasurer/Finance Director's Report to Council for the Third Quarter of Fiscal Year 2010/2011.

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

Department Activities

Delinquent Personal Property Taxes

The Scio Township Treasurer and I are still working with attorneys for the owner of the equipment in the North Pointe matter. We hope to have resolution soon.

2010 Property Taxes

The 2010 tax season is now complete. We collected 93% of our levied real property taxes, and 96% of our levied personal property taxes. Even with the economic downturn over the past few years, the Village's tax collection rate has remained stable and healthy.

The Washtenaw County Treasurer has informed local unit treasurers that she will be charging back to local units tax amounts that they have been unable to collect through the tax foreclosure process. In the past, the County's cash account for the foreclosure process has been healthy enough to cover those properties that sold for less than the taxes owed. Now, however, with the extreme increase in tax foreclosures and the low value of those properties the County can no longer afford to absorb those losses.

There were no Village of Dexter properties in this past foreclosure sale so we will not be directly affected, however it is a situation to keep in mind.

Fiscal Year 2010-2011 Audit

Rana Emmons of Post, Smythe, Lutz and Ziel has agreed to hold the audit costs the same as the past two years. Since they performed as agreed for FY 09-10, I would like to extend their contract for another year at that rate.

Intern from Eastern Michigan University

Our intern has completed her work with us. I now have the data in spreadsheet form that will help me to better manage the Village's investments by performing a cash flow analysis. I have not yet completed the analytical portion of this project, but expect to do so by the end of the fiscal year.

Cash Handling Procedures

The remote deposit experiment mentioned in my last quarterly report was not a success. The equipment is not sophisticated enough yet to perform consistently, and too much employee time was being taken up. We have returned the equipment to the bank. If at some time in the future we believe that the equipment is improved we may try this process again. There were advantages (mainly getting immediate credit for deposits), but they were unfortunately outweighed by the disadvantages.

I have written a draft procedure document for the rest of our cash handling operations. I will be working over the next quarter with the two employees who primarily handle cash to make sure that we have the best and most practical procedures in place. I do not believe that it is necessary to have Council approval for this document, since it is a procedure and not a policy, however if Council would like to see the finished product I would be happy to provide it.

Fiscal Year 2011-2012 Budget Document

The GFOA has changed some of the criteria for the distinguished budget award that will require me to reorganize the Village's budget document. I will be incorporating these changes into the document that we will adopt in July 2011.

Website

Last, but not least, I have completed the internal overhaul of the Village's website and it is live on line. The Website Committee will continue to meet to discuss the more extensive project that still needs to be bid and completed.

Education and Committee Memberships

- I attended the combined MGFOA and MMTA Spring Seminar in Lansing.
- I am a current member of the Michigan Municipal Treasurer Association's Education Committee and the Michigan Government Finance Officers Mentoring Committee, and am continuing as a budget reviewer for the Government Finance Officer's Association.

**Fiscal Year 2010/2011 Third Quarter
Revenues and Expenditures**

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

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

Fund 101 - General Fund				
			QTD Actual	% of Budget
Revenue			\$ 2,322,547.34	81.7%
Expenditures			\$ 2,152,373.77	72.8%
	Village Council		\$ 25,332.30	58.1%
	Village Manager		\$ 200,955.94	73.3%
	Finance Department		\$ 10,044.22	82.3%
	Attorney		\$ 21,794.76	96.9%
	Village Clerk		\$ 3,287.04	49.1%
	Village Treasurer		\$ 71,694.79	69.7%
	Buildings & Grounds		\$ 45,595.77	80.3%
	Village Tree Program		\$ 9,470.00	45.1%
	Law Enforcement		\$ 386,688.99	70.4%
	Fire Department		\$ 285,551.67	74.4%
	Planning Department		\$ 83,319.53	60.8%
	Zoning Board of Appeals		\$ 45.00	4.1%
	Dept of Public Works		\$ 159,395.73	72.4%
	Downtown Public Works		\$ 56,877.95	87.1%
	Storm Water		\$ 4,890.00	97.8%
	Engineering		\$ 6,047.50	55.0%
	Municipal Street Lights		\$ 121,568.07	88.4%
	Solid Waste		\$ 333,912.64	65.7%
	Parks & Recreation		\$ 27,201.29	44.0%
	Long-Term Debt		\$ 124,957.50	99.7%
	Insurance & Bonds		\$ 85,396.15	88.7%
	Contributions		\$ 23,249.96	100.0%
	Capital Improvements		\$ 17,366.74	75.5%
	Transfers Out & Contingencies		\$ 47,730.23	103.6%

Revenue is looking good for this quarter.

For expenditures:

- The Finance Department is above benchmark because the entire audit has now been charged to this department. I do not expect this department to be a problem at year end.
- The Attorney Department is over benchmark due to the medical marijuana issue. A budget amendment is being presented for Council's approval.
- The Building and Grounds Department is slightly above benchmark. We will monitor this department over the next quarter.
- Downtown Public Works is high due to the timing of a majority of the professional services and some changes in the charging of employee time. A budget amendment is being presented for Council's approval.
- Storm Water is a project related department and while over benchmark now, it should not be a concern at the end of the fiscal year.
- Municipal Street Lights is higher than benchmark due to the completion of capital improvements. We will continue to monitor this department, which should end the year very close to budget.
- Long Term Debt is near 100% because all of the bond payments for the year have been made. Only a small amount of bond fees are left to be paid.
- Insurance and Bonds is higher than benchmark due a majority of the line items being fully paid. It should not be a concern at the end of the fiscal year.
- Contributions is higher than benchmark because all of the budgeted lines have been fully paid.
- Budget amendments for Capital Improvements and Transfer Out to Mill Creek Park Fund are being presented for Council's approval. These amendments are due to projects that have been previously approved by Council.

Fund 202 - Major Streets Fund			
		QTD Actual	% of Budget
Revenue		\$ 313,195.92	83.5%
Expenditures		\$ 248,268.13	67.7%
Administration		\$ 11,181.50	84.7%
Contracted Road Construction		\$ 90,692.52	59.3%
Routine Maintenance		\$ 71,870.84	72.6%
Traffic Services		\$ 18,297.80	62.9%
Winter Maintenance		\$ 56,225.47	90.2%
Fund 203 - Local Streets Fund			
		QTD Actual	% of Budget
Revenue		\$ 227,562.94	104.3%
Expenditures		\$ 187,443.20	73.4%
Administration		\$ 9,688.80	82.8%
Contracted Road Construction		\$ 31,386.71	62.8%
Routine Maintenance		\$ 51,762.13	61.2%
Traffic Services		\$ 8,551.58	44.1%
Winter Maintenance		\$ 49,053.98	93.3%
Transfer Out to Major Streets		\$ 37,000.00	100.0%
Fund 204 - Municipal Streets Fund			
		QTD Actual	% of Budget
Revenue		\$ 491,761.14	93.5%
Expenditures		\$ 382,056.61	73.5%
Administration		\$ 2,056.61	5.9%
Transfers Out		\$ 380,000.00	100.5%

Revenue for these funds is good. In Major Streets we will monitor the Administration department over the next quarter. Winter Maintenance is below total budget at this time, although at least one more month of equipment rental remains to be charged. In Local Streets, Winter Maintenance is in the same condition as in Major Streets.

An amendment is being presented for Council's approval to increase the expenditure in Municipal Streets for the Transfer Out to Local Streets, as well as the accompanying revenue line in Local Streets. This is due to the cash flow issue from projects crossing fiscal years that was mentioned to Council previously. Please let me know if you need further clarification.

Fund 590 - Sewer Fund				
			QTD Actual	% of Budget
Revenue			\$ 695,154.39	71.6%
Expenditures			\$ 683,628.14	69.9%
	Administration		\$ 27,182.27	28.3%
	Sewer Utilities		\$ 528,340.32	80.6%
	Long-Term Debt		\$ 128,105.55	60.7%
	Contingencies		\$ -	0.0%
	Capital Improvements		\$ -	0.0%
Fund 591 - Water Fund				
			QTD Actual	% of Budget
Revenue			\$ 503,708.72	73.9%
Expenditures			\$ 636,796.00	62.2%
	Administration		\$ 14,950.14	17.8%
	Water Utilities		\$ 220,186.69	62.7%
	Long-Term Debt		\$ 160,911.84	69.8%
	Contingencies		\$ -	0.0%
	Capital Improvements		\$ 240,747.33	70.2%

The enterprise funds are at or near benchmark for revenue. On the expenditure side, an amendment is being presented for Council's approval for sludge hauling and the sludge storage bag.

Miscellaneous Funds

Fund 303: On the cash balances report there is currently a small negative balance in the GO Bond cash account. This also happened last year at this time. It is because we did not collect enough to offset the bond payments, however the shortage will be made up by the payment from the County for delinquent property taxes. I expect to get a little over \$10,000 back by the end of May.

Fund 402: An amendment is being presented to Council for the purchase of a utility truck, the purchase of which was approved at a previous meeting.

Fund 405: Amendments are being presented for Council's approval for revenues and expenditures related to the Mill Creek Park project.

The first part of the paper discusses the importance of the research and the objectives of the study. It also provides a brief overview of the methodology used in the study.

The second part of the paper discusses the results of the study and the conclusions drawn from the data.

The third part of the paper discusses the implications of the study and the future research directions.

**Village of Dexter
Cash Accounts**

General Ledger Name	Bank & Account Name	Purpose	Balance 03/31/11	Status of Cash
General Fund				
Cash	TCF & PNC Pooled	General operating	\$ 330,301.80	Unrestricted
Cash Savings	TCF Bank	General operating	\$ 150,261.29	Unrestricted
Chelsea Bank CD	Chelsea Bank	General operating	\$ 205,061.49	Unrestricted
CSB Investments Money Market	Chelsea Bank	General operating	\$ 273,086.43	Unrestricted
Comerica Bank CD	Comerica Bank	General operating	\$ 280,286.70	Unrestricted
MBIA Class	MBIA Class	General operating	\$ 150,166.25	Unrestricted
Building Reserve Account	TCF Pooled	Reserved for future building project	\$ 2,133.03	Restricted
Building Reserve CD	Multi-Bank Securities	Reserved for future building project	\$ 235,399.18	Restricted
Peaty Cash	Office	Small cash purchases	\$ 100.00	Unrestricted
Park Fund	PNC Parks & Recreation	General parks use	\$ 13,004.04	Restricted
Tree Replacement Program	PNC Parks & Recreation	Reserved for tree related activities	\$ 21,213.26	Restricted
Matching Funds for Park Grants	TCF Pooled	Reserved for grant match	\$ 48,000.00	Restricted
Property Tax Savings	TCF Property Tax Savings	Clearing account for undistributed tax collections	\$ 5,054.63	Unrestricted*
Property Tax Checking	TCF Property Tax Checking	Used to distribute taxes and make refunds	\$ 500.00	Unrestricted
Voluntary Public Parking	TCF Pooled	Reserved for parking activities	\$ 10,040.11	Restricted
Facilities Bond Debt	PNC Bank	Debt retirement	\$ 38,370.54	Restricted
Subtotal Unrestricted			\$ 1,374,818.59	
Subtotal Restricted			\$ 368,160.16	
Total General Fund			\$ 1,742,978.75	

*This account contains undistributed taxes collections. New this fiscal year is breaking this account across funds (like Pooled).

Major Streets Fund				
Cash	TCF Pooled	General operating for major streets activities	\$ 4,041.01	Unrestricted*
Central Street Pooled	TCF Pooled	Central Street Project	\$ 203,518.35	Restricted**
Subtotal Unrestricted			\$ 4,041.01	
Subtotal Restricted			\$ 203,518.35	
Total Major Streets Fund			\$ 207,559.36	

*These funds come from the State in the form of Act 51 payments and transfers from Municipal Streets.

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

Village of Dexter
Cash Accounts

General Ledger Name	Bank & Account Name	Purpose	Balance 03/31/11	Status of Cash
Local Streets Fund				
Cash	TCF Pooled	General operating for major streets activities	\$ 4,766.87	Unrestricted*
Metro Act Account (Pooled)	TCF Pooled	Reserved for light of way activities	\$ 39,485.87	Restricted
<u>Subtotal Unrestricted</u>			\$ 4,766.87	
<u>Subtotal Restricted</u>			\$ 39,485.87	
<u>Total Local Streets Fund</u>			\$ 44,252.74	

*These funds come from the State in the form of Act 51 payments and transfers from Municipal Streets.

Municipal Streets Fund				
Cash	TCF Pooled	Available for transfer to Major & Local Streets	\$ 619,823.29	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Available for transfer to Major & Local Streets	\$ -	Unrestricted
<u>Subtotal Unrestricted</u>			\$ 619,823.29	
<u>Subtotal Restricted</u>			\$ -	
<u>Total Municipal Streets Fund</u>			\$ 619,823.29	

Tree Replacement Fund				
Restricted Tree Replacement	PNC Bank	Restricted for trees	\$ 240,535.85	Unrestricted
<u>Subtotal Unrestricted</u>			\$ -	
<u>Subtotal Restricted</u>			\$ 240,535.85	
<u>Total Tree Replacement Fund</u>			\$ 240,535.85	

Streetscape Debt Service Fund				
Cash	TCF Pooled	Tax collections for GO Bond payments	\$ (1,687.19)	Restricted
Streetscape Debt Retire	PNC Streetscape	Special Assessments for bond payments	\$ 107,747.60	Restricted
Property Tax Savings	TCF Property Tax Savings	Tax collections for GO Bond payments	\$ -	Restricted
Tax Savings for Streetscape	TCF Property Tax Savings	Special Assessments for bond payments	\$ -	Restricted
<u>Subtotal Unrestricted</u>			\$ -	
<u>Subtotal Restricted</u>			\$ 106,060.41	
<u>Total Streetscape Debt Service Fund</u>			\$ 106,060.41	

Village of Dexter
Cash Accounts

General Ledger Name	Bank & Account Name	Purpose	Balance 03/31/11	Status of Cash
Equipment Replacement Fund				
Cash	TCF Pooled	Reserved for vehicle expenses including capital pu	\$ 182,469.42	Restricted
Subtotal Restricted			<u>\$ 182,469.42</u>	
Total Equipment Replacement Fund			<u>\$ 182,469.42</u>	
Sewer Enterprise Fund				
Cash	TCF Pooled	Sewer operating	\$ 113,381.20	Unrestricted
University Bank CD - Taps	University Bank Ann Arbor	Sewer tap-in fees	\$ 253,366.66	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Tax collections for delinquent utilities	\$ -	Unrestricted
RD Sewer Repair & Improve	PNC RD Sewer R&I	Reserved for infrastructure & equipment replaceme	\$ 34,676.59	Restricted
RD Sewer Bond Reserve	Multi-Bank Securities	Reserved for RD Sewer final year bond payment	\$ 195,000.00	Restricted
Sewer Tap Fees Account	TCF Sewer & Water	Sewer tap-in fees	\$ 326,553.95	Unrestricted
Subtotal Unrestricted			<u>\$ 693,301.81</u>	
Subtotal Restricted			<u>\$ 229,676.59</u>	
Total Sewer Enterprise Fund			<u>\$ 922,978.40</u>	
Water Enterprise Fund				
Cash	TCF Pooled	Water operating	\$ 193,193.61	Unrestricted
Bank of Ann Arbor CD	Bank of Ann Arbor	Water tap-in fees	\$ 257,091.47	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Tax collections for delinquent utilities	\$ -	Unrestricted
RD Water Repair & Improve	PNC RD Water R&I	Reserved for infrastructure & equipment replaceme	\$ 36,628.65	Restricted
RD Water Bond Reserve	Multi-Bank Securities	Reserved for RD Water final year bond payment	\$ 170,000.00	Restricted
Water Tap Fees Account	TCF Sewer & Water	Water tap-in fees	\$ 189,792.03	Unrestricted
Subtotal Unrestricted			<u>\$ 640,077.11</u>	
Subtotal Restricted			<u>\$ 206,628.65</u>	
Total Water Enterprise Fund			<u>\$ 846,705.76</u>	
Trust & Agency Fund				
Performance Guarantees	TCF Performance Guarantees	Escrows for development bonds such as tree bond.	\$ 23,275.10	Restricted
Site Plan Review	TCF Pooled	Escrows for payment of development related fees	\$ 31,160.63	Restricted
Tree Escrow	TCF Pooled	Escrows for Tree Replacement	\$ -	Restricted
Subtotal Unrestricted			<u>\$ -</u>	
Subtotal Restricted			<u>\$ 54,435.73</u>	
Total Trust & Agency Fund			<u>\$ 54,435.73</u>	

Village of Dexter
Cash Accounts

General Ledger Name	Bank & Account Name	Purpose	Balance 03/31/11	Status of Cash
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Retiree Health Care Fund				
Cash	Mers	Funds reserved for OPEB	\$ 285,721.45	Restricted
Subtotal Unrestricted			\$ -	
Subtotal Restricted			\$ 285,721.45	
Total Trust & Agency Fund			\$ 285,721.45	

*Balance as of March 30, 2011.

Payroll Fund				
Cash	TCF Payroll	Funds reserved for payment of accrued benefits	\$ 7,088.21	Restricted
Subtotal Unrestricted			\$ -	
Subtotal Restricted			\$ 7,088.21	
Total Trust & Agency Fund			\$ 7,088.21	

Economic Development Fund				
Cash	TCF Pooled	Funds reserved for economic development	\$ 1,000.36	Restricted
Subtotal Unrestricted			\$ -	
Subtotal Restricted			\$ 1,000.36	
Total Trust & Agency Fund			\$ 1,000.36	

Total Unrestricted			\$ 3,336,828.68	
Total Restricted			\$ 1,924,781.05	
Grand Total Cash			\$ 5,261,609.73	

Summary of General Funds Available for Non-Operational Use

General Fund Unrestricted	\$ 1,374,818.59
15% Fundbalance	\$ (426,480.00)
Expected revenue (based on budget)	\$ 520,652.66
Expected expenditures (based on budget)	\$ (805,126.23)
Available Unrestricted	\$ 663,865.02
Restricted for Parks	\$ 34,217.30
Restricted for Equipment	\$ 182,469.42
Restricted for Facilities	\$ 237,532.21
Restricted for Public Parking	\$ 10,040.11
Restricted for Grant Match	\$ 48,000.00
Restricted for Trees	\$ 240,535.85



VILLAGE OF DEXTER - COMMUNITY DEVELOPMENT OFFICE

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

AGENDA 4-25-11

ITEM I-2

Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: REPORT
Date: April 20, 2011

Mill Creek Park Update – The project has received approval from both granting agencies. The project bid was announced on Friday, April 15th and will be officially let on Friday, April 22nd. A mandatory pre-bid meeting will be held Tuesday, May 3rd and bids are due May 16th at 2 pm. The goal will be to have a recommendation for Council approval at the May 23, 2011 meeting in order to prepare for the contractor to start in June. The project includes all the improvements to the Mill Creek Park and the stairway from Warrior Creek Park to Alpine Street.

Washtenaw County Parks – Segment D1 of the B2B – The County is still working through the project details with the railroad, no new information.

Westside Connector –URS and the County will amend the existing Anlaan contract due to the County funding the project as part of the funding exchange agreement.

Funding Exchange Agreement – A few minor changes were recommended by the Washtenaw County Parks attorney, although the changes did not change the spirit of the agreement. Our attorney has advised that additional Council action is not necessary; therefore the final agreement is attached and will be executed this week.

Parks Commission Updates

Easter Egg Hunt – The event is Saturday, April 23rd at 10 am. To date the Village has sold about 50 tickets. We expect about 150 people total based on pre ticket sales. The Dexter Arts Center has volunteered to provide face painting for the event and about 15 volunteers are slated to help with the event.

Other

Baker Road Storm Project – The project will be posted to MITN (bidding software) Monday, April 23rd with bids due May 16th. The plan is to have Council award the project for a July 1 start at the June 13th meeting. Obtaining pricing as soon as possible will allow the project to be included in the FY 11-12 budget.

Mast Road Bridge Project - Scheduled to start in mid-June and be completed by Labor Day. The Contractor crew was on site on Friday, April 8 to install bird nesting deterrents (tarps) under the

bridge. We expect the Contractor back on site this week or next to complete work related to the nesting deterrents.

Builders and Remodeler's Association – I have been asked to meet with BRAG's Development Committee to discuss the Village's Master Plan update on April 28th, Trustee Carson is joining me as a representative of the Planning Commission.

Arbor Day Celebration – The Banner will be installed this week and seedlings will be given away on Friday, April 29th. A display board has been created with information on street trees and the value of trees and is on display at the library. The library will focus there children's story times on trees and the environment the week of Arbor Day. The Dexter Arts Center has also volunteered to provide a craft table at the event to highlight trees.

Spring Tree Planting – Street trees will be planted the week of April 23rd in coordination with Arbor Day.

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

**HUDSON MILLS BORDER-TO-BORDER
NON-MOTORIZED TRAIL
FUNDING AGREEMENT**

**Village of Dexter – Washtenaw County Parks & Recreation Commission –
Washtenaw County Road Commission**

This contract is made and entered into by and between:

The **Village of Dexter**, a Michigan Municipal Corporation, with offices at 8140 Main Street, Dexter, Michigan 48130 (the “**Village**”); and

Washtenaw County, a Michigan Municipal Corporation, by the **Washtenaw County Parks & Recreation Commission** with offices at 2230 Platt Road, Ann Arbor, Michigan 48104 (“**County Parks**”); and

The **Board of County Road Commissioners of the County of Washtenaw**, a public entity, with offices at 555 Zeeb Road, Ann Arbor, Michigan 48103 (the “**Road Commission**”); and

The **Washtenaw Area Transportation Study**, a multi-jurisdictional agency, with offices at 705 North Zeeb Road, Ann Arbor, Michigan 48103 (“**WATS**”).

1.0 ACKNOWLEDGMENTS

1.1 The Huron-Clinton Metropolitan Authority (“**HCMA**”), in cooperation with the Village, County Parks and the Road Commission, desires to construct a non-motorized pathway from the Village of Dexter to its existing facility in the Hudson Mills Metro Park (the “**Hudson Mills B2B Project**” or the “**Project**”).

1.2 The HCMA, the Village, County Parks and the Road Commission have applied for and received preliminary approval for several sources of local, state and federal funding for the Project. The Michigan Department of Transportation (the “**MDOT**”) will only distribute federal funds on behalf of the Federal Highway Administration (the “**FHWA**”) to agencies eligible to receive Public Act 51 of 1951 funds. Due to this mandate, the Road Commission agrees to accept approximately \$780,000 of FY2012 Surface Transportation Program – Enhancement (STE) funds and approximately \$100,000 of FY2012 Surface Transportation Program – Urban (STU) funds for the Project.

1.3 County Parks has approved approximately \$600,000 in local county park funds for the Project.

1.4 The Village of Dexter has planned three (3) improvement projects that will be additional assets to the non-motorized trail network that County Parks is planning to create. They are identified as (i) Mill Creek Park Non-Motorized Pathway, (ii) the Stairway from Warrior

Creek Park to Alpine Street, and (iii) the Subdivision Connector, all of which are collectively referred to as "Village Projects."

1.5 The Village has programmed approximately \$458,000 in FY2012 STU funds for the Village Projects.

1.6 The Village wishes to reallocate and transfer its funding from the Village Projects to the Project in exchange for future assistance from County Parks.

NOW, THEREFORE, in exchange for their mutual promises as set forth in Section 2.0 and other good and valuable consideration, the parties agree as follows:

2.0 CONTRACT

2.1 In order to most efficiently administer and construct the Project, the Washtenaw Area Transportation Study (WATS) will allocate and transfer approximately \$458,000 in FY 2012 STU funds from the Village of Dexter to the Washtenaw County Road Commission for the Project. A summary of estimated funding for the Hudson Mills B2B Project is attached as Exhibit A.

2.2 In order to maintain full funding for both the Project and the Village Projects, County Parks will transfer approximately \$458,000 in local county parks funds from the Hudson Mills B2B Project to the Village for use by the Village for the construction of the Village Projects (the "Village Reimbursement"). County Parks will contribute the remaining approximately \$142,000 in local county parks funding directly to the Project.

2.3 The Road Commission will administer the Project through the MDOT Local Agency Programs and oversee construction of the Project in conjunction with HCMA.

2.4 The Road Commission will coordinate design and construction engineering efforts with HCMA, authorize MDOT to advertise and let bids for the Hudson Mills B2B Project, hire a contractor, and enter into a contract to complete the Hudson Mills B2B Project, in the ordinary and normal course, and according to the Road Commission's and MDOT's standard practices and procedures.

2.5 The Village will coordinate design and construction of the Village Projects. The Village will invoice County Parks monthly for the construction costs related to the Village Projects up to the approximate \$458,000 STU Funds, it being the intent of County Parks and the Village that the Village receive a dollar for dollar reimbursement for the funds allocated by the Village to the Project.

2.6 Upon completion of construction all of the Village Projects, a review of the Village Reimbursement will be conducted to insure that the County Parks transfers to the Village equal the same amount allocated by the Village to the Project (estimated to be approximately \$458,000) as originally intended. If the Village has not received the dollar for dollar reimbursement (the "Reimbursement Shortfall"), additional Village non-motorized projects may

be identified by the Village which will be funded by the County Parks in an amount equal to the Reimbursement Shortfall in the same manner as provided in Section 2.5 above.

2.7 If the Hudson Mills B2B Project fails to materialize for any reason and provided the County Parks have transferred funds to the Village as contemplated by Section 2.5 above, the Village will reprogram the amount of the funds actually received by the Village to a future federally eligible County Parks non-motorized project in or surrounding the Village of Dexter. If the Village does not receive any funds from the County Parks for completion of the Village Projects then the Village shall have no obligation to reprogram funds to the County Parks.

3.0 GENERAL PROVISIONS

3.1 All notices and invoices under this contract are deemed given when mailed by first class mail, postage pre-paid, or personally delivered as follows:

For the Village

Community Development Manager
Village of Dexter
8140 Main Street
Dexter, MI 48130

For the County Parks

Director
Washtenaw County Parks & Recreation Commission
P.O. Box 8645
2230 Platt Road
Ann Arbor, MI 48104

Washtenaw Area Transportation Study

Executive Director
Washtenaw Area Transportation Study
705 N. Zeeb Road
Ann Arbor, MI 48103

For the Road Commission

Managing Director
Washtenaw County Road Commission
555 Zeeb Road
Ann Arbor, MI 48103

3.2 This contract constitutes the entire contract between the parties and all previous communications between the parties, whether written or oral with reference to the subject matter of this contract, are hereby canceled and superseded.

3.3 If any provision of this contract violates any law, the remaining provisions of this contract shall continue in full force and effect.

3.4 This contract shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan.

3.5 This contract has been jointly drafted by the parties and, therefore, shall be construed and interpreted accordingly.

3.6 Failure or delay in performance of this contract by any party shall not be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, labor strike, lock-out, war, riot, epidemic, explosion, terrorism, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority or any other cause, whether of the kind enumerated here or otherwise, not within the control of the party claimed to be responsible for such failure or delay or other similar alleged breach of this contract.

3.7 Without the prior written consent of the governing body of any party, neither this contract, any interest created by this contract, or any claim arising under this contract shall be transferred or assigned by either party.

3.8 The parties agree and it is specifically understood that the parties' performance under this contract does not and shall not confer upon the Road Commission any right, title or interest in the Project and does not confer upon the Village or County Parks any right, title or interest in any road work improvements associated with the Project.

3.9 This contract does not create or vest any rights or privileges in any third party not a party to this contract. Notwithstanding any other provision of this contract, this contract and actions taken by either party under this contract, will not and shall not be construed by any third party or any court of law as vesting any rights or privileges in any third party under any circumstances.

3.10 Nothing herein shall be construed to constitute any party to this contract, or their member communities, contractors, agents or assigns, as a joint venturer or agent or general partner of the other, nor do the parties intend to create or engage in a joint venture or joint venture partnership by entering into and satisfying the terms and conditions of this contract.

3.11 This contract shall be effective and binding on the date on which the last of the parties signs this contract. It may be executed in counterpart originals, one of which shall be retained by each party and each of which may serve as the original of this contract.

3.12 If applicable, this contract will be null and void if the Road Commission does not enter into contract(s) between the Road Commission and the MDOT.

IN WITNESS WHEREOF, the parties have set their hands to this contract the day and year here written.

VILLAGE OF DEXTER

Dated: _____, 2011

By: Shawn W. Keough
Its: Village President

Dated: _____, 2011

By: Donna Dettling
Its: Village Manager

**WASHTENAW COUNTY PARKS &
RECREATION COMMISSION**

Dated: _____, 2011

By: Robert Tetens
Its: Director

**WASHTENAW AREA TRANSPORTATION
STUDY**

Dated: _____, 2011

By: Terri Blackmore
Its: Executive Director

**WASHTENAW COUNTY ROAD
COMMISSION**

Dated: _____, 2011

By: Steven M. Puuri
Its: Managing Director

Dated: _____, 2011

By: Douglas E. Fuller
Its: Board Chair

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EXHIBIT A

Summary of Estimated Funding

Hudson Mills B2B Project

Washtenaw County Road Commission FY 2012 Surface Transportation Program – Enhanced (STE)	approx. \$ 780,000
Washtenaw County Road Commission FY 2012 Surface Transportation Program – Urban (STU)	approx. \$ 100,000
Washtenaw County Parks and Recreation Commission	approx. \$ 142,000
Village of Dexter FY 2012 STU	<u>approx. \$ 458,000</u>
SUMMARY OF ESTIMATED FUNDING	
	approx. \$1,480,000
Village Projects, Washtenaw County Parks and Recreation Commission	<u>approx. \$ 458,000</u>
TOTAL	approx. \$1,938,000

AGENDA 4-25-11

ITEM I-3

VILLAGE OF DEXTER

cnicholls@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Trustee Tell & Courtney Nicholls, Assistant Village Manager
Date: April 21, 2011
Re: Farmers Market/Community Garden Oversight Committee

A Farmers Market/Community Garden Oversight Committee meeting was held on April 19. Good news to report with both activities as it looks like we will have an increase in participation in both compared to last year.

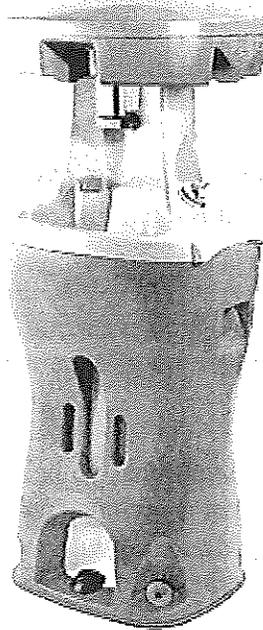
We have received enough Market applications to fill the 30 spaces at the Market. We have some additional applications and will use those vendors to fill in spaces when seasonal vendors cannot attend or do not start attending until June.

Walkabout Creek has said they will be donating \$1000 to the Village towards the purchase of a hand washing station. The station we found that we think will work well for the Market is included for your information. The plan is to put it along the fence on the Main Street end of the Market. It will not be permanently affixed to the pavement at this time. The Department of Public Works will fill and remove the water on Fridays on an as needed basis.

Due to the vendor and sponsor response we project that we will be able to cover the cost of the advertising, events and staff overtime related to the market and will likely have a carryover that we can use to build a fund for necessary maintenance in the future.

The Community Garden is also getting off to a great start. 16 full plots have been sold. The participants will have an orientation meeting at the Garden on April 27. They will also have a gathering on May 14 to work on putting up the fencing surrounding the garden. Donations in the amount of \$125 have been received for the Garden. The main expenses for the garden will be some additional fencing due to the expansion, new hoses and coordinator time. This will be covered by the remaining grant revenue and plot fees.

[HOME](#) >> [PRODUCTS](#) >> [HAND WASHING & SANITIZING](#) >> BRAVO![®]



BRAVO![®]

[PRICE INQUIRY](#) [E-MAIL PAGE](#) [PRINT PAGE](#)

[ASSEMBLY INSTRUCTIONS](#) [PARTS LISTING](#)

Features:

Patent Pending

- Part number: BRA1-1000
- 1,000-sheet paper towel capacity
- Two 30-fluid-oz. soap dispensers
- Built-in lift handles
- 22-gallon fresh water tank capacity with visual water levels
- 24-gallon used water capacity
- Syphon port for pump out
- Fits inside most portable restrooms for easy transport
- 1408 pumps of water
- Model BRA1-2000 is available for warm water washes

\$1,800 + shipping

Description	Values
Height	62 in / 157 cm
Width	26.5 in / 67 cm
Depth	21.5 in / 54 cm
Weight Empty	70 lb / 32 kg
Weight Full	254 lb / 115.2 kg
Fresh Water Capacity	22 gal / 83 ltr
Grey Water Capacity	24 gal / 91 ltr
Paper Towel Dispenser	
250 towels per pack. 1000 towels per wash station. (Four packs of single-fold towels)	

VILLAGE OF DEXTER

ddettling@villageofdexter.org

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

MEMO

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: April 19, 2011
**Re: Assistant Village Manager &
Village Manager Report - Meeting of April 25, 2011**

1. Meeting Review:
 - April 12th – Staff Meeting
 - April 13th – Conference Call with Tom Covert re: DDA Budget
 - April 13th – Daniel Kesterson re: Eagle Scout project
 - April 19th – Farmers Market and Community Garden Committee meeting
 - April 20th – MERS meeting re: Benefit Change
2. Upcoming Meeting Review:
 - April 21st – April DDA Meeting
 - April 21st – DWRF Water Main Project Residents meeting
 - April 25th – Current State of Stormwater Meeting
 - April 27th – DAPCO Team Meeting
 - May 4th – Budget Work Session
 - May 17th – EDC Meeting and Information Workshop
3. Summer Help. I am not planning to advertise for Summer Help. For the DPW, Kurt Augustine has requested to offer the temporary summer position to Kyle Koch again this summer. This will be the third summer Kyle has worked for the DPW. He has consistently been a hard worker and can handle many tasks without supervision. Dan Schlaff would like to work with one of the candidates from the selection process to fill his summer help position for the Water and Wastewater Departments. There were several candidates that are currently unemployed that could fill the temporary summer position. Please let me know if this is an acceptable way to handle summer help needs for both Dan and Kurt. We typically budget \$5,000 for Water & Sewer and \$5,000 for General Fund/ Streets. The Village takes full advantage of summer staff for mowing, painting, and basic maintenance tasks that can be accomplished at a reduced cost.
4. Baker Road Clean Up. Thomson Reuters (formerly Creative Solutions) will be holding the spring clean-up, adopt a stretch of Baker Road between Marshall and Main on April 26th with a rain date of April 27th.
5. DWRF Notice of Intent. The Resolution approving the Notice of Intent to borrow \$1.3 million for the DWRF Water Main Replacement Project will be on the agenda May 9, 2011. Tom Colis from Miller Canfield will NOT be attending the meeting. If you have any questions, please get them to Courtney or me. The Bond Authorizing Resolution will be on the agenda in August 2011.
6. Dexter Fastener Amend Tax Year 2011 Included with my report is a copy of the Tax Tribunal paperwork submitted by Dexter Fastener to amend tax year 2011. If the Tax Tribunal approves this request it would result in a reduction in taxable value of \$3,156,700.00, which could result in \$42,792.86 less revenue to the village.

7. Chapter 54-Traffic and Vehicle Ordinance Review. Dan Schairbaum reviewed the file from the Village's ordinance re-codification and could not find any reason why the ordinances in question were removed. For these ordinances to be in effect they would need to be re-adopted. A copy of the ordinances that were removed is attached. Prior to taking action on re-adopting the ordinances, staff recommends a review be completed of Chapter 54 Traffic and Vehicles following the usual procedure of review/recommendation by Planning Commission, public hearing by Village Council, and consideration by Village Council.
8. Fluoride. Public notification on the May 2nd start of Village water system fluoridation includes the following sources/locations: Village newsletter, e-mail update, Dexter Library LCD Display, e-mail to Homeowners Associations, Ann Arbor News, Dexter Leader, and it will be on the May water bill. We also sent a letter to 112 dentists in Chelsea, Dexter and Western Ann Arbor.
9. MERS Meeting. The purpose of the April 20 meeting with MERS is to work with them to prepare the proper paperwork for adopting the bridge benefit and closing the defined benefit program. We will also be receiving specific details on their defined contribution program. The goal is to have all the paperwork prepared and on the agenda for the April 25th Council meeting.
10. Adams Billboard. We have secured our Billboard for June; it will be the same location as last year; 1 mile west of Fletcher.
11. Police Services Steering Committee. The next meeting of the Police Services Steering Committee will be April 27. Attached is the timeline that has been followed by the Financial Sub-Committee as they work towards a May recommendation to the County Board of Commissioners on the price of a police services unit for 2012 and beyond.
12. Parade Update The Dexter Area Fire Association isn't willing to organize the Memorial Day Parade. You'll notice that the application on consent agenda is from the Village. We will have plenty of volunteers to pull this event off and we will follow our rules to hold this event.
13. Sewer Televising. We discussed at the last meeting the possibility of using reserves to pay for sewer televising. Attached to my report is an update on the sewer televising project, which includes cost estimates. I'd like to take a phased approach to completing this work and budget for at least half of \$20,000 in the next fiscal year budget. Dan and I will work on a plan going forward to complete jet cleaning and televising of sewers in the old part of the village as well as develop a comprehensive plan to jet/clean and televise all sewers throughout the Village every 10 years. Currently our staff flush sewers on a monthly basis where sewer mains dead end, and in sewer mains with low flow. This practice will continue in addition to this aggressive overall sewer collection system preventive maintenance program. We asked OHM to include oversight costs in their proposal due to the uncertainty of having adequate village staff to provide oversight. It is our intent as staffing and activity prioritization stabilizes to assign village staff to oversight on this project.

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

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MEXICO: Monterrey

POLAND: Gdynia

Warsaw • Wrocław

April 18, 2011

Donna Dettling
Village Manager
Village of Dexter
8140 Main Street
Dexter MI 48130-1092

Re: Village of Dexter – 2011 Water Supply System Revenue Bonds (DWRP Project)

Dear Donna:

Pursuant to our recent conversation regarding the proposed bond issue for the water supply system improvements, I have prepared a RESOLUTION AUTHORIZING NOTICE OF INTENT AND DECLARING INTENT TO REIMBURSE for consideration by the Village Council at its May 9, 2011 meeting and enclose herewith to you and to each person listed below a copy of the Resolution for their review. If the Resolution is found to be in proper order, it should be adopted at the May 9, 2011 meeting.

Assuming the Resolution is adopted, the notice which appears on pages 2 and 3 of the Resolution must be published as a ¼-page display advertisement in *The Dexter Leader*. I would appreciate receiving at least three (3) certified copies of the Resolution along with an Affidavit of Publication of the Notice of Intent from *The Dexter Leader* as soon as possible after publication.

I trust the foregoing is in proper order but should you have any questions or comments concerning the same, please give me a call.

Sincerely,

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

By: _____

Thomas D. Colis

Enclosure

cc: Courtney Nichols
Christine Cale
Tom Traciak

18,999,027.1\022911-00025

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

VILLAGE OF DEXTER
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, held on the 9th day of May, 2011, at 7:30 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

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

WHEREAS, the Village of Dexter, County of Washtenaw, State of Michigan (the "Village") intends to issue and sell bonds, pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in an amount not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000) for the purpose of paying all or part of the cost of acquiring and constructing additions, extensions and improvements to the Village's water system, including water main replacements, together with all necessary interests in land, rights of way and all appurtenances and attachments therefor (the "Project"); and

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

PLEASE TAKE NOTICE that the Village of Dexter, County of Washtenaw, State of Michigan (the "Village"), intends to issue and sell revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in an amount not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000), in one or more series for the purpose of paying all or part of the cost of acquiring and constructing additions, extensions and improvements to the Village's water supply system, including water main replacements, together with all necessary interests in land, rights of way and all appurtenances and attachments therefor, to serve the users of the system.

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

SOURCE OF PAYMENT OF REVENUE BONDS

THE PRINCIPAL OF AND INTEREST ON SAID REVENUE BONDS SHALL BE PAYABLE solely from the revenues received by the Village from the operations of said water supply system, unless the Village Council determines to sell the bonds to the Michigan Finance Authority and to secondarily pledge revenue sharing to be received by the Village and/or the limited tax full faith and credit of the Village. Said revenues will consist of rates and charges that may from time to time be revised to provide sufficient revenues to provide for the expenses of operating and maintaining the system, to pay the principal of and interest on said bonds and to pay other obligations of the system.

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

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

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

RIGHT OF REFERENDUM

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

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

Carol Jones, Village Clerk
Village of Dexter

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

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

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

- (a) As of the date hereof, the Village reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the Village.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring, constructing, and equipping the Project which were or will be paid subsequent to sixty (60) days prior to the date hereof.
- (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$1,300,000.

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

AYES: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Carol Jones, Village Clerk
Village of Dexter

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, at a regular meeting held on May 9, 2011, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Carol Jones, Village Clerk
Village of Dexter

KERR, RUSSELL AND WEBER, PLC

ATTORNEYS AND COUNSELORS

ESTABLISHED 1874

DETROIT CENTER

SUITE 2500

500 WOODWARD AVENUE

DETROIT, MICHIGAN 48226-3427

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201 W. BIG BEAVER RD., SUITE 260

TROY, MICHIGAN 48084

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KATE MCCARROLL
DAVID J. DEN DOOVEN
P. WARREN HUNT
DANIEL J. FERRIS
MATTHEW L. POWELL
MICHAEL N. PAPPAS
WILLIAM C. LENTINE
JACQUELYN A. K. STANYER
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ROBERT J. DINDOFFER
DANIEL G. BYRNE
DWAYNE D. STRESMAN
CHAOSI DING

OF COUNSEL
RICHARD D. WEBER
THOMAS R. WILLIAMS

A. STEWART KERR (1915-1990)
ROBERT G. RUSSELL (1928-1997)
ROY H. CHRISTIANSEN (1932-2000)

WILLIAM A. SANKBEIL
ROBERT R. NIX II
MONTE D. JAHNKE
PATRICK McLAIN
CURTIS J. DEROD
MICHAEL D. GIBSON
DANIEL G. BEYER
JAMES R. CASE
GEORGE J. CHRISTOPOULOS
STEPHEN D. MCGRAW
KURT R. VILDERS
JAMES R. CAMBRIDGE
EDWARD C. CUTLIP, JR.
MARK M. CUNNINGHAM
MARK J. STASA
JOANNE GEHA SWANSON
ROBERT E. FORREST
ROBERT J. PINEAU
JEFFREY A. BRANTLEY
PATRICK J. HADDAD
RICHARD C. BUSLEPP
ERIC I. LARK
JAMES E. DELINE
DANIEL J. SCHULTE
MICHAEL D. CARROLL
FRED K. HERRMANN
MEGHAN KENNEDY RIORDAN
MICHAEL A. SNEYD
JOHN D. GATTI

April 13, 2011

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

**Re: Dexter Fastener Technologies, Inc. v Township of Scio, Village of Dexter
MTT Docket No. 0395180**

Dear Ms. Dettling:

Enclosed please find Motion to Amend to Add Tax Year 2011 As a Consecutive Year to the Petition and a copy of a Proof of Service.

If you have any questions, please feel free to contact me.

Very truly yours,

KERR, RUSSELL AND WEBER, PLC



John D. Gatti

JDG:aem
Enclosure

**STATE OF MICHIGAN
DEPARTMENT OF ENERGY, LABOR AND ECONOMIC GROWTH
MICHIGAN TAX TRIBUNAL**

DEXTER FASTENER TECHNOLOGIES, INC.
Petitioner,

v.

MTT Docket No.0395180

TOWNSHIP OF SCIO,
VILLAGE OF DEXTER,
Respondents.

**MOTION TO AMEND TO ADD TAX YEAR 2011
AS A CONSECUTIVE YEAR TO THE PETITION**

Petitioner Dexter Fastener Technologies, Inc., by and through undersigned counsel, moves for leave to amend its Petition to add tax year 2011 as a consecutive year pursuant to MTT Rule 225(2).

1. Petitioner filed a Petition with the Michigan Tax Tribunal (the "Tribunal") in the above referenced matter on May 28, 2010.

2. The subject properties (hereinafter the "Properties") consist of two (2) separate but contiguous parcels, each of which are assessed by Scio Township. The Properties are presently used for industrial space. The Properties were originally designed to be used for industrial space. The Properties are hereby identified as follows:

Address	Property ID	Classification
2103 Bishop Circle West, Dexter, MI 48130	HD-08-99-000-504	304 (IFT Real)
2110 Bishop Circle East, Dexter, MI 48130	HD-08-07-125-044	30I (Industrial)

3. The Petition involves the appeal of issues relating to valuation, assessment, and taxable value of the Properties for tax year 2010. There is no dispute relative to the value of any addition or loss to the Properties.

4. For tax year 2011, Respondents determined the Properties' assessed value, state equalized value and taxable value as follows:

Property ID	Assessed Value	SEV	Taxable Value
HD-08-99-000-504	\$1,905,300	\$1,905,300	\$1,905,300
HD-08-07-125-044	\$4,408,300	\$4,408,300	\$4,408,300

5. As with tax year 2010, Petitioner contends that the Respondent improperly valued the Property for tax year 2011 and that the assessed value and taxable value of the Property for tax year 2011 should be reduced. Petitioner relies on the facts cited in the Petition as the basis for the proceeding herein.

6. In its Petition, Petitioner contended that for tax year 2010, that the true cash value of the Properties is approximately \$2,470,000 for HD-08-99-000-504 and \$5,000,000 for HD-08-07-125-044. Petitioner now contends that the (true cash value) has decreased and that for tax year 2011, of the Properties is approximately \$2,140,600 for HD-08-99-000-504 and \$4,173,200 for HD-08-07-125-044.

7. Based on the forgoing, Petitioner contends that for tax year 2011, the state equalized value, assessed value and taxable value of the Property should be \$1,070,300 for HD-08-99-000-504 and \$2,086,600 for HD-08-07-125-044. The amount in contention is \$835,000 and \$2,321,700, respectively.

WHEREFORE, Petitioner respectfully requests that this Tribunal grant its Motion to Amend to Add Tax Year 2011 as a Consecutive Year to the Petition.

BRIEF IN SUPPORT

In support of its Motion to Amend to Add Tax Year 2011 as a Consecutive Year to the Petition, Petitioner relies on the facts and Tribunal rules cited in the motion.

Respectfully submitted,

KERR, RUSSELL AND WEBER, PLC



John D. Gatti (P45295)
David J. Den Dooven (P64827)
500 Woodward Ave., Suite 2500
Detroit MI 48226
(313) 961-0200
Attorneys for the Petitioner

Dated: April 13th, 2011

**STATE OF MICHIGAN
DEPARTMENT OF ENERGY, LABOR AND ECONOMIC GROWTH
MICHIGAN TAX TRIBUNAL**

DEXTER FASTENER TECHNOLOGIES, INC.
Petitioner,

v.

MTT Docket No.0395180

TOWNSHIP OF SCIO,
VILLAGE OF DEXTER,
Respondents.

PROOF OF SERVICE

STATE OF MICHIGAN)
)ss
COUNTY OF WAYNE)

Amy E. McIntyre, being first duly sworn deposes and says that she is employed with the law firm of Kerr, Russell and Weber, PLC, attorneys for herein, and that on the 13 day of April 2011, she served a copy of the *Motion to Amend to Add Tax Year 2011 as a Consecutive Year to the Petition* and *Proof of Service* relative to the above-captioned matter, via U.S. First Class and Certified Mail, Return Receipt Requested, with proper postage affixed thereto, upon:

John L. Etter
Reading, Etter & Lillich
101 N. Main Street, Suite 575
Ann Arbor, MI 48104
Attorney for Respondent Scio Township

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

Amy E. McIntyre
Amy E. McIntyre

Subscribed and sworn to before me
this 13th day of April, 2011

Michele Danic

, Notary Public

Wayne County, Michigan
My Commission Expires:
Acting in Wayne County, Michigan

MICHELE DANIC
Notary Public, Wayne County, MI
My Commission Expires Jan. 19, 2017
Acting in the County of _____

**Police Services Steering Committee
Financial Sub-Committee Timeline**

As of April 18, 2011

February 11	PSSC Financial Subcommittee	Overview of Charge Establish Charge Timeline Northwestern Study
February 18	PSSC Financial Subcommittee	Budget Challenges – County
February 25	PSSC Financial Subcommittee	Budget Challenges – Townships
March 2	PSSC Full Committee	Process Update from Financial Subcommittee
March 4	PSSC Financial Subcommittee	Cancelled
March 11	PSSC Financial Subcommittee	Length of Contracts
March 18	PSSC Financial Subcommittee	Factors for Price Modifications
March 25	PSSC Financial Subcommittee	Policy Discussion
April 1	PSSC Financial Subcommittee	Financial Metrics
April 6	PSSC Full Committee	Cancelled
April 8	PSSC Financial Subcommittee	Policy Discussion
April 15	PSSC Financial Subcommittee	Cancelled
April 22	PSSC Financial Subcommittee	Cancelled: Good Friday
April 27	PSSC Full Committee	Process Update from Financial Sub Committee & Approval of Recommendations to take to BOC
May 6	PSSC Financial Subcommittee	TBD (If needed)
May 13	PSSC Financial Subcommittee	TBD (If needed)

May 19	Board Working Session	Report out from Financial Subcommittee and Full PSSC
June 1	Ways & Means Committee / BOC	Consideration of Police Services Contracting for 2012 & Beyond including Price, Length of Contract, Price Increases or Decreases, and Policy for Adding/Subtracting PSUs / Final Adoption

designated magistrate or the family division of circuit court as directed, the officer may release the person from custody with instructions to appear in court, given in the form of a citation as prescribed by section 2.10.

State law reference—Similar provisions, MCL 257.727.



Sec. 2.25 Traffic engineer.

The office of traffic engineer is hereby established. The traffic engineer shall be appointed by resolution of the ordinance-making body and shall exercise the powers and duties provided in this code in a manner which is consistent with prevailing traffic engineering and safety practices and which is in the best interests of this governmental unit. If a traffic engineer is not appointed, the authority of such engineer shall be vested in the village manager.



Sec. 2.36b Traffic-control devices on private property.

(1) With the consent, or at the request, of the owners or persons in charge of private property open to the general public for travel, the traffic engineer may determine controls of the movement of vehicles and pedestrians, and the parking of vehicles, needed for the safety and convenience of the public and users of the property. The owner or persons in charge of the private property shall be responsible for the installation and proper maintenance of the traffic-control devices deemed necessary by the traffic engineer.

(2) A person who violates the directions of the traffic-control devices is guilty of a misdemeanor.



Sec. 2.41(a) Limited parking zones.

The traffic engineer is hereby authorized, subject to the approval of the ordinance-making body, to determine and designate limited parking zones and to install as many signs as necessary in the limited parking zones, if it is determined that the installation of parking signs is necessary to aid in the regulation, control, and inspection in the parking of vehicles.

Sec. 5.4 Involvement in accident resulting in injury or death; stopping; violation as felony.

Section 5.4 is hereby deleted.

Editor's note—This section was deleted as it is a felony under state law.

State law reference—Stopping at scene of accident resulting in serious injury or death of person, MCL 257.617.

Sec. 5.15 Operating motor vehicle while under influence of intoxicating liquor or controlled substance; operating motor vehicle when visibly impaired; penalties for causing death or serious impairment of a body function; operation of motor vehicle by person less than 21 years of age; requirements; costs; enhanced sentence; guilty plea or nolo contendere; establishment of prior conviction; special verdict; public record; burden of proving religious service or ceremony.

arising from the enactment of the amendatory act that added this subsection. The secretary of state shall report the findings of the study to all of the following not later than May 1, 2000:

- (a) The senate and house of representatives appropriations committees.
- (b) The senate and house of representatives fiscal agencies.

(12) It is the intent of the legislature that the enforcement of this section be conducted in a manner calculated to save lives and not in a manner that results in the harassment of the citizens of this state.

(13) Points shall not be assessed under section 320a of the act (MCL 257.320a) for a violation of this section.

State law reference—Similar provisions, MCL 257.710e.

Sec. 5.97 Stopping for school bus displaying flashing red lights; exception; violation as civil infraction; meeting stopped school bus on divided highway; evidence; community service.

(1) The driver of a vehicle overtaking or meeting a school bus which has stopped and is displaying two alternately flashing red lights located at the same level shall bring the vehicle to a full stop not less than 20 feet from the school bus and shall not proceed until the school bus resumes motion or the visual signals are no longer actuated. At an intersection where traffic is controlled by an officer or a traffic stop-and-go signal a vehicle need not be brought to a full stop before passing a stopped school bus, but may proceed past the school bus at a speed not greater than is reasonable and proper but not greater than ten miles an hour and with due caution for the safety of passengers being received or discharged from the school bus. The driver of a vehicle who fails to stop for a school bus as required by this subsection, who passes a school bus in violation of this subsection, or who fails to stop for a school bus in violation of an ordinance that complies with this subsection, is responsible for a civil infraction.

(2) The driver of a vehicle upon a highway which has been divided into two roadways by leaving an intervening space, or by a physical barrier, or clearly indicated dividing sections so constructed as to impede vehicular traffic, need not stop upon meeting a school bus which has stopped across the dividing space, barrier, or section.

(3) In a proceeding for a violation of subsection (1), proof that the particular vehicle described in the citation was in violation of subsection (1), together with proof that the defendant named in the citation was, at the time of the violation, the registered owner of the vehicle, shall constitute in evidence a presumption that the registered owner of the vehicle was the driver of the vehicle at the time of the violation.

(4) In addition to the civil fine and costs provided for a civil infraction under section 907 of the act (MCL 257.907), the judge, district court referee, or district court magistrate may order a person who violates this section to perform not to exceed 100 hours of community service at a school.

State law reference—Similar provisions, MCL 257.682.

* *Sec. 8.01 Standing or parking close to curb; violation as civil infraction.*

(1) A person shall not stand or park a vehicle in a roadway other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement and with the right-hand wheels of the vehicle within 12 inches of the curb or edge of the roadway, except as otherwise provided in this ordinance.

(2) A person who violates this section is responsible for a civil infraction.

* *Sec. 8.02 Parking on one-way streets; violation as civil infraction.*

(1) Vehicles may park with the left-hand wheels adjacent to, and within 12 inches of the left-hand curb or properly signed one-way streets.

(2) A person who violates this section is responsible for a civil infraction.

* *Sec. 8.03 Stopping, standing, or parking on streets signed for angle parking; violation as civil infraction.*

(1) Angle parking is permitted only in designated areas.

(2) A person who violates this section is responsible for a civil infraction.

* *Sec. 8.05 Parking in a manner that obstructs traffic; violation as civil infraction.*

(1) A person shall not park any vehicle on a street in a manner that leaves an insufficient width of the roadway available for free movement of vehicular traffic.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 8.10 Stopping, standing, or parking vehicles; violation as civil infraction.

(1) A person shall not stop, stand, or park a vehicle in any of the following places, except when necessary to avoid conflict with other traffic or to comply with the law or the directions of a police officer or traffic-control device.

- (a) On a sidewalk.
- (b) In front of a public or private driveway.
- (c) Within an intersection.
- (d) Within 15 feet of a fire hydrant.
- (e) On a crosswalk.
- (f) Within 20 feet of a crosswalk, or if none, then within 15 feet of the intersection of property lines at an intersection of streets, or streets and alleys.
- (g) Within 30 feet of any flashing beacon, stop sign, yield sign, or traffic-control signal located at the side of a street.
- (h) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone.
- (i) Within 50 feet of the nearest rail of a railroad crossing.

- (j) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station, within 75 feet of the entrance when properly signposted.
- (k) Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.
- (l) On the street side of any vehicle stopped or parked at the edge or curb of a street.
- (m) On any bridge or other elevated structure on a street or within a street tunnel.
- (n) Within 200 feet of an accident at which police officers are in attendance.
- (o) In front of any theater.
- (p) In any place or in any manner so as to block or hamper the immediate use of an immediate egress from any emergency exit which is conspicuously marked as an emergency exit and which provides an emergency means of egress from any building.
- (q) In any place or in any manner so as to block or hamper the immediate use of an immediate egress from any fire escape which is conspicuously marked as a fire escape and which provides an emergency means of egress from any building.
- (r) At any place where official signs prohibit stopping, standing, or parking.
- (s) In a parking space which is clearly identified by an official sign as being reserved for use by handicappers and which is on public property or private property that is available for public use, unless the person is a handicapper as described in the act or unless the person is parking the vehicle for the benefit of a handicapper. A certificate of identification issued under section 675(5) of the Uniform Traffic Code Act, to a handicapper shall be displayed on the lower left corner of the front windshield. A special registration plate issued under section 803d of the act to a handicapper shall be displayed on the vehicle.
- (t) Within 500 feet of a fire at which fire apparatus are in attendance. Volunteer firefighters, responding to the fire, may park within 500 feet in a manner that does not interfere with fire apparatus at the scene. Vehicles legally parked before the fire shall be exempt from this subdivision.

(2) A person who violates this section is responsible for a civil infraction.

State law reference—Similar provisions, MCL 257.674.

* *Sec. 8.14 Parking for certain purposes prohibited; violation as civil infraction.*

(1) A person shall not park on any street for the principal purpose of doing any of the following:

- (a) Displaying such vehicle for sale.
- (b) Greasing, or repairing such vehicle, except for repairs necessitated by an emergency.
- (c) Displaying advertising.

- (d) Selling merchandise from such vehicle except in a duly established market place or when so authorized or licensed under the ordinances of the Village of Dexter.
- (e) Storage for more than 48 continuous hours.
- (2) A person who violates this section is responsible for a civil infraction.

** Sec. 8.15 Standing or parking on 1-way roadways prohibited; exception; violation a civil infraction.*

(1) If a street includes two or more separate roadways and traffic is restricted to one direction on such roadway, a person shall not stand or park a vehicle on the left-hand side of such one-way roadway, unless signs are erected to permit such standing or parking.

(2) A person who violates this section is responsible for a civil infraction.

** Sec. 8.21(a) Limited parking zones; violation as civil infraction.*

(1) When a sign limiting the time for parking is erected adjacent to or within a zone marked for parking, such space or spaces shall be a limited parking zone, and a person shall not stop a vehicle in any such zone for a period of time longer than that designated on the sign.

(2) A person who violates this section is responsible for a civil infraction.

** Sec. 8.23 Evidentiary presumption relating to parking violators.*

In any proceeding for violation of this ordinance relating to the standing or parking of a vehicle proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle, shall constitute in evidence a presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which such violation occurred.

** Sec. 8.25. Parking on lawn extension.*

No person shall drive upon, park or stand any vehicle between the curb and the lot line nearest the street, such area being commonly known as the lawn extension. This only applies to areas where curbs are in place.

** Sec. 8.26. Restricted hours.*

(1) It shall be unlawful for any person to park or stand any motor vehicle upon the curbed public street of the Village of Dexter between the hours of 2:00 a.m. and 6:00 a.m., nightly.

(2) Exemptions. An exemption may be obtained for special circumstances, issued by the chief of police. Permit shall be in writing and shall be prominently displayed on the front windshield of the vehicle. Permit shall be issued for a specified period of time not to exceed 90 days.

** Sec. 8.27. Parking in setback area.*

No person shall park a motor vehicle in the area between the lot line and the front yard setback line, except on the driveway, in a structure or within an approved parking space or lot.

When the lot is a corner lot, no person shall park a motor vehicle between the lot lines and the set back lines of either street. This law is not intended to preclude persons from legally parking vehicles on the lawn extensions of street where there are no curbs.

* *Sec. 8.28. Residential zones, parking of commercial vehicles within.*

Parking of motor vehicles, in residential zones, shall be limited to passenger vehicles, and not more than one commercial vehicle of the light delivery type, not to exceed three-fourths ton shall be permitted per dwelling unit. The parking of any other type of vehicle, or bus, except for those parked on school or church property, is prohibited in a residential zone.

* *Sec. 8.29. Truck or bus on residential street, restricted hours.*

It is unlawful to park or stand any truck or bus, except those actively providing a service, on any residential street between the hours of 8:00 p.m. and 8:00 a.m. For the purposes of this section, the term "residential street" shall mean the portions of any street which is adjacent to land which is zoned as residential. For the purposes of this section, the term "truck or bus" shall mean any vehicle which is licensed for an empty weight of more than 5,500 pounds or exceeds 22 feet in length.

Sec. 9.3. Penalties: civil infractions and misdemeanors.

(1) *Civil infraction:* A violation of this code or rules substantially corresponding to the act that is designated a civil infraction is not a crime and shall not be punishable by imprisonment or a penal fine. A civil infraction shall not be considered a lesser included offense of any criminal offense. If a person is determined responsible or responsible "with explanation" for a civil infraction, the judge, referee or district court magistrate may order such a person to pay a civil fine of not more than \$100.00 along with costs which may include all expenses, direct and indirect, to which this village has been put in connection with the civil infraction up to the entry of judgment. Except in a civil infraction for a parking violation, costs of not less than \$5.00 shall be ordered; in no case, however, shall costs be ordered in excess of \$100.00.

(2) *Misdemeanor:* A violation of any provision of this code which constitutes a misdemeanor and for which no other penalty is prescribed by this code, shall be punishable by a fine of not more than \$100.00, or by imprisonment for not more than 90 days, or by both such fine and imprisonment, together with the costs of prosecution.

State law reference—Similar provisions, MCL 257.910.

Sec. 9.6 Conviction based on plea of nolo contendere; treatment.

A conviction based on a plea of nolo contendere shall be treated in the same manner as a conviction based on a plea of guilty.

(Ord. eff. 11-22-1983(1), § 20.009; amend 10-22-1984; Ord. No. 90-2603001, eff. 4-25-1990; Ord. No. 93-0913-002, § 2, eff. 10-2-1993; Ord. No. 93-052401, § 1, eff. 5-24-1993; Ord. eff. 6-12-1995, §§ B, C, E)

Secs. 54-35—54-60. Reserved.

April 20, 2011



Village of Dexter
8140 Main Street
Dexter, MI 48130

Attn: Donna Dettling
Village Manager

Re: Sanitary Sewer Cleaning and Televising

Dear Ms. Dettling:

The Village has recognized that it is good practice to clean and inspect their sanitary sewer as part of their routine operations and maintenance of the sanitary sewer system. Routine cleaning allows for the sanitary sewers to function properly, helps to prevent future sewage backups, and the inspection identifies potential problems within the system.

In addition, the results of the inspection, if completed per PACP requirements, may find deficiencies that are eligible for SRF Funding. The desire is to try and complete the work in time for consideration in the on-going work towards a FY 2012 SRF Project Plan. It is possible that the inspection work may be eligible for the expected S2 Grant Program due out later this year.

With this in mind, the Village Staff has identified sanitary sewer recommended to be cleaned and televised this spring. The focus of the work has been, and continues to be, within the "Old Village" area of the Village of Dexter, since this is the oldest sewer in the Village. The attached schematic shows approximately 20,150 ft of sanitary sewer that is proposed for cleaning and televising this spring. This takes into account the lining that has been done over the last few years, both as part of the Sewer Rehabilitation project in 2009 and on separate occasions when individual sewers were lined. In addition, these include sewers that were not fully televised during the sewer televising work that was completed in 2006.

To complete the cleaning and televising work, quotes were received from three contractors with prices to clean and televise sanitary sewer ranging from \$2.50 per foot to \$1.25 per foot. The lowest quote of \$1.25 per foot was received from Metro Sewer Cleaners of Walled Lake, Michigan. In addition, should obstructions in the pipe be encountered, a quote was received from Metro Sewer Cleaners to remove the obstructions, whether a protruding sewer service or a root ball. The cost provided was \$225/hr. Typically, it will take approximately 1 hr to 1.5 hrs to remove the obstruction; however, each situation will be unique.

Finally, we understand that the Village may request assistance from OHM to help administer the contract, depending on the availability of Village staff. OHM is available to provide these services on an hourly basis. We would expect to assist with:

1. Directing contractor activities and locating manholes
2. Observation of contractor activities
3. Quality assurance of contractor's cleaning and inspection work
4. Coordination of proper traffic control and public notification
5. Addressing and resolving any resident concerns

6. Review and recommendation of payment

Metro Sewer Cleaners has indicated that they would be able to clean and televise approximately 2,000 ft of sewer per day. Assuming a few extra days are spent on any obstructions, they expect to be on-site for ten to thirteen days.

Based on the quotes received, the following table provides a breakdown of the costs to clean and televise 20,150 ft of sanitary sewer. Note that the "Removal of Obstructions" line item assumes that 1 in 3 pipes (22 pipes) will have an obstruction that needs to be removed, and the price for each removal is \$337.50 per obstruction (1.5 hrs x \$225/hr).

<u>Item</u>	<u>Price</u>
Cleaning and Televising 20,150 ft	\$25,187.50
Removal of Obstructions	\$ 7,425.00
OHM Oversight (twelve 8-hr days)	\$ 9,888.00
<i>TOTAL</i>	<i>\$42,500.50</i>

Therefore, if it is a priority for the Village to continue with the maintenance of their sanitary sewer system and include potential sewer work as part of the SRF project plan, it is recommended that the Village proceed with the sanitary sewer cleaning and televising work in an amount not to exceed \$43,000.00.

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,

ORCHARD, HILTZ & McCLIMENT, INC.

Christine AC Phillips

Christine Phillips, PE
Project Engineer

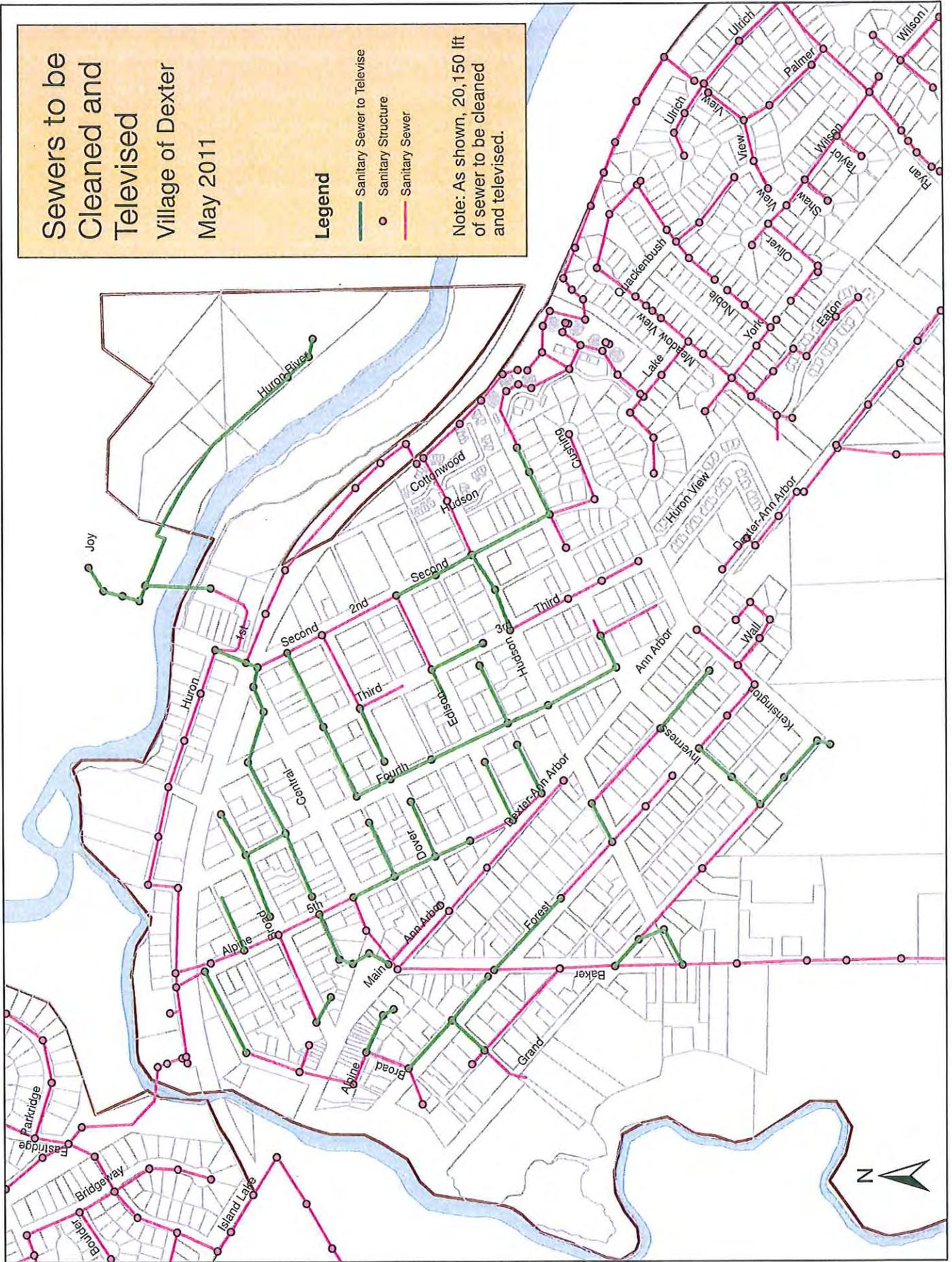
cc: Dan Schlaff, Village of Dexter Utilities
John Schumacher, PO Box 725, Walled Lake, MI 48390
Chris Donajkowski, OHM

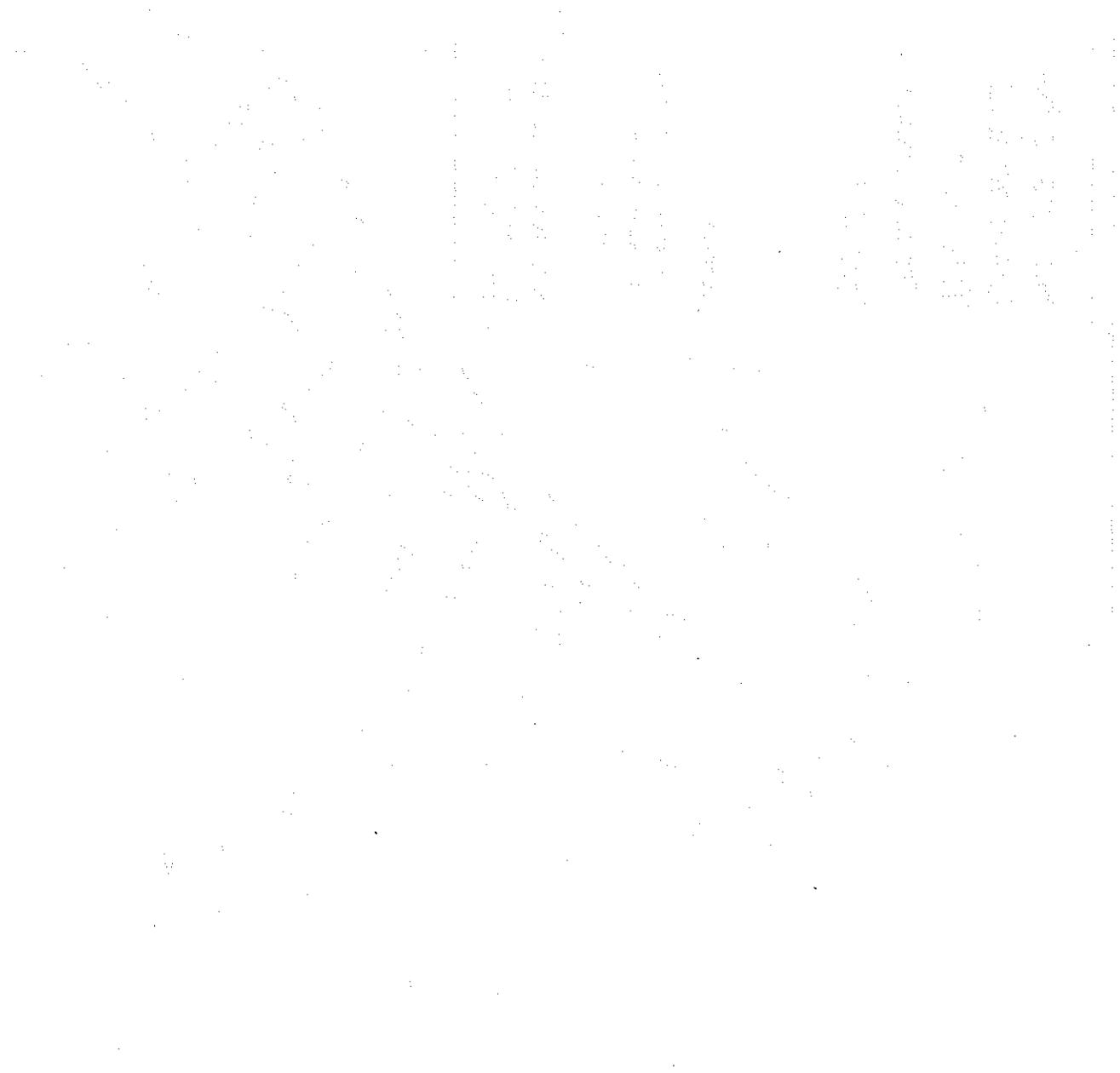
**Sewers to be
Cleaned and
Televised**
Village of Dexter
May 2011

Legend

- Sanitary Sewer to Televise
- Sanitary Sewer
- Sanitary Structure

Note: As shown, 20, 150 ft of sewer to be cleaned and televised.





Village President Report

Hello Residents and Fellow Council Members,

Here is a summary of my activity since my last report and some of my future planned activities:

Activities Since my Last Report

Regional Fire Update – In preparation for the April 20th Regional Fire Department meeting, I worked on the draft transition plan for discussion at the meeting.

Future Activities

April 20, 2011 – MERS Meeting with Donna Dettling and Courtney Nicholls

April 20, 2011 - Regional Fire Department Meeting

April 20, 2011 – Village Manager Review (Closed Session with Council)

April 21, 2011 – Downtown Development Authority Meeting

April 25, 2011 – Village Council Meeting

April 27, 2011 – Old DAPCO Property Redevelopment Team meeting

May 4, 2011 – 1st Council Workshop to review the draft budget for Fiscal Year 2011-2012 which begins July 1, 2011.

May 9, 2011 – Village Council Meeting

Please let me know if you have any questions. I hope to see you around our town.

Shawn Keough

Village President

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

10/10/2019 10:10:10 AM

10

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10/10/2019 10:10:10 AM

10/10/2019 10:10:10 AM

VENDOR APPROVAL SUMMARY REPORT

Date: 04/21/2011

Time: 11:41am

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Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CHEMICALS	2,974.50	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	OFFICE	17.25	0.00
BELL EQUIPMENT COMPANY	BELL EQUIP	MAINTENANCE	54.36	0.00
ALLISON BISHOP	BISHOP	PERMIT, EASTER,MILEAGE	736.34	0.00
BLUE CARE NETWORK OF MICHIGAN	BLUE CARE	PERIOD 05/1-05/31/11	17,172.73	0.00
BOULLION SALES	BOULLION	MAINTENANCE	123.49	0.00
COMCAST	COMCAST	DPW	143.95	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	WWTP	913.36	0.00
COURTNEY NICHOLLS	COUR		121.09	0.00
DEXTER MILL	DEX MILL	MISC	50.85	0.00
DTE ENERGY	DET EDISON	MARCH USAGE	11,882.89	0.00
DTE ENERGY-STREET LIGHTING	DTE ENERGY	APRIL USAGE	5,763.92	0.00
DYKEMA GOSSETT PLLC	DYKEMA	LEGAL SERVICES	2,589.00	0.00
GERRY'S TIRE & ALIGNMENT	GERRY'S	ALIGNMENT	94.92	0.00
JJR,LLC	JJR,LLC	81578	9,710.75	0.00
LINCOLN FINANCIAL	LINCOLN FI	05/1/2011-05/31/2011	421.04	0.00
METRO ENVIROMENTAL SERVICES	METRO ENVI	JET SERVICE	1,546.25	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	03/7-04/6/11	299.48	0.00
NORTHERN SAFETY CO INC	NORTHERN	WWTP	659.00	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	APRIL INVOICES	27,432.25	0.00
QUALITY ASSURANCE SERVICE	QUA ASSU	ANNUAL SERVICE	144.00	0.00
S.F. STRONG	SF STRONG	WWTP	107.75	0.00
SIGNS IN 1 DAY	SIGNS	EASTER HUNT	175.00	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	OFFICE SUPPLIES	138.65	0.00
TETRA TECH	TETRA TECH	FINAL PAYMENT	9,860.00	0.00
UNIQUE PAVING MATERIALS	UN	BULK #2 WINTER	268.85	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	LAW ENFORCEMENT	1,847.68	0.00
WATERSOLVE	WATERSOLVE	SOLVE 137	1,794.00	0.00
Grand Total:			97,043.35	0.00

INVOICE APPROVAL LIST BY FUND

Date: 04/21/2011
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Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Village Council						
101-101.000-956.000	Council Di	COURTNEY NICHOLLS	0		04/21/2011	69.42
						69.42
Total Village Council						69.42
Dept: Village Manager						
101-172.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN PERIOD 05/1-05/31/11	0	04/18/11	04/18/2011	1,939.42
101-172.000-722.000	Life & Dis	LINCOLN FINANCIAL 05/1/2011-05/31/2011	0	04/18/11	04/18/2011	117.47
101-172.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE OFFICE SUPPLIES	0		04/18/2011	57.87
101-172.000-955.000	Miscellaneous	COURTNEY NICHOLLS	0		04/21/2011	51.67
						2,166.43
Total Village Manager						2,166.43
Dept: Attorney						
101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC LEGAL SERVICES	0	1380993	04/18/2011	2,589.00
						2,589.00
Total Attorney						2,589.00
Dept: Village Treasurer						
101-253.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN PERIOD 05/1-05/31/11	0	04/18/11	04/18/2011	1,404.63
101-253.000-722.000	Life & Dis	LINCOLN FINANCIAL 05/1/2011-05/31/2011	0	04/18/11	04/18/2011	34.81
						1,439.44
Total Village Treasurer						1,439.44
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO. INC OFFICE	0	1258388	04/18/2011	17.25
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE OFFICE SUPPLIES	0		04/18/2011	80.78
101-265.000-920.000	Utilities	DTE ENERGY MARCH USAGE	0	04/18/11	04/18/2011	965.15
101-265.000-920.001	Telephones	NEXTEL COMMUNICATIONS 03/7-04/6/11	0	04/18/11	04/18/2011	24.96
						1,088.14
Total Buildings & Grounds						1,088.14
Dept: Law Enforcement						
101-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER LAW ENFORCEMENT	0	19926	04/18/2011	1,847.68
101-301.000-920.000	Utilities	DTE ENERGY MARCH USAGE	0	04/18/11	04/18/2011	324.40
						2,172.08
Total Law Enforcement						2,172.08
Dept: Fire Department						
101-336.000-920.000	Utilities	DTE ENERGY MARCH USAGE	0	04/18/11	04/18/2011	324.40
						324.40
Total Fire Department						324.40
Dept: Planning Department						
101-400.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN PERIOD 05/1-05/31/11	0	04/18/11	04/18/2011	1,404.63
101-400.000-722.000	Life & Dis	LINCOLN FINANCIAL 05/1/2011-05/31/2011	0	04/18/11	04/18/2011	33.14
101-400.000-861.000	Travel & M	ALLISON BISHOP PERMIT, EASTER, MILEAGE	0	04/18/11	04/18/2011	35.00
						1,472.77
Total Planning Department						1,472.77
Dept: Department of Public Works						
101-441.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN PERIOD 05/1-05/31/11	0	04/18/11	04/18/2011	1,306.31
101-441.000-722.000	Life & Dis	LINCOLN FINANCIAL 05/1/2011-05/31/2011	0	04/18/11	04/18/2011	35.68
101-441.000-803.000	Contracted	TETRA TECH FINAL PAYMENT	0	50442159	04/18/2011	1,193.00
101-441.000-920.000	Utilities	COMCAST DPW	0	04/18/11	04/18/2011	143.95
101-441.000-920.000	Utilities	DTE ENERGY MARCH USAGE	0	04/18/11	04/18/2011	162.20

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Abbrev	Invoice Description	Number	Number	Date		
Fund: General Fund							
Dept: Department of Public Works							
101-441.000-920.000	Utilities	DTE ENERGY MARCH USAGE	0	04/18/11	04/18/2011		2,326.20
101-441.000-920.001	Telephones	NEXTEL COMMUNICATIONS 03/7-04/6/11	0	04/18/11	04/18/2011		124.78
101-441.000-935.000	Bldg Maint	DEXTER MILL MISC	0	8604	04/18/2011		50.85
101-441.000-937.000	Equip Main	BOULLION SALES MAINTENANCE	0	199641	04/18/2011		123.49
101-441.000-937.000	Equip Main	BELL EQUIPMENT COMPANY MAINTENANCE	0	0076261	04/18/2011		54.36
101-441.000-937.000	Equip Main	GERRY'S TIRE & ALIGNMENT ALIGNMENT	0	12523	04/18/2011		94.92
Total Department of Public Works							5,615.74
Dept: Downtown Public Works							
101-442.000-920.000	Utilities	DTE ENERGY MARCH USAGE	0	04/18/11	04/18/2011		296.54
Total Downtown Public Works							296.54
Dept: Engineering							
101-447.000-830.000	Engineerin	ORCHARD, HILTZ & MCCLIMENT INC APRIL INVOICES	0	04/18/11	04/18/2011		608.50
Total Engineering							608.50
Dept: Municipal Street Lights							
101-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING APRIL USAGE	0	04/19/11	04/19/2011		5,763.92
Total Municipal Street Lights							5,763.92
Dept: Parks & Recreation							
101-751.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN PERIOD 05/1-05/31/11	0	04/18/11	04/18/2011		210.69
101-751.000-722.000	Life & Dis	LINCOLN FINANCIAL 05/1/2011-05/31/2011	0	04/18/11	04/18/2011		5.76
101-751.000-901.000	Printing &	SIGNS IN 1 DAY EASTER HUNT	0	20643	04/18/2011		175.00
101-751.000-977.000	Equipment	ALLISON BISHOP PERMIT, EASTER, MILEAGE	0	04/18/11	04/18/2011		74.20
101-751.000-977.000	Equipment	ALLISON BISHOP PERMIT, EASTER, MILEAGE	0	04/18/11	04/18/2011		20.14
Total Parks & Recreation							485.79
Dept: Insurance & Bonds							
101-851.000-721.001	Retiree He	BLUE CARE NETWORK OF MICHIGAN PERIOD 05/1-05/31/11	0	04/18/11	04/18/2011		3,996.27
Total Insurance & Bonds							3,996.27
Dept: Capital Improvements							
101-901.000-970.000	Capital Im	ALLISON BISHOP PERMIT, EASTER, MILEAGE	0	04/18/11	04/18/2011		64.00
101-901.000-970.000	Capital Im	JJR, LLC MILL CR PARK	0	81580	04/18/2011		2,545.75
Total Capital Improvements							2,609.75
Fund Total							30,698.19
Fund: Major Streets Fund							
Dept: Administration							
202-248.000-803.000	Contracted	TETRA TECH FINAL PAYMENT	0	50442159	04/18/2011		1,923.00
Total Administration							1,923.00
Dept: Contracted Road Construction							
202-451.000-803.000	Contracted	NORTHERN SAFETY CO INC WWTP	0	04/18/11	04/18/2011		659.00
Total Contracted Road Construction							659.00
Dept: Routine Maintenance							
202-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN PERIOD 05/1-05/31/11	0	04/18/11	04/18/2011		1,095.61

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount	
			Abbrev	Invoice Description	Number	Number	Date		
Fund: Major Streets Fund									
Dept: Routine Maintenance									
		202-463.000-722.000	Life & Dis	LINCOLN FINANCIAL 05/1/2011-05/31/2011	0	04/18/11	04/18/2011	29.93	
		202-463.000-802.000	Profession	ORCHARD, HILTZ & MCCLIMENT INC APRIL INVOICES	0	04/18/11	04/18/2011	290.00	
								Total Routine Maintenance	1,415.54
Dept: Traffic Services									
		202-474.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN PERIOD 05/1-05/31/11	0	04/18/11	04/18/2011	337.11	
		202-474.000-722.000	Life & Dis	LINCOLN FINANCIAL 05/1/2011-05/31/2011	0	04/18/11	04/18/2011	9.21	
								Total Traffic Services	346.32
Dept: Winter Maintenance									
		202-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN PERIOD 05/1-05/31/11	0	04/18/11	04/18/2011	674.22	
		202-478.000-722.000	Life & Dis	LINCOLN FINANCIAL 05/1/2011-05/31/2011	0	04/18/11	04/18/2011	18.42	
								Total Winter Maintenance	692.64
								Fund Total	5,036.50
Fund: Local Streets Fund									
Dept: Administration									
		203-248.000-803.000	Contracted	TETRA TECH FINAL PAYMENT	0	50442159	04/18/2011	1,657.00	
								Total Administration	1,657.00
Dept: Routine Maintenance									
		203-463.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN PERIOD 05/1-05/31/11	0	04/18/11	04/18/2011	337.11	
		203-463.000-722.000	Life & Dis	LINCOLN FINANCIAL 05/1/2011-05/31/2011	0	04/18/11	04/18/2011	9.21	
		203-463.000-740.000	Operating	UNIQUE PAVING MATERIALS BULK #2 WINTER	0	212224	04/18/2011	268.85	
								Total Routine Maintenance	615.17
Dept: Traffic Services									
		203-474.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN PERIOD 05/1-05/31/11	0	04/18/11	04/18/2011	84.28	
		203-474.000-722.000	Life & Dis	LINCOLN FINANCIAL 05/1/2011-05/31/2011	0	04/18/11	04/18/2011	2.30	
								Total Traffic Services	86.58
Dept: Winter Maintenance									
		203-478.000-721.000	Health & L	BLUE CARE NETWORK OF MICHIGAN PERIOD 05/1-05/31/11	0	04/18/11	04/18/2011	168.56	
		203-478.000-722.000	Life & Dis	LINCOLN FINANCIAL 05/1/2011-05/31/2011	0	04/18/11	04/18/2011	4.60	
								Total Winter Maintenance	173.16
								Fund Total	2,531.91
Fund: DWRP Project Fund									
Dept: Capital Improvements									
		404-901.000-830.000	Engineerin	ORCHARD, HILTZ & MCCLIMENT INC APRIL INVOICES	0	04/18/11	04/18/2011	1,126.00	
								Total Capital Improvements	1,126.00
Dept: Water Project Phase 2									
		404-906.000-830.000	Engineerin	ORCHARD, HILTZ & MCCLIMENT INC APRIL INVOICES	0	04/18/11	04/18/2011	9,099.50	
								Total Water Project Phase 2	9,099.50
								Fund Total	10,225.50

Fund: Mill Creek Park Project Fund
 Dept: Capital Improvements

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: Mill Creek Park Project Fund							
Dept: Capital Improvements							
405-901.000-830.000	Engineerin		ALLISON BISHOP	0		04/18/2011	543.00
			PERMIT, EASTER, MILEAGE		04/18/11		
405-901.000-830.000	Engineerin		JJR, LLC	0		04/18/2011	7,165.00
			81578		81578		

					Total Capital Improvements		7,708.00

					Fund Total		7,708.00
Fund: Sewer Enterprise Fund							
Dept: Administration							
590-248.000-803.000	Contracted		TETRA TECH	0		04/18/2011	3,182.00
			FINAL PAYMENT		50442159		

					Total Administration		3,182.00
Dept: Sewer Utilities Department							
590-548.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		04/18/2011	3,371.11
			PERIOD 05/1-05/31/11		04/18/11		
590-548.000-722.000	Life & Dis		LINCOLN FINANCIAL	0		04/18/2011	72.31
			05/1/2011-05/31/2011		04/18/11		
590-548.000-742.000	Chem Plant		ALEXANDER CHEMICAL CORPORATION	0		04/18/2011	635.00
			CHEMICALS		0445854		
590-548.000-742.000	Chem Plant		ALEXANDER CHEMICAL CORPORATION	0		04/18/2011	555.00
			CHEMICALS		0451407		
590-548.000-742.000	Chem Plant		ALEXANDER CHEMICAL CORPORATION	0		04/18/2011	1,134.50
			CHEMICALS		0451409		
590-548.000-742.000	Chem Plant		ALEXANDER CHEMICAL CORPORATION	0		04/18/2011	650.00
			CHEMICALS		0450945		
590-548.000-751.000	Gasoline &		CORRIGAN OIL COMPANY	0		04/18/2011	913.36
			WWTP		04/18/11		
590-548.000-802.000	Profession		METRO ENVIRONMENTAL SERVICES	0		04/18/2011	1,546.25
			JET SERVICE		43612		
590-548.000-802.000	Profession		ORCHARD, HILTZ & MCCLIMENT INC	0		04/18/2011	317.50
			APRIL INVOICES		04/18/11		
590-548.000-803.003	Sludge hau		WATERSOLVE	0		04/18/2011	1,794.00
			SOLVE 137		3520		
590-548.000-824.000	Testing &		QUALITY ASSURANCE SERVICE	0		04/18/2011	144.00
			ANNUAL SERVICE		4011103		
590-548.000-920.000	Utilities		DTE ENERGY	0		04/18/2011	5,475.00
			MARCH USAGE		04/18/11		
590-548.000-920.001	Telephones		NEXTEL COMMUNICATIONS	0		04/18/2011	74.87
			03/7-04/6/11		04/18/11		
590-548.000-935.000	Bldg Maint		S.F. STRONG	0		04/18/2011	107.75
			WWTP		423284		

					Total Sewer Utilities Department		16,790.65
Dept: Capital Improvements							
590-901.000-974.000	CIP Capita		ORCHARD, HILTZ & MCCLIMENT INC	0		04/18/2011	9,790.25
			APRIL INVOICES		04/18/11		

					Total Capital Improvements		9,790.25

					Fund Total		29,762.90
Fund: Water Enterprise Fund							
Dept: Administration							
591-248.000-803.000	Contracted		TETRA TECH	0		04/18/2011	1,905.00
			FINAL PAYMENT		50442159		

					Total Administration		1,905.00
Dept: Water Utilities Department							
591-556.000-721.000	Health & L		BLUE CARE NETWORK OF MICHIGAN	0		04/18/2011	842.78
			PERIOD 05/1-05/31/11		04/18/11		
591-556.000-722.000	Life & Dis		LINCOLN FINANCIAL	0		04/18/2011	48.20
			05/1/2011-05/31/2011		04/18/11		
591-556.000-802.000	Profession		ORCHARD, HILTZ & MCCLIMENT INC	0		04/18/2011	420.00
			APRIL INVOICES		04/18/11		
591-556.000-920.000	Utilities		DTE ENERGY	0		04/18/2011	2,009.00
			MARCH USAGE		04/18/11		
591-556.000-920.001	Telephones		NEXTEL COMMUNICATIONS	0		04/18/2011	74.87
			03/7-04/6/11		04/18/11		

INVOICE APPROVAL LIST BY FUND

Date: 04/21/2011
 Time: 11:41am
 Page: 5

Village of Dexter

Fund						
Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Water Enterprise Fund						
Dept: Water Utilities Department						
Total Water Utilities Department						3,394.85
Dept: Capital Improvements 591-901.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC APRIL INVOICES	0	04/18/11	04/18/2011	2,555.00
Total Capital Improvements						2,555.00
Fund Total						7,854.85
Fund: Trust & Agency Fund						
Dept: Assets, Liabilities & Revenue						
701-000.000-253.053	Cedars of	ORCHARD, HILTZ & MCCLIMENT INC APRIL INVOICES	0	04/18/11	04/18/2011	201.25
701-000.000-253.058	Washtenaw	ORCHARD, HILTZ & MCCLIMENT INC APRIL INVOICES	0	04/18/11	04/18/2011	850.00
701-000.000-253.059	LaFontaine	ORCHARD, HILTZ & MCCLIMENT INC APRIL INVOICES	0	04/18/11	04/18/2011	2,174.25
Total Assets, Liabilities & Revenue						3,225.50
Fund Total						3,225.50
Grand Total						97,043.35



VILLAGE OF DEXTER-PARKS COMMISSION

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

Date Received: _____

Receipt #: _____

APPLICATION AND RELEASE OF LIABILITY WAIVER
FOR PARK/FACILITY USE
and/or
ROAD CLOSURE

EVENT: Memorial Day Parade

EVENT DATE: May 30, 2011

Applicant/Sponsoring Party Village of Dexter

Phone/Email 734426 8303

Primary Contact Donna DeHelling

Phone/Email 734426 8303

Secondary Contact _____

Phone/Email _____

Address (City, State, Zip) 8140 Main Dexter 48130

Event Description: Parade at 10:00 a.m.

TYPE OF EVENT (Check all that apply)

- Park Use Facility Use: List the Facility _____
- Road Closure: List Event Parade (Village Council Approval Required) DATE APPROVED _____
- Fire/Open Burning (DAFD Approval Required) DATE APPROVED _____

FEES

Residents – \$25/4 hours
 Non Village Residents -\$150/4 hours, \$50 each additional hour
 Chamber, Non-profits (501(C)3), Community Events exempt from fee

\$200 Damage Deposit Required for ALL users and due one week prior to event. The deposit will be returned upon inspection of the facilities the following workday.

THE FOLLOWING ACTIVITIES REQUIRE A PERMIT (Check all that apply)

- Road Closure – additional requirements apply.
- Hold a parade – additional requirements apply.
- Conduct exhibitions, erect any building or structure, sell or giveaway any food, drink, or other upon or across park lands.
- Display, or offer for sale, any article in any park or recreation area.
- Hold assembly involving 30 participants or more (exempts classroom activities).
- Distribute, deliver or place any bill, billboard, placard, banner, circular, or other advertisement – additional requirements apply.
- Furnish and/or consume any beer, wine, or other alcoholic beverage within the boundaries of any park or recreation area – additional requirements apply.
- Fire Pit or other open burning activities.

INSTRUCTIONS AND REQUIREMENTS FOR APPLICATION

1. Application must be filed, and complete, at least 3 weeks prior to scheduled event (includes administrative approval).
2. Village Services - Provide information on the requested village services, i.e. barricades, detour signs, etc.

3. Road Closure Applications - A complete diagram/map/routes for events and road closures must include distances, schedule, etc. Sheriff's Dept. and Fire Dept. approvals are required for road closures. Contracts and authorizations will be required prior to permit approval. This can take up to 3 weeks, please plan accordingly. Upon approval by both departments obtain signatures below. Road Closures require that the applicant notify all residents/businesses affected by the closure. Notification must be completed a minimum of 2 weeks prior to the event. Please indicate on the permit the date in which notification will be completed.

DATE COMPLETED: _____

- a. Contact the Washtenaw County Sheriff Department substation-Dexter (734) 426-0228- to arrange contracted officers for events requiring road closures. Provide copy of agreement/contract with WCSD.
- b. Contact the Dexter Area Fire Department (734) 426-4500 to arrange contracted services or to provide information for event requiring road closures. Provide copy of agreement/contract with the DAFD.

DAFD Signature	Date	WCSD Signature	Date
----------------	------	----------------	------

- c. Provide the Village with a road closure sign plan indicating where road closure signs are required. The Village of Dexter has limited road closure signage therefore additional contracts may be required. Contact POCO-734-397-1677; or Spartan- 313-292-2488, if applicable.
- d. The Washtenaw County Road Commission (734) 761-1500 may require additional Road Closure permits for events within their jurisdiction. Contact the Village for more information on jurisdiction.

4. Insurance –

- a. Personal Events (weddings, birthday parties, etc.) - The following insurance coverage's are required:
 - i. Home Owners Policy coverage certificate must be provided to show host coverage for offsite events.
 - (b)** Private and/or Nonprofit Group Sponsored Event - All events require general liability insurance in the amount of \$1,000,000 naming the Village of Dexter, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers. -village has insurance through m.n.e.m.a
 - c. Alcohol - Events that sell alcohol require a permit from the Michigan Liquor Control Commission. As underlined above the Village must be named as an additionally insured on the Liquor Liability insurance. Alcohol sales must be separate and fenced from the rest of the event. Private/Host events that serve alcohol require a Home Owners Policy with \$1,000,000 worth of coverage for Host Liquor. Single day coverage may be necessary for special events. Copies of coverage certificates are required prior to issuance of permit.

5. Hold Harmless/Indemnification Waiver (below) must be signed and dated by the sponsoring party and/or representative.
6. Signage – On site and off site signage is permitted with approval. See *Temporary Sign Permit*.
7. Loading and Unloading - NOT permitted within parks unless permission is specifically granted. If loading and unloading is required temporary road closures may be arranged.
8. Waste Management – Upon completion of the event, the sponsors are responsible for removal of all equipment brought to the site, and for returning the site to the same condition as prior to the event. Arrangements should be made with Waste Management for trash disposal: (800) 971-7490.
9. Publication Methods – Please circle all that apply: (Village event calendar, village newsletter, Dexter Leader, Chamber Newsletter, Flyers, Brochures, Banners, Others _____)

TERMS OF USE

As a representative for and on behalf of the Sponsoring Party, the applicant acknowledges the following:

1. Completed application, rental fees and damage deposits, must be paid in full before the permit is granted.

2. If the Sponsoring Party is authorized to use a park gazebo or other designated facility or space, expect to have exclusive use of that gazebo, facility or designated space for the period defined in this permit.
3. The park, in which the authorized activity will be located, will continue to be open for use by the public during the period of the authorized activity and the authorized activity or use of the park will not unreasonably interfere with or detract from the general public's enjoyment of the park during the authorized hours of the event.
4. The authorized activity or use will not unreasonably interfere with the promotion of public health, welfare, safety and recreation consistent with Dexter's mission.
5. The authorized activity or use will not include or cause violence, crime or disorderly conduct on the part of any individual participating in the authorized event, activity, or use.
6. Village of Dexter parks and park facilities are valuable community assets and, as such, are to be treated with respect and care including, but not limited to, all structures, lighting, benches, and related physical assets. No modifications (use of nails, tape, etc.) are to be made to any park, park asset, including gazebos, light poles, etc. without the express written consent of the Village of Dexter. All natural areas, trees, boulders, and other landscaping, and memorials are to be protected from damage and not subject to wear and tear from either human or animal activity.
7. A \$200 damage deposit will be required for ALL events. The deposit will be returned upon inspection of the facilities the following workday.
8. The Sponsoring Party agrees that all site clean-up is the responsibility of the Sponsoring Party and not the Village of Dexter.
9. To the best of the Sponsoring Party's ability, the authorized activity will not require or cause unanticipated or unauthorized expense by the Village of Dexter, its departments, units or services, or its community police operations. The Village of Dexter and/or its community police operation reserve the right to invoice the Sponsoring Party for additional costs incurred as a result of the authorized use specified in this application. It will be the responsibility of the Sponsoring Party to pay such costs. Such costs may be related but not limited to police services, damage to facilities, landscaping, sidewalks, grass, or other park assets, or post-activity area or facility clean-up.
10. The Sponsoring Party must provide a copy of the permit, if requested, at the event.

HOLD HARMLESS AGREEMENT

N/A

To the fullest extent permitted by law, _____, the Sponsoring Party, agrees to defend, pay in behalf of, indemnify, and hold harmless the Village of Dexter, its elected and appointed officials, employees and volunteers and others working in behalf of the Village of Dexter against any and all claims, demands, suits, or loss, including all costs 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, volunteer or others working in 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 is in any way connected or associated with this contract.

Date _____ Signed _____

FOR OFFICE USE ONLY

Approved/Denied on _____ By: _____
 Title: _____

Approval Granted with the following conditions:

<input type="checkbox"/>	Village Resident (\$25)
<input type="checkbox"/>	Non-Village Resident (\$150)
<input type="checkbox"/>	Chamber (No Fee)
<input type="checkbox"/>	\$50 Additional Fee for Special Event Road Closure
<input type="checkbox"/>	Damage Deposit (ck# _____)
POSTED: _____	
FEE: _____ REC#: _____	

Thank you for supporting the Village of Dexter and Dexter's Parks.

Please let us know how we can help by contacting the Village Offices at 734-426-8303 or by visiting our website at www.villageofdexter.org

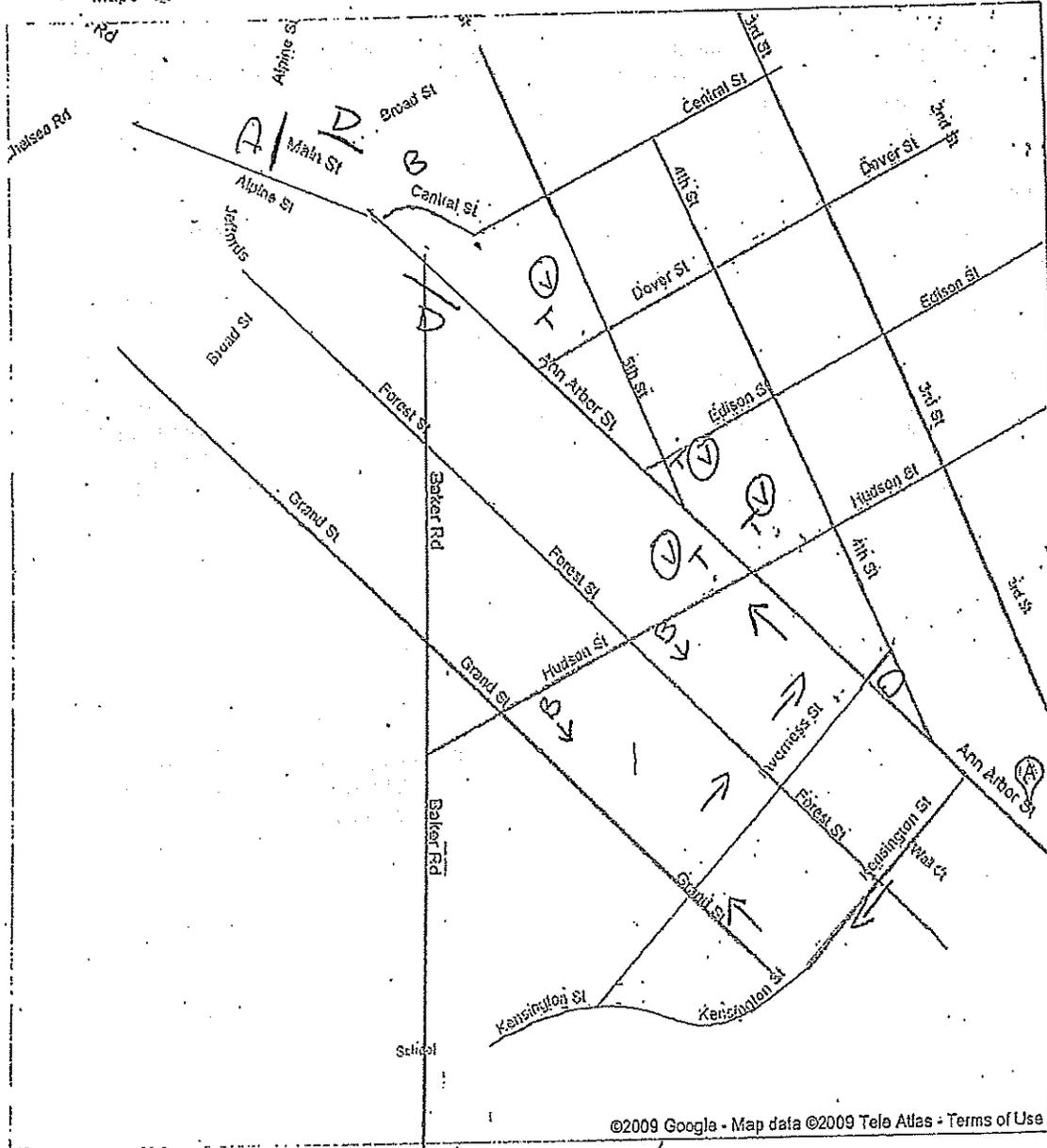
We encourage you to contact the Dexter Area Chamber of Commerce at 734-426-0887 for information on local businesses that may be able to assist in making your event a success.

10 AM PARADE

Google Maps

Address Dexter, MI

Get Google Maps on your phone
Text the word "GMAPS" to 466453



BARRICADES @ HUDSON/GRAND + INVERNESS/GRAND.
 INVERNESS
 Kensington + Dex AZ - DEPUTY
 Broad + MAIN "
 ALPINE + MAIN "
 BAKER + MAIN "

T = TAPE
 B = BARRICADE
 (V) = Volunteer
 Staging area

TABLE II
Limits of Coverage

Liability and Motor Vehicle Physical Damage	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Liability	5,000,000	N/A	N/A	N/A
2 Judicial Tenure	100,000	N/A	N/A	N/A
3 Sewage Systems Overflows	100,000	N/A	100,000	N/A
4 Volunteer Medical Payments	25,000	N/A	N/A	N/A
5 First Aid	2,000	N/A	N/A	N/A
6 Vehicle Physical Damage	1,500,000	N/A	N/A	N/A
7 Uninsured/Underinsured Motorist Coverage (per person)	100,000	N/A	N/A	N/A
Uninsured/Underinsured Motorist Coverage	250,000	N/A	N/A	N/A
8 Michigan No-Fault	Per Statute	N/A	N/A	N/A
9 Terrorism	5,000,000	N/A	N/A	5,000,000

Property and Crime	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Buildings and Personal Property	9,729,587	300,000,000	N/A	N/A
2 Personal Property in Transit	1,000,000	N/A	N/A	N/A
3 Unreported Property	5,000,000	N/A	N/A	N/A
4 Member's Newly Acquired or Constructed Property	5,000,000	N/A	N/A	N/A
5 Fine Arts	1,000,000	N/A	N/A	N/A
6 Debris Removal (25% of insured direct loss plus)	25,000	N/A	N/A	N/A
7 Money and Securities	1,000,000	N/A	N/A	N/A
8 Accounts Receivable	1,000,000	N/A	N/A	N/A
9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	0	10,000,000	N/A	N/A
10 Fire and Emergency Vehicle Rental (12 week limit)	0	N/A	N/A	N/A
11 Structures Other Than a Building	5,000,000	N/A	N/A	N/A
12 Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
13 Marine Property	250,000	N/A	N/A	N/A
14 Other Covered Property	10,000	N/A	N/A	N/A
15 Income and Extra Expense	1,000,000	N/A	N/A	N/A
16 Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
17 Earthquake	5,000,000	N/A	5,000,000	100,000,000
18 Flood	5,000,000	N/A	5,000,000	100,000,000
19 Terrorism	50,000,000	50,000,000	N/A	N/A



Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Medical Marihuana Law of 2008
Recommendation to adopt amendments to Article 2 and 3 of the Village of Dexter
Zoning Ordinance
Date: April 20, 2011

ACTION REQUESTED

Included in your packet are the proposed revisions to the Village of Dexter Zoning Ordinance based on the Michigan medical Marihuana (MMM) Law of 2008. At this time it is recommended that the Village Council consider adopting the proposed amendments to Article 2, Definitions and Article 3, General Provisions in response to the MMM Law of 2008. The recommendation is to put in place additional regulations for activities currently permitted by the MMM Law.

Article 2 – Definitions – Medical Marihuana Home Use and Medical Marihuana Home Occupation
Article 3 – General Provisions – Home Occupations and Medical Marihuana Home Occupations

BACKGROUND

Council currently has a moratorium on the use of buildings or structures in the Village of Dexter for Medical Marihuana in place until July 19, 2011.

The Village Offices receive an average of 4 phone calls a week inquiring about the status of the process.

The Village has also received phone calls about establishing Medical Marihuana Home Occupations. To date this is a permitted use following application and compliance with the current Home Occupation standards of Article 3, Section 3.05 (see below).

Per the Michigan Medical Marihuana Law of 2008 a caregiver can provide medical marihuana to up to 5 patients out of their home. A home occupation permit is required. To date the Village has received no home occupation permit requests, therefore if some do exist they will not be considered pre existing non-conforming used and would be required to meet Village standards once in place. If a permit request was made the standards in Section 3.05 would be reviewed and the permit approved if the conditions were met. The conditions are as follows:

Section 3.05

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.

- A. 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.
- B. A home occupation shall be conducted completely within the principal structure.
- C. 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.
- D. No article shall be sold or offered for sale on the premises except such as is primarily produced within the dwelling.
- E. 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.
- F. Signs not customarily found in residential areas shall be prohibited. However, one (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.
- G. 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.
- H. 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.
- I. No outdoor display or storage of materials, goods, supplies, or equipment used in the home occupation shall be permitted on the premises.
- J. 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 (unless otherwise permitted by law or Village ordinance), mortuaries, funeral homes, tea rooms (café's & coffee houses), antique shops, restaurants, private clubs, veterinary clinics, commercial kennels, vehicle repair shops, landscape installation and maintenance businesses, snow removal businesses, construction contractors, trailer rentals, and repair shops in general. Note, this list does not include every use that is prohibited as a home occupation.
- K. Bed & Breakfast operations shall be permitted in Residential Districts as regulated in Section 8.11 of this Ordinance.
- L. A permitted home occupation shall only employ the resident of the dwelling and up to a total of two additional persons. The two additional employees may be either related or unrelated to the dwelling occupants. The total number of employees associated with the home occupation may not exceed a total of three persons per residential structure.

Based on the existing DRAFT Medical Marihuana Home Occupation regulations the following highlighted requirements would be additional requirements put onto place by adopting the proposed amendments. Those covered by the state law and reiterated in the Village ordinance are not highlighted:

- 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:
- (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) Medical Marihuana Home Occupations are not permitted within 1000 feet of a public school or public library in accordance with the Drug Free School Zone Act (MCL 333.7410).
 - (3) All medical marihuana shall be contained within the main building in an enclosed, locked facility.
 - (4) 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.
 - (5) 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.
 - (6) 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.
 - (7) 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.

RECOMMENDATION

Based on the discussions with the Village Council and the Village attorney it is recommended that the proposed amendments to Article 2 and Article 3 of the Village of Dexter Zoning Ordinance be considered for approval.

Approval of the amendments puts into place additional regulations necessary to protect the public's health, safety and welfare and addresses some of the concerns that the Village has voiced on the vagueness of the Michigan Medical Marihuana Law of 2008. The regulations would also provide standards for review of Medical Marihuana Home Occupations and put regulations in place to avoid pre-existing non-conforming use claims.

The following amendments are recommended:

Article 2 – Definitions

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.

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.

At this time it is NOT recommended that the definition for Medical Marihuana Dispensary be considered given the moratorium in place and the continued review of medical marihuana dispensaries.

Article 3 – General Provisions

Section 3.05 – Home Occupations

(ONLY UNDERLINED ARE PROPOSED CHANGES IN A)

- 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 (unless otherwise permitted by law and Village ordinance), 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 (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.

(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:

(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) Medical Marihuana Home Occupations are not permitted within 1000 feet of a public school or public library in accordance with the Drug Free School Zone Act (MCL 333.7410).

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

(4) 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.

(5) 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.

(6) 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.

(7) 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.

ORDINANCE AMENDMENT REQUIREMENT

Article 23 – Ordinance Amendments

Per Section 23.07 – Criteria for Amendment to the Zoning Ordinance Text:

The Planning Commission and Village Council shall consider the following criteria to determine the appropriateness of amending the text, standards and regulations of the Zoning Ordinance.

- A. Documentation has been provided from Village Staff or the Board of Zoning Appeals indicating problems and conflicts in implementation of specific sections of the Ordinance.
- B. Reference materials, planning and zoning publications, information gained at seminars or experiences of other communities demonstrate improved techniques to deal with certain zoning issues, or that the Village's standards are outdated.
- C. The Village Attorney recommends an amendment to respond to significant case law.
- D. The amendment would promote implementation of the goals and objectives of the Village's Master Plan.
- E. Other factors deemed appropriate by the Planning Commission and Village Council.

SUGGESTED MOTIONS

Article 2

Per Section 23.06, Criteria for Amendment to the Zoning Ordinance Text and the Planning Commissions recommendation, the Village Council **approves** the proposed amendment to Article 2, Definitions for Medical Marihuana Home Occupation and Medical Marihuana Home Use based on improved techniques for dealing with the Michigan Medical Marihuana Law of 2008 and based on the recommendations from the Village attorney to respond to the Michigan medical Marihuana Law of 2008.

OR

The Village Council moves to **postpone** action on the proposed amendments to Article 2, Definitions related to the Michigan Medical Marihuana Law of 2008 until _____ (DATE) _____ to allow more time for:

1. _____
2. _____

Article 3

Per Section 23.06, Criteria for Amendment to the Zoning Ordinance Text and the Planning Commissions recommendation, the Village Council **approves** the proposed amendment to Article 3, General Provisions, Section 3.05, Home Occupations and Medical Marihuana Home Occupations based on improved techniques for dealing with the Michigan Medical Marihuana Law of 2008 and based on the recommendations from the Village attorney to respond to the Michigan medical Marihuana Law of 2008.

OR

The Village Council moves to **postpone** action on the proposed amendments to Article 3, General Provisions related to the Michigan Medical Marihuana Law of 2008 until _____ (DATE) _____ to allow more time for:

1. _____
2. _____

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

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.

Medical Marijuana Home Occupation: Means the cultivation of medical marijuana 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.

Medical Marijuana 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 marijuana for him or herself in accordance with the Michigan Medical Marijuana 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 Marijuana Act of 2008 and the MDCH Administrative Rules, as amended.

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

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.

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).

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

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.

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

Deleted: single¶ family dwelling
Deleted: State
Deleted: developed by the Michigan¶ Department of Community Health, (MDCH)
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Article III

GENERAL PROVISIONS

Deleted: (Amended June 8, 2008)

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 (unless otherwise permitted by law and Village ordinance), 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.
- (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.

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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) Medical Marihuana Home Occupations are not permitted within 1000 feet of a public school or public library in accordance with the Drug Free School Zone Act (MCL 333.7410).
- (3) All medical marihuana shall be contained within the main building in an enclosed, locked facility.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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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AGENDA 4-25-11

ITEM L-1

cnicholls@villageofdexter.org

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: April 19, 2011
Re: SRF Public Hearings

On February 14, 2011 Council approved the creation of a State Revolving Fund project plan to address sludge storage issues at the wastewater treatment plant. Prior to adopting a State Revolving Fund Project Plan a public hearing is required. The project plan is due to the State by July 1; Orchard, Hiltz, & McCliment has requested that the public hearing be set for June 13.

Staff is requesting that Council set this public hearing, so that we can move forward with required publication.

AGENDA 4-25-11

ITEM L-2

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: April 19, 2011
Re: 2011-2012 Budget Related Public Hearings

According to the budget adoption schedule set in February, we are scheduled to hold the annual public hearings for the millage rate, water/sewer/refuse rates, and the 2011-2012 budget on June 13, 2011.

Staff is requesting that Council set these public hearings, so that we can move forward with required publication.

2010-2011 Budget Amendments

General Fund 101

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
101-210.000-810.000	Attorney Fees	No	Expenditure	\$ 22,500	\$ -	\$ 7,500	\$ 30,000
Reason for Amendments Attorney Fees higher than budgeted due to medical marihuana and consultation on personnel issues.							
101-400.000-802.000	Planning - Consulting	No	Expenditure	\$ 22,000	\$ -	\$ (10,000)	\$ 12,000
Reason for Amendments Less money needed for Master Plan in this fiscal year - funds to complete the plan will be needed in 11-12							
101-442.000-704.000	Salaries - Union	No	Expenditure	\$ 21,500	\$ -	\$ 4,500	\$ 26,000
Reason for Amendments Additional time charged to this account for downtown winter maintenance, including clearing sidewalks and parking lots							
101-442.000-705.000	Salaries - Overtime	No	Expenditure	\$ 1,500	\$ -	\$ 3,000	\$ 4,500
Reason for Amendments Original budget was for Farmers Market overtime which will be \$1500. Additional time was charged to this account for overtime due to downtown winter maintenance							
101-751.000-732.000	Parks & Rec - Ice Rink Supplies	No	Expenditure	\$ 13,750	\$ -	\$ (3,000)	\$ 10,750
Reason for Amendments Less money needed because re-grade of Monument Park was not done							
101-890.000-955.000	Contingencies - Miscellaneous	No	Expenditure	\$ 20,000	\$ 17,500	\$ (17,500)	\$ -
Reason for Amendments Used to offset increases							
101-901.000-970.000	CIP - Westside Connector/Warrior Creek Stairway	No	Expenditure	\$ -	\$ 23,000	\$ 12,100	\$ 35,100
Reason for Amendment The cost of design for the Warrior Creek Park Stairway - Approved by Council 2-28-11							
101-965.000-999.405	Transfer Out to Mill Creek Park Fund	No	Expenditure	\$ -	\$ 46,700	\$ 65,600	\$ 112,300
Reason for Amendment Cost of JJR contract for bidding and construction administration - Approved by Council 2-28-11. Money will be transferred to the Mill Creek Park fund as needed.							

Total change in Revenue - increase / (decrease): \$ -
 Total change in Expenditures - increase / (decrease): \$ 62,200
 Change to Overall Budget's revenue over expenditures: \$ (62,200)

General Fund Reserves - Estimated 2010-2011 year end reserves based on 3rd Quarter - \$663,000

Source of Reserves, if applicable:

AGENDA 4-25-11
L-3

2010-2011 Budget Amendments

Local Streets Fund 203

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
203-000.000-695.204	Transfer In - Municipal Streets	No	Revenue	\$ 138,950	\$ 166,150	\$ 50,000	\$ 216,150

Reason for Amendment Increase due to projects that overlapped between 2009-2010 and 2010-2011; Does not represent an increase in overall expenditures

Total change in Revenue - increase / (decrease): \$ 50,000
 Total change in Expenditures - increase / (decrease): \$ -
 Change to Overall Budget's revenue over expenditures: \$ 50,000

*Municipal Street Fund Reserves - Estimated 2010-2011 year end reserves based on 3rd Quarter -
 Source of Reserves, if applicable: \$480,000 - Does not change due to proposed amendment*

Municipal Streets Fund 204

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
204-965.000-999.203	Transfer Out - Local Streets	No	Expenditure	\$ 138,950	\$ 166,150	\$ 50,000	\$ 216,150

Reason for Amendment Increase due to projects that overlapped between 2009-2010 and 2010-2011; Does not represent an increase in overall expenditures

Total change in Revenue - increase / (decrease): \$ -
 Total change in Expenditures - increase / (decrease): \$ 50,000
 Change to Overall Budget's revenue over expenditures: \$ (50,000)

*Municipal Street Fund Reserves - Estimated 2010-2011 year end reserves based on 3rd Quarter -
 Source of Reserves, if applicable: \$480,000 - Does not change due to proposed amendment*

2010-2011 Budget Amendments

Equipment Replacement Fund 402

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
402-903.000-981.000	Vehicles	No	Expenditure	\$ 150,000	\$ -	\$ 24,000	\$ 174,000

Reason for Amendment Purchase of Kuboda downtown utility truck - approved by Council 3/14/11

Total change in Revenue - increase / (decrease):
 Total change in Expenditures - increase / (decrease): \$ 24,000
 Change to Overall Budget's revenue over expenditures: \$ (24,000)
 Source of Reserves, if applicable: Estimated 2010-2011 year end reserves based on 3rd quarter - \$160,000

Mill Creek Park Fund 405

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
405-000.000-895.000	Transfer In - General Fund	No	Revenue	\$ -	\$ 46,700	\$ 65,600	\$ 112,300
405-901.000-830.000	Engineering	No	Expenditure	\$ -	\$ 46,700	\$ 65,600	\$ 112,300

Reason for Amendment

Cost of JJR contract for bidding and construction administration - Approved by Council 2-28-11. Money will be transferred from General Fund as needed.

Total change in Revenue - increase / (decrease): \$ 65,600
 Total change in Expenditures - increase / (decrease): \$ 65,600
 Change to Overall Budget's revenue over expenditures: \$ -

Source of Reserves, if applicable: General Fund Reserves - Estimated 2010-2011 year end reserves based on 3rd Quarter - \$663,000

2010-2011 Budget Amendments

Sewer Fund 590

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
590-548.000-802.000	Professional Services	No	Expenditure	\$ 95,000		\$ (40,000)	\$ 55,000
Reason for Amendment Reduced Due to Sludge Hauling Being Moved to a New Line							
590-548.000-803.003	Sludge Hauling	Yes	Expenditure	\$ -	\$ -	\$ 73,000	\$ 73,000
Reason for Amendment Sludge Hauling - Including Increased Cost for Sludge Storage Bag							
590-901.000-974.000	Contracted Services	No	Expenditure	\$ -	\$ -	\$ 54,600	\$ 54,600
Reason for Amendment SRF Project Plan - Approved by Council 2/14/11							
590-890.000-955.000	Contingencies - Miscellaneous	No	Expenditure	\$ 15,000	\$ -	\$ (15,000)	\$ -
Reason for Amendments Used to offset increase							
590-850.000-996.007	SRF Bond Interest	No	Expenditure	\$ 43,650	\$ -	\$ (23,650)	\$ 20,000
Reason for Amendments Used to offset increase - Bond payment in 10-11 lower than estimated							
Total change in Revenue - increase / (decrease): Total change in Expenditures - increase / (decrease): \$ 48,950 Change to Overall Budget's revenue over expenditures: \$ (48,950)							
Sewer Fund Reserves - Estimated 2010-2011 year end unrestricted reserves based on 3rd Quarter - \$675,000 Source of Reserves, if applicable:							

Approved by Council on April 25, 2011

Carol J. Jones, Village of Dexter Clerk

AGENDA 4-25-11

ITEM L-4

cnicholls@villageofdexter.org

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: April 21, 2011
Re: MERS Bridge Adoption Resolution

Attached for your consideration is the resolution to change the retirement multiplier for Village employees enrolled in the Municipal Employees' Retirement System (MERS) from a 2.25% to a 2% effective July 1, 2011. If this resolution is passed by May 4 we will not need to redo the required valuation of the benefit that was completed a year ago.

Included as Item L-5 is a resolution to change to a 5% employee contribution effective July 1, 2012.

The next step in implementing the contractual changes will be closing the defined benefit program and opening the defined contribution program. The required valuation for this change was not completed until January 2011. Council will see the resolutions to complete this change in May.

**RESOLUTION FOR CHANGING MERS BENEFITS
(OTHER THAN DB COMPONENT OF HYBRID PROGRAM)**



In accordance with the MERS Plan Document of 1996, the Village of Dexter
 (Participating Municipality)
8217 adopts the following benefits for: 01- General
 (Municipality No.) (Reporting Unit No., MERS Division No. and Name)

A "division" is defined as an employee or group of employees covered by the same benefit programs and the same employee contribution program. Each division has a specific MERS number and name, such as "Div. 10, General-Admin.," and is part of a Reporting Unit, such as: "01."

Supporting Supplemental Valuation is dated 5/4/2010

BENEFIT MULTIPLIER

From 2.25% To 2% - w/Frozen FAC Effective Date July 1, 2011
 (Current Benefit Multiplier) (New Benefit Multiplier)

Provisions for Earlier Normal Retirement

F50/25 F50/30 F(N)-Years and Out (Specify number of years) _____
 F55/15 F55/20 F55/25 F55/30
 Effective Date _____

EMPLOYEE CONTRIBUTION RATE

New Rate _____
 Effective Date _____

**ADDITIONAL BENEFITS
AFFECTING FUTURE RETIREES**

FAC 3 FAC 5 V-6 V-8 V-10 RS - 50%
 D-2 E-2 DROP+ with _____ %
 Effective Date _____

RETIREE COST-OF-LIVING BENEFIT PROGRAMS FOR CURRENT RETIREES

E Standard E-1
 E - Other (Specify Factor _____ Adjustment Years _____)
 Effective Date _____

WINDOW PERIOD (If applicable)

From _____ To _____
 (Date) (Date)

I CERTIFY THAT THE ABOVE WAS ADOPTED BY _____
 Village of Dexter April 25, 2011
 Governing Body Date of Meeting
 Village Clerk April 26, 2011

 Authorized Signature Title Date

NOTE: Standard/Nonstandard Benefit Provisions—Attach page fully describing provision(s), and (1) a complete copy of the fully executed collective bargaining agreement and a certified copy of official minutes where the collective bargaining agreement or this Resolution was adopted, or (2) a copy of the arbitration or mediation decision. If further information is needed, please contact MERS Employer Services Division at 1 (800) 767-6377.



**RESOLUTION FOR CHANGING MERS BENEFITS
(OTHER THAN DB COMPONENT OF HYBRID PROGRAM)**

In accordance with the MERS Plan Document of 1996, the Village of Dexter
(Participating Municipality)

8217 adopts the following benefits for: 01- General
(Municipality No.) (Reporting Unit No., MERS Division No. and Name)

A "division" is defined as an employee or group of employees covered by the same benefit programs and the same employee contribution program. Each division has a specific MERS number and name, such as "Div. 10, General-Admin.," and is part of a Reporting Unit, such as: "01."

Supporting Supplemental Valuation is dated _____

BENEFIT MULTIPLIER

From _____ To _____ Effective Date _____
(Current Benefit Multiplier) (New Benefit Multiplier)

Provisions for Earlier Normal Retirement

- F50/25 F50/30 F(N)-Years and Out (Specify number of years) _____
- F55/15 F55/20 F55/25 F55/30

Effective Date _____

EMPLOYEE CONTRIBUTION RATE

New Rate 5%
Effective Date July 1, 2012

**ADDITIONAL BENEFITS
AFFECTING FUTURE RETIREES**

- FAC 3 FAC 5 V-6 V-8 V-10 RS - 50%
 - D-2 E-2 DROP+ with _____ %
- Effective Date _____

RETIREE COST-OF-LIVING BENEFIT PROGRAMS FOR CURRENT RETIREES

- E Standard E-1
- E - Other (Specify Factor _____ Adjustment Years _____)

Effective Date _____

WINDOW PERIOD (If applicable)

From _____ To _____
(Date) (Date)

I CERTIFY THAT THE ABOVE WAS ADOPTED BY _____ Village of Dexter _____ April 25, 2011
 _____ Governing Body _____ Date of Meeting
 _____ Village Clerk _____ April 26, 2011
 _____ Authorized Signature _____ Title _____ Date

NOTE: Standard/Nonstandard Benefit Provisions—Attach page fully describing provision(s), and (1) a complete copy of the fully executed collective bargaining agreement and a certified copy of official minutes where the collective bargaining agreement or this Resolution was adopted, or (2) a copy of the arbitration or mediation decision. If further information is needed, please contact MERS Employer Services Division at 1 (800) 767-6377.

ITEM L-6

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

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

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: April 25, 2011
Re: Tetra Tech "As-Needed Services"

As a follow-up to the New Hire recommendation from the prior meeting, I'm providing feedback I got from Pat Brennan our DEQ Representative for the Village S-3 license requirement. I shared with you that Mr. Brennan suggested during his last visit that we would need to retain a certified distribution operator (S-3) who can serve until we hire an S-3 and or Dan Schlaff and Andrea Dorney become S-3 operators. Dan and Andrea take the test in May, but technically become certified when they receive the license which may not be until July.

Mr. Brennan provided the **DEQ Community Water Supply Systems- Required Operations Oversight policy and procedure, which I've included for your review.** The village is required during this interim period to retain a temporary Operator in Charge (OIC), with the S-3 license that would show up at least twice per week and be on 24-hour standby for emergencies.

I am recommending that we extend the Tetra Tech Contract for two reasons. One, we are required to cover the S3 license and two; we need to give Dan the resource to call Blair if issues arise he needs assistance with. **Attached is a proposal from Tetra Tech for "As-Needed Services".** The proposal will satisfy the OIC requirement and provide ongoing support to the Water and Wastewater Systems. Tetra Tech's budgeted amount of \$10,000 will accommodate 4 hours per week through the end of July as well as an additional 40 hours for support services as deemed necessary. Keep in mind this contract with Tetra Tech will overlap fiscal years.

It is anticipated that we will need \$4,800 from the Water Fund for S-3 needs and I'm estimating another \$2,000 from the Wastewater Fund to cover additional support services. These amounts are barely accommodated in the current budget under professional services. At this time, I'm not recommending budget amendments to cover these services; however the possibility exists that we will need to haul sludge again before June 30th which would require a budget amendment.

I am requesting that Council make a motion in support of the Tetra Tech Proposal for As-Needed Services not to exceed \$10,000 retroactive to April 11, 2011.

Also included with this memo is a copy of an email I received from Pat Brennan on April 19, 2011, his follow-up Compliance Communication dated April 19, 2011 and the Village response dated April; 20 2011.



TETRA TECH

April 14, 2011

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

Re: Proposal for As-Needed Services

Dear Ms. Dettling:

As requested, we are pleased to offer this proposal to serve the Village's needs for professional services, on an as-needed basis.

SCOPE OF SERVICES

Our professional staff will be available to provide assistance for:

- Regulatory compliance with the water production and distribution wastewater collection and treatment and other Village services as necessary;
- Management activities (construction and planning reviews, staff training related activities) in the utilities and public works;
- Other activities upon your request.

PROPOSED STAFFING

We propose that these services continue to be provided by our current staff that have worked successfully for the Village in the similar duties and gained a good understanding of Village operation needs. They include Blair Selover, Jimmy Spangler and others.

SCHEDULE

These services will be available upon your authorization to commence. This agreement will remain in effect, until we receive a notice to cease.

COMPENSATION

We propose that compensation for our staff engaged in this work be on the basis of our standard billing rates, as attached. The expenses will be billed at cost. We propose a budget of \$10,000 for this service. If you agree with this proposal, please sign in the space provided below and return one copy for our records. Our Standard Terms and Conditions are attached and considered a part of this Proposal.



TETRA TECH

We appreciate the opportunity to serve the needs of the Village. If you have any question, please call me at your earliest convenience.

Sincerely,

S. Joh Kang, P.E.
Vice President

Blair Selover
Plant Operations Group Manager

PROPOSAL ACCEPTED BY _____

TITLE _____ DATE _____

Copy: Accounting

Attachment A - Hourly Rates

<u>Name</u>	<u>Rate</u>
Blair Selover	\$120
Jimmy Spangler, P.E.	\$100
Rob Jones	\$80
Licensed Operator	\$75



Tetra Tech of Michigan, PC Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage
Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project Inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.



**DRINKING WATER AND RADIOLOGICAL PROTECTION DIVISION
POLICY AND PROCEDURES**

NUMBER:	DWRP-03-017	
SUBJECT:	COMMUNITY WATER SUPPLY SYSTEMS – REQUIRED OPERATIONS OVERSIGHT	
EFFECTIVE DATE:	MARCH 4, 2002	PAGE: 1 OF 5

ISSUE:

The following policy is established to define the minimum oversight acceptable for community water supplies during standard operation and/or when the operator-in-charge leaves.

DEFINITIONS:

Community Water Supply (CWS) – A public water supply that provides year-round service to not fewer than 15 living units or which regularly provides year-round service to not fewer than 25 residents. Examples include municipalities, such as cities, villages, and townships; apartment complexes; manufactured housing communities; condominiums; and nursing homes.

Operator In Charge (OIC) – A properly certified operator who is designated by the owner of a public water supply as the responsible individual in overall charge of a waterworks system, or portion of a waterworks system, who makes decisions regarding the daily operational activities of the system that will directly impact the quality or quantity of drinking water.

AUTHORITY:

- Michigan's Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), 325.1009, Section 9, "Classification of water treatment and distribution systems; advisory board of examiners; certificates of competency; supervision of water treatment and distribution systems; individuals eligible for certificate."
- R 325.11901, R 325.11902, R 325.11905, R 325.11906a, and R 325.11906b of the Administrative Rules adopted pursuant to Act 399 covering the classification of treatment systems, classification of distribution systems, certification of operators, restricted certificates for existing operators, and notices to the Department of Environmental Quality (DEQ)

BACKGROUND:

Normally, a CWS employs an OIC to provide daily oversight and involvement in the system. However, other arrangements are acceptable for some situations. If an OIC suddenly leaves (retires, quits, etc.) a CWS, the response of the Drinking Water and Radiological Protection Division (DWRPD) regarding the CWS obtaining an OIC for short-term operation needs definition to promote effective operations and consistency.

DWRPD District and Area Engineers are able to evaluate the CWS staff with respect to the following:

1. Knowledge of waterworks operation
2. Managerial qualities

DRINKING WATER AND RADIOLOGICAL PROTECTION DIVISION POLICY AND PROCEDURES	
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EFFECTIVE DATE:	MARCH 4, 2002 PAGE: 2 of 5

3. Current job duties and level(s) of certification
4. The CWS's plan for proper operation of the waterworks system when the OIC is not available

DWRPD staff shall implement the following policy with due consideration of items 1, 2, 3, and 4, above.

GENERAL POLICY:

The following criteria are established for both standard and short-term operation of F, D, and S classified water systems:

F-1, F-2, F-3, AND F-4 SYSTEMS

STANDARD OPERATION

Under standard operation, an OIC shall be employed on a full-time basis and be involved with and responsible for the daily operation of the water treatment plant. Full-time basis is either the traditional 40-hour work week or all hours of operation if the water treatment plant operates less than that.

SHORT-TERM OPERATION

For short-term operation when an OIC is no longer available, it is acceptable to provide the CWS time to recruit a replacement or promote a staff member to fill the OIC position. **During this interim period, the CWS must retain a temporary OIC certified at the appropriate level to visit the water treatment plant daily and be responsible for its daily operation.** The following conditions also apply:

- If the CWS desires to promote a staff member to be the OIC after the staff member has achieved proper certification, this individual must first qualify to write the appropriate certification examination when it is next offered. If this individual fails the examination, the CWS must immediately pursue the hiring of a full-time OIC.
- If the CWS does not desire to promote a staff member to be the OIC, then it must immediately pursue hiring a full time OIC. The OIC must be on staff within six months.

Short-Term Operation may only be considered if ALL of the following apply:

- The OIC leaves abruptly.
- The CWS cannot or does not immediately appoint an OIC.
- Properly certified shift operators are present.

DRINKING WATER AND RADIOLOGICAL PROTECTION DIVISION POLICY AND PROCEDURES	
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D-1, D-2, AND D-3 SYSTEMS

STANDARD OPERATION

Under standard operation, an OIC shall be available at all times and make daily visits to the treatment plant to ensure the system is operating properly and to perform/oversee required performance/quality monitoring.

SHORT-TERM OPERATION

For short-term operation when an OIC is no longer available, it is acceptable to provide the CWS time to recruit a replacement or promote a staff member to the OIC position. **During this interim period, the CWS must retain a temporary OIC certified at the appropriate level to visit the water treatment plant at least twice per week, be on call 24 hours per day, and supervise/direct staff responsible for its daily operation.** The following conditions also apply:

- If the CWS desires to promote a staff member to be the OIC after the staff member has achieved proper certification, this individual must first qualify to write the appropriate certification examination when it is next offered. If this individual fails the examination, the CWS must immediately pursue the hiring of a full-time OIC.
- If the CWS does not desire to promote a staff member to be the OIC, then it must immediately pursue hiring a full-time OIC. The OIC must be on staff within six months.

Short-Term Operation may only be considered if ALL of the following apply:

- The OIC leaves abruptly.
- The CWS cannot or does not immediately appoint an OIC.
- The CWS has an operator with acceptable knowledge/experience to conduct daily operations under the supervision of the temporary OIC.

D-4 SYSTEMS

STANDARD OPERATION

Under standard operation, an OIC shall visit the water treatment plant weekly, be on call 24 hours per day, and supervise/direct staff responsible for daily operations

SHORT-TERM OPERATION – Same as STANDARD OPERATION, above.

DRINKING WATER AND RADIOLOGICAL PROTECTION DIVISION POLICY AND PROCEDURES	
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S-1, S-2, AND S-3 SYSTEMS

STANDARD OPERATION

Under standard operation, an OIC shall be employed and available daily to oversee records maintenance and analysis, planning, monitoring, construction, and maintenance and to supervise/direct staff responsible for daily operations.

SHORT-TERM OPERATION

For short-term operation when an OIC is no longer available, it is acceptable to provide the CWS time to recruit a replacement or promote a staff member to the OIC position. **During this interim period, the CWS must retain a temporary OIC certified at the appropriate level to visit the CWS at least twice per week, be on call **24 hours per day**, and supervise/direct staff responsible for daily operations.** The following conditions also apply:

- If the CWS desires to promote a staff member to be the OIC after the staff member has achieved proper certification, this individual must first qualify to write the appropriate certification examination when it is next offered. If this individual fails the examination, the CWS must immediately pursue the hiring of a full-time OIC.
- If the CWS does not desire to promote a staff member to be the OIC, then it must immediately pursue hiring a full-time OIC. The OIC must be on staff within six months.

Short-Term Operation may only be considered if ALL of the following apply:

- The OIC leaves abruptly.
- The CWS cannot or does not immediately appoint an OIC.
- The CWS has an operator with acceptable knowledge/experience to conduct daily operations under the supervision of the temporary OIC.

S-4 SYSTEMS

STANDARD OPERATION

Under standard operation, an OIC shall be on-site twice a month to oversee record maintenance, planning, monitoring, construction, and maintenance and to supervise/direct staff responsible for daily operations.

SHORT-TERM OPERATION – Same as STANDARD OPERATION, above.

DRINKING WATER AND RADIOLOGICAL PROTECTION DIVISION POLICY AND PROCEDURES	
NUMBER:	DWRP-03-017
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EFFECTIVE DATE:	MARCH 4, 2002 PAGE: 5 of 5

S-5 SYSTEMS

Class S-5 systems include CWSs with no treatment and a distribution system limited in extent. The following guidelines shall be used to determine if a distribution system is limited in extent:

- a) Any CWS with a distribution system comprised solely of building piping.
- b) Any CWS comprised of an external buried distribution system that does not include water supply appurtenances that require maintenance such as fire hydrants, system valves, blow-off assemblies, etc.

STANDARD OPERATION

Under standard operation, an OIC shall be on-site monthly to oversee record maintenance, planning, monitoring, construction, and maintenance and to supervise/direct staff responsible for daily operations.

SHORT-TERM OPERATION – Same as STANDARD OPERATION, above.

PROCEDURE:

Responsibility

Action

DWRPD's District or Area Engineer

1. Incorporates this policy and procedure as part of the review process to determine the adequacy of OIC oversight for a CWS.
2. This policy and procedures replaces the Michigan Department of Public Health Policy/Procedure 1993-1, dated 2/12/93.

CWS Owner

3. Notify DWRPD District or Area Engineer of changes in the status of the OIC.

APPROVED: <u>Flint C. Watt</u> Flint C. Watt, P.E., Chief Drinking Water and Radiological Protection Division	DATE: <u>March 4, 2002</u>
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Donna Dettling

From: Brennan, Patrick (DEQ) [BRENNANP@michigan.gov]
Sent: Tuesday, April 19, 2011 8:14 AM
To: Donna Dettling
Subject: RE: Dexter Water Supply System
Attachments: 03-017 (Community Water-Required Operations Oversight).pdf

Donna:

In the attached policy, Community Water-Required Operations Oversight, you may find the requirements for short-term operation of an S-3 system. The short-term operator must visit the community water system (CWS) at least twice a week, and be on 24-hour call for emergencies. The policy doesn't state how many hours a visit should be. However, it should be sufficient so that the person can adequately supervise/direct staff directly responsible for operations. Obviously there is a lot of room for interpretation in the policy. As I'm fairly new to this program I don't have a good feel for how long is enough, but I can offer my thoughts.

The amount of time spent per visit would vary depending on the confidence that you and the short-term operator have in the knowledge, experience and abilities of the staff directly responsible for operations, and to a degree, the familiarity of the short-term operator with the CWS. The key principle seems to be that the short-term operator is there often enough to provide necessary direction/supervision for the maintenance & operation of the distribution system, review records maintenance and analysis, planning, monitoring, and construction. What makes this a weighty decision is the chance of something wrong happening due to the lack of oversight, in which case the Village is ultimately responsible. Having a certified operator closely involved with the operation lessens the chance that an accident could turn into a catastrophe. Considering what I know about Dan and the rest of your public works employees, and the Village's relationship with Tetratex, I would believe that 2 visits of 1 hour duration per week would be adequate.

The attached policy also states 3 conditions before short-term operation could be considered. Truthfully, only 2 of the 3 apply, don't you agree? Therefore, after consultation with another engineer in the office, I have prepared a Compliance Communication that cites the Village in violation of Act 399, and directs the Village to hire a certified operator immediately. I'm going to be out of the office for most of today and tomorrow, but if you need to discuss this I'll be back on Thursday.

Patrick J. Brennan
Environmental Engineer
Jackson District Office DEQ-RMD
517-780-7935
brennanp@michigan.gov



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



DAN WYANT
DIRECTOR

April 19, 2011

Ms. Donna Dettling, Manager
Village of Dexter
8140 Main Street
Dexter, Michigan 48130-1092

Dear Ms. Dettling:

SUBJECT: Community Water System
Certified Operator
Compliance Communication

The Department of Environmental Quality (DEQ), Resource Management Division (RMD) is in receipt of your February 25, 2011 letter. The letter outlined how the Village of Dexter (Village) would comply with the requirements of the Safe Drinking Water Act, 1976 PA 399 as amended (Act 399), MCL 325.1001 *et seq.*, and the administrative rules promulgated thereunder, to have a certified operator supervise the community water system distribution system. DEQ staff has reviewed the Village's circumstances for compliance with Act 399. Pertinent to the Village's status regarding a certified operator are the following regulations:

- Section 325.1009(5) of Act 399 states: "A public water supply shall be under the supervision of a properly certified operator as specified in the rules."
- Rule R 325.11905(1) of the 1979 Administrative Code promulgated under Act 399 states in pertinent part: "Any waterworks system or portion of a system which has been classified in accordance with R 325.11901 or R 325.11902 shall be under the supervision of an operator in charge certified in the system classification as specified in these rules."

Your letter states that the S-3 operator would retire on February 25, 2011, two other operators would take the S-3 exam in April 2011, a permanent S-3 operator would be hired by April 1, 2011, and that the Village would hire a contract S-2 operator until April 8, 2011. Subsequently, on April 5, 2011, you informed me by telephone that the Village would not hire a permanent S-3 operator, and that the contract for a certified operator had expired.

Therefore, the Village is in violation of Section 325.1109(5) and of R 325.11905.(1). In order to return to compliance, the Village must immediately retain the services of a certified S-3 operator until either a permanent operator is retained, or when a current employee becomes certified. The operator must write a letter stating agreement to be the certified S-3 operator for the Village's community water system, including his address and telephone numbers, and must send a copy to the Jackson District Office.

Ms. Donna Dettling

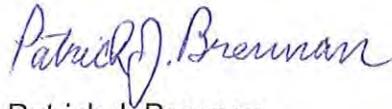
Page 2

April 19, 2011

The Village must also submit a certified operator designation form to the Jackson District Office at the address below.

If you have any questions, please contact me at DEQ-RMD, Jackson State Office Building, 301 East Louis Glick Highway, Jackson, Michigan 49201; by telephone at the number listed below; or by e-mail at brennanp@michigan.gov; or you may contact my supervisor, Mr. Lawrence Bean, at the address above; by telephone at 517-780-7920; or by e-mail at beanl@michigan.gov.

Sincerely,



Patrick J. Brennan

District Engineer

Resource Management Division

517-780-7935

brennanp@michigan.gov

cc: Mr. Lawrence Bean, DEQ



VILLAGE OF DEXTER

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

April 20, 2011

Village Council

Shawn Keough
President

Ray Tell
President Pro-Term

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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www.
villageofdexter.org

Patrick Brennan
Michigan Department of Environmental Quality
Jackson District Office, Water Resources Division
301 East Louis Glick Highway
Jackson, MI 49201-1556

Re: Response to April 19, 2011 letter
Consideration of Short-term Operator

Dear Mr. Brennan:

I received your letter dated April 19, 2011 and must apologize for the misunderstanding regarding the expiration of the contract with Tetra Tech. The Village's intent is to extend the contract with Tetra Tech specifically to accommodate the services of an S-3 operator. To further clarify, the village is evaluating our options for the new hire; it wasn't my intent to imply that we're not going to hire a permanent S-3 operator. Therefore, please consider the following request for a short-term operator.

The Village of Dexter is requesting a short-term operator to give us time to recruit a replacement and/or allow time for a staff member to take the certification examination. Blair Selover of Tetra Tech is currently listed as our certified operator with the S-2 license and has filled the role of our OIC ever since a retirement on February 25, 2011 left us without a certified operator.

The original contract with Tetra Tech is extended on an "As-needed" basis beyond its expiration on April 11, 2011. It was my goal with our phone conversation on April 5, 2011 to refine a scope of service for the contract specifically for our S-3 requirements. The "As-needed" contract provides 24-hour on-call emergency services, and a minimum of 2 visits of 1-2 hour duration per week to supervise/direct staff responsible for daily operations.

The Village believes we have met the requirements for a Short-Term Operation and that the arrangement with Tetra Tech satisfies the Village's Community Water Supply required operation oversight under the short-term operation procedure. Mr. Blair Selover was on site twice the week of April 11th; the week of April 18th; and will continue to maintain this effort to ensure the Village's compliance with Act 399.



VILLAGE OF DEXTER

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The Village's plan is to have two current employees test this spring and acquire licenses as well as evaluate the feasibility of hiring an S-3 Operator prior to the end of the 6-month period allowed under the short-term operation period. The 6-month period will end August 25, 2011 at which time the Village will have a permanent S-3 Operator.

As you requested in your letter dated April 19, 2011, I have enclosed an Operator Certification Designation Application. Your support of the Village's request would be greatly appreciated.

Sincerely,

Donna Dettling
Village Manager

cc: Mr. Lawrence Bean, DEQ
Dan Schlaff, Village of Dexter
Blair Selover, OIC