WORK SESSION
Infrastructure Projects
6:00 p.m. – Senior Center

THE VILLAGE OF DEXTER
VILLAGE COUNCIL MEETING
Monday, June 13, 2011
********** 7:30 pm **********

DEXTER SENIOR CENTER – 7720 ANN ARBOR ST.

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

B. ROLL CALL: President Keough

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

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting – May 23, 2011
2. Work Session – May 23, 2011
3. Work Session – May 18, 2011

Page # 1-10

D. PRE-ARRANGED PARTICIPATION:

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

Pat Greve, Waste Management

E. APPROVAL OF AGENDA:

F. PUBLIC HEARINGS

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

1. State Revolving Fund Project Plan – Will be a Consideration Item on June 27, 2011
Page # 11-12

2. Proposed 2011 Millage Rates
Consideration of: Resolution to Establish 2011 Millage Rates
Page # 13-14

3. Proposed 2011-2012 Water/Sewer/Refuse Rates
Consideration of: Resolution for the Purpose of Establishing Water, Sewer, and Refuse Rates Effective July 1, 2011
Page # 15-16

4. Proposed 2011-2012 Budget – Will be a Consideration Item on June 27, 2011
Page # 17-18

G. NON-ARRANGED PARTICIPATION:

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

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar
3. May Citation List

Page # 19-26

I. REPORTS:

1. Community Development Manager – Allison Bishop

Page # 27-50

2. Board, Commission, & Other Reports- "Bi-annual or as needed"
   Arts, Culture & Heritage Committee
   Chelsea Area Planning Team / Dexter Area Regional Team
   Dexter Area Chamber
   Dexter Area Fire Department
   Downtown Development Authority Chair – Steve Brouwer
   Farmers Market/Community Garden Rep.
   Gateway Initiative
   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

3. Subcommittee Reports
   Old DAPCO Site Redevelopment Team – see Village Manager report
   Downtown Fire Detection
   Economic Preparedness
   Facilities – Notes from May 25 meeting will be in a future packet
   Website - Update from June 6 meeting

   Page # 51-64

4. Village Manager Report **Page # 65-84**

5. President's Report **Page # 85-90**

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: $ 279,457.39

2. Consideration of: Commission/Committee Reappointments

   Page # 91-102

K. OLD BUSINESS- Consideration and Discussion of:

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Bid Award Resolution to Cedroni Associates to complete the Mill Creek Park Project and Warrior Creek Stairway at a cost not to exceed $1,267,000
   Page # 103-114

2. Consideration of: Scope of Services from Orchard, Hiltz & McCliment for Main Street Resurfacing Project for an amount not to exceed $29,800
   Page # 115-132

3. Consideration of: Scope of Services for Construction Engineering/Contract Administration for the 2011 Drinking Water Revolving Fund Project for an amount not to exceed 210,900
   Page # 133-138

4. Consideration of: Recommendation to Fill the Vacant Public Utility Operator Position retro-active to May 26, 2011
   Page # 139-146

5. Consideration of: 2011-2012 Downtown Development Authority Budget
   Page # 147-150

6. Consideration of: Bid Award for the Baker Road Stormwater Outfall Project to Iron Creek for an amount not to exceed $7500
   Page # 151-158

7. Consideration of: Municipal Employee Retirement System of Michigan (MERS) - Resolutions to Open the Defined Contribution Program
   Page # 159-188

8. Consideration of: Sidewalk Connection to Cedars of Dexter
Page # 189-194

9. Consideration of: Village Manager Employment Agreement
Page # 195-200

10. Consideration of: Village Treasurer/Finance Director Employment Agreement
Page # 201-206

11. Consideration of: Bid Award to Blue Star, Inc for Demolition of 8077 Forest for an amount not to exceed $8,900
Page # 207-214

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 & PENDING LITIGATION IN ACCORDANCE WITH MCL 15.268 Sec. 8

P. ADJOURNMENT

DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, MAY 23, 2011

AGENDA 6-13-11
ITEM C-1

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-absent	J. Semifero
J. Smith	R. Tell

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Allison Bishop, Community Development Manager; Sgt. Beth Gieske, Washtenaw County Sheriff's Department; Carol Jones, Village Clerk; residents and media.

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting – May 9, 2011
2. Work Session Minutes – May 4, 2011

Motion Smith; support Semifero to approve the minutes of the Regular Council Meeting of May 9, 2011 and the Work Session Minutes from May 4, 2011 with the following corrections:

Page 5; add the words *damages that occurred by* in front of pushing snow to Trustee Semifero's comments
Page 7; correct the time to read *6:19 PM* and not *6:19 AM* and remove the arrival time of 9:12 after Ms. Fisher's name

Unanimous voice vote for approval with Trustee Fisher absent

D. PREARRANGED PARTICIPATION

Juli Huddleston, Relay for Life logistics coordinator, spoke about the May 14/May 15 event. She reported many positive comments in using Monument Park. Sixteen teams participated with 227 individuals and so far the event has raised over $50,000.

Trustee Fisher entered the meeting at 7:34 PM.

E. APPROVAL OF THE AGENDA

Motion Smith; support Fisher to approve the agenda as presented.

Unanimous voice vote for approval

F. PUBLIC HEARINGS

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

None

G. NON-ARRANGED PARTICIPATION

None

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar
3. April Citation List
4. United Methodist Retirement Communities – Highlights from 2010 and Plans for 2011
5. Pure Michigan – Community Development Workshops
6. Census Date
7. Complete Streets – Public Meetings
8. Michigan Municipal League – Membership Renewal
9. Cityhood Update
10. Tour de Cure

I. REPORTS

1. Washtenaw County Sheriff's Office – Sgt. Gieske

Sgt. Gieske reported that the department is preparing for the busy season. She has met with the Metro Parks regarding the July 3 fireworks and Portage Lake with a schedule of July 2 for fireworks (July 3 is the rain date) and will be working on a contingency plan should they happen again on the same day. Sgt. Gieske reviewed activities scheduled in June and July such as the Dexter-Ann Arbor Run, Triathlon, and St. Joe's Summer Festival. She reported that the department is currently fully staffed and will be increased to three deputies on weekends. The most recent complaints have been about bicyclists.

2. Community Development Manager – Allison Bishop

Ms. Bishop submits her report as per packet. Ms. Bishop updated on the following: a) Medical Marihuana – the law is very vague and the moratorium expires on July 19, would like feedback from Council regarding the next steps; b) Border to Border Trail – was supposed to start this past week, but ground is too wet.; c) School Busing Plan – Ms. Bishop explained that the school is not required by the state to get local agreements on projects but will be working with them to be sure they meet the right of way requirements and storm water requirements; and d) Mill Creek Park – still evaluating the low bid.

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

Gordon Hall Mgmt Team Representative – Donna Fisher
Ms. Fisher reported that HopkinsBurns will be doing a site plan for Gordon Hall, how to use the space and what should come first – out buildings or inside space. She also distributed a schedule on the upcoming Civil War Days at Gordon Hall and reported on the Lincoln Dinner.

3. Subcommittee Reports

Old DAPCO Site Redevelopment Team – see Village Manager report
Downtown Fire Detection
Economic Preparedness
Facilities – May 25 at 7:30 a.m. at the Village Offices
Website – update from May 16th meeting. Will be getting aggressive on scheduling meetings and have four meetings scheduled over the next two months. The committee will have some decisions by the end of July for a request for proposal for a new site.

5. Village Manager Report

Mrs. Dettling submits her report as per packet Mrs. Dettling gave the following verbal updates: a) L N J have begun work on planting and mulching; b) DIY Network will be in Dexter June 20-22 to work on the Penn's house on Broad Street for their Most Desperate Landscape show; c) the water tower was inspected last Thursday and all went well d) will be closing on the Forest Street property on May 24; e) we are getting applications for the Memorial Day Parade and the Legion Auxiliary would like to try to pull off a ceremony in Monument Park; f) the Community Garden was plowed on May 7 and opened on May 10 with 16 plots; g) an informational Economic Development Corporation meeting was held on May 17; h) included in the packet was information on the Gateway Initiative and in the future would like to include a report on this under Board, Commission & Other Reports; i) also included in the packet was information from Orchard, Hiltz and McCliment regarding the Water Main Project and State Revolving Fund for sludge handling; and j) will be changing the meeting date for the DAPCO Site Redevelopment Team to June 8 to review the proposals.

6. President's Report

Mr. Keough submits his report as per packet. Mr. Keough gave updates on the following: a) highlighted the enclosed Transition Plan for the Regional Fire Department, are working on the Articles of Incorporations, and have had good participation from the township representatives; b) commented on a remark made by a Westridge resident regarding pickup of yard waste at the curb; c) asking that Council walk together for the Memorial Day Parade, have asked Trustee Carson to place a wreath at the monument and have a moment of silence in the Park; and d) the Downtown Development Authority did approve their budget at the May 19th meeting and it did include the $9100 in 2011-2012 toward Village Maintenance.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of $187,789.13

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

   Unanimous voice vote for approval

K. OLD BUSINESS-Consideration and Discussion of:

Consideration of: Amending a Previous Motion for the Purpose of Allowing the Funds for the Purchase of 8077 Forest to come from Unrestricted General Fund Reserves

Motion Tell; support Cousins to amend item 2 of the motion made on May 9, 2011 in regards to the purchase of 8077 Forest to read: 2) Use $58,000 in unrestricted general fund reserves with the understanding that this is a loan and repayment made by the Downtown Development Authority will be placed back into the general fund's unrestricted reserves.

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

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Resolution of Support for the Source Water Protection Policy and Administrative Procedures (needed for Wellhead Protection Grant submittal)

   Motion Cousins; support Carson that the Village of Dexter does herby agree to take action to: (1) protect the immediate Wellhead Protection Area and (2) take steps to update the zone of contribution to the wells and wellfield(s) in compliance with the State of Michigan Wellhead Protection Program; and be it further resolved that the Village of Dexter has established a "Budget Line Item" for wellhead protection in order to determine the zone of contribution to their well(s) or wellfield(s), and to implement their Wellhead Protection Program Plan; and be it also resolved that the Village of Dexter issue no land use permit or zoning permit until such time that there is evidence that proper application to the responsible municipal, county, state or federal agencies has been made and significant issues affecting the Wellhead Protection Area have been addressed. An Environmental Permits Checklist had already been put in place for administrative use when new, changed or expanded land use activities are proposed.

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

2. Consideration of: Setting a Public Hearing on June 27, 2011 on amendments to

the General Code of Ordinances, Chapter 22-10a, Municipal Civil Infractions, Violations for Medical Marihuana Home Occupations

Motion Carson; support Smith to set a Public Hearing on June 27, 2011 on amendments to the General Code of Ordinances, Chapter 22-10a, Municipal Civil Infractions, Violations for Medical Marihuana Home Occupations.

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

3. Consideration of: Setting a Public Hearing on June 27, 2011 on amendments to the General Code of Ordinances, Chapter 54, Traffic and Vehicles

Motion Cousins; support Carson to set a Public Hearing on June 27, 2011 on amendments to the General Code of Ordinances, Chapter 54, Traffic and Vehicles.

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

M. COUNCIL COMMENTS

Cousins	Noted that it took one and three quarters of an hour to get to this point and five minutes to do five business items.
Carson	None
Tell	None
Jones	None
Smith	None
Fisher	None
Semifero	None

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 (if necessary)

P. ADJOURNMENT

Motion Cousins; support Smith to adjourn at 9:18 PM.

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones
Clerk, Village of Dexter

Approved for Filing:_____

DEXTER VILLAGE COUNCIL
WORK SESSION
MONDAY, MAY 23, 2011

AGENDA 6-13-11
ITEM C-2

A. CALL TO ORDER

The meeting was called to order at 6:10 PM by President Keough in the Dexter Senior Center at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

B. ROLL CALL: President Keough

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

Also attending Village Manager, Donna Dettling; Assistant Village Manager, Courtney Nicholls; Council Clerk, Carol Jones; WATS Executive Director, Terri Blackmore; residents and media.

C. Presentation on the Countywide Transit Governance Proposal

Ms. Blackmore reviewed the proposed Countywide Transit concept and the proposed Countywide Board structure. She explained how TheRide currently operates under Act 55 and the changes that will occur upon switching to an Act 196 program which will allow for countywide/regional service and representation throughout the county for cities, villages and townships.

D. ADJOURNMENT

Adjourned at 7:15 PM

Respectfully submitted,

Carol J. Jones
Clerk, Village of Dexter

Approved for Filing:_____

P8

DEXTER VILLAGE COUNCIL
WORK SESSION
WEDNESDAY, MAY 18, 2011

6-13-11
C-3

A. CALL TO ORDER

The meeting was called to order at 6:08 PM by President Keough in the Copeland Board Room at 7714 Dexter Ann Arbor Rd. in Dexter, Michigan

B. ROLL CALL: President Keough

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

Also attending: Village Manager, Donna Dettling; Assistant Village Manager, Courtney Nicholls; Finance Director/Treasurer, Marie Sherry; and Clerk, Carol Jones.

C. 2011 – 2012 BUDGET WORK SESSION

1. General Fund
   Assistant Village Manager, Courtney Nicholls reviewed information and changes from the May 4 Budget Meeting. In all funds there will be a 15% reduction in premiums for liability/property insurance and worker's compensation lines were updated to reflect the decrease. Under the General Fund a change was made to the sidewalk budget to include repairs only; health insurance was corrected in the Planning and Treasurer departments; estimated year end positions were updated and a retirement plan line was added to downtown public works.

2. Major, Local, Municipal Streets
   There was discussion on rehabilitating Main Street including constructing crosswalks of stamped concrete or pavers and reverse angle parking. A suggestion was made that this could be an area for a Town Hall meeting. Also discussed were the improvements to Central Street from the Mast Road Bridge to Central Street by extending the sidewalk on both sides of the street.

3. Water & Sewer

4. DDA Budget
   Finance Director/Treasurer, Marie Sherry led the discussion on the Downtown Development Authority's proposed budget highlighting the recent change in TIF projections and a downturn in revenues. The DDA budget has been modified to reflect this and future funds may be in jeopardy.

5. Salaries
   Trustee Semifero brought up the issue of wage comparisons amongst Village employees and wages from various communities in the state. He is looking for suggestions on how to address this item.

D. ADJOURNMENT

Adjourned at 9:54 PM

Respectfully submitted,

Carol J. Jones
Clerk, Village of Dexter

Approved for Filing:_____

AGENDA 6-13-11

ITEM F-1

VILLAGE OF DEXTER

cnicholls@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092 Phone (734)426-8303 ext 17 Fax (734)426-5614

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: June 8, 2011
Re: SRF Project Plan Public Hearing

The Michigan Department of Environmental Quality requires that a public hearing be held before a project plan is submitted to the State Revolving Fund. The notice of public hearing was published in the Dexter Leader on May 12 and a copy of the project plan has been available at the Village Offices. The project plan was also posted online along with the June 13th Council packet.

The public hearing will be recorded by a stenographer.

The resolution to adopt the plan will be on the June 27th agenda.

AGENDA 6-13-11
ITEM F-2

VILLAGE OF DEXTER

RESOLUTION -2011

TO ESTABLISH 2011-2012 MILLAGE RATES

At a regular meeting of the Village Council of the Village of Dexter held at the Dexter Senior Center – 7720 Dexter-Ann Arbor Road, called to order by President Keough on June 13, 2011 at 7:30 p.m. the following resolution was offered:

Motion by: Seconded by:

WHEREAS, the Village of Dexter will adopt the 2011-2012 Budget prior to July 1, 2011 in accordance with the millage rate herein established, and

WHEREAS it is necessary to establish a millage rate for the 2011-2012 Fiscal Year to support a 2011-2012 Budget, and

WHEREAS the Village Council held a Public Hearing on June 13, 2011, and has met the requirements to establish such millage rates.

NOW, THEREFORE BE IT RESOLVED, THAT THE 2011 MILLAGE RATE FOR THE VILLAGE OF DEXTER, for real and personal property is hereby established and approved as follows:

General Operating	9.8151
Streets	2.8874
General Obligation Debt	0.8537
Total	13.5562

BE IT FURTHER RESOLVED, that the Village will collect the taxes generated from this millage, including applicable interest and penalties that accrue after the September 15, 2011 due date, until February 29, 2012.

BE IT FURTHER RESOLVED that all resolutions in conflict herewith are hereby rescinded.

Yeas:

Nays:

RESOLUTION DECLARED ADOPTED THIS 13TH DAY OF JUNE 2011

_____

Carol J. Jones, Village Clerk

AGENDA 6-13-11
ITEM F-3

Resolution # -2011

RESOLUTION FOR THE PURPOSE OF ESTABLISING WATER, SEWER AND REFUSE RATES EFFECTIVE JULY 1, 2011 FOR THE VILLAGE OF DEXTER, MICHIGAN

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

Moved by: Second by:

WHEREAS, Village Council has accepted the "Fund Analysis and Rate Study" on April 10, 2006, which provides a cost of service analysis to adjust water and sewer rates in the Village according to the following schedule, and

WHEREAS, the "Fund Analysis and Rate Study" is available for public inspection at the Village Office, and

WHEREAS, the Village published these proposed rates prior to their adoption, and provided a "Public Informational Meeting" on June 13, 2011 for public education and comment, and

WHEREAS, Village Ordinance requires rates to be established by Council by Resolution.

NOW THEREFORE BE IT RESOLVED:

Water Rates (+3%) – **Effective July 1, 2011** Usage Billing rate established as follows:

Ready To Serve Monthly Fee	$6.71
First Meter Per 1,000 Gallons	$3.03
Second Meter Per 1,000 Gallons (135%)	$4.09

Sewer Rates (+3%) – **Effective July 1, 2011** Usage Billing rate established as follows:

Ready To Serve Monthly Fee	$5.80
Per 1,000 Gallons	$7.14

Other Charges and Penalties:

Penalties on Late Monthly Charges (Cumulative)	2%
Turn-on and Turn-off Charges	$35
Meter Calibration Charge	$35
Water Only Meter	$250

Refuse Rates– **Effective July 1, 2011:**

Monthly Fee	$17.50

Extra Strength Surcharges– **Effective July 1, 2011:**

BOD in excess of 300 mg/l	$0.09/pound
Suspended solids in excess of 275 mg/l	$0.1/pound
Phosphorous as P in excess of 16 mg/l	$1.41/pound

Industrial Cost Recovery– **Effective July 1, 2011:**

Water usage in excess of 22 gpepd	$0.140 per 1,000 gallons
BOD in excess of 300 mg/l	$0.09/pound
Suspended solids in excess of 275 mg/l	$0.1/pound
Phosphorous as P in excess of 16 mg/l	$1.41/pound

AYES:

NAYS:

_____

Carol Jones, Clerk

RESOLUTION DECLARED ADOPTED THIS _____

AGENDA 6-13-11
ITEM F-4

VILLAGE OF DEXTER

cnicholls@villageofdexter.org
8140 Main Street Dexter, MI 48130-1092 Phone (734)426-8303 ext 17 Fax (734)426-5614

MEMO

To: **President Keough and Council Members**
From: **Courtney Nicholls, Assistant Village Manager**
Date: **June 7, 2011**
Re: **2011-2012 Budget**

Provided for the Public Hearing and Council review is the current draft of the 2011-2012 budget. The document is included loose in the packet and was posted along with the packet on the Village website. Changes made to the document since the May 18th work session are listed below:

General Fund

- The contribution from the Downtown Development Authority has been reduced to $9,100.
- The anticipated tax revenue has been increased to $1,788,690 due to the correction of the tax capture amount for the Downtown Development Authority.
- The increased revenue sharing has been added which is expected to be $117,000 in fiscal year 2010-2011 and $135,000 in 2011-2012.
- A property acquisition line was added to Dept. 901 for expenses related to the purchase and demolition of 8077 Forest.
- The estimate for the use of reserves for the Mill Creek Park has been shown as a transfer out.
  This number includes $284,000 in construction from unrestricted reserves, the estimated $35,600 remaining in JJR fees from unrestricted reserves (the contract was awarded in February 2011 and has been partially used to fund the bidding process), the use of $35,000 in restricted parks reserve, and $48,000 in restricted reserves for the waterways grant.

Street Fund

- The anticipated tax revenue has been increased to $526,196 due to the correction of the tax capture amount for the Downtown Development Authority.
- The amount budgeted for the Baker Road Storm Outlet Repair was reduced to $10,000.
- Major Streets revenue has been updated to show the use of $203,000 in restricted funds for the Main and/or Central Street projects.

Mill Creek Park Fund

- The estimated general fund contribution has been added as a transfer in.
- A line was added to show the revenue that will be received from Washtenaw County Parks.

Water Fund

- A note has been added to the water capital improvements budget that $10,000 is needed for the final payment to Dexter Community Schools for the 5th well property.
  This budget line item will likely be updated again prior to final adoption on June 27th upon receipt of the water tower inspection result.

2011 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Dexter Village Council Work Session	6/13/2011	6:00 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Dexter Village Council	6/13/2011	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Planning	6/13/2011	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
5H Coalition	6/14/2011	5:30 p.m.	Copeland Board Room		
Scio Township Board	6/14/2011	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Washtenaw Area Transportation Study-Policy	6/15/2011	9:30 a.m.	Scio Township Hall	http://www.miwats.org/	Jim Carson
Webster Township Planning	6/15/2011	7:30 p.m.	Webster Township Hall	http://www.twp.webster.mi.us/	
Regional Fire Consolidation	6/15/2011	3:30 p.m.	Dexter District Library		Shawn Keough
Healthy Community Steering Committee	6/16/2011	8:30 a.m.	Chelsea Hospital - White Oak Room		Paul Cousins
Dexter Downtown Development Authority	6/16/2011	7:30 a.m.	Senior Center	http://www.villageofdexter.org	Shawn Keough
Dexter Area Fire Board	6/16/2011	6:00 p.m.	Dexter Township Hall	http://dexterareafire.org/	Ray Tell/Jim Seta
Village Website Committee	6/20/2011	4:00 p.m.	Village Offices		Donna Fisher, Jim Smith
Chelsea Area Planning Team/Dexter Area Region	6/20/2011	7:00 p.m.	TBD	http://www.ewashtenaw.org/	Jim Carson
Dexter Community Schools Board of Education	6/20/2011	7:00 p.m.	Creekside Intermediate School	http://web.dexter.k12.mi.us/	
Dexter Village Zoning Board of Appeals	6/20/2011	7:00 p.m.	Senior Center	http://www.villageofdexter.org	Ray Tell
Webster Township Board	6/21/2011	7:30 p.m.	Webster Township Hall	http://www.twp.webster.mi.us/	
Dexter Township Board	6/21/2011	7:00 p.m.	Dexter Township Hall	http://www.twp-dexter.org/	
Dexter Village Parks Commission	6/21/2011	7:00 p.m.	Village Offices	http://www.villageofdexter.org	Joe Semifero
Southeast Michigan Council of Governments	6/23/2011	4:30 p.m.	MSU Management Center - Troy	http://www.semcog.org	Shawn Keough
Dexter Village Council	6/27/2011	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Planning	6/27/2011	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Western Washtenaw Area Value Express	6/28/2011	8:15 a.m.	Chelsea Community Hospital		Jim Carson
Scio Township Board	6/28/2011	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	

AGENDA 6-13-11
ITEM H-1

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

2011 Sign Requests

	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	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
	St. Andrew's - 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 - 18" x 24"	1/31/2011	1,3,5
March	Community Orchestra - Concert	2/23-3/6	2 - 3' x 4'	1/3/2011	5, 9
	St. Andrew's - 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' 3 - 18" x 24"	12/15/2010	1, 2, 5, 7, 10
April	St. Andrew's - Festival of Hymns	3/21 - 4/4	1 - 36" x 24"	3/18/2011	8
	Friends of the Library - Book Sale	3/31-4/2	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20
	St. Andrew's - 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
	American Legion - Dinner	4/25-4/29	1 - 18" x 24"	4/25/2011	1
May	Dexter High Drama - Play	4/18-5/1	1 - 4' x 8' 1 - 3' x 3' 1 - 18' x 24"	4/12/2010	3, 1, 19
	Community Band - Concert	4/18-5/1	2 - 2' x 4' 1 - 18" x 24"	1/31/2011	1,3,5
	Historical Scty. - Civil War meeting	4/23-5/2	5 - 22' x 14"	4/18/2011	1, 2, 9, 5, 4
	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 - 18" x 24"	3/14/2011	5, 10, 1, 2, 3
	St. Andrew's - Monthly Dinner	4/29-5/5	1 - 36" x 24"	12/9/2010	8
	Relay for Life	5/2-5/16	5 - 18" x 24"	5/2/2011	1, 4, 5, 6 (2)
	St. Andrew's - Quilt Show	5/6-5/14	1 - 36" x 24"	12/9/2010	8
	Friends of the Library - Book Sale	5/5-5/7	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20
	Historical Scty. - Civil War Dinner	5/6-5/20	1 - 4' x 8' 4 - 18" x 24"	5/2/2011	2, 6, 7, 21, 41
	St. Joseph - Plant Sale	5/7-5/15	2 - 18" x 24"	5/6/2011	1, 36
	Community Orchestra - Concert	5/11-5/22	2 - 3' x 4'	1/3/2011	5, 9
	Remodeled Home Tour	5/13-5/16	3 - 18" x 24"	5/4/2011	1, 15 (2), 20, 42
	Knights of Columbus-Chicken Broil	5/15-5/30	5 - 18" x 24"	5/6/2011	1, 2, 5, 6, 10

	Name of Group	Dates	Number Approved	Approval Date	Locations
June	Encore Theatre - Intermittent	5/9-6/5	2 - 36" x 24"	1/31/2011	15,16
	Ice Cream Social	5/22-6/4	5 - 18" x 24"	5/3/2011	1, 2, 6, 7, 36
	Dexter Soccer Club - Registration	5/28-6/18	5 - 18" x 24"	5/2/2011	5, 10, 4, 32, 11
	Historical Scty. - Civil War Days	5/29-6/12	2 - 4' x 8'	5/2/2011	1, 10
	St. Andrew's - Rummage Sale	5/31-6/11	4 - 18" x 24" 1 - 36" x 24"	5/25/2011	2, 4, 5, 6, 36
	Friends of the Library - Book Sale	6/2-6/4	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20
	Boy Scouts - Rummage Sale	6/15-6/18	2 - 4' x 5'	6/1/2011	1, 7
July	Encore Theatre - Intermittent	6/23-7/31	2 - 36" x 24"	1/31/2011	15,16
	St. Joseph - Festival	7/4-7/18	5 - 18" x 24"	5/24/2011	1, 2, 5, 6, 10
August	Friends of the Library - Book Sale	8/11-8/13	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20
September	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
	Methodist Church - Rummage Sal	9/11-9/25	2 - 2' x 3' 3 - 18" x 24"	3/14/2011	5, 10, 1, 2, 3
	St. Andrews - Blood Drive	9/15-9/26	2 - 28" x 22"	12/9/2010	8, 22
October	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
November	St. Andrew's - Monthly Dinner	10/28-11/3	1 - 36" x 24"	12/9/2010	8
	Friends of the Library - Book Sale	11/3-11/5	5 - 18" x 24"	11/19/2010	1,4,16, 19, 20
December	St. Andrew's - Monthly Dinner	11/25-12/1	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

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 - Cornerstone, 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 2, 26-Warrior Creek Park Driveway, 27-Dexter Flowers, 28-Terry B's, 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, 41 - Main/Jeffords, 42 - Third/Broad

** 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 to advertise for the market

AGENDA 6-13-11

Washtenaw County Sheriff's Activity Log

Area: 39 Dexter Village
Date Range: 05/01/2011 - 05/31/2011

Activity Log Citation by Area Report

Log ID: 262373 **Date:** 05/01/2011 **Location:** ANN ARBOR/INVERNESS **Ticket #:** SH 269534
Citation 1: C/I 30/25 **Citation 2:** C/I No Reg

Log ID: 262373 **Date:** 05/01/2011 **Location:** ANN ARBOR/INVERNESS **Ticket #:** SH 269535
Citation 1: C/I Impede **Citation 2:** C/I Speed

Log ID: 262521 **Date:** 05/02/2011 **Location:** BAKER / KENSINGTON

Log ID: 262616 **Date:** 05/02/2011 **Location:** HUDSON ST/GRAND ST **Ticket #:** N/A

Log ID: 262616 **Date:** 05/02/2011 **Location:** ANN ARBOR ST/HURON VIEW CT **Ticket #:** N/A

Log ID: 262668 **Date:** 05/03/2011 **Location:** ANN ARBOR/KENSINGTON **Ticket #:** SH272797
Citation 1: C/I SPEED

Log ID: 262801 **Date:** 05/03/2011 **Location:** BAKER RD/GRAND ST **Ticket #:** N/A

Log ID: 262871 **Date:** 05/04/2011 **Location:** DEXTER ANN ARBOR/LEXINGTON

Log ID: 262937 **Date:** 05/04/2011 **Location:** ANN ARBOR / INVERNESS ST

Log ID: 263026 **Date:** 05/04/2011 **Location:** HUDSON / DEXTER A2 **Ticket #:** SH272809
Citation 1: MISD License & Registration **Citation 2:** C/I Other: No proof of Ins

Log ID: 263273 **Date:** 05/05/2011 **Location:** 4TH / DOVER

Log ID: 263273 **Date:** 05/05/2011 **Location:** 4TH / DOVER

Log ID: 263305 **Date:** 05/05/2011 **Location:** DEX-A2/MEADOWVIEW

Log ID: 263495 **Date:** 05/06/2011 **Location:** CENTRAL/THIRD **Ticket #:** SH 269538
Citation 1: C/I 30/25

Log ID: 263521 **Date:** 05/07/2011 **Location:** MAIN/BAKER

Log ID: 263605 **Date:** 05/07/2011 **Location:** DEXTER ANN ARBOR RD/DAN HOEY RD **Ticket #:** N/A

Log ID: 263673 **Date:** 05/08/2011 **Location:** DEXTER ANN ARBOR/LEXINGTON

Log ID: 263705 **Date:** 05/08/2011 **Location:** BAKER / DAN HOEY **Ticket #:** SH-271098
Citation 1: C/I Other: Impede Traffic

Log ID: 263749 **Date:** 05/08/2011 **Location:** ANN ARBOR/KENSINGTON
Citation 1: C/I Speed **Citation 2:** C/I No proof of Ins.

Log ID: 263766 **Date:** 05/08/2011 **Location:** BAKER RD/GRAND ST **Ticket #:** N/A

Log ID: 263766 **Date:** 05/08/2011 **Location:** BAKER RD/GRAND ST **Ticket #:** N/A

Log ID: 264172 **Date:** 05/10/2011 **Location:** DAN HOEY/AA

Log ID: 264445 **Date:** 05/12/2011 **Location:** BAKER/GRAND

Log ID: 264445 **Date:** 05/12/2011 **Location:** DEXTER-A2/HUDSON

AGENDA 6-13-11
ITEM H-3

Log ID: 264445 **Date:** 05/12/2011 **Location:** BAKER/DAN HOEY **Ticket #:** SH 270118
Citation 1: C/I Other: NO PROOF INS

Log ID: 264482 **Date:** 05/12/2011 **Location:** MAIN / JEFFORDS

Log ID: 264666 **Date:** 05/13/2011 **Location:** DEX-A2/MEADOW VIEW

Log ID: 264666 **Date:** 05/13/2011 **Location:** BAKER/DAN HOEY

Log ID: 264666 **Date:** 05/13/2011 **Location:** BAKER/DAN HOEY

Log ID: 265087 **Date:** 05/15/2011 **Location:** DEXTER ANN ARBOR/LEXINGTON

Log ID: 265087 **Date:** 05/15/2011 **Location:** DEXTER ANN ARBOR/LEXINGTON

Log ID: 265087 **Date:** 05/15/2011 **Location:** DEXTER ANN ARBOR/LEXINGTON

Log ID: 265421 **Date:** 05/17/2011 **Location:** CENTRAL/MAIN

Log ID: 266020 **Date:** 05/20/2011 **Location:** DEXTER PICKNEY/WYLIE ROAD **Ticket #:** SH274830
Citation 1: C/I SPEED

Log ID: 266050 **Date:** 05/20/2011 **Location:** BAKER/DAN HOEY **Ticket #:** SH273128
Citation 1: C/I Other: NO TAIL LTS

Log ID: 266112 **Date:** 05/20/2011 **Location:** ANN ARBOR / DOVER

Log ID: 266112 **Date:** 05/20/2011 **Location:** ANN ARBOR / DOVER

Log ID: 266216 **Date:** 05/21/2011 **Location:** MAIN / ALPINE

Log ID: 266216 **Date:** 05/21/2011 **Location:** DEXTER A2 / LEXINGTON

Log ID: 266244 **Date:** 05/21/2011 **Location:** HURON/BROAD

Log ID: 266263 **Date:** 05/21/2011 **Location:** DEXTER ANN ARBOR/HUDSON **Ticket #:** SH272439
Citation 1: C/I Impeding

Log ID: 266263 **Date:** 05/21/2011 **Location:** DEXTER ANN ARBOR/HUDSON **Ticket #:** SH272438
Citation 1: C/I Impeding

Log ID: 266367 **Date:** 05/22/2011 **Location:** BAKER/MAIN

Log ID: 266508 **Date:** 05/23/2011 **Location:** DEXTER ANN ARBOR/LEXINGTON

Log ID: 266767 **Date:** 05/24/2011 **Location:** BAKER / GRAND **Ticket #:** SH-267834
Citation 1: C/I Other: Impede Taffic

Log ID: 266903 **Date:** 05/24/2011 **Location:** DEXTER-A2/HUDSON **Ticket #:** SH274105
Citation 1: C/I Defective headlights

Log ID: 266929 **Date:** 05/25/2011 **Location:** DEX-A2/MEADOWVIEW

Log ID: 267191 **Date:** 05/26/2011 **Location:** DEXTER ANN ARBOR AT DANHOEY **Ticket #:** SH 274837
Citation 1: C/I SPEED

Log ID: 267191 **Date:** 05/26/2011 **Location:** MAIN/HUDSON **Ticket #:** NONE

Log ID: 267196 **Date:** 05/26/2011 **Location:** DEX-A2/DAN HOEY **Ticket #:** SH 273131
Citation 1: C/I Other: NO PROOF INS

Log ID: 267196 **Date:** 05/26/2011 **Location:** BAKER/MAIN

Log ID: 267196 **Date:** 05/26/2011 **Location:** BAKER/DAN HOEY

Log ID: 267196 **Date:** 05/26/2011 **Location:** BAKER/HUDSON **Ticket #:** SH 270126
Citation 1: C/I Other: NO PROOF INS

Log ID: 267196 **Date:** 05/26/2011 **Location:** DEX-A2/INVERNESS **Ticket #:** SH 270125
Citation 1: MISD License & Registration

Log ID: 267196 **Date:** 05/26/2011 **Location:** DEX-A2/INVERNESS **Ticket #:** SH270124
Citation 1: C/I Defective headlights

Log ID: 267196 **Date:** 05/26/2011 **Location:** DEX-A2/CARRINGTON

Log ID: 267196 **Date:** 05/26/2011 **Location:** MAIN/BAKER

Log ID: 267196 **Date:** 05/26/2011 **Location:** DEX-PINC/ISLAND LK **Ticket #:** SH 270127
Citation 1: C/I Defective headlights

Log ID: 267258 **Date:** 05/26/2011 **Location:** ANN ARBOR/KENSINGTON **Ticket #:** SH 269540
Citation 1: C/I 30/25

Log ID: 267258 **Date:** 05/27/2011 **Location:** ANN ARBOR/KENSINGTON **Ticket #:** SH 269541
Citation 1: C/I 30/25 **Citation 2:** C/I No proof of INs

Log ID: 267378 **Date:** 05/26/2011 **Location:** DEXTER-A2/HUDSON **Ticket #:** SH 273134
Citation 1: C/I Follow too close

Log ID: 267403 **Date:** 05/27/2011 **Location:** BAKER/FOREST

Log ID: 267403 **Date:** 05/27/2011 **Location:** DEX-A2/MEADOW VIEW **Ticket #:** SH 273138
Citation 1: C/I Violation of posted speed limit

Log ID: 267430 **Date:** 05/27/2011 **Location:** ANN ARBOR/INVERNESS **Ticket #:** SH 269543
Citation 1: C/I 30/25 **Citation 2:** C/I No proof of Ins.

Log ID: 267430 **Date:** 05/27/2011 **Location:** ANN ARBOR/KENSINGTON **Ticket #:** SH 269542
Citation 1: C/I No seatbelt (Driver) **Citation 2:** C/I 30/25

Log ID: 267430 **Date:** 05/27/2011 **Location:** MEADOWVIEW/DEXTER-ANN ARBOR **Ticket #:** SH 269544
Citation 1: C/I Disobey traff signal

Log ID: 267583 **Date:** 05/28/2011 **Location:** DEXTER ANN ARBOR/LEXINGTON

Log ID: 267604 **Date:** 05/28/2011 **Location:** CENTRAL /4TH **Ticket #:** SH272447
Citation 1: C/I Impeding

Log ID: 267608 **Date:** 05/28/2011 **Location:** MAIN/BROAD **Ticket #:** SH 269546
Citation 1: C/I No Seatbelt (Driver) **Citation 2:** C/I No proof of Ins.

Log ID: 267608 **Date:** 05/28/2011 **Location:** ANN ARBOR/KENSINGTON **Ticket #:** SH 269545
Citation 1: C/I 30/25 **Citation 2:** C/I No proof of Ins

Log ID: 267656 **Date:** 05/28/2011 **Location:** BAKER RD/GRAND ST **Ticket #:** N/A

Log ID: 267656 **Date:** 05/28/2011 **Location:** BAKER RD/MAIN ST **Ticket #:** N/A

Log ID: 267722 **Date:** 05/29/2011 **Location:** MAIN/DEXTER CHELSEA

Log ID: 267770 **Date:** 05/29/2011 **Location:** ANN ARBOR/INVERNESS **Ticket #:** SH 269551
Citation 1: C/I Impede **Citation 2:** C/I Speed

Log ID: 267770 **Date:** 05/29/2011 **Location:** ANN ARBOR/INVERNESS **Ticket #:** SH 269550
Citation 1: C/I Impede **Citation 2:** C/I No proof of Ins

Log ID: 267770 **Date:** 05/29/2011 **Location:** ANN ARBOR/KENSINTON **Ticket #:** SH 269548
Citation 1: C/I 30/25 **Citation 2:** MISD Expired License

Log ID: 267770 **Date:** 05/29/2011 **Location:** ANN ARBOR/INVERNESS **Ticket #:** SH 269547
Citation 1: C/I 30/25 **Citation 2:** C/I No proof of Ins

Log ID: 267770 **Date:** 05/29/2011 **Location:** ANN ARBOR/INVERNESS **Ticket #:** SH 269552
Citation 1: C/I No proof of Ins **Citation 2:** C/I Speed

Log ID: 267770 **Date:** 05/29/2011 **Location:** ANN ARBOR/KENSINTON **Ticket #:** SH 269549
Citation 1: C/I 30/25

Log ID: 267792 **Date:** 05/29/2011 **Location:** FOREST/BAKER

Log ID: 267861 **Date:** 05/30/2011 **Location:** BAKER/MAIN

Log ID: 267861 **Date:** 05/30/2011 **Location:** MAIN/CENTRAL

Log ID: 267972 **Date:** 05/31/2011 **Location:** JEFFORD/MAIN

Log ID: 268029 **Date:** 05/31/2011 **Location:** ANN ARBOR / DOVER **Ticket #:** SH271046
Citation 1: MISD Expired License

Log ID: 268029 **Date:** 05/31/2011 **Location:** MAIN / ALPINE

Total Traffic Stops: 85
Total Citations Issued: 52
Total Citation1's: 37
Total Citation2's: 14
Total Citation3's: 1
Tickets Not Issued: 49
Traffic Stops that ended in an Arrest: 0

AGENDA 6-13-11
ITEM I-1

VILLAGE OF DEXTER - COMMUNITY DEVELOPMENT OFFICE
8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: REPORT
Date: June 13, 2011

Subdivision Connector – Construction has been delayed given the wet conditions in the project area. Anlaan has also requested a change order due to the MDEQ permitting restrictions that state that the work could not be completed in the winter. Anlaan bid the project anticipating completion of the work in the winter when the ground was frozen. Due to the MDEQ permit conditions work must now be completed in the summer and given the wetland clearing and the wet ground, clearing of the vegetation is more difficult, therefore requiring the change order. The change order request is attached. The current price of $108,775.62 will increase $3930. The pricing change slightly reduces the County funding allocation to the Mill Creek Park project. The Park Funding spreadsheet included in your packet has been updated to reflect this change order. The change order was authorized by the Council today (6/8) and will commence tomorrow.

Wellhead Protection Grant – Application has been made to the Michigan Department of Natural Resources for Wellhead Protection funding. The Village is receiving credit for $4700 of previous expenditures therefore the Village will received approximately $10,000 of funding for proposed Wellhead activities which include updating the Wellhead Protection Plan with the 5th well.

ZBA – The ZBA will meet on June 20th to review a request to determine if a single family use is less non-conforming than a previous commercial non-confirming use. The request was submitted by the Huddleston's for 7390 Dexter Ann Arbor (former Jazzercise Building).

Planning Commission

Article 7, Signs – The commission discussed the amendments proposed in the packet, specifically sign specifications, channel letter and box signs prohibited in the downtown and garage sale signs. There was also discussion on the layout revisions intended to make the ordinance easier to interpret.

Article 15B and 15D, ARC and BRC – The subcommittee reported on their subcommittee meeting, including but not limited to plans for a formal recommendation in August, details of comparisons among the 2 ordinances and additional recommendations that will be included in Article 7, Signs.

Medical Marihuana – Article 2, Definitions and Article 3, General Provisions – Public Hearings were held on both ordinances. There was no public comment. A staff presentation was provided on the law and the recommendation for the amendments based on the law and what is explicitly permitted

within it. Both ordinance revisions were recommended by the Planning Commission and will be presented to Council on June 27th.

K – Space Associates Site Plan – The plan was discussed, including but not limited to storm water management, landscaping, parking and elevations. The project is a mirror image of the building constructed in 2008 and meets all the provisions of the Village requirements. K –Space owner Daryl Bartlett also provided an overview of what K – Space does and the award that they received as the #1 Small Business Exporter of the Year nationally. K Space did over $80 million in sales last year. The plan will be before Council for approval on June 27th.

Master Plan – Attached is the updated 2011 Census Information and Survey Monkey data for the Master Plan Update. As information becomes available it will be added. A comprehensive update from Planning Consultant Carlisle Wortman is planned for the Planning Commission in August. Map amendments have been made and will be available at that time as well.

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

Thank you.

FILE 104

WORK ORDER

Michigan Department of Transportation 1137(10/06)

DISTRIBUTION: Original - Contractor
Copies - WCPARC
- Village of Dexter
- URS Corporation

*Indicate extra items of work with asterisk

NO. 1

CONTROL SECTION NO.	JOB NO.	FED NO.
DEXTER	6585	NA

CONTRACTOR
Anlaan Corporation

SUBJECT: **Wetland Clearing and Tree Removals**

This Work Order adds the following pay items to the Contract to provide for clearing and tree removal in the wetlands.

1) Clearing – The engineer estimates that 90% of the clearing in the Dexter portion of the contract will take place within the wetlands. The quantity change is estimated below along this breakdown.
2) Tree removal – The engineer estimates that all tree removals will take place in the wetlands for the Dexter portion of the contract. However, the original pay items will remain and be available for use if needed.

The quantities and change amounts are estimated below.

Final quantities shall be determined by field measurements.

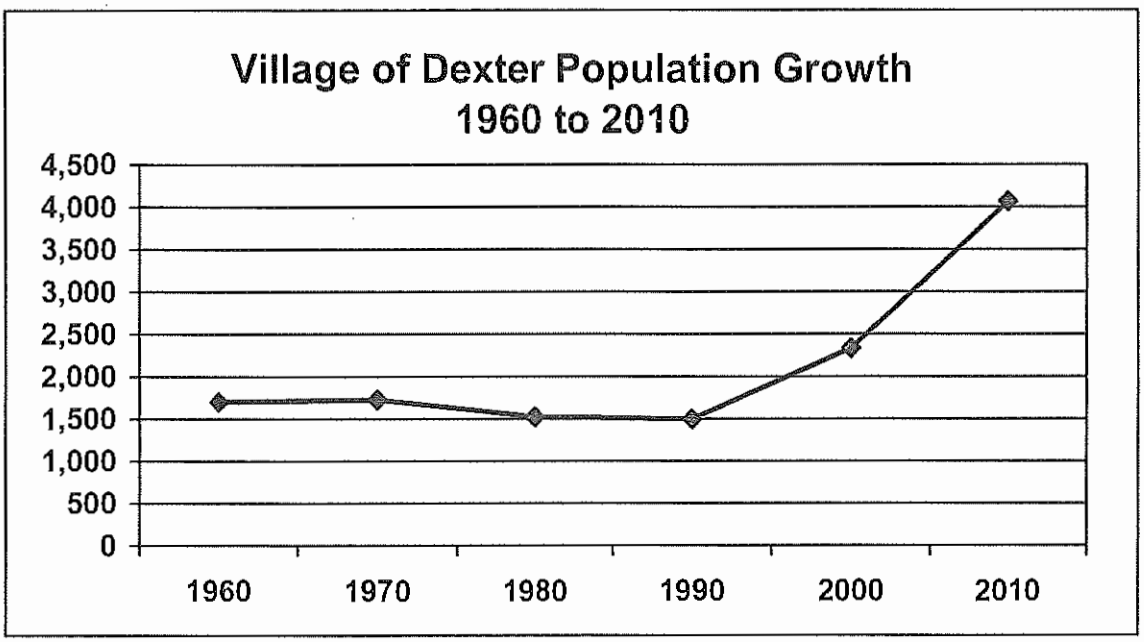
STATION	TO STATION	OTHER CHANGE	*EXTRA X

ITEM CODE NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	COST
2010001	Clearing	-0.09	Acre	$6,000	-$540
2027050	Clearing – Wetland	0.09	Acre	$18,000	$1620
2020002	Tree, Rem, 19 inch to 36 inch	-2	Ea	$500	-$1000
2027050	Tree, Rem, 19 inch to 36 inch - Wetland	2	Ea	$1,000	$2000
2020003	Tree, Rem, 37 inch or larger	-1	Ea	$1,500	-$1500
2027050	Tree, Rem, 37 inch or larger – Wetland	1	Ea	$2,000	$2000
2020004	Tree, Rem, 6 inch to 18 inch	-3	Ea	$100	-$300
2027050	Tree, Rem, 6 inch to 18 inch - Wetland	3	Ea	$250	$750
				EXT COST	$ 3930.00

CONTRACTOR	DATE	DELIVERY / PROJECT ENGINEER Coy Vaughn, WCPARC	DATE

2011 Master Plan Census Updates

Community	1960	1970	1980	1990	2000	2010	% Change 2000-2010
Village of Dexter	1,702	1,729	1,524	1,497	2,338	4,067	42.5%
Dexter Township	1,698	2,238	3,872	4,407	5,248	6,042	13.2%
Lima Township	995	1,281	2,124	2,132	2,224	3,307	32.7%
Scio Township	4,454	5,476	6,505	9,580	15,759	20,081	21.5%
Webster Township	1,286	1,981	2,760	3,235	5,198	6,784	23.4%
Washtenaw County	172,440	234,103	264,748	282,937	322,895	344,791	6.4%
State of Michigan	7,823,194	8,875,083	9,262,078	9,295,297	9,938,444	9,883,640	<-1%



Average Persons per Household

Community	1980	1990	2000	2010	% Change 2000-2010
Village of Dexter	2.60	2.36	2.31	2.56	10.8%
Dexter Township	3.08	2.87	2.80	2.71	-3.21%
Lima Township	3.24	2.90	2.76	2.76	0%
Scio Township	2.00	2.69	2.59	2.55	-1.54%
Webster Township	3.14	2.95	2.93	2.88	-1.71%
Washtenaw County		2.49	2.41	2.38	-1.24%
State of Michigan		2.65	2.56	2.49	-2.73%

Total Households by Community

Community	1980	1990	2000	2010	% Change 2000 -2010
Village of Dexter	588	633	1,013	1,590	56.96%
Dexter Township	1,265	1,527	1,863	2,225	19.43%
Lima Township	659	891	1,168	1,197	2.5%
Scio Township	2,147	4,113	6,070	7,857	29.44%
Webster Township	884	1,097	1,774	2,353	34.92%
Washtenaw County		105,114	125,327	137,193	9.47%
State of Michigan		3,424,122	3,785,661	3,872,508	2.3%

Percent of Population By Age Group and Median Age

Age Group	Village of Dexter	Dexter Township	Lima Township	Scio Township	Webster Township	Washtenaw County
0-4	8.7	5.2	6.3	2.9	5.1	5.5
5-9	9.6	7.3	7.2	7.6	7.8	5.8
10-14	8.5	7.7	7.2	7.8	8.9	5.8
15-19	5.9	7	6.7	6.6	8.2	8.8
20-24	2.9	3.6	2.9	4.3	3.4	11.7
25-29	5.5	2.7	4.9	4.7	2.5	7.8
30-34	6.9	3.9	5.6	5.3	3.5	6.4
35-39	9.6	6	6.4	6.7	5.6	6.1
40-44	10.5	8	6.4	8.3	8.6	6.5
45-49	8.4	9.4	8.5	8.5	10.1	6.8
50-54	5	9.5	9.5	8.3	9.8	6.8
55-59	5.3	9.4	8	8	9	6.2
60-64	4.3	7.5	7.5	6.5	6.8	5.1
65-69	2.5	4.8	4.4	4.3	4.3	3.4
70-74	1.9	2.8	3.2	2.3	2.1	2.2
75-79	1.4	2.1	2.1	1.7	1.3	1.7
80-84	1.5	1.3	1.3	1.4	1.1	1.4
85+	1.3	<1	1	1	<1	1.3
Median Age	36.2	43.8	41.5	40.5	42.8	33.3

Median Household Income (in 1999 dollars)	$43,434	$50,510	TBD
Households in Poverty	48 (8%)	26 (3%)	TBD
Persons in Poverty	71 (5%)	107 (5%)	TBD

Total Housing Units Available By Community

Community	1980	1990	2000	2010	% Change 2000 - 2010
Village of Dexter	613	676	1,106	1,704	54%
Dexter Township	1,330	1,850	2,168	2,612	20.5%
Lima Township	684	802	1,198	1,250	4.3%
Scio Township	2,215	3,590	6,338	8,251	30.2%
Webster Township	917	1,173	1,859	2,479	33.4%
Washtenaw County	98,173	111,256	131,069	147,573	12.6%

Dwelling Unit Owner/Renter Composition By Community

Community	Total Occupied Dwellings	Owner Occupied		Renter Occupied		Total Vacant		Total Housing Units
		Units	%	Units	%	Units	%	
Village of Dexter	1,590	1,172	68.7%	418	24.5%	114	6.6%	1,704
Dexter Township	2,225	2,058	78.7%	167	6.4%	387	14.8%	2,612
Lima Township	1,197	1,111	88.8%	86	6.8%	53	4.2%	1,250
Scio Township	7,857	6,290	76.2%	1,567	18.9%	394	4.7%	8,251
Webster Township	2,353	2,223	89.6%	130	5.2%	126	5%	2,479
Washtenaw County	137,193	83,483	56.5%	53,710	36.3%	10,380	7%	147,573

Table 11

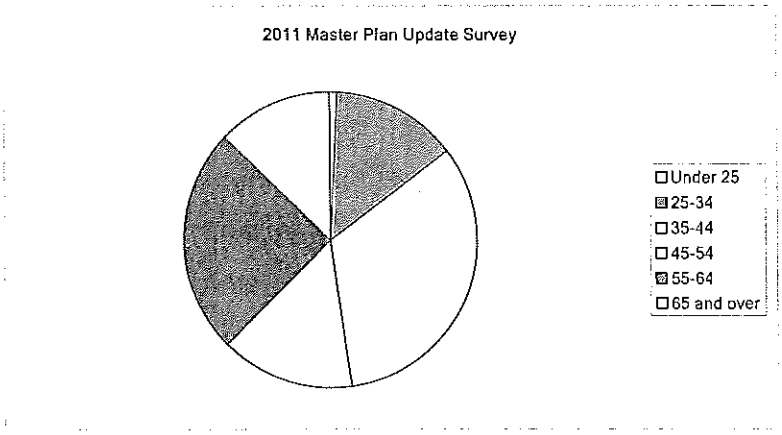
Village of Dexter SEV Plus IFT Growth

Year	State Equalized Valuation plus IFT	Percent Increase / (Decrease)
1997	$85,340,000	--
1998	$99,059,000	16%
1999	$120,324,000	21%
2000	$127,594,000	6%
2001	$140,673,000	10%
2002	$157,519,700	12%
2003	$189,975,500	21%
2004	$225,291,700	15%
2005	$243,126,450	7%
2006	$265,561,051	9%
2007	$271,219,500	2%
2008	$253,951,400	-6%
2009	$236,440,400	-7%
2010	$216,955,400	-8%
2011	$210,206,300	-3%

2011 Master Plan Update Survey

What is your age?

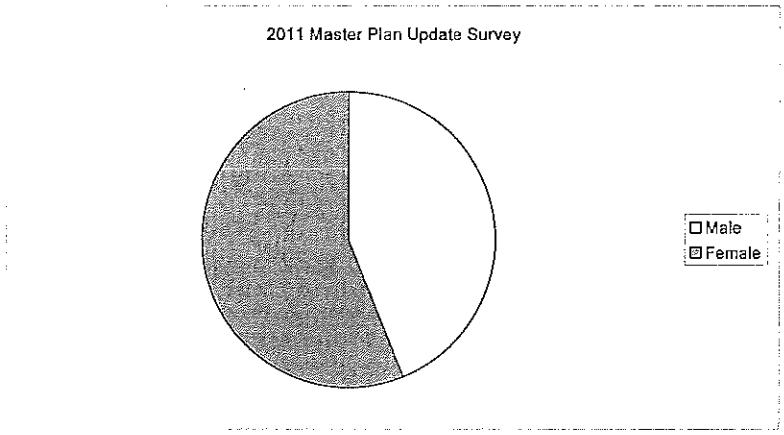
Answer Options	Response Percent	Response Count
Under 25	0.9%	1
25-34	13.8%	15
35-44	33.0%	36
45-54	14.7%	16
55-64	24.8%	27
65 and over	12.8%	14
answered question		109
skipped question		0



2011 Master Plan Update Survey

What is your gender?

Answer Options	Response Percent	Response Count
Male	44.0%	48
Female	56.0%	61
answered question		109
skipped question		0

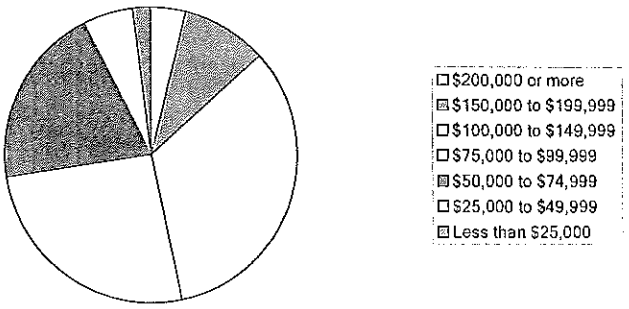


2011 Master Plan Update Survey

Please select your household income.

Answer Options	Response Percent	Response Count
$200,000 or more	3.8%	4
$150,000 to $199,999	9.5%	10
$100,000 to $149,999	33.3%	35
$75,000 to $99,999	25.7%	27
$50,000 to $74,999	20.0%	21
$25,000 to $49,999	5.7%	6
Less than $25,000	1.9%	2
	answered question	105
	skipped question	4

2011 Master Plan Update Survey

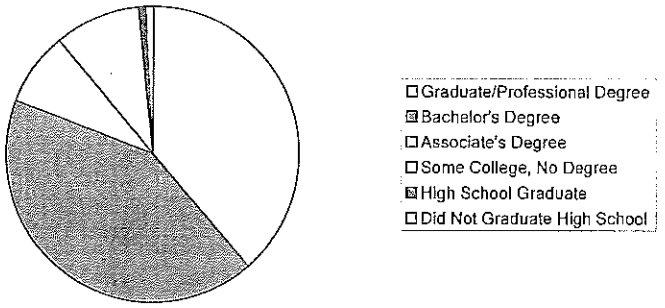


2011 Master Plan Update Survey

Please select your highest level of education?

Answer Options	Response Percent	Response Count
Graduate/Professional Degree	38.5%	42
Bachelor's Degree	42.2%	46
Associate's Degree	8.3%	9
Some College, No Degree	9.2%	10
High School Graduate	0.9%	1
Did Not Graduate High School	0.9%	1
	answered question	109
	skipped question	0

2011 Master Plan Update Survey

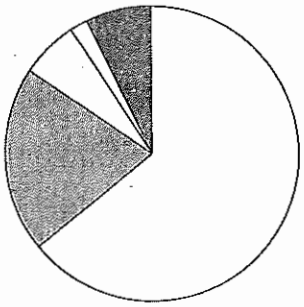


2011 Master Plan Update Survey

What is your current employment status?

Answer Options	Response Percent	Response Count
Employed	64.2%	70
Retired	20.2%	22
Self-Employed	6.4%	7
Unemployed	1.8%	2
Homemaker/Stay-at-Home Parent	7.3%	8
	answered question	109
	skipped question	0

2011 Master Plan Update Survey



- Employed
- Retired
- Self-Employed
- Unemployed
- Homemaker/Stay-at-Home Parent

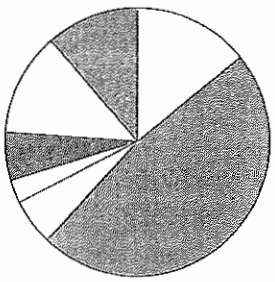
2011 Master Plan Update Survey

If you are employed, where do you work?

Answer Options	Response Percent	Response Count
Village of Dexter	14.1%	10
Ann Arbor	47.9%	34
Scio Township	5.6%	4
City of Chelsea	2.8%	2
Other Washtenaw County	5.6%	4
Home-based business	12.7%	9
Detroit Metro Area	11.3%	8
Other (please specify)		10
	answered question	71
	skipped question	38

Number	Response Date	Other (please specify)	Categories
1	Apr 12, 2011 9:00 PM	lenawee county	
2	Apr 12, 2011 7:54 PM	Lansing	
3	Apr 10, 2011 10:47 PM	Jackson County	
4	Apr 3, 2011 6:26 PM	Lansing	
5	Apr 2, 2011 10:53 PM	Jackson	
6	Apr 2, 2011 5:22 PM	Jackson	
7	Apr 2, 2011 1:12 PM	Flint	
8	Mar 29, 2011 10:30 PM	Pinckney	
9	Mar 29, 2011 10:01 PM	Work remotely for NY-based business.	
10	Mar 29, 2011 4:12 PM	Also in Fall I work in the Village of Dexter.	

2011 Master Plan Update Survey



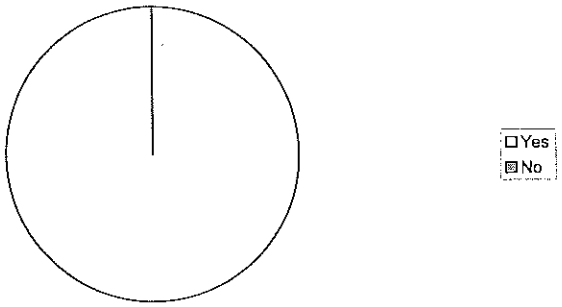
- Village of Dexter
- Ann Arbor
- Scio Township
- City of Chelsea
- Other Washtenaw County
- Home-based business
- Detroit Metro Area

2011 Master Plan Update Survey

Do you live in the Village of Dexter?

Answer Options	Response Percent	Response Count
Yes	100.0%	109
No	0.0%	0
answered question		109
skipped question		0

2011 Master Plan Update Survey

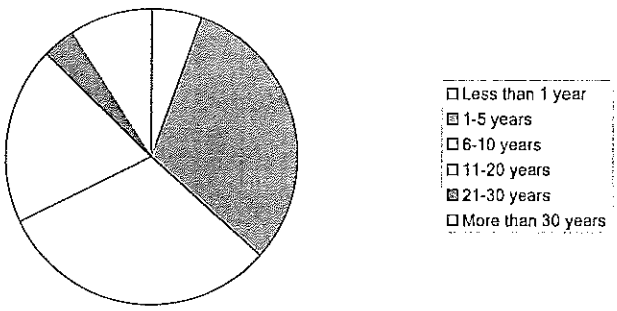


2011 Master Plan Update Survey

If yes to the previous question, please indicate how long you have been a resident of the Village of Dexter. If no, skip to the next question.

Answer Options	Response Percent	Response Count
Less than 1 year	5.5%	6
1-5 years	31.2%	34
6-10 years	31.2%	34
11-20 years	19.3%	21
21-30 years	3.7%	4
More than 30 years	9.2%	10
answered question		109
skipped question		0

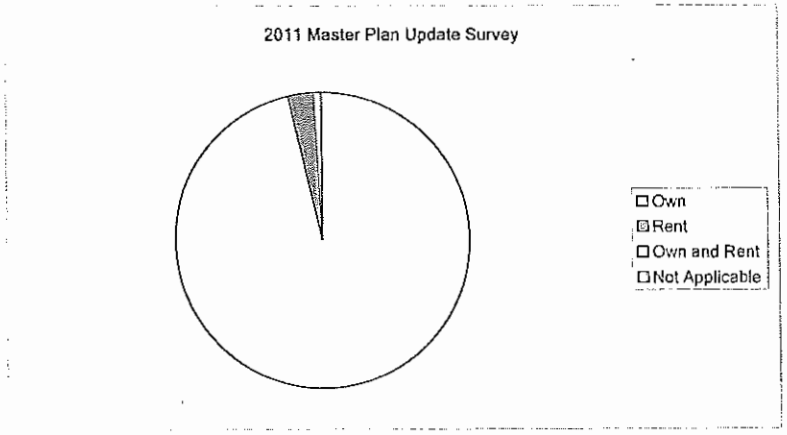
2011 Master Plan Update Survey



2011 Master Plan Update Survey

Do you own or rent property in the Village of Dexter?

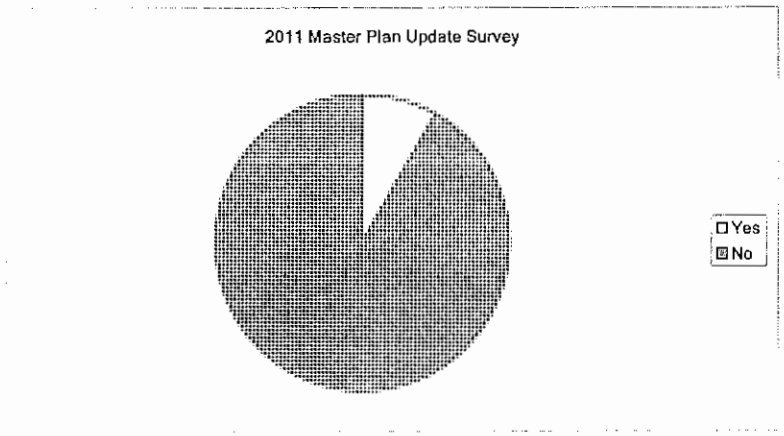
Answer Options	Response Percent	Response Count
Own	96.3%	105
Rent	2.8%	3
Own and Rent	0.0%	0
Not Applicable	0.9%	1
answered question		109
skipped question		0



2011 Master Plan Update Survey

Do you own a business in the Village of Dexter?

Answer Options	Response Percent	Response Count
Yes	8.3%	9
No	91.7%	100
answered question		109
skipped question		0



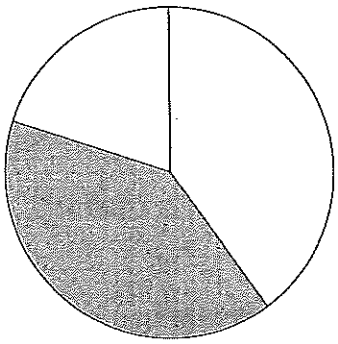
2011 Master Plan Update Survey

If you do not live in the Village of Dexter where do you live?

Answer Options	Response Percent	Response Count
Scio Township	40.0%	2
Dexter Township	40.0%	2
Webster Township	20.0%	1
Lima Township	0.0%	0
City of Ann Arbor	0.0%	0
Other (please specify)		1
	answered question	5
	skipped question	104

Number	Response Date	Other (please specify)	Categories
1	Apr 19, 2011 9:26 PM	Village of Daxter	

2011 Master Plan Update Survey



- Scio Township
- Dexter Township
- Webster Township
- Lima Township
- City of Ann Arbor

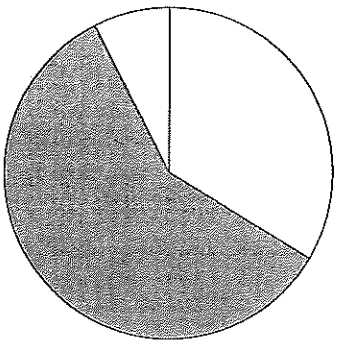
2011 Master Plan Update Survey

Please select the term that best describes your residence?

Answer Options	Response Percent	Response Count
Single-Family Traditional	33.6%	36
Single-Family Subdivision (Dexter Crossing, Huron	58.9%	63
Apartment	0.0%	0
Condominium or Duplex	7.5%	8
Other (please specify)		1
	answered question	107
	skipped question	2

Number	Response Date	Other (please specify)	Categories
1	Apr 13, 2011 1:08 PM	Owner occupied apartment building	

2011 Master Plan Update Survey



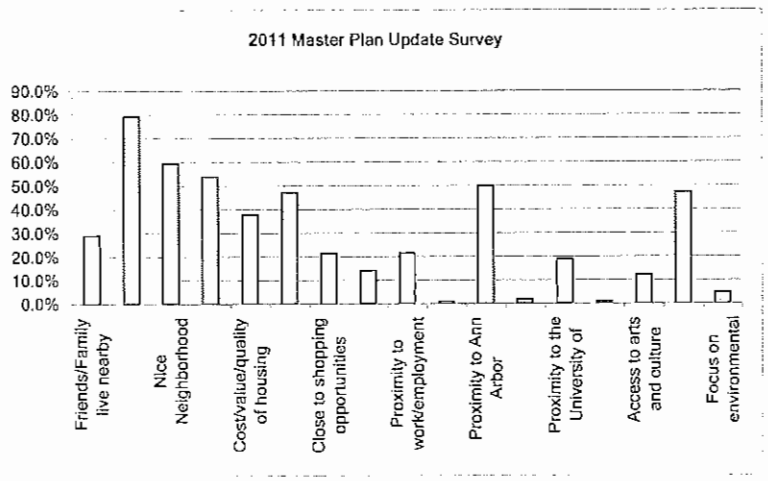
- Single-Family Traditional
- Single-Family Subdivision (Dexter Crossing, Huron Farms, Westridge)
- Apartment
- Condominium or Duplex

2011 Master Plan Update Survey

What are the 5 MOST favorable features of the Village of Dexter?

Answer Options	Response Percent	Response Count
Friends/Family live nearby	29.2%	31
Small town/historic character	79.2%	84
Nice Neighborhood	59.4%	63
Access to parks & recreation	53.8%	57
Cost/value/quality of housing	37.7%	40
Friendliness of people	47.2%	50
Close to shopping opportunities	21.7%	23
Proximity to expressways	14.2%	15
Proximity to work/employment	21.7%	23
Access to public transit	0.9%	1
Proximity to Ann Arbor	50.0%	53
Proximity to Detroit	1.9%	2
Proximity to the University of Michigan	18.9%	20
Proximity to other higher education institutions	0.9%	1
Access to arts and culture	12.3%	13
Dexter Community Schools	47.2%	50
Focus on environmental concerns	4.7%	5
Other (please specify)		8
	answered question	106
	skipped question	3

Number	Response Date	Other (please specify)	Categories
1	Apr 12, 2011 9:50 PM	Developing restaurant scene downtown and responsive village govt/services	
2	Apr 12, 2011 9:33 PM	Able to walk/bike to errands.	
3	Apr 3, 2011 6:31 PM	Outstanding, quick responding Village municipal services	
4	Apr 2, 2011 5:35 PM	City center (gazebo, etc.) and sidewalks from subdivision neighborhoods to access	
5	Apr 2, 2011 5:02 AM	proximity to metro parks	
6	Apr 1, 2011 11:32 PM	Proximity to church (Dexter United Methodist) and The Dexter Orchestra and Band	
7	Mar 29, 2011 4:27 PM	I especially like the fact that the majority of my needs are within walking distance	
8	Mar 29, 2011 3:17 PM	farmers market and library	



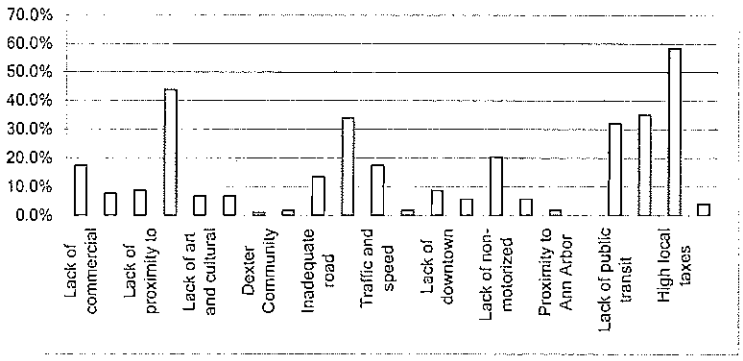
2011 Master Plan Update Survey

What are the 5 LEAST favorable features of the Village of Dexter?

Answer Options	Response Percent	Response Count
Lack of commercial development	17.5%	18
Too much commercial development	7.8%	8
Lack of proximity to employment	8.7%	9
Limited access to public transit	43.7%	45
Lack of art end cultural opportunities	6.8%	7
Lack of affordable housing	6.8%	7
Dexter Community Schools	1.0%	1
Lack of access to top tier schools	1.9%	2
Inadequate road maintenance	13.6%	14
Traffic congestion	34.0%	35
Traffic and speed enforcement	17.5%	18
Public safety	1.9%	2
Lack of downtown identity/feel	8.7%	9
Lack of parks & recreation options	5.8%	6
Lack of non-motorized transportation options	20.4%	21
Limited housing options	5.8%	6
Proximity to Ann Arbor	1.9%	2
Proximity to Metro Detroit	0.0%	0
Lack of public transit	32.0%	33
Lack of shopping options	35.0%	36
High local taxes	58.3%	60
Lack of focus on environmental issues	3.9%	4
Other (please specify)		25
	answered question	103
	skipped question	6

Number	Response Date	Other (please specify)	Categories
1	May 11, 2011 7:09 PM	Too many empty spots in downtown (really miss Busch's downtown). Gun range and buck pole!	
2	May 7, 2011 12:42 PM	existing vacant properties not mowed and kept neat..and there is no bi-law to enforce the upkeep of vacant lots in this village. Noxious weeds and rodents thrive in these lots. There needs to be a law against this neglect by owners.	
3	May 6, 2011 7:56 PM	Street maintenance in older section of villaga--curb & gutters needed on side streats. Less rental housing and or stricter restrictions for maintaining such housing, rental units need to have storage & parking areas provided by owner.	
4	May 6, 2011 7:29 PM	Lack of Ordinace enforcment, Lack of traffic/ speed enforcement	
5	May 5, 2011 12:34 AM	Lacks variety of options for dining out	
6	Apr 19, 2011 9:46 PM	Lack of Downtown Supermarkets and Lack of Restuarants	
7	Apr 14, 2011 5:20 PM	I like Dexter	
8	Apr 14, 2011 2:44 PM	Please keep tha village "naws boards" around town attractive and updated!	
9	Apr 13, 2011 1:14 PM	Poor sidewalks, no sidewalks in places.	
10	Apr 13, 2011 12:10 PM	lack of sidewalks on all village streets - at least one side of street	
11	Apr 13, 2011 1:49 AM	limited sidewalks	
12	Apr 12, 2011 10:55 PM	Many locals seem to faar change of any kind.	
13	Apr 12, 2011 9:50 PM	Downtown often not pedestrian-friendly on weekends and lack of safe bike/walk access from west	
14	Apr 12, 2011 9:33 PM	Lack of safe walking routes and connectivity to newer developments in the village.	
15	Apr 12, 2011 9:03 PM	Lack of attention to sidewalks: Missing on some streats and winter shoveling not enforced.	
16	Apr 12, 2011 8:48 PM	No Outdoor pool	
17	Apr 12, 2011 8:04 PM	lack of dining/restaurants with good, affordable food	
18	Apr 11, 2011 3:29 PM	Lack of a good Recreation Center, like Saline's; lack of a bigger Library	
19	Apr 3, 2011 10:16 PM	downtown trash; lack of strong community feel; lack of community group that really wants to see Dexter excel; lack of sidewalk system	
20	Apr 3, 2011 6:31 PM	Lack of diversity	
21	Apr 2, 2011 2:17 PM	need downtown grocery store again	
22	Apr 2, 2011 2:10 PM	Dexter is not friendly.	
23	Apr 1, 2011 11:47 PM	ban on keeping backyard chickens	
24	Apr 1, 2011 11:32 PM	(Lack of ---traffic/speed enforcement)	
25	Mar 29, 2011 10:05 PM	Property taxes are out of control.	

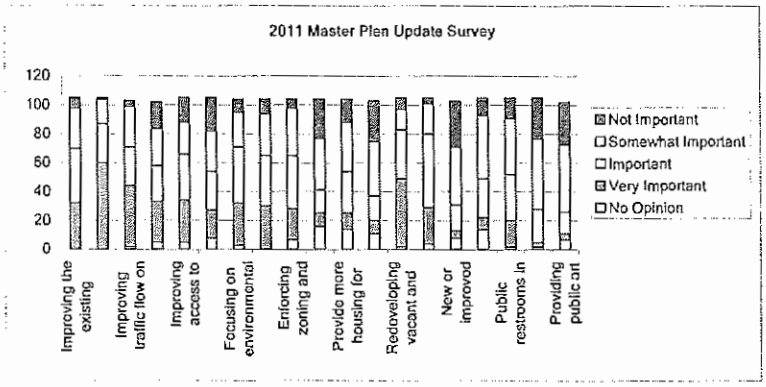
2011 Master Plan Update Survey



2011 Master Plan Update Survey

How important should each of the following be to the Village of Dexter government?

Answer Options	Not Important	Somewhat Important	Important	Very Important	No Opinion	Response Count
Improving the existing appearance of the downtown	7	28	38	32	0	104
Pedestrian and bicycle pathways	1	17	27	60	0	105
Improving traffic flow on primary roadways	4	28	27	42	2	103
Offering more frequent public transportation to Ann Arbor	18	26	25	28	5	102
Improving access to public transportation	17	22	32	29	5	104
Providing access to local and regional commuter rail	23	28	27	19	8	105
Focusing on environmental issues and energy efficiency	9	24	39	29	3	104
Providing additional parks and recreation opportunities	10	29	35	30	0	104
Enforcing zoning and building codes	6	33	37	21	7	104
Providing more housing for seniors	27	36	16	9	16	103
Provide more housing for young families	16	34	29	11	14	104
Provide more affordable housing	28	38	17	9	11	102
Redeveloping vacant and underutilized commercial	8	14	34	47	2	105
Encouraging historic preservation	4	21	51	25	4	105
New or improved Village Hall	32	40	18	5	8	103
New or improved Emergency Services Station	12	44	27	8	14	105
Public restrooms in the downtown	14	39	32	18	2	104
Providing additional public parking in the downtown	28	49	23	3	2	105
Providing public art	29	47	15	4	7	101
					answered question	106
					skipped question	3

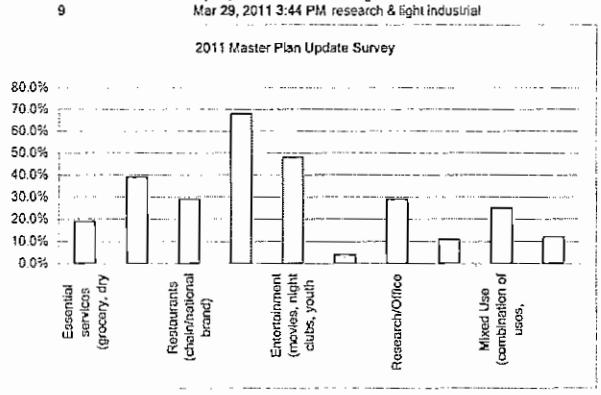


2011 Master Plan Update Survey

What types of commercial development could the Village of Dexter use more of? Check all that apply.

Answer Options	Response Percent	Response Count
Essential services (grocery, dry cleaners, hardware, etc.)	19.0%	19
Specialty shops, Boutiques, Independent Retail	39.0%	39
Restaurants (chain/national brand)	29.0%	29
Restaurants (independent)	68.0%	68
Entertainment (movies, night clubs, youth activities)	48.0%	48
Big Box stores (Meijers, Home Depot, Target)	4.0%	4
Research/Office	29.0%	29
Industrial	11.0%	11
Mixed Use (combination of uses, residential and	25.0%	25
None - There is enough commercial development	12.0%	12
Other (please specify)		9
	answered question	100
	skipped question	9

Number	Response Date	Other (please specify)	Categories
1	May 8, 2011 11:51 AM	Wine shop	
2	May 5, 2011 12:34 AM	Fill existing buildings. Keep downtown character and charm.	
3	Apr 14, 2011 2:44 PM	Small grocer in the village would be great..	
4	Apr 12, 2011 9:50 PM	A small grocery/deli/cafe downtown would be great!	
5	Apr 12, 2011 9:26 PM	fitness	
6	Apr 12, 2011 8:48 PM	Outdoor public pool	
7	Apr 7, 2011 12:19 PM	Fill up the empty office/commercial space in downtown. No new building until old spaces filled	
8	Apr 4, 2011 11:49 PM	No Big Box stores!!	
9	Mar 29, 2011 3:44 PM	research & light industrial	



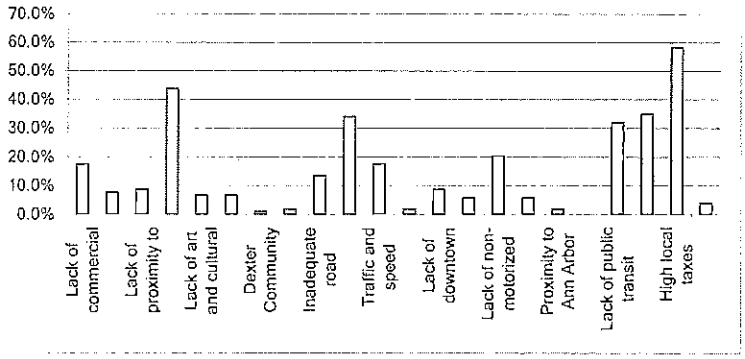
2011 Master Plan Update Survey

What are the 5 LEAST favorable features of the Village of Dexter?

Answer Options	Response Percent	Response Count
Lack of commercial development	17.5%	18
Too much commercial development	7.8%	8
Lack of proximity to employment	8.7%	9
Limited access to public transit	43.7%	45
Lack of art and cultural opportunities	6.8%	7
Lack of affordable housing	6.8%	7
Dexter Community Schools	1.0%	1
Lack of access to top tier schools	1.9%	2
Inadequate road maintenance	13.6%	14
Traffic congestion	34.0%	35
Traffic and speed enforcement	17.5%	18
Public safety	1.9%	2
Lack of downtown identity/feel	8.7%	9
Lack of parks & recreation options	5.8%	6
Lack of non-motorized transportation options	20.4%	21
Limited housing options	5.8%	6
Proximity to Ann Arbor	1.9%	2
Proximity to Metro Detroit	0.0%	0
Lack of public transit	32.0%	33
Lack of shopping options	35.0%	36
High local taxes	58.3%	60
Lack of focus on environmental issues	3.9%	4
Other (please specify)		25
	answered question	103
	skipped question	6

Number	Response Date	Other (please specify)	Categories
1	May 11, 2011 7:09 PM	Too many empty spots in downtown (really miss Busch's downtown). Gun range and buck pole!	
2	May 7, 2011 12:42 PM	existing vacant properties not mowed and kept neat..and there is no bi-law to enforce the upkeep of vacant lots in this village. Noxious weeds and rodents thrive in these lots. There needs to be a law against this neglect by owners.	
3	May 6, 2011 7:56 PM	Street maintenance in older section of village--curb & gutters needed on side streets. Less rentel housing and or stricter restrictions for maintaining such housing, rental units need to have storage & parking areas provided by owner.	
4	May 6, 2011 7:29 PM	Lack of Ordinace enforcment, Lack of traffic/ speed enforcement	
5	May 5, 2011 12:34 AM	Lacks variety of options for dining out	
6	Apr 19, 2011 9:46 PM	Lack of Downtown Supermarkets and Leck of Restuarants	
7	Apr 14, 2011 5:20 PM	I like Dexter	
8	Apr 14, 2011 2:44 PM	Please keep the village "news boards" around town attractive and updated!	
9	Apr 13, 2011 1:14 PM	Poor sidewalks, no sidewalks in places.	
10	Apr 13, 2011 12:10 PM	lack of sidewalks on all village streets - at least one side of street	
11	Apr 13, 2011 1:49 AM	limited sidewalks	
12	Apr 12, 2011 10:55 PM	Many locals seem to feer change of any kind.	
13	Apr 12, 2011 9:50 PM	Downtown often not pedestrian-friendly on weekends and lack of safe bike/walk access from west	
14	Apr 12, 2011 9:33 PM	Lack of safe walking routes and connectivity to newer developments in the village.	
15	Apr 12, 2011 9:03 PM	Lack of attention to sidewalks: Missing on some streets and winter shoveling not enforced.	
16	Apr 12, 2011 8:48 PM	No Outdoor pool	
17	Apr 12, 2011 8:04 PM	lack of dining/restaurants with good, affordable food	
18	Apr 11, 2011 3:29 PM	Lack of a good Recreation Center, like Saline's; lack of a bigger Library	
19	Apr 3, 2011 10:16 PM	downtown trash; lack of strong community feel; lack of community group that really wants to see Dexter excel; lack of sidewalk system	
20	Apr 3, 2011 6:31 PM	Lack of diversity	
21	Apr 2, 2011 2:17 PM	need downtown grocery store again	
22	Apr 2, 2011 2:10 PM	Dexter is not friendly.	
23	Apr 1, 2011 11:47 PM	ban on keeping backyard chickens	
24	Apr 1, 2011 11:32 PM	(Lack of ---traffic/speed enforcement)	
25	Mar 29, 2011 10:05 PM	Property taxes are out of control.	

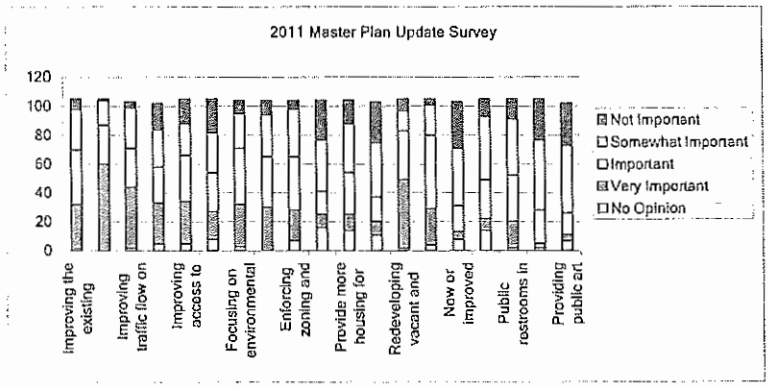
2011 Master Plan Update Survey



2011 Master Plan Update Survey

How important should each of the following be to the Village of Dexter government?

Answer Options	Not Important	Somewhat Important	Important	Very Important	No Opinion	Response Count
Improving the existing appearance of the downtown	7	28	38	32	0	104
Pedestrian and bicycle pathways	1	17	27	60	0	105
Improving traffic flow on primary roadways	4	28	27	42	2	103
Offering more frequent public transportation to Ann Arbor	18	26	25	28	5	102
Improving access to public transportation	17	22	32	29	5	104
Providing access to local and regional commuter rail	23	28	27	19	8	105
Focusing on environmental issues and energy efficiency	9	24	39	29	3	104
Providing additional parks and recreation opportunities	10	29	35	30	0	104
Enforcing zoning and building codes	6	33	37	21	7	104
Providing more housing for seniors	27	36	16	9	16	103
Provide more housing for young families	16	34	29	11	14	104
Provide more affordable housing	28	38	17	9	11	102
Redeveloping vacant and underutilized commercial	8	14	34	47	2	105
Encouraging historic preservation	4	21	51	25	4	105
New or improved Village Hall	32	40	18	5	8	103
New or improved Emergency Services Station	12	44	27	8	14	105
Public restrooms in the downtown	14	39	32	18	2	104
Providing additional public parking in the downtown	28	49	23	3	2	105
Providing public art	29	47	15	4	7	101
					answered question	106
					skipped question	3

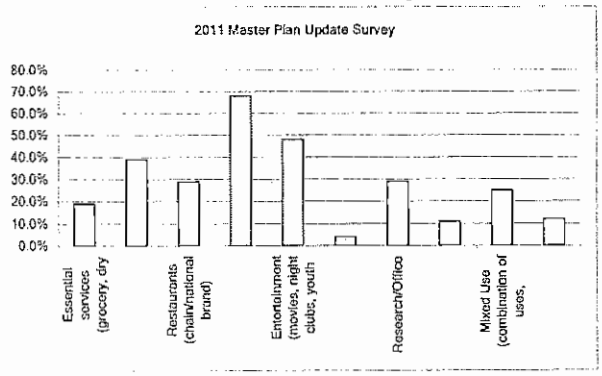


2011 Master Plan Update Survey

What types of commercial development could the Village of Dexter use more of? Check all that apply.

Answer Options	Response Percent	Response Count
Essential services (grocery, dry cleaners, hardware, etc.)	19.0%	19
Specialty shops, Boutiques, Independant Retail	39.0%	39
Restaurants (chain/national brand)	29.0%	29
Restaurants (independent)	68.0%	68
Entertainment (movies, night clubs, youth activities)	48.0%	48
Big Box stores (Meijers, Home Depot, Target)	4.0%	4
Research/Office	29.0%	29
Industrial	11.0%	11
Mixed Use (combination of uses, residential and	25.0%	25
None - There is enough commercial development	12.0%	12
Other (please specify)		9
	answered question	100
	skipped question	9

Number	Response Date	Other (please specify)	Categories
1	May 8, 2011 11:51 AM	Wine shop	
2	May 5, 2011 12:34 AM	Fill existing buildings. Keep downtown character and charm.	
3	Apr 14, 2011 2:44 PM	Small grocer in the village would be great..	
4	Apr 12, 2011 9:50 PM	A small grocery/deli/cafe downtown would be great!	
5	Apr 12, 2011 9:26 PM	fitness	
6	Apr 12, 2011 8:48 PM	Outdoor public pool	
7	Apr 7, 2011 12:19 PM	Fill up the empty office/commercial space in downtown. No new building until old spaces filled	
8	Apr 4, 2011 11:49 PM	No Big Box stores!!	
9	Mar 29, 2011 3:44 PM	research & light industrial	

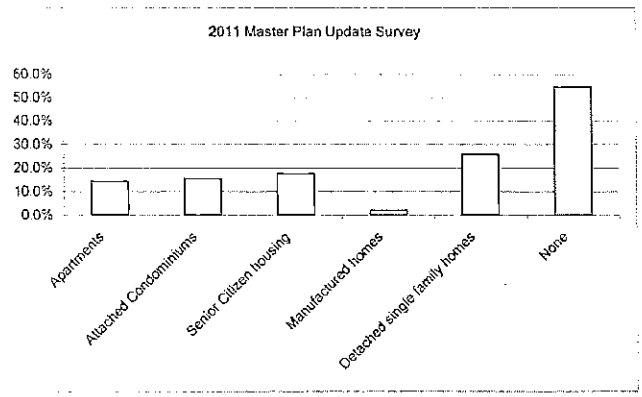


2011 Master Plan Update Survey

What type of residential development could the Village of Dexter use more of? Check all that apply.

Answer Options	Response Percent	Response Count
Apartments	14.4%	14
Attached Condominiums	15.5%	15
Senior Citizen housing	17.5%	17
Manufactured homes	2.1%	2
Detached single family homes	25.8%	25
None	54.6%	53
Other (please specify)		8
answered question		97
skipped question		12

Number	Response Date	Other (please specify)	Categories
1	May 5, 2011 12:34 AM	Mix. More character less cheaply built subdivision homes.	
2	Apr 26, 2011 12:44 PM	many homes and lots for sale or in foreclosure, no reason to develop further at this point.	
3	Apr 19, 2011 9:46 PM	Downtown Housing - affordable loft style condo's above businesses	
4	Apr 14, 2011 2:44 PM	Concerned about the number of rental properties and their appearance...	
5	Apr 12, 2011 9:50 PM	Residential over retail/office downtown; brownstone-style units along Forest or Grant	
6	Apr 3, 2011 2:50 PM	Need places of employment first then housing for employees will follow	
7	Apr 1, 2011 11:32 PM	(affordable)	
8	Apr 1, 2011 11:31 PM	I don't know	

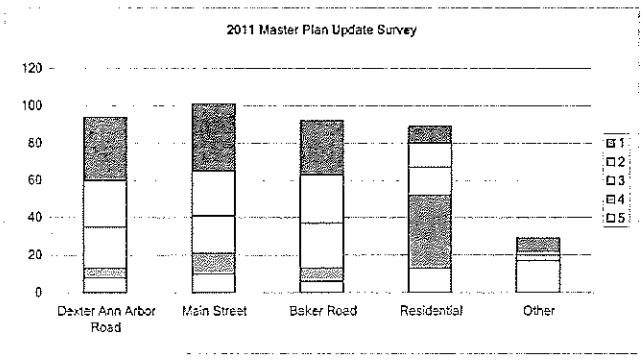


2011 Master Plan Update Survey

The Village of Dexter has several corridors that because of their location, unique character, or development potential require special attention. Please prioritize these areas that you feel need further study, development and/or redevelopment consideration and/or policy direction. Use the priority numbers 1

Answer Options	1	2	3	4	5	Response Count
Dexter Ann Arbor Road	34	25	22	5	8	94
Main Street	36	24	20	11	10	100
Baker Road	29	26	24	7	6	92
Residential	9	13	15	39	13	89
Other	7	2	3	0	17	29
Other (please specify)						13
answered question						101
skipped question						8

Number	Response Date	Other (please specify)	Categories
1	May 11, 2011 7:09 PM	Absolutely need to understand traffic flow and how to best move traffic thru downtown at peak times. That left turn light at Main and Central(?) is HORRIBLE.	
2	May 8, 2011 11:51 AM	Dexter Chelsea Rd	
3	May 7, 2011 12:42 PM	At rush hours, people wanting to beat the traffic lights are cutting through connecting residential streets to beat the lights on Dex/A2 Rd. These cars are speeding and create danger on an otherwise quiet residential street. Perhaps speed bumps on these side streets would suffice?	
4	Apr 19, 2011 9:46 PM	Railroad Corridor needs a common identity for the future	
5	Apr 19, 2011 5:53 PM	Mast Rd. Bridge & Central St	
6	Apr 12, 2011 9:50 PM	1. residential for Forest and Grant W of Baker; 2. downtown commercial adjacent to Creek; 3. Central St to Bridge	
7	Apr 11, 2011 12:19 AM	neighborhood streets (Fifth, Fourth, others considered to relieve commuter congestion on arterials at peak times	
8	Apr 10, 2011 1:48 AM	smaller side streets with access to commercial buildings	
9	Apr 3, 2011 6:31 PM	Central St	
10	Apr 1, 2011 11:31 PM	I don't know	
11	Mar 30, 2011 10:29 PM	central from park to bridge	
12	Mar 30, 2011 12:48 AM	Mast	
13	Mar 29, 2011 4:28 PM	note I am not familar with current zoning so am unsure if change is required	

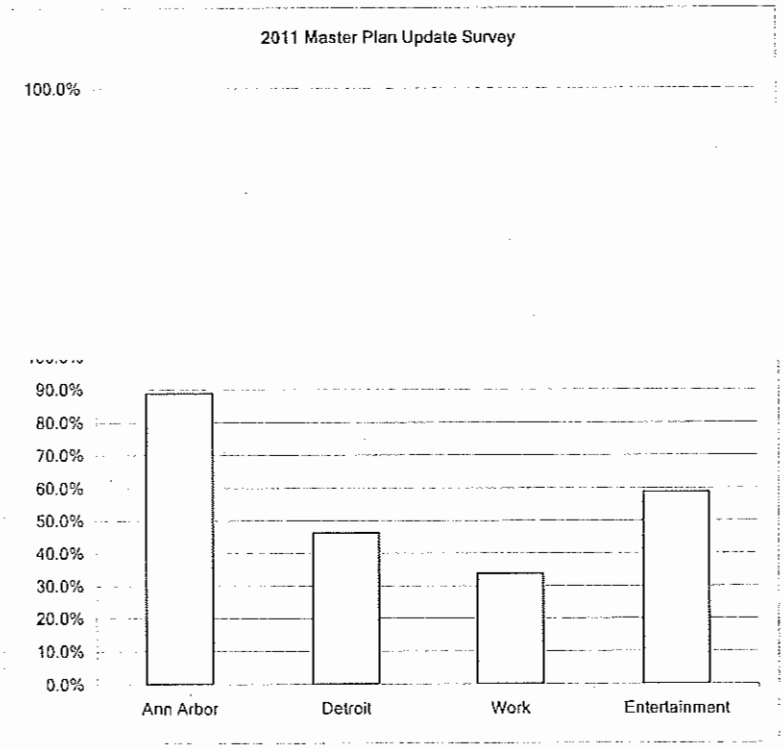


2011 Master Plan Update Survey

If public transit or light rail service was improved in Dexter would you be more likely to use it for any of the following destinations? Check all that apply.

Answer Options	Response Percent	Response Count
Ann Arbor	88.8%	71
Detroit	46.3%	37
Work	33.8%	27
Entertainment	58.8%	47
Other (please specify)		13
	answered question	80
	skipped question	29

Number	Response Date	Other (please specify)	Categories
1	May 7, 2011 1:02 PM	As the population ages there will be more of a need for this in the village in future...particularly to A2 for appointments etc.	
2	May 5, 2011 12:45 AM	Brighton, Novi	
3	May 4, 2011 8:15 PM	Metro airport	
4	Apr 20, 2011 2:41 PM	None	
5	Apr 14, 2011 6:22 PM	Detroit Metro Airport	
6	Apr 14, 2011 2:50 PM	Chicago	
7	Apr 13, 2011 1:17 PM	Chelsea	
8	Apr 12, 2011 9:35 PM	Teen transportation	
9	Apr 3, 2011 3:12 PM	doubt there is enough demand to a single destination to be economically viable.	
10	Apr 2, 2011 5:40 PM	Jackson	
11	Apr 2, 2011 2:21 PM	casinos	
12	Apr 2, 2011 2:55 AM	Airport	
13	Apr 1, 2011 1:50 AM	none	

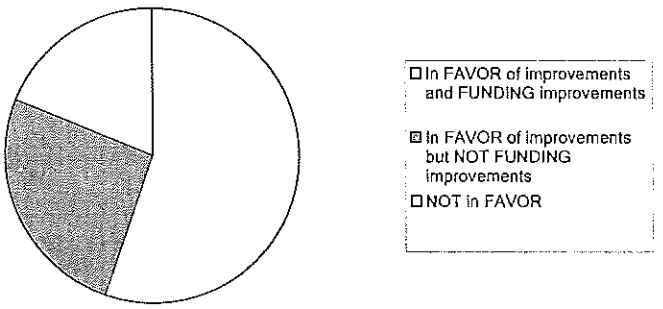


2011 Master Plan Update Survey

Would you be supportive of funding improvements to public transit or light rail service in Washtenaw County?

Answer Options	Response Percent	Response Count
In FAVOR of improvements and FUNDING	55.2%	53
In FAVOR of improvements but NOT FUNDING	26.0%	25
NOT in FAVOR	18.8%	18
answered question		96
skipped question		13

2011 Master Plan Update Survey

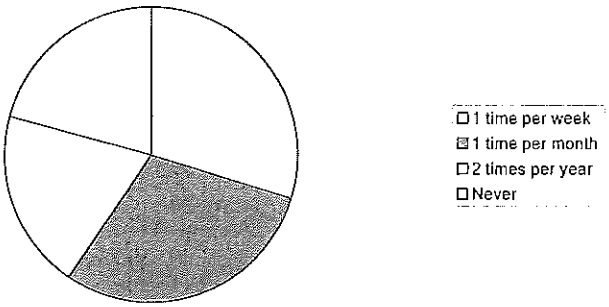


2011 Master Plan Update Survey

How often do you think that you would use rail service if available?

Answer Options	Response Percent	Response Count
1 time per week	29.7%	30
1 time per month	29.7%	30
2 times per year	19.8%	20
Never	20.8%	21
answered question		101
skipped question		8

2011 Master Plan Update Survey

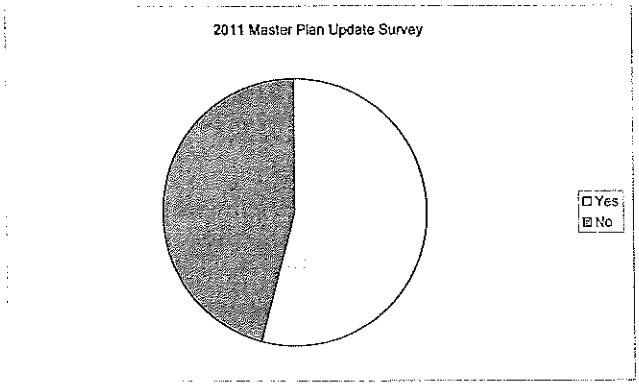


2011 Master Plan Update Survey

Would you like the Village to host another Town Hall meeting with information on the process of becoming a city and/or what it means to become a city or another topic?

Answer Options	Response Percent	Response Count
Yes	54.2%	52
No	45.8%	44
Other (please specify)		9
answered question		96
skipped question		13

Number	Response Date	Other (please specify)	Categories
1	May 5, 2011 12:45 AM	Just communication, no time to attend meetings.	
2	Apr 17, 2011 12:44 PM	I am a proponent of cityhood, but dont need another meeting	
3	Apr 14, 2011 5:22 PM	I think we should NOT become a City and it has been a huge waste of our tax dollars, We should focus on being the best Village in the State. The Boerd needs to play nicely with the Other Townships and vice versa and start thinking about their constituents and not about their own power trips.	
4	Apr 14, 2011 2:50 PM	Not sure what the advantages are...	
5	Apr 12, 2011 9:06 PM	I still do not understand the need even though I attended a meeting.	
6	Apr 3, 2011 3:12 PM	If state level approval is obtained then have meeting. No mention of this status since last Dec..	
7	Apr 2, 2011 2:21 PM	No good reason for cityhood that I heve heerd of !!	
8	Apr 1, 2011 5:43 PM	Why? Aren't we in the middle of the process?	
9	Mar 29, 2011 4:04 PM	I'm just upset it's taking so long..	

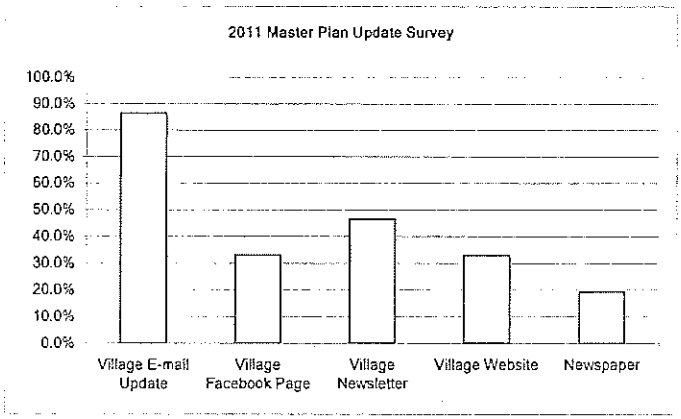


2011 Master Plan Update Survey

What methods of communication do you find most valuable to receive Village information? Check all that apply.

Answer Options	Response Percent	Response Count
Village E-mail Update	86.4%	89
Village Facebook Page	33.0%	34
Village Newsletter	46.6%	48
Village Website	33.0%	34
Newspaper	19.4%	20
Other (please specify)		1
answered question		103
skipped question		6

Number	Response Date	Other (please specify)	Categories
1	Mar 29, 2011 4:04 PM	Twitter	



2011 Master Plan Update Survey

Are there specific areas of concern that you have that you would like the Village of Dexter to address?

Answer Options	Response Count
	38
answered question	38
skipped question	71

Number	Response Date	Response Text	Categories
1	May 17, 2011 3:26 PM	Spaed limit in front of Country Market & Bucsh's should be lowered to 35 mph.	
2	May 11, 2011 7:12 PM	Could the old Cottage Inn be demolished to build a true intersection to transport people in and out of town? Please make the left turn light at Main and Central a blinking red light. It often caused stopped traffic for one car only.	
3	May 8, 2011 11:58 AM	This is a GREAT place to live!	
4	May 7, 2011 1:02 PM	I hope that the Village of Dexter maintains the fine police and fire departments that we presently heve. This is very important. We can be very proud of and thankful for our fire and police departments here. I feel safe living here in this village.	
5	May 6, 2011 11:00 PM	We need to see a sidewalk installed on Hudson Street from Fourth to Cottonwood Lane, as well as a sidewalk on Second Street (particularly between Hudson and Central Street). There has been a huge increase in residents not adhering to the speed limits, running stop signs, and allowing their dogs to defecate on public and private grass, and on the public sidewalks (all winter). We could have a stepped up patrols to address the traffic issue and increase public awareness of the the dog faces issue in the newsletterers, email updates, and Dexter Leader. It would be best to place this reminder up-front and not buried deep in the the newsletter or emeil update. The reminders should include what the fines will be if caught.	
6	May 6, 2011 8:52 PM	Main Street needs repair. I haven't heard anything about this happening.‖ You have not convinced me that becoming a city is something we should do.	
7	May 6, 2011 7:58 PM	Rental units/houses the owners need to be held accountable for their appearance.	
8	May 6, 2011 7:32 PM	Ordinances need to be enforced.	
9	May 5, 2011 12:45 AM	Keep small town charm. Large buildings, cookie cutter cheap construction taking away from thet small town look and feel. Northville and Plymouth are good examples of areas with new development that have maintained a small town feel.	
10	Apr 19, 2011 9:47 PM	Improve the pedestrian sidewalk crossings at both Railroad crossings. Enhance look of Mast Road Entrance to Village near Mast Road Bridge	
11	Apr 17, 2011 12:44 PM	I would like to see more curb and gutter and sidewalks in the core, older part of the village. Also, more property maintenence efforts and enforcement of ordinances.	
12	Apr 14, 2011 6:22 PM	Should support the medical marijuana initiative by being open to distributors and growers so long as they are in appropriate locations away from schools.	
13	Apr 14, 2011 5:22 PM	Do NOT become a City!!!	
		traffic/quality of life.‖	
14	Apr 14, 2011 2:50 PM	Cross walks in the main shopping area should be clear and cars should slow down and stop for pedestrians.	
15	Apr 13, 2011 1:17 PM	Cityhood, taxes	
16	Apr 13, 2011 1:55 AM	More complete sidewalks along roads.	
17	Apr 13, 2011 1:33 AM	More sidewalks‖Enforcement of speed limits‖Transportation to Ann Arbor	
18	Apr 12, 2011 8:49 PM	Need for outdoor public pool	
19	Apr 10, 2011 1:50 AM	Continue improving bike lanes and walking paths in the area	
20	Apr 4, 2011 11:53 PM	More historic preservation and art installations.	
21	Apr 4, 2011 9:18 PM	Speeders and better control over drivers who ignore stop signs.	
22	Apr 4, 2011 12:23 PM	More benches throughout the town so that people who are walking can stop and rest.	
23	Apr 3, 2011 6:34 PM	More recycling, especially for #5 plastics, styrofoam, cardboard; central drop off facility would be helpful.	
24	Apr 3, 2011 3:12 PM	Too much reliance on State and Federal grants. Both have unresolved budget problems, especially Federal. We should not depend upon others to fund our improvements.	
25	Apr 3, 2011 3:40 AM	Traffic, keep schools top notch	
26	Apr 3, 2011 2:56 AM	Understand how money is spent for those that pay the Village of Dexter taxes.	
27	Apr 3, 2011 12:10 AM	A by-pass around the central business district to break-up the congestion going to work and coming home. I don't think that many people are in the mood to stop and shop during these hours anyway.	
28	Apr 2, 2011 5:40 PM	Continue sidewalk, park and bike path development	
29	Apr 2, 2011 2:47 PM	Traffic enforcement in the "old" residential areas. Make the areas feel more connected like the newer subdivisions. Fifith Street is more like Dexter-Ann Arbor Road in terms of traffic and speeding and splits the area. The old areas are not very pedestrian-friendly. We need sidewalks and curb and gutter.	
30	Apr 1, 2011 5:43 PM	Would like Forest to be repaved, with the corner of Inverness and Forest made more gradual, access to the mailboxes on Inverness repaved in the appropriate arc, the street side parking on Forest nicely graveled...	
31	Mar 31, 2011 1:10 PM	Keep moving forwerd with cityhood project	
32	Mar 30, 2011 5:35 AM	Speeding and failure to obey stop signs.	
33	Mar 30, 2011 12:55 AM	Please complete the trail from DEXTER to DEXTER-HURON METROPARK as SOON AS POSSIBLE!	
34	Mar 29, 2011 10:45 PM	Would really like to see safer pedestrian/bicycle paths, especially in three areas: the north side of Dexter-Ann Arbor Road (the trip to Busch's can be dangerous coming up from the village, especially by the car dealership), Baker Road, and the railroad viaduct to points north.	
35	Mar 29, 2011 10:17 PM	Just really concerned about property texes and preventing them from going higher. The lower property values over the lest few years have been a bummer, but at least our taxes have gone down too. :) Hoping to see careful management of tax dollers so that our community can become more affordable.	
36	Mar 29, 2011 4:35 PM	Public Transit - with the close proximity of Dexter to Ann Arbor there really isn't a good reason we can't have more access to buses and take better advantage of AA's public transportation system. Also a Washtenew-Wayne County commuter rail system would be ideal (as well as a Washtenaw-Jackson County commuter rail system).	
37	Mar 29, 2011 4:32 PM	speed limit for the first quarter mile east of Dan Hoey on Ann Arbor/Dexter Road	
38	Mar 29, 2011 4:04 PM	Luring restaurants downtown with the quality of Terry B's and the Red Brick. (Even North Pointe before it closed) It's obvious if you are down there on Friday and Saturday nights that the economy can support one or two more.	

2011 Master Plan Update Survey

Is there anything else that you would like the Village of Dexter to consider?

Answer Options	Response Count
	29
answered question	29
skipped question	80

Number	Response Date	Response Text	Categories
1	May 11, 2011 7:12 PM	Thanks for all that you do. Dexter is an awesome place to live!	
2	May 8, 2011 11:58 AM	Nature trail or pedestrian access to Dexter Huron Metropark (bridge.)	
3	May 7, 2011 1:02 PM	Behind my lovely home in the village there is a vacant commercial property that is never mowed or cared for by the owner who has it for sale. The weeds grow to waist deep or more. There are many noxious weeds and also many types of rodents living in this eyesore that is right in the village on Dexter Ann Arbor Rd. This is appalling. I phoned the village office to raport this neglected lot and was told there was nothing that the village could do about the lot. This is redicuious. The village should tell the owners to keep it mowed or the village should do the mowing and add the charges to the owner's taxes plus a fine for non-compliance. This is how it is done in other municipalities. There needs to be something put in place to protect the neighbors of such deadbeats, whether they be domestic or commercial properties.	
4	May 5, 2011 12:45 AM	Bike and walking paths connecting parks, residential and businesses for transportation and recreation.	
5	Apr 14, 2011 6:22 PM	A light rail connecting Chelsea-Dexter-Ann Arbor and beyond would get a lot of use. I would use it to commute to work daily and to shop along the corridor.	
6	Apr 14, 2011 5:52 PM	Possibility of additional public park area/space for a open dog run.	
7	Apr 14, 2011 5:22 PM	Stopping the madness and waste of tax dollers on becoming a City and continue to offer charming new ideas like the bridge and landscaping and the skating rink.	
8	Apr 14, 2011 2:50 PM	Thanks for everything. I love the brush pick-up on Wednesdays!	
9	Apr 13, 2011 1:17 PM	Pathway from Village to Hudson Mills park. Continue with outdoor entertainment in Gazebo park during summer.	
10	Apr 13, 2011 1:55 AM	No marijuana dispansaries!	
11	Apr 13, 2011 1:33 AM	Filling the vacant stores with businesses	
12	Apr 12, 2011 9:06 PM	I find out local government to be very reponsive and council members do a fine job.	
13	Apr 12, 2011 8:16 PM	Provide discount in-home water treatment units for residents thet do not went fluoridated water. Accept more items for recycling. Update environmental section on web site.	
14	Apr 11, 2011 3:32 PM	It would be nice to have a recreation center/facility like Saline. We have many familias and a very long winter. A good, indoor recreational facility for village texpayers would be an excellent improvement on the quality of life in the village.	
15	Apr 11, 2011 12:24 AM	Historic district designation for individual structures and/or portions of the community (a ticklish subject with many, but an important tool in securing the long term stability and quality of historic areas within the community)	
16	Apr 4, 2011 11:53 PM	More traffic control, speeds can be very uncomfortable for residents.	
17	Apr 3, 2011 10:21 PM	Something more for kids to do around the gazebo in the summer time. Ice rink is great in the winter, but it would be nice to bring the kids downtown in the summer for something other than the DQ or bakery. The park at the river is too far away (feels remote) and their is no safe link between the park and library.	
18	Apr 3, 2011 6:34 PM	More encouragement/assistance with building plan for Dexter Wellness Center. This project is much needed and highly anticipated among residents.	
19	Apr 3, 2011 3:12 PM	Extending Mill Creek park walkway south to near Shield road is a nice FUTURE idea but NOT important near term. It should be funded locally, including townships. Lodi township should provide a portion of funding for a combined Fire Dept.; it was not included in recent newspaper articles giving funding amounts.	
20	Apr 2, 2011 5:40 PM	Love the community!	
21	Apr 2, 2011 2:53 PM	Don't get left behind by other surrounding communities. Try to attract young, educated families to live in the community. Making the schools known for excellence would be a strong selling point.	
22	Apr 2, 2011 2:47 PM	Do not allow medical marijuana distribution.	
23	Apr 1, 2011 11:51 PM	I don't understand why the planned ordinance that would have supported backyard chickens was changed to a ban. We are very disappointed, as we had planned to start keeping a few hens this year. I am surprised that a community that I thought was pretty progressive has gone against the movement toward more sustainable and locally produced food.	
24	Apr 1, 2011 5:43 PM	That the private association/subdivision rules are not necessarily the appropriate guidelines for the old Village.	
25	Mar 31, 2011 2:45 AM	I just have to comment that this survey had many questions I found to be worded poorly with choices that seemed strange to me. It made it difficult to understand how a response was really going to be halpful.	
26	Mar 30, 2011 12:55 AM	Notice how the upscale rastaurants have given way to more pedestrian ones over the last 6 years? Dexter looks upscale, but catering to families is where the money is. I STRONGLY encourage the Village to pursue independent eateries to relocate here in Dexter. SPECIFICALLY, I'd like to sea more Chinese and especially MEXICAN/SOUTHWESTERN restaurants in the area!	
27	Mar 29, 2011 10:45 PM	This isn't all in your hands, but a connector someday to the Hudson Mills bike paths would be fantastic--I believe it would be heavily used, and possibly have a real effect on community heelth and fitness. It's a historical oddity that our community basically borders a wonderful park, but to get to it we have to drive 4.5 miles! I think an entrance in town would really boost the attractiveness of living downtown for active families.	
28	Mar 29, 2011 4:04 PM	Stop spending so much time and money on public transportation and environmental issues. If you were to put these matters before the voters, they would fail every time. These are pet projects supported by a vocal minority, not the majority of the voters.	
29	Mar 29, 2011 4:00 PM	I am pro cityhood.	

AGENDA 6-13-11

ITEM I-3

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092 Phone (734)426-8303 ext 17 Fax (734)426-5614
enicholls@villageofdexter.org

MEMO

To: **President Keough and Council Members**
From: **Website Committee**
Date: **June 7, 2011**
Re: **Update**

The Website Committee met on June 6 and continued to work on finalizing a process to solicit proposals from web designers. Attached for your review are a draft proposal document and the agenda from the June 6 meeting. The current outline of the process moving forward is as follows:

- release proposal request
- select vendors to interview
- vendors attend interview to demonstrate their product/discuss their development process
- fee proposal requested from selected vendors
- Committee forms recommendation to Council

Please let any member of the Committee know if you have any thoughts/questions/concerns on the draft proposal document.

Village of Dexter
Website Committee Meeting
Monday, June 6, 2011

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

Target Timeline

- Cost estimate for inclusion in 2011-12 budget – June 1
- Website guidelines completed – June 20
- Update to Council – June 27
- Draft of RFP – July 12
- Final of RFP – July 18
- RFP's go out to website developers – July 20
- Proposals due from developers – August 19
- Contract entered into with website developer – August 31

Approach

General agreement was reached, at the Feb. 15th meeting, that the Committee should explore the idea of contracting out the development of a new website. Clear goals and standards for the site need to be established so they can be included in a request for proposal.

Agenda

1. Recap of May 16th meeting
    a. Discussion of RFPs and Example RFPs
    b. Is an RFP the best route to selecting a vendor/developer?
    c. What is the purpose of the RFP?
    d. What needs to be done prior to writing an RFP?
    e. Decision to request information from vendor about what they look for in an RFP

2. Review of information received from vendors
    a. Revise Software Systems
    b. eGovLink
    c. Realize Websites
    d. Do we need more information?

3. Next Steps
    a.
    b.
    c.
    d.
    e.

4. Next Meetings
    Monday, June 20; Tuesday, July 12; Monday, July 18

DRAFT
Village of Dexter, Michigan

REQUEST FOR PROPOSAL
For
Village of Dexter
Website Redesign Update?
Released: ***

INVITATION TO SUBMIT PROPOSALS

The Village of Dexter is accepting proposals from individual Vendors to plan and implement a website redesign as specified within this Request for Proposal.

Specifications and forms may be accessed or down loaded from the Michigan Intergovernmental Trade Network (MITN) website (www.govbids.com) or obtained at the Village Office, 8123 Main, Dexter, MI 48130

Sealed bid proposals should be:

Mailed to:	Delivered to:
Village of Dexter	Village of Dexter
Attention: Website Update	Attention: Website Update
8140 Main	8123 Main
Dexter, MI 48130	Dexter, MI 48130

All bid proposals must be received by 3:00 PM on *****, 2011, after which time no further bids will be accepted.

The Village reserves the right to reject any and/or all proposals received, waive informalities, or accept any proposal it deems to be in the Village's best interests. The Village is not obligated to accept the lowest bid or bids.

The Village is not obligated to reimburse responding Vendors for any expenses incurred in preparing or submitting proposals in response to this request, nor is the Village responsible for such expenses. All such expenses are solely the responsibility of the Vendor.

Marie Sherry
Finance Director/Treasurer
Village of Dexter

Published: Dexter Leader
Posted: MITN

ARTICLE II. - GENERAL

For purposes of this proposal the Village of Dexter will hereby be referred to as "Village" and the individual Vendor will hereby be referred to as "Vendor".

The Village of Dexter is a tax-exempt municipal government located in Washtenaw County. The Village provides services to approximately 4,067 residents. The Village's web site was established in 2002 to provide public access to information about services and activities offered by the Village and to communicate information about the Village. In an effort to improve these services to users, the Village would like to enhance its pages to include additional web services and to utilize advances in technology as outlined in the specifications section of this document. The purpose of the Request for Proposal (RFP) is to provide the Village with an improved web site that will:

- be intuitive for residents and users to navigate
- improve service to residents with additional features
- utilize standardized web-site features while maintaining a unique and consistent look
- be easy to maintain internally using a content management system

During the evaluation process, the Village reserves the right where it may serve the Village's best interest to request additional information or clarification from Vendors, or to allow corrections of errors or omissions. Vendors submitting proposals will be requested to make visual presentations as part of the evaluation.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Vendor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

INTERPRETATION

Request for additional information should be submitted in writing (or email) by *** to:

Marie Sherry
Village of Dexter
8140 Main
Dexter, MI 48130
(734) 426-8303
E-mail: msherry@villageofdexter.org

Such request for clarification of this RFP shall be delivered to the Village at least three business days prior to the date for receipt of proposals and must include the name and fax number of the Vendor.

PROPOSAL RESPONSE FORMAT

In order to facilitate the analysis of response to this request for proposal (RFP), Vendors are required to prepare their proposals in accordance with the instructions outlined in this section.

One (1) original and two (2) copies of the proposals must be received in the Village Office, 8123 Main (physical address), 8140 Main (mailing address), Dexter, Michigan by 3:00 p.m. ****, 2011. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the Village of Dexter.

Proposals should be prepared as simply as possible and provide a straight forward, concise description of the Vendor's capabilities to satisfy the requirements of the RFP. All parts, pages, figures, and tables must be numbered and labeled clearly. The proposal should be organized into the following major parts:

1. Executive Summary
2. Company Background
3. Implementation Plan and Timeline
4. Support and Maintenance
5. Client References
6. Range of Cost Form

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Failure to closely follow the proposal format may be cause for rejection of the proposal.

Executive Summary (Section 1)

This part of the response to the RFP should be limited to a brief narrative describing the process used in a website redesign. The summary should contain as little technical language as possible and should be oriented toward non-technical personnel.

Company Background (Section 2)

Vendors must provide the following information about their company so that the Village of Dexter can evaluate the Vendors' stability and ability to support commitments set forth in the response to the RFP. The Village of Dexter, at its option, may require a Vendor to provide additional documentation to support and/or clarify requested information.

The Vendor should describe the company's background including:

- How long the company has been in business
- A brief description of the company, including past history, present status, future plans, etc.
  - Note any parent/subsidiary relationships
  - Note any name changes/acquisitions

- Company size and organization
- Total number of employees. Number of full-time and part-time employees. Number of technical staff and certifications.
- Examples of government website redesigns or updates with references
- Examples of other website redesigns or updates with references
- Examples of websites that they support

Implementation Plan (Section 3)

The Vendor must provide, as part of the response, a detailed implementation plan for the entire project. It should include evaluation, re-design process, development, testing, conversion and training. The Village has reserved the right to determine the implementation timetable based on calendar and fiscal restraints. Implementation will not occur until all contract(s) are signed.

Support (Section 4)

Vendor must give a detailed description of the support options to be provided during and after the implementation of the proposed site. Support refers to software support, updates, and any ongoing costs.

The Village expects to maintain the site using Village staff, but would consider outsourcing maintenance of the web site.

Client References (Section 5)

Vendors must provide a complete client listing. Information must include the following information:

- Name of client and contact information
- Description, Cost and date of service that Vendor provided
- Internet address link to service you provided

Vendors must also include a listing of at least three client references, preferably governmental clients within the state of Michigan. Include the above information along with contact name and telephone number.

Range of Cost Form (Section 6)

An Estimated Range of Cost form is included. A final free proposal will be requested from vendors chosen by the Village to continue through the selection process.

ARTICLE III. – SPECIFICATIONS

1. Background

The Village currently has a website (http://www.villageofdexter.org) that provides residents, visitors, and those who do business within the Village with updated information about current events, news, and details about boards and commissions including meeting agendas and minutes. The current site contains a reference desk of documents and forms.

2. Objectives

The Village has identified the following objectives for the Web Site design:

A. Development Objectives

The Village of Dexter would like to create a customer focused web site using intuitive navigation controls that will allow for easy access to information by visitors to the site. The Village would like to redesign the current website utilizing the latest technology.

B. Balance Municipal Look & Feel with Unique Web Presence

Municipal sites are informative in nature and should clearly portray the purpose of the Village web site. The site should also portray a unique web presence that is attractive as well as functional while remaining in the "Municipal Family" of web sites. The Vendor will be expected to work with Village staff to develop the "look & feel" of the site to convey the Village's unique character.

C. Site Navigation and Organization

The site navigation should use modern tools/techniques to help guide visitors to their desired information. The site should incorporate, but not be limited to, these strategies:

a. A menu system as the primary navigation tool that shall remain static
b. Each department will have its own main page that will guide visitors to department specific news and services
c. Incorporation of the current site search engine
d. Full site map

D. Calendar Program

The Village is looking for a flexible calendar program. Features that are desired include the ability to view the calendar in either day or month format. In addition, the ability to add events to specific days with hyperlinks from those events that can lead to either a web page or a document (such as a PDF) is required. It is preferable that the calendar maintain the look and feel of the new web site.

E. E-mail Subscription

Another feature that is requested is the ability for visitors to sign up to mailing lists for various communications. Subscriptions would include, but are not limited to, the various boards and Commissions, departments, and general information. These lists would be setup by staff and would allow visitors to subscribe to the desired list.

F. Content Management System - Knowledge Transfer and Skills Training
The newly designed website will bring new technologies to the Village, and new ways to utilize existing technologies. The Village expects the Vendor to develop a content management system that allows staff members to update portions of the website. The Vendor will work closely with the webmaster and other staff members to answer questions and give demonstrations on the new site features.

It is expected that the Village will be maintaining and making enhancements to the site once initial development and implementation has been completed. It is not the intent of the Village to enter into a continuous maintenance relationship with the Vendor, though the Village may request the Vendor to provide non-routine design tasks in the future at the request of the Village.

The Vendor will be expected to provide a document that outlines the maintenance and support process.

G. Document Conversion Methodology
The Vendor is required to specify a means for converting the existing pages in the Village website into the new site format.

H. ADA Compliance
The Village requires that the web site adheres to the World Wide Web Consortium's (W3C) Web Accessibility Initiative to provide a website that will be compliant with the current Americans with Disabilities Act (ADA).

I. Future Enhancements and Technologies
The Village expects its web presence to be constantly evolving as new technologies are developed. In order to meet these changes, the web strategy needs to be flexible enough to enable any future additions to the site.

3. <u>Website Project Phases</u>
The following website project phase outline is provided to demonstrate what the Village anticipates the project will involve. This outline shall be further discussed with the awarded Vendor.

- **A. Concept**
  - **a. Determine Content**
    - **i.** Evaluate existing web content for inclusion with the new site
    - **ii.** Brainstorm & identify new content
    - **iii.** Document all content for the new site
    - **iv.** Document relationships between content for use later during site layout
  - **b. Navigation Structure**
    - **i.** Determine the functional top level navigation tabs
    - **ii.** Determine sub-level navigation options
  - **c. Acceptance**

        i. Concept report of findings and recommendations
        ii. Present to management

B. **Re-design**
    a. **Functional Specifications**
        i. Detail exactly how the website will operate
        ii. Specify all deliverables
        iii. Set specific milestones
    b. **Design Site Layout**
        i. Organize the site structure
        ii. Determine all the templates need for various functions
        iii. Determine a look & feel for the site, including color schemes, graphic elements & navigation tools
    c. **Mock-up Templates**
        i. Create visual models of how the user interfaces will operate
        ii. External web pages
    d. **Acceptance**
        i. Present to management
        ii. Implement suggestions made
        iii. Final Acceptance

C. **Development**
    a. **Create Templates**
        i. Code user interface templates for staff to add, change, or delete content
    b. **Design Web Applications**
        i. Develop server side objects and components
        ii. Develop client side scripts and controls
    c. **Testing**
        i. Develop user testing
        ii. Usability testing
    d. **Acceptance**
        i. Present to management
        ii. Implement suggestions made
        iii. Final Acceptance

D. **Conversion**
    a. **Document Conversion**
        i. Take current site pages and modify for new layout

E. **Implementation**
    a. **Install Web Applications**
        i. Install object and components developed
    b. **Site Testing**
        i. Usability testing
        ii. Stress testing
        iii. Load testing
    c. **Acceptance**
        i. Present to management

ii. Implement suggestions made
iii. Final Acceptance

d. **Go Live**
i. Replace current site with new site

F. **Training and Support/Maintenance**

a. **Train staff**
i. Provide training to staff
ii. Provide documentation that outlines content management system and maintenance process

b. **Support**
i. Provide Support Documentation
ii. List support number and hours of operations
iii. Process for obtaining and installing updates

ACTICLE IV - TERMS AND CONDITIONS

1. The Village reserves the right to reject any or all proposals or to award the contract to the next most qualified Vendor if the successful Vendor does not execute a contract within (10) days after the award of the proposal.

2. The Village reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

3. The process the Village expects to use for selection is: review of proposals, selection of vendors to participate in an interview and provide an interactive demonstration, request for fee proposal from selected vendors, review of all materials, and contract award by Village Council.

4. **Indemnity:** The contractor agrees to the fullest extent permitted by law to defend, pay on behalf of, indemnify and hold harmless the Village of Dexter, its elected and appointed officials, employees and volunteers and others working on behalf of the Village of Dexter 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, volunteers or others working on behalf of the Village of Dexter by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the contract.

5. **Non-Discrimination**: The contractor shall, when applicable, comply with the requirements of all Federal, State, and local laws and ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discrimininate against any employee or applicant for employment because of race, sex, creed, color, or national origin.

6. **Non-Assignability**: There shall be no change, modification, or alteration of the agreement, except in writing, signed by both of the parties. Neither party shall assign any of the rights under the agreement without prior approval, in writing, of the other.

7. **Insurance**: The contractor shall procure and maintain during the term of the contract the insurance coverages outlined below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the Village of Dexter.

   a. Workers' Compensation Insurance: The contractor shall procure and maintain during the life of the contract, Worker's Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

   b. Commercial General Liability: The contractor shall procure and maintain during the life of the Contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent.

   c. Motor Vehicle Liability Insurance: The contractor shall procure and maintain during the life of the Contract, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles.

   d. Additional Insured: Commercial General Liability, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: "The Village of Dexter, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with other insurance or similar protection available to the Additional Insureds, even though other available insurance be primary, contributing, or excess."

   e. Cancellation Notice: Thirty (30) days advance written notice of insurance cancellation, non- renewal, reduction and/or material change in coverage, will be provided to the VILLAGE. Notice of cancellation, material change or reduction must be attached to the Certificate of Insurance, or otherwise evidenced as in effect under the policy listed.

   f. Insurance Certificate to be Submitted with Bid: The contractor shall submit a copy of their standard insurance certificate, included with their bid, to the Village of Dexter.

   g. Proof of Insurance: The contractor shall, prior to the commencement of work under this contract, deliver to the Village of Dexter, certificates of insurance evidencing the coverages outlined above. If so requested, the contractor shall deliver to the Village of Dexter certified copies of all policies outlined above.

   h. If any of the above coverages expire during the term of this contract, the contractor shall deliver renewal Certificates of Insurance to the Village of Dexter at least ten (10) days prior to the expiration date thereof.

   i. Upon failure of the contractor to obtain or maintain such insurance coverage for the

term of the contract, the Village may at its option, purchase such coverage and subtract the cost of obtaining such coverage from any payment due to the contractor. In obtaining such coverage, the Village shall have no obligation to procure the most economical coverage but may contract with any insurer for such coverage.

8. The bidder whose proposal is accepted will be required to execute the contract and to furnish the insurance specified herein within 10 days after receiving notice of such acceptance; and in case of refusal or failure to do so shall be considered to have abandoned all rights and interest in the award and the contract may be awarded to another.

ESTIMATED RANGE OF COST FORM

Vendor Name: _____

Vendor Address: _____

Date Completed: _____

TO BE COMPLETED BY SUBMITTING FIRM.

Please include an estimated range of cost for the services outlined in the proposal document:

_____

A formal fee proposal will be requested by vendors selected by the Village to continue through the selection process.

AGENDA 6-13-11
ITEM I-4

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: **June 8, 2011**
Re: **Assistant Village Manager &**
Village Manager Report - Meeting of June 13, 2011

1. Meeting Review:
   - May 23rd – Meghan Bonfiglio, Partners for Clean Streams
   - May 24th – Cisco Title re: Close on 8077 Forest Street
   - May 25th – Facility Committee
   - June 1st – OHM Project Update Meeting see **attached summary**
   - June 2nd- Sean Burton, DCS re: Bus Hub
   - June 6th – Shawn Keough re: Manager Review

2. Upcoming Meeting Review:
   - June 8th – DAPCO Redevelopment Team
   - June 9th – Dexter, Dexter, Webster Work Group
   - June 10th – Legislative Update with Mark Ouimet
   - June 13th – Council Meeting
   - June 14th – 5H Meeting
   - June 16th – DDA Meeting
   - June 16th – Boundary Commission Legal Sufficiency Hearing
   - June 17th – OHM review Operation and Maintenance Manual

3. Health Insurance Update and Agent Change. **Attached is a memo** outlining the Health Care plan change for non-bargaining employees effective June 1, 2011. Also included is a recommendation to change our Health Care Agent to better service the village's account.

4. 5H Coalition Meeting. The next 5H coalition meeting is Tuesday, June 14, 2011 in the Copeland Board Room at 5:30. Anyone interested in helping develop a Comprehensive Wellness Plan for the Dexter Area please attend.

5. Wastewater Treatment Certification Test. Doug Schlaff tested for the D certification on May 26, 2011. The test results should be available in 60 days.

6. DAPCO Team Update. Provide a verbal update on the interview process with Cornerstone Design, Hobbs and Black, JJR/Smith Group and OHM/Bird Houk from the June 8th Team meeting. Consultants were asked to provide a fee proposal to complete concept site plans, project narratives, and building renderings.

7. LED Grant. The Village has received the final installment of $7500 from the State of Michigan's Energy Efficiency Block Grant Program. This brings the total received to $50,000. The project has been officially closed out by the State.

8. North Point Taxes. The Village has received payment in the amount of $4,238.01 which is the entire amount of personal property taxes owed to the Village by the former North Point.

9. Meadowview and Dexter Ann-Arbor. The parent of a child attending Mill Creek Middle School called to complain that the traffic at Meadowview and Dexter Ann Arbor during school pick-up time makes turning left from Dexter Ann Arbor into Mill Creek impossible. She suggested the Village install a traffic signal that provides a green arrow. Implementing this request would require a new traffic signal and an upgrade to the software that controls the signal.

10. Farmers Market. Staff received a call from Nancy Paul of Faith in Action asking if the Village would pursue accepting Bridge Cards (food stamps) as payment to vendors at the Farmers Market. Many markets throughout Michigan have started doing this to make fresh foods available to those receiving this benefit. We submitted the necessary paperwork with the United States Department of Agriculture (USDA) and were approved. This was done at no cost to the Village. A cost will not be incurred until we reach the point where we enter into a rental agreement for the point of sale device needed to make the transaction. We will be receiving information from the State of Michigan on the point of sale device and will then update Council on the cost associated with offering this service to determine whether or not to make it available. We have also registered with the State of Michigan to participate in Senior Project Fresh which provides coupons to low income seniors so they can purchase fresh produce. There is no cost to participate in this program.

11. Temporary Sign Permits. **Attached is an updated permit application** for temporary signs. It has been recently updated to steer groups towards putting the signs in specific locations. If anyone has any concerns please let us know.

12. Revenue Sharing. The State of Michigan's recently passed budget allows communities to request up to 67.8% of their 2009-2010 statutory revenue sharing payment through the Economic Vitality Incentive Program. This entitles the Village to request up to $4432. The details for distribution have not been finalized; **an update from the Michigan Municipal League and a summary sheet of the provisions is attached**. Once they are announced, staff will move forward with the paperwork to request payment through this program.

13. Huron Street. The Department of Public Works recently placed a temporary repair over a sink hole along Huron Street. Due to the condition of the street they solicited a quote to remove and replace the center section along entire length of Huron. The estimated cost for this work was $13,500.00. We would like to budget for this work in 2011-2012 as part of our asset management program. Huron Street is listed in the Capital Improvements Plan as a beyond FY16 project. Completing this repair will increase the life of the roadway and provide a smoother travel surface. Before the work is performed three competitive bids will be solicited to ensure the best pricing is obtained and it will be put before Council for final approval.

14. United Methodist Retirement Communities. The **Village was copied on a filing by United Methodist Retirement Communities to the Michigan Tax Tribunal**. They are disputing the 2011 tax valuation placed on the clubhouse with the argument that they are a tax-exempt non-profit organization and the clubhouse is used for their charitable purposes. The taxable value in question is $1,281,700 which, using the Village's millage rate of 13.5562 equates to $17,374.98.

15. Police Services. The Washtenaw County Board of Commissioners Ways and Means Committee (which is comprised of all the members of the Commission) unanimously approved the funding methodology for police services proposed by Sheriff Clayton. The official vote will be taken by the Commission on July 6. This means that the Village will see a 0% increase in 2012 and 1% increases in 2013-2015.The 0% increase has been included in all drafts of the 2011-2012 budget.

16. School Bus Hub. Christine Phillips and I met with Sean Burton DCS Facilities Manager, Sergeant Gieske, and Deputy Hilobuk at the High School on June 2nd. Safety and logistics including signage and entry gate access were the main topics. Christine is working with Kingscott, the School engineer, to finalize items the Village requires for the right of way and storm sewer approval.

17. DWRF 2010 Higgins Water Main Contract Closeout. Included in bills and payroll is the final payment on the Higgins Water Main Contract. An indemnification letter from Peerless (one of the subcontractors) and documentation for the Buy American Act for two remaining items will be secured before the check is released and the final closeout paperwork is signed.

18. Dexter Ann Arbor Run. I received a complaint from a Village resident that was unable to get to mass on time at St. Joseph's Church on Mast Road Sunday morning, June 5th the day of the Dexter Ann Arbor Run. I have contacted William Smith the Director of Operations for the Run and shared this complaint with him. He assured me that he made contact with the 5 churches surrounding the village and made arrangements to get them the information they needed to inform their parishioners well in advance. The resident is planning to make a written complaint that I will include in a future report and send to the Ann Arbor Run Director of Operations.

OHM Project Update Notes - June 1, 2011

EQ Basin - Contract closeout expected by the end of June. Sorenson Gross has two remaining punchlist items (downlookers, grass growth) to complete along with required documentation submission. Final payout expected on bills & payroll on June 13th or June 27th.

DWRF - Contract closeout expected by the end of June. Higgins working through remaining punchlist items (as-builts, grass growth) along with required documentation submission. Final payout expected on bills & payroll on June 27th.

Water System - Orthophosphate - OHM to solicit quotes from 3 vendors to complete work associated with the addition of orthophosphate. Design has been finalized and will be sent to the DEQ for approval. Award could be requested at the June 27th meeting. Project budget will include additional design work and construction oversight. Will need to budget for the work in 11-12.

DWRF 2011 - Plans are in to the DEQ. They have not replied with comments. Bidding will occur June 23. Part 2 application due to the state the week of June 13th - Council needs to approve CA/CE scope to include in the Part 2 application.

SRF Project Plan 2011 - Public hearing will be held on June 13th. Council will be asked to approve plan on the 27th. Will be a topic of a Council work session on June 13th.

Central Street - OHM will present an updated design proposal on June 27th that outlines the work that has been completed and the estimate for splitting the project into 2 phases.

Main Street - Proposal for design will be on June 13th agenda. Due to timing constraints work on the design has started based on Council input at the budget work session. OHM to work on coordinating the Village's Central Street design and the County Parks Border to Border Design.

Engineering Standards - Draft will be available next week for staff review.

School Central Bus Staging - OHM to prepare approval letter for right-of-way and stormwater work that the school needs to submit for their permits from the State of Michigan. Letter will be descriptive as to the information provided and not provided for the review. Christine to attend meeting with school staff and the sheriff's office on June 2.

K-Space - Second review of K-Space plans has been completed.

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 & Council Members**
From: **Courtney Nicholls, Assistant Village Manager**
Date: **June 3, 2011**
Re: **Health Insurance Update/Agent Change**

The Village made a plan change for non-union employees that added a $500/$1000 deductible. This change was effective June 1. These changes were reviewed by Council during the Village Manager review and budget workshop. When the final paperwork came through, it stated that with a $500/$1000 deductible, 10% co-insurance was required. This co-insurance has an out of pocket maximum of $1500/$3000 after the deductible is met. I was not aware of this requirement and it was not our intention to raise the potential out of pocket cost to that level. I spoke with our agent who has filed an appeal with Blue Care to change the plan to a $1000/$2000 deductible with no-coinsurance. If the appeal is granted it will take effect July 1. The premium for the $1000/$2000 family plan is approximately $150 less per family per month.

Over the past several months it has become clear that the Village could be better served by switching health care agents. Due to our small staff we need to have an agent that can keep us updated on law changes and provide us with clear plan options. I have spoken to three agents, Kapnick Insurance Group, Hantz Benefit Service, and Burnham & Flower to weigh the services they provide. All three would do an excellent job, however the additional services that Burnham & Flower provide make them the correct choice for the Village. Burnham & Flowers specialized in municipal employers and is currently the agent for Scio Township. They will provide the Village with the Other Post Employment Benefit (health care) actuarial free of charge, which is a $5000 savings. They can also act as a third party administrator and could establish and administer a flexible spending account for the employees free of charge. I reviewed a copy of a set of options they provided to a client during their benefit renewal period and it contained a cost analysis of over 30 options. Staff intends to make this change effective June 15. There is no direct cost to the Village as health care agents are paid directly from Blue Care Network. Blue Care pays a standard rate of 4% of the premium to all agents.

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

TEMPORARY COMMUNITY SPECIAL EVENT/INSTITUTIONAL SIGN PERMIT PUBLIC PROPERTY

Name of Organization: _____
Contact Person: _____
Organization Address: _____
Contact Phone and E-mail: _____

Event or Reason for Request: _____

Date of Event: _____

Dates Signs will be installed (within 2 weeks of event):_____ Removed: _____

Number of Signs Requested**_____ Size** _____
_____ _____

**Village Zoning Ordinances allows for a maximum of five (5) 18" x 24" signs – two (2) of which may be larger than 18" x 24" in accordance with Zoning Ordinance Section 7.07(6c)

Sign Locations (maximum of 5): Circle the locations from the list below. If you would like to request an alternate location please provide it with a reason why it needs to be in a location other than those listed.

Location Listing:		
Baker/Main Intersection (between street sign & traffic light pole)		Central near the Cider Mill
Corner of Main and Alpine	Baker/Cemetery	
Corner of Ryan and Dexter Ann Arbor	Along Dexter Ann Arbor between Dexter Plaza and the welcome sign	

_____

_____

By signing this application I understand/agree that:

1 – The signs must be approved by Village Staff **before** they are posted.
2 – My request should be received at least two (2) weeks prior to the starting date of the request.
3 – Placing the signs prior to approval is grounds for the request to be denied.
4 – The signs will be removed within 24 hours of the end of the approved period.
5 – The Village of Dexter is held **harmless and blameless** for any damages or injury resulting from any sign erected in the public right-of-way with permission of the Village.

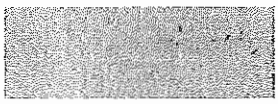
_____ _____
Signature of Applicant Date

OFFICE USE ONLY

Date Received: _____ Date Approved by Staff: _____

Donna Dettling

From: Michigan Municipal League [nbrown@mml.org]
Sent: Friday, May 27, 2011 8:25 AM
To: Donna Dettling
Subject: Issue Advisory: New Revenue Sharing Program Set



Issue Advisory: New Revenue Sharing Program Set

On May 26, 2011, the legislature passed an omnibus budget bill which finalized the criteria for the new statutory revenue sharing program called the Economic Vitality Incentive Program. The amount each community is able to qualify for is 67.8% of their 2009-10 statutory revenue sharing payment. No community who received less than $4,500 in total of statutory payments will be eligible to qualify.

The three criteria are listed in the attached document. The Department of Treasury is charged with setting up the certification process. The bill also states that the department is not required to review the documentation in order for communities to get their payments. Payments will go out as they have been, on the last day of every other month starting in October.

We will continue working with Treasury to determine when more information will be available for members regarding the certification process.

Summer Minnick is the Director of State Affairs for the League. She can be reached at (517) 908-0301 or sminnick@mml.org

Email management

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Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105

michigan municipal

Three Criteria for Qualifying for EVIP Payments

1. October 1, 2011 - Communities must have a citizens guide and dashboard for citizens. The dashboard must include unfunded liabilities.

2. January 1, 2012 – Communities must produce a plan with 1 or more proposals to increase existing levels of cooperation, collaboration and consolidation within their jurisdiction or with other jurisdictions. The plan must list previous efforts of cooperation, collaboration and consolidation and with any cost savings and estimates of any potential savings of future efforts.

3. May 1st, 2012 – Communities must certify they INTEND to implement the following employee compensation criteria for any new, modified or extended contract or employment agreements for employees not covered under contract or employment contract:

    a. New hires eligible for retirement plans will be placed on retirement plans that cap annual employer contributions:
        i. 10% of base salary if they are eligible for social security
        ii. 16.2% of base salary if they are not eligible for social security.
    b. For defined benefit plans:
        i. A maximum 1.5% multiplier if employee is eligible for social security. If there is no retiree health care, a maximum 2.25% multiplier.
        ii. A maximum 2.25% multiplier if employee is not eligible for social security. If there is no retiree health care, a maximum 3.0% multiplier.
    c. Also for defined benefit plans the final average compensation shall be computed using at a minimum 3 years compensation and can't include more than 240 hours of paid leave. It also cannot include over time.
    d. Health care premium costs for new hires shall include a minimum employee share of 20%, OR the employer's share shall be cost competitive with the new state preferred provider organization health plan on a per-employee basis.

BRIAN KASER PLC

721 NORTH CAPITOL AVENUE, STE. 2
LANSING, MI 48906

PH: (517) 374-9008
FX: (517) 374-9098

LEGAL COUNSEL TO

HEALTH CARE PROVIDERS
ELDER SERVICE ORGANIZATIONS
NONPROFITS

BRIAN A. KASER
BRIANKASER@KASERLAW.COM

CHRISTOPHER P. GARFIELD
CGARFIELD@KASERLAW.COM

May 31, 2011

Michigan Tax Tribunal
Department of Licensing and Regulatory Affairs
P.O. Box 30232
Lansing, MI 48909

Re: United Methodist Retirement Communities, Inc. v Webster Township

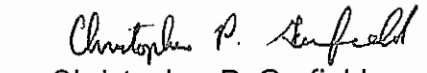
Dear Sir or Madam:

Please find enclosed for filing in the above-captioned matter an original copy of the Petition, along with an additional copy and the filing fee.

Also enclosed please find the Proof of Service on opposing counsel and interested parties.

Very truly yours,

BRIAN KASER, PLC



Christopher P. Garfield

ARS/Enclosure

cc: Webster Township, Respondent(s)
Kim Covert, Secretary of the local school board
Lawrence Kestenbaum, Washtenaw County Clerk
State Treasurer, Department of Treasury
Charlene Grendze, Webster Township Assessor
Mary Dee Heller, Webster Township Clerk
Raman Patel, Washtenaw County Equalization Director
Carol Jones, Dexter Village Clerk
John Thorhauer, United Methodist Retirement Communities, Inc.

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN TAX TRIBUNAL

United Methodist Retirement
Communities, Inc.,

Petitioner

v. MTT Docket No.: _____

Webster Township

Respondent(s).

_____/

PROOF OF SERVICE FOR PROPERTY TAX PETITION

April Streeter states that on May 27, 2011 she served a copy of the Petition relative to the above-captioned matter upon:

1) Respondent(s): Webster Township, 5665 Webster Church Road, Dexter, MI 48130
2) Secretary of the local school board: Kim Covert, Dexter Community Schools Board of Education, 7714 Ann Arbor Street, Dexter, MI 48130
3) County Clerk: Lawrence Kestenbaum, Washtenaw County Clerk, 220 N. Main Street, P.O. Box 8645, Ann Arbor, MI 48107
4) State Treasurer, Department of Treasury, Treasury Building, 430 West Allegan, Lansing, MI 48922

via first-class mail, with proper postage affixed thereto.

April R Streeter
Signature of person who is serving/mailing copy

April Streeter
Print/type name of person serving/mailing copy

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN TAX TRIBUNAL

United Methodist Retirement
Communities, Inc.,

Petitioner

v. MTT Docket No.: _____

Webster Township

Respondent(s).

_____/

PROOF OF SERVICE FOR PROPERTY TAX PETITION

April Streeter states that on May 27, 2011 she served a copy of the Petition relative to the above-captioned matter upon:

1) Assessor: Charlene Grendze, Webster Township Assessor, 5665 Webster Church Road, Dexter, MI 48130
2) Township Supervisor/Clerk: Mary Dee Heller, Webster Township Clerk, 5665 Webster Church Road, Dexter, MI 48130
3) County Equalization Director: Raman Patel, Washtenaw County Equalization Director, Washtenaw County Equalization & Property Description Department, 220 N. Main Street, Suite 210, P.O. Box 8645, Ann Arbor, MI 48107-8645
4) Clerk of Village: Carol Jones, Dexter Village Clerk, 8140 Main Street, Dexter, MI 48130

via certified mail, return receipt requested, with proper postage affixed thereto.

April Streeter
Signature of person who is serving/mailing copy

April Streeter
Print/type name of person serving/mailing copy

{00006080 - 1 }

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN TAX TRIBUNAL

United Methodist Retirement
Communities, Inc.,

Petitioner

v. MTT Docket No. _____

Webster Township

Respondent(s)

_____/

PETITION

Petitioner, United Methodist Retirement Communities, Inc., through its attorneys, Brian Kaser, PLC, petitions this Tribunal as follows:

1. Petitioner is a corporation whose principal office address is 805 W. Middle St., Chelsea, MI 48118.

2. Respondent, Webster Township levies and collects the property taxes on the subject property.

3. The property identification numbers are CD-03-31-320-001 and CD-99-20-001-918. Parcel CD-03-31-320-00 is classified as residential – improved, real property. Parcel CD-99-20-001-918 is classified as commercial, personal property. Petitioner's Property is presently used for services to elderly residents of the Village of Dexter. Petitioner believes that Petitioner's Property was originally designed to be used for its current purpose.

4. The property is located in the Village of Dexter, Washtenaw County and the school districts of Dexter Community Schools, Washtenaw Intermediate School District, and Washtenaw Community College.

5. This matter involves issues relating to taxable value and exemption.

6. For tax year 2011, Respondent determined an assessed value of $3,684,000, a state equalized value of $3,684,000 and a taxable value of $3,572,461 for Parcel CD-03-31-320-001. (Assessment is attached.)

7. For tax year 2011, Respondent determined an assessed value of $231,700, a state equalized value of $231,700 and a taxable value of $231,700 for the Personal Property (Parcel CD-99-20-001-918) (Assessment is attached.)

8. On March 18, 2011, Petitioner appeared before the appropriate local Board of Review and appealed the 2011 assessments of the subject property. The Board of Review denied the relief requested and affirmed the assessments.

9. Petitioner is a tax-exempt non-profit organization and the clubhouse component of the subject property is used for the charitable purposes of the Petitioner.

10. Petitioner contends that the clubhouse component of the subject real property, along with the personal property within the clubhouse is exempt from taxation and that Respondent incorrectly included the value of the clubhouse in its assessment.

11. Petitioner contends that the true cash value of the subject real property is $2,634,000 which would yield a state equalized value of $2,634,000 and a taxable value of $2,554,251. The amount in contention for Parcel CD-03-31-320-001 is $1,050,000.

12. Petitioner does not dispute the valuation of the subject personal property, but contends that the property is exempt from taxation. The amount in contention for Parcel CD-99-20-001-918 is $231,700.

13. The total amount in contention is $1,281,700.

14. Petitioner requests that the Tribunal find that the clubhouse component of the subject real property is exempt from taxation and that the value of the clubhouse, along with the personal property contained in the clubhouse, be excluded from the assessments. Petitioner requests that the Tribunal lower the assessed value and state equalized value of the real property to $2,634,000 resulting in a taxable value of $2,554,241.

Dated: 5/31/2011

By: Christopher Garfield

Brian Kaser (P-29591)
Christopher Garfield (P-68227)
BRIAN KASER, PLC
721 N. Capitol Ave. Ste. 2
Lansing, MI 48906
(517) 374-9008
(517) 374-9098 (fax)

General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: CD-03-31-320-001

Property Address [collapse]

8341 ISLAND LAKE RD
DEXTER, MI 48130

Owner Information [collapse]

UNITED METHODIST RETIREMENT COMM.
805 W. MIDDLE ST
CHELSEA, MI 48118

Unit: C

Taxpayer Information [collapse]

UNITED METHODIST RETIREMENT COMM.
805 W. MIDDLE ST
CHELSEA, MI 48118

General Information for Tax Year 2011 [collapse]

Property Class:	401	**Assessed Value:**	$3,684,000
School District:	81050 - DEXTER	**Taxable Value:**	$3,572,461
State Equalized Value:	$3,684,000	**Map #**	C-9-31-3
User Number Indx:		**Date of Last Name Chg:**	03/04/2008
		Date Filed:	N/A
		Notes:	N/A

Principal Residence Exemption	May 1st	Final
2011	0.0000 %	-
2010	0.0000 %	0.0000 %

Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2010	$1,154,400	$1,154,400	$1,052,175
2009	$241,500	$241,500	$241,500

Land Information [collapse]

	Frontage		Depth
Lot 1:	0.00 Ft.		0.00 Ft.
Lot 2:	0.00 Ft.		0.00 Ft.
Lot 3:	0.00 Ft.		0.00 Ft.
Total Frontage:	0.00 Ft.	**Average Depth:**	0.00 Ft.

Total Acreage:	14.78		
Zoning Code:	VR		
Land Value:	$487,740	**Mortgage Code:**	
Land Improvements:	$0	**Lot Dimensions/Comments:**	
Renaissance Zone:	N/A		
Renaissance Zone Expiration Date:	N/A		
ECF Neighborhood Code:	WE22 - VILLAGE		

Parcel: CD-03-31-320-001

General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: CD-99-20-001-918

Property Address [collapse]

8341 ISLAND LAKE RD
DEXTER, MI 48130

Owner Information [collapse]

UNITED METHODIST RETIREMENT COMM.
805 W. MIDDLE ST
CHELSEA, MI 48118

Unit: C

Taxpayer Information [collapse]

UNITED METHODIST RETIREMENT COMM.
805 W. MIDDLE ST
CHELSEA, MI 48118

General Information for Tax Year 2011 [collapse]

Property Class:	251	**Assessed Value:**	$231,700
School District:	81050 - DEXTER	**Taxable Value:**	$231,700
State Equalized Value:	$231,700	**Map #**	
User Number Indx:		**Date of Last Name Chg:**	10/20/2010
		Date Filed:	N/A
		Notes:	N/A

MBT Commercial	May 1st	Final
2011	100.0000 %	-
2010	100.0000 %	100.0000 %

Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2010	$0	$0	$0
2009	$0	$0	$0

Land Information [collapse]

	Frontage		Depth
Lot 1:	0.00 Ft.		0.00 Ft.
Lot 2:	0.00 Ft.		0.00 Ft.
Lot 3:	0.00 Ft.		0.00 Ft.
Total Frontage:	0.00 Ft.	**Average Depth:**	0.00 Ft.

Total Acreage:	0.00		
Zoning Code:			
Land Value:	$0	**Mortgage Code:**	
Land Improvements:	$0	**Lot Dimensions/Comments:**	
Renaissance Zone:	N/A		

Renaissance Zone Expiration Date:	N/A
ECF Neighborhood Code:	WE17 - PERSONAL PROPERTY

Sales Information

0 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page

AGENDA 6-13-11
ITEM I-5

Village President Report

Hello Residents and Fellow Council Members,

June is shaping up to be a busy month. Here is a summary of my activity since my last report and some of my future planned activities:

Activities Since my Last Report

May 25, 2011 – Facility Committee Meeting at Village offices with Trustee Smith, Trustee Cousins (partially attended), Village Manager Donna Dettling and Assistant Village Manager Courtney Nicholls. Included loose in the packet is a draft copy of the facility spreadsheet the committee has been working to create.

May 30, 2011 – Memorial Day Parade with available Council members

June 6, 2011 – Village website committee meeting with Trustees Jim Smith and Donna Fisher, Marie Sherry and Courtney Nicholls. An update from the meeting is provided under subcommittee reports.

June 6, 2011 – Village Manager Review Meeting with Donna Dettling

June 7, 2011 – Dexter/Chelsea Combined Chamber of Commerce Golf Outing

Future Activities

June 8, 2011 – DAPCO Redevelopment Team meeting – The team will be interviewing consultants and reviewing proposals at this meeting.

June 10, 2011 – Legislative Update meeting with State Representative Mark Ouimet

June 13, 2011 – Village Council Meeting

June 15, 2011 – Regional Fire Department meeting

June 16, 2011 – Downtown Development Authority meeting

June 16, 2011 – State Boundary Commission Meeting (Lansing) – The Village's petition for Cityhood will be considered for legal sufficiency at this meeting. I am planning to attend this meeting along with our Assistant VM Courtney Nicholls, our Cityhood Attorney Tom Ryan and representatives from our Engineering Consultant OHM. A copy of the review letter written by the State Boundary Commission is attached to my report.

June 21, 2011 – DDA Bond Restructuring meeting

June 22, 2011 – MDEQ project site visit (tentative)

June 27, 2011 – Village Council Meeting – Key items will include adoption of the 2011/2012 Budget, 2010/2011 Budget amendments, Public Hearing and Consideration of Amendments to the Village's Ordinances for Adding Medical Marihuana Home Occupation and Home Use, and Public Hearing and Consideration of amendments to Chapter 54 of the Villages General Code, Traffic and Vehicles.

It is hard to believe that 2011 is nearly half over, but I look forward to the next fiscal year for the Village of Dexter!

July 11, 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)

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF CONSTRUCTION CODES
IRVIN J. POKE
DIRECTOR

STEVEN H. HILFINGER
DIRECTOR

STATE BOUNDARY COMMISSION
BUREAU OF CONSTRUCTION CODES

Meeting Location:
2501 Woodlake Circle - Conference Room 3/First Floor
Okemos, MI 48864

June 16, 2011
10:00 a.m.

AGENDA

DOCKET #10-I-2: WASHTENAW COUNTY

Determination of legal sufficiency of a petition proposing Incorporation of the Village of Dexter as a Home Rule City.

a. Call to Order and Determination of Quorum.
b. Opening Statement.
c. Comments and/or Presentations by Involved Parties and Commission Staff.
d. Public Comment.
e. Commission Questions/Discussion/Deliberation.
f. Commission Action.
g. Adjourn.

MATERIAL FOR THIS AGENDA WILL BE AVAILABLE ON THE WEB TEN DAYS PRIOR TO THE MEETING AT:

- **www.michigan.gov/sbc**
- **CLICK ON "STATE BOUNDARY COMMISSION RESPONSIBILITIES AND MEETING SCHEDULE."**
- **REFER TO THE RESPECTIVE MEETING DATE TO ACCESS AGENDA AND DOCKET MATERIAL.**

THESE AGENDA ITEMS WILL BE CONSIDERED AT 10:00 A.M., OR AS SOON THEREAFTER AS THEY MAY BE HEARD.

IF YOU HAVE ANY QUESTIONS ABOUT THIS MEETING,
PLEASE CALL (517) 241-6321 BEFORE 4:00 PM ON THE DAY BEFORE THE MEETING.

PLEASE VERIFY YOUR ATTENDANCE BY TELEPHONE AT (517) 241-6321 OR EMAIL OBRIENK@MICHIGAN.GOV BY JUNE 6, 2011 TO INSURE REPRESENTATION FROM ALL INVOLVED PARTIES AND A QUORUM OF BOUNDARY COMMISSIONERS.

Please make sure all cell phones, pagers, and other personal electronic devices are either turned off or set to vibrate. The meeting site is accessible and includes handicapped parking. In order to enhance accessibility for everyone, individuals attending the meeting are encouraged to refrain from using heavily scented personal care products. Persons with disabilities requiring additional accommodation in order to participate should contact the Boundary Commission Office by either telephone (517-241-6321) or email (obrienk@michigan.gov) at least ten business days in advance.

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF CONSTRUCTION CODES
IRVIN J. POKE
DIRECTOR

STEVEN H. HILFINGER
DIRECTOR

To: State Boundary Commissioners
From: Kevin O'Brien, P.S. State Boundary Commission Staff
Date: May 24, 2011
Subject: **Docket # 10-I-2 Legal Sufficiency Review**
Petition to Incorporate the Village of Dexter as a Home Rule City (Washtenaw County)

The following comments are for your consideration on the legal sufficiency of this petition:

1. This petition to request the incorporation of the Village of Dexter and parts of Webster and Scio Townships, as a Home Rule City in Washtenaw County was filed with the State Boundary Commission on December 27, 2010.

2. The population of the area proposed for incorporation is 2,338 based on the 2000 Census. The land area of the proposed city is approximately 2.0 square miles. The density is approximately 1169 inhabitants per square mile. The population and density criteria to incorporate as a home rule city is in compliance with the Home Rule City Act (MCL 117.7).

3. The petition contains 178 signatures. The Scio and Webster township clerks validated 160 signatures as being qualified electors and freeholders residing in Scio and Webster Townships. The Boundary Commission Act requires valid signatures of at least 5% of the population, or 100, whichever number is greater, and who are qualified electors and freeholders of the territory affected by the proposed new incorporation (MCL 123.1007(2)). Therefore, since 5% of the proposed city's population of 2,338 is 117, the valid signature requirement is met.

4. Two of the areas shown on sheet 2 of the 3 sheet Part 1 map of the Petition are part of a PA 425 of 1984 Conditional Transfer Agreement executed between the Village of Dexter and the Township of Webster. The area shown as "Westridge of Dexter Condominium" was conditionally transferred to the Village of Dexter and filed with the Secretary of State Office of the Great Seal on June 26th, 1997. The area shown as "Parcel 1A" of the Part I map was

conditionally transferred to the Village of Dexter and filed with the Office of the Great Seal on December 29th, 2006. Based upon the documentation provided by the Office of the Great Seal both agreements are still in effect.

5. The PART I map shows the area of the proposed city to be contiguous. The PART III legal description titled "Legal Description Village of Dexter" contains one description. The PART III legal description is substantially accurate and consistent with the PART I Map as required by State Boundary Commission rule 25(1). [R123.125(1)]

6. Based upon our review, it is our position that legal sufficiency has been met for this petition.

Sincerely,

Kevin M. O'Brien, P.S.

AGENDA 6-13-11
ITEM J-1

SUMMARY OF BILLS AND PAYROLL			13-Jun-11
Payroll Check Register	06/01/11	$34,236.42	Bi-weekly payroll processing
Account Payable Check Register	06/14/11	$172,381.35	
	06/14/11	$72,839.62	
		$279,457.39	TOTAL BILLS & PAYROLL EXPENDED ALL FUNDS
Summary Items from Bills & Payroll		Amount	Comments

ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS

DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED

Exceptions:

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

Municipal Street Lighting will need to be amended by approx. $500

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

VENDOR APPROVAL SUMMARY REPORT

Date: 06/08/2011
Time: 2:10pm
Village of Dexter Page: 1

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	service 5/26/11	45.00	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	chemicals	1,834.50	0.00
AMES PLUMBING & PUMP COMPANY	AMES	EMERGENCY REPAIR WWTP	1,967.00	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	OFFICE	17.25	0.00
AT&T	AT&T	426 7572	217.47	0.00
BELL EQUIPMENT COMPANY	BELL EQUIP	OIL	98.25	0.00
ALLISON BISHOP	BISHOP	MILEAGE	126.47	0.00
BRIDGEWATER TIRE COMPANY, INC.	BRIDGE TIR	TIRE REPAIR	22.50	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	MASTER PLAN/PLANNING	337.50	0.00
CHAMPION WATER TREATMENT	CHAMPION W	WATER WWTP	4.25	0.00
CINTAS CORPORATION	CINTAS	CLEANING SERVICES	544.64	0.00
CMR MECHANICAL	CMR	SERVICE AT 8140 MAIN	1,899.00	0.00
COMCAST	COMCAST	WWTP	329.04	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	GAS	1,420.35	0.00
COURTNEY NICHOLLS	COUR	DISCRETIONARY	41.80	0.00
CULLIGAN WATER CONDITIONING	CULLIGAN	SUPPLIES	15.36	0.00
DEXTER CARDS & GIFTS SHOP	DEX CARDS	SUPPLIES	22.79	0.00
DEXTER COMMUNITY EDUCATION	DEX EDUCAT	CLASSROOM RENTAL	72.00	0.00
DEXTER FAMILY DENISTRY, PC	DEX DENIST	PATIENT: TIM AIKEN	128.50	0.00
DEXTER MILL	DEX MILL	MAY STATEMENT	162.03	0.00
DIUBLE EQUIPMENT INCORPORATED	DIUBLE EQU	RIM AND WHEEL	224.40	0.00
DTE ENERGY	DET EDISON	MAY BILLS	8,507.27	0.00
DYKEMA GOSSETT PLLC	DYKEMA	MAY INVOICES	717.24	0.00
ETNA SUPPLY CO	ETNA SUPPL	SUPPLIES	539.71	0.00
FMG COMCRETE CUTTING, INC.	FMG CONCRE	CONCRETE WORK	250.00	0.00
GRIFFIN PEST CONTROL INC	PEST CONTR	8140 MAIN	144.00	0.00
GRISSOM JANITORIAL	GRISSOM	CLEANING SERVICES	320.00	0.00
HACKNEY HARDWARE	HACKNEY	MAY STATEMENT	1,053.94	0.00
HERITAGE NEWSPAPERS	HERITAGE N	LEGALS	579.75	0.00
JJR,LLC	JJR,LLC	MAY INVOICES	19,132.79	0.00
JOHN DEERE LANDSCAPES	JOHN DEERE	SUPPLIES	126.02	0.00
JOHN'S SANITATION	JOHNS SAN	PARK POTA POTTIES	375.00	0.00
JOHNSON SIGN COMPANY, INC.	JOHNSON SI	STREET SIGN	525.00	0.00
KENCO, INC.	COUNTRY MA	CHEMICALS	28.04	0.00
KEVIN ERNST	KEVIN ERNS	SPRING TILLING AND HAY	225.00	0.00
KLAPPERICH WELDING	KLAPPERICH	WELDING SERVICE	210.00	0.00
L-N-J LANDSCAPING AND LAWNCARE	L-N-J	GRADING WWTP	100.00	0.00
LESSORS WELDING SUPPLY	LESSORS	CYLINDER RENTAL	22.50	0.00
LOWE'S BUSINESS ACCOUNT	LOWE S	SUPPLIES	102.73	0.00
MELISSA KESTERSON	MEL KESTER	COMM GARDEN	157.50	0.00
MICHCON GRAT	MICHCON GR	CUT AND CAP SERVICE	720.00	0.00
MOBILE MOWER REPAIR	MOBILE MOW	PARTS	2.64	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	MAY INVOICES	42,731.25	0.00
PARAGON LABORATORIES INC	PARA	CHEMICALS	115.00	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	PARTS	84.18	0.00
PINCKNEY FAMILY DENISTRY,	PINCKNEY F	PATIENT: ERIN AIKEN	87.50	0.00
PRINTING SYSTEMS	PRINTING S	AP CHECKS	255.59	0.00
RICOH AMERICAS CORPORATION	RICOH AMER	MONTHLY INVOICE COPIES	1,756.04	0.00
RITE-TECH ENTERPRISES INC.	RITE TECH	SUPPLIES	3.72	0.00
SAFETY SUPPLY SOLUTIONS,INC	SAFETY SUP	SAFETY SIGNS	155.13	0.00
SCHWALBACH'S AUTO CARE	SCHWALBACH	TIRE REPAIR	20.00	0.00
SPEARS FIRE & SAFETY SERVICES	SPEARS FIR	INSPECTION	55.00	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	SUPPLIES	506.42	0.00
SUPERIOR PLAY LLC	SUPERIOR	ENGINEERED WOOD CHIP	1,889.00	0.00
SUSAN WEDZEL	WEDZEL	APPRAISAL 8258 HURON	850.00	0.00
SYNAGRO CENTRAL	SYNAGRO	TESTING	744.52	0.00
TETRA TECH	TETRA TECH	AS NEEDED SESRVICES	1,113.00	0.00
TRACTOR SUPPLY CO	TRACTOR SU	EQUIPMENT	1,358.90	0.00
URS CORPORATION	URS CORP	PROFESSIONAL SERVICES	3,077.33	0.00
US BANK CORPORATE TRUST	US	ADMINISTRATION FEES	250.00	0.00
WASHTENAW COUNTY SOIL EROSION	SOIL EROSI	MAINT INSP FEE 5/24/11	130.00	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	LAW ENFORCEMENT	37,648.75	0.00
WASTE MANAGEMENT	WASTE MANA	COMMERCIAL SERVICE	36,180.79	0.00
		Grand Total:	172,381.35	0.00

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Village Council						
101-101.000-955.000	Miscellane	DEXTER COMMUNITY EDUCATION CLASSROOM RENTAL	0	1225	06/07/2011	72.00
101-101.000-956.000	Council Di	COURTNEY NICHOLLS DISCRETIONARY	0	06/02/11	06/02/2011	41.80
				Total Village Council		113.80
Dept: Village Manager						
101-172.000-721.000	Health & L	PINCKNEY FAMILY DENISTRY, PATIENT: ERIN AIKEN	0	06/03/11	06/03/2011	87.50
101-172.000-721.000	Health & L	DEXTER FAMILY DENISTRY, PC PATIENT: TIM AIKEN	0	06/02/11	06/02/2011	128.50
				Total Village Manager		216.00
Dept: Attorney						
101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC MAY INVOICES	0	1395531	06/02/2011	717.24
				Total Attorney		717.24
Dept: Village Clerk						
101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS ADVERTISING	0		06/07/2011	78.75
101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS LEGALS	0	06/02/11	06/02/2011	171.00
				Total Village Clerk		249.75
Dept: Buildings & Grounds						
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE SUPPLIES	0		06/07/2011	99.34
101-265.000-727.000	Office Sup	HACKNEY HARDWARE MAY STATEMENT	0		06/07/2011	18.33
101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO.INC WATER VILLAGE OFFICES	0		06/07/2011	11.50
101-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE SUPPLIES	0	06/03/11	06/03/2011	233.32
101-265.000-727.000	Office Sup	PRINTING SYSTEMS AP CHECKS	0	69307	06/03/2011	255.59
101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO.INC OFFICE	0	1266925	06/02/2011	5.75
101-265.000-803.000	Contracted	ABSOLUTE COMPUTER SERVICES service 5/26/11	0	63089	06/07/2011	45.00
101-265.000-920.000	Utilities	DTE ENERGY MAY BILLS	0		06/08/2011	938.44
101-265.000-920.000	Utilities	COMCAST VILLAGE OFFICE	0		06/02/2011	263.75
101-265.000-935.000	Bldg Maint	CINTAS CORPORATION CLEANING SERVICES	0		06/07/2011	93.78
101-265.000-935.001	Office Cle	GRISSOM JANITORIAL CLEANING SERVICES	0	147	06/07/2011	320.00
101-265.000-936.000	Equip Serv	RICOH AMERICAS CORPORATION MONTHLY INVOICE COPIES	0	412481478	06/07/2011	723.12
101-265.000-936.000	Equip Serv	RICOH AMERICAS CORPORATION CONTRACT	0	13098869	06/03/2011	1,032.92
101-265.000-962.000	Community	KEVIN ERNST SPRING TILLING AND HAY	0		06/07/2011	225.00
101-265.000-962.000	Community	HACKNEY HARDWARE MAY STATEMENT	0		06/07/2011	123.66
101-265.000-962.000	Community	DEXTER MILL MAY STATEMENT	0		06/07/2011	162.03
101-265.000-962.000	Community	MELISSA KESTERSON COMM GARDEN	0	06/02/11	06/02/2011	157.50
				Total Buildings & Grounds		4,709.03
Dept: Law Enforcement						
101-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER LAW ENFORCEMENT	0	06/03/11	06/03/2011	37,648.75
101-301.000-920.000	Utilities	DTE ENERGY MAY BILLS	0		06/08/2011	324.40
				Total Law Enforcement		37,973.15
Dept: Fire Department						

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Fire Department						
101-336.000-920.000	Utilities	DTE ENERGY MAY BILLS	0		06/08/2011	324.40
101-336.000-935.000	Bldg Maint	GRIFFIN PEST CONTROL INC 8140 MAIN	0	835221	06/02/2011	144.00
				Total Fire Department		468.40
Dept: Planning Department						
101-400.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE SUPPLIES	0	06/03/11	06/03/2011	100.95
101-400.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES MASTER PLAN/PLANNING	0	2115-135	06/02/2011	337.50
101-400.000-861.000	Travel & M	ALLISON BISHOP MILEAGE	0	06/02/11	06/02/2011	26.47
101-400.000-901.000	Printing &	HERITAGE NEWSPAPERS LEGALS	0	06/02/11	06/02/2011	180.00
101-400.000-960.000	Education	ALLISON BISHOP MILEAGE	0	06/02/11	06/02/2011	15.00
				Total Planning Department		659.92
Dept: Department of Public Works						
101-441.000-740.000	Operating	LOWE'S BUSINESS ACCOUNT SUPPLIES	0		06/07/2011	102.73
101-441.000-740.000	Operating	LESSORS WELDING SUPPLY CYLINDER RENTAL	0	206583	06/07/2011	22.50
101-441.000-740.000	Operating	HACKNEY HARDWARE MAY STATEMENT	0		06/07/2011	159.09
101-441.000-745.000	Uniform Al	CINTAS CORPORATION CLEANING SERVICES	0		06/07/2011	225.16
101-441.000-751.000	Gasoline &	CORRIGAN OIL COMPANY GAS	0		06/07/2011	28.83
101-441.000-920.000	Utilities	DTE ENERGY MAY BILLS	0		06/08/2011	1,244.20
101-441.000-977.000	Equipment	TRACTOR SUPPLY CO EQUIPMENT	0		06/07/2011	1,358.90
				Total Department of Public Works		3,141.41
Dept: Downtown Public Works						
101-442.000-730.000	Farmers Ma	SAFETY SUPPLY SOLUTIONS, INC FIRST AID KIT	0	1141	06/03/2011	74.51
101-442.000-730.000	Farmers Ma	HERITAGE NEWSPAPERS LEGALS	0	06/02/11	06/02/2011	150.00
101-442.000-740.000	Operating	DEXTER CARDS & GIFTS SHOP SUPPLIES	0	1509	06/07/2011	22.79
101-442.000-740.000	Operating	KLAPPERICH WELDING WELDING SERVICE	0	9686	06/07/2011	210.00
101-442.000-740.000	Operating	JOHNSON SIGN COMPANY, INC. STREET SIGN	0	15297	06/07/2011	525.00
101-442.000-740.000	Operating	JOHN DEERE LANDSCAPES SUPPLIES	0	57945533	06/07/2011	126.02
101-442.000-740.000	Operating	HACKNEY HARDWARE MAY STATEMENT	0		06/07/2011	43.99
101-442.000-920.000	Utilities	DTE ENERGY MAY BILLS	0		06/08/2011	712.83
				Total Downtown Public Works		1,865.14
Dept: Engineering						
101-447.000-830.000	Engineerin	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0	06/02/11	06/02/2011	681.50
				Total Engineering		681.50
Dept: Solid Waste						
101-528.000-805.000	Solid Wast	WASTE MANAGEMENT RESIDENTIAL SERVICE	0	7140681	06/07/2011	18,240.51
101-528.000-805.000	Solid Wast	WASTE MANAGEMENT COMMERCIAL SERVICE	0	7141856	06/07/2011	17,940.28
				Total Solid Waste		36,180.79
Dept: Parks & Recreation						
101-751.000-731.000	Landscape	SUPERIOR PLAY LLC ENGINEERED WOOD CHIP	0	11-254	06/03/2011	1,889.00

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Parks & Recreation						
101-751.000-740.000	Operating	HACKNEY HARDWARE MAY STATEMENT	0		06/07/2011	93.26
101-751.000-901.000	Printing &	JJR,LLC MAY INVOICES	0	06/02/11	06/02/2011	600.00
101-751.000-944.000	Portable T	JOHN'S SANITATION PARK POTA POTTIES	0	31268	06/08/2011	375.00
				Total Parks & Recreation		2,957.26
Dept: Capital Improvements						
101-901.000-970.000	Capital Im	URS CORPORATION PROFESSIONAL SERVICES	0	4682973	06/03/2011	3,077.33
101-901.000-970.000	Capital Im	JJR,LLC MAY INVOICES	0	06/02/11	06/02/2011	8,968.16
101-901.000-970.000	Capital Im	ALLISON BISHOP MILEAGE	0	06/02/11	06/02/2011	20.00
101-901.000-975.011	Property A	MICHCON GRAT CUT AND CAP SERVICE	0		06/07/2011	720.00
				Total Capital Improvements		12,785.49
					Fund Total	102,718.88
Fund: Major Streets Fund						
Dept: Contracted Road Construction						
202-451.000-803.000	Contracted	HACKNEY HARDWARE MAY STATEMENT	0		06/07/2011	10.98
202-451.000-803.000	Contracted	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0	06/02/11	06/02/2011	360.50
202-451.000-803.000	Contracted	ALLISON BISHOP MILEAGE	0	06/02/11	06/02/2011	65.00
202-451.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0	06/02/11	06/02/2011	559.50
202-451.000-974.009	Central St	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0	06/02/11	06/02/2011	145.00
				Total Contracted Road Construction		1,140.98
Dept: Traffic Services						
202-474.000-740.000	Operating	HACKNEY HARDWARE MAY STATEMENT	0		06/07/2011	128.58
				Total Traffic Services		128.58
					Fund Total	1,269.56
Fund: Local Streets Fund						
Dept: Contracted Road Construction						
203-451.000-803.000	Contracted	SAFETY SUPPLY SOLUTIONS,INC SAFETY SIGNS	0	1131	06/07/2011	80.62
203-451.000-803.000	Contracted	FMG CONCRETE CUTTING, INC. CONCRETE WORK	0	253001	06/07/2011	250.00
				Total Contracted Road Construction		330.62
Dept: Traffic Services						
203-474.000-740.000	Operating	HACKNEY HARDWARE MAY STATEMENT	0		06/07/2011	102.49
				Total Traffic Services		102.49
					Fund Total	433.11
Fund: Streetscape Debt Service Fund						
Dept: Streetscape						
303-570.000-992.000	Bond Fees	US BANK CORPORATE TRUST ADMINISTRATION FEES	0	28688080	06/07/2011	250.00
				Total Streetscape		250.00
					Fund Total	250.00
Fund: Equipment Replacement Fund						
Dept: Department of Public Works						

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Equipment Replacement Fund						
Dept: Department of Public Works						
402-441.000-939.000	Vehicle Ma	RITE-TECH ENTERPRISES INC. SUPPLIES	0	6817	06/07/2011	3.72
402-441.000-939.000	Vehicle Ma	PARTS PEDDLER AUTO SUPPLY PARTS	0		06/07/2011	81.99
402-441.000-939.000	Vehicle Ma	MOBILE MOWER REPAIR PARTS	0	34360	06/07/2011	2.64
402-441.000-939.000	Vehicle Ma	HACKNEY HARDWARE MAY STATEMENT	0		06/07/2011	8.07
402-441.000-939.000	Vehicle Ma	DIUBLE EQUIPMENT INCORPORATED RIM AND WHEEL	0	86756	06/07/2011	224.40
402-441.000-939.000	Vehicle Ma	BELL EQUIPMENT COMPANY OIL	0	77195	06/07/2011	98.25
402-441.000-939.000	Vehicle Ma	BRIDGEWATER TIRE COMPANY, INC. TIRE REPAIR	0	56273	06/07/2011	22.50
				Total Department of Public Works		441.57
					Fund Total	441.57
Fund: SRF Project Fund						
Dept: Equalization Basin						
403-905.000-830.000	Engineerin	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0	06/02/11	06/02/2011	5,994.00
				Total Equalization Basin		5,994.00
					Fund Total	5,994.00
Fund: DWRF Project Fund						
Dept: Capital Improvements						
404-901.000-830.000	Engineerin	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0	06/02/11	06/02/2011	12,011.75
				Total Capital Improvements		12,011.75
Dept: Water Project Phase 2						
404-906.000-830.000	Engineerin	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0	06/02/11	06/02/2011	8,419.00
				Total Water Project Phase 2		8,419.00
					Fund Total	20,430.75
Fund: Mill Creek Park Project Fund						
Dept: Capital Improvements						
405-901.000-830.000	Engineerin	WASHTENAW COUNTY SOIL EROSION MAINT INSP FEE 5/24/11	0	1000008-53111	06/07/2011	65.00
405-901.000-830.000	Engineerin	JJR, LLC MAY INVOICES	0	06/02/11	06/02/2011	9,564.63
				Total Capital Improvements		9,629.63
					Fund Total	9,629.63
Fund: Sewer Enterprise Fund						
Dept: Sewer Utilities Department						
590-548.000-740.000	Operating	KENCO, INC. CHEMICALS	0	120770	06/07/2011	28.04
590-548.000-740.000	Operating	HACKNEY HARDWARE MAY STATEMENT	0		06/07/2011	123.02
590-548.000-740.000	Operating	CHAMPION WATER TREATMENT WATER WWTP	0		06/07/2011	4.25
590-548.000-740.000	Operating	STAPLES BUSINESS ADVANTAGE SUPPLIES	0	06/03/11	06/03/2011	40.51
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION chemicals	0	454052	06/07/2011	675.00
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION CHEMICALS	0	453989	06/07/2011	1,159.50
590-548.000-743.000	Chem Lab	HACKNEY HARDWARE MAY STATEMENT	0		06/07/2011	12.16
590-548.000-745.000	Uniform Al	CINTAS CORPORATION CLEANING SERVICES	0		06/07/2011	70.32

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: Sewer Enterprise Fund						
Dept: Sewer Utilities Department						
590-548.000-751.000	Gasoline &	CORRIGAN OIL COMPANY GAS	0		06/07/2011	1,391.52
590-548.000-802.000	Profession	SUSAN WEDZEL APPRAISAL 8258 HURON	0	R1105-01	06/07/2011	850.00
590-548.000-802.000	Profession	WASHTENAW COUNTY SOIL EROSION MAINT INSP FEE 5/24/11	0	900126-53111	06/07/2011	65.00
590-548.000-802.000	Profession	AMES PLUMBING & PUMP COMPANY EMERGENCY REPAIR WWTP	0	1	06/07/2011	1,967.00
590-548.000-802.000	Profession	TETRA TECH AS NEEDED SESRVICES	0	50453253	06/03/2011	316.50
590-548.000-802.000	Profession	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0	06/02/11	06/02/2011	1,507.50
590-548.000-803.003	Sludge hau	SYNAGRO CENTRAL TESTING	0	5935	06/07/2011	744.52
590-548.000-803.003	Sludge hau	L-N-J LANDSCAPING AND LAWNCARE GRADING WWTP	0		06/07/2011	100.00
590-548.000-803.003	Sludge hau	HACKNEY HARDWARE MAY STATEMENT	0		06/07/2011	27.96
590-548.000-803.003	Sludge hau	ETNA SUPPLY CO SUPPLIES	0		06/02/2011	391.65
590-548.000-824.000	Testing &	PARAGON LABORATORIES INC CHEMICALS	0	66440	06/07/2011	115.00
590-548.000-920.000	Utilities	DTE ENERGY MAY BILLS	0		06/08/2011	1,027.00
590-548.000-920.000	Utilities	COMCAST WWTP	0	06/02/11	06/02/2011	32.65
590-548.000-920.001	Telephones	AT&T 426 7572	0	06/02/11	06/02/2011	108.74
590-548.000-935.000	Bldg Maint	CMR MECHANICAL SERVICE AT 8140 MAIN	0	6495	06/08/2011	130.00
590-548.000-935.000	Bldg Maint	SPEARS FIRE & SAFETY SERVICES INSPECTION	0	126379	06/07/2011	55.00
590-548.000-935.000	Bldg Maint	CMR MECHANICAL SERVICE TO 8140 MAIN	0	6479	06/07/2011	1,769.00
590-548.000-935.000	Bldg Maint	CINTAS CORPORATION CLEANING SERVICES	0		06/07/2011	85.06
590-548.000-937.000	Equip Main	SCHWALBACH'S AUTO CARE TIRE REPAIR	0	5193	06/07/2011	20.00
				Total Sewer Utilities Department		12,816.90
Dept: Capital Improvements						
590-901.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0	06/02/11	06/02/2011	8,859.25
				Total Capital Improvements		8,859.25
					Fund Total	21,676.15
Fund: Water Enterprise Fund						
Dept: Water Utilities Department						
591-556.000-740.000	Operating	PARTS PEDDLER AUTO SUPPLY PARTS	0		06/07/2011	2.19
591-556.000-740.000	Operating	HACKNEY HARDWARE MAY STATEMENT	0		06/07/2011	202.35
591-556.000-740.000	Operating	STAPLES BUSINESS ADVANTAGE SUPPLIES	0	06/03/11	06/03/2011	32.30
591-556.000-745.000	Uniform Al	CINTAS CORPORATION CLEANING SERVICES	0		06/07/2011	70.32
591-556.000-802.000	Profession	CULLIGAN WATER CONDITIONING SUPPLIES	0	8181548	06/07/2011	15.36
591-556.000-802.000	Profession	TETRA TECH AS NEEDED SESRVICES	0	50453253	06/03/2011	796.50
591-556.000-920.000	Utilities	DTE ENERGY MAY BILLS	0		06/08/2011	3,936.00
591-556.000-920.000	Utilities	COMCAST WWTP	0	06/02/11	06/02/2011	32.64
591-556.000-920.001	Telephones	AT&T 426 7572	0	06/02/11	06/02/2011	108.73
591-556.000-977.000	Equipment	ETNA SUPPLY CO SUPPLIES	0		06/02/2011	148.06

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		5,344.45
					Fund Total	5,344.45
Fund: Trust & Agency Fund						
Dept: Assets, Liabilities & Revenue						
701-000.000-253.054	Dexter Sch	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0	06/02/11	06/02/2011	1,461.25
701-000.000-253.057	Darnell La	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0	06/02/11	06/02/2011	676.75
701-000.000-253.058	Washtenaw	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0	06/02/11	06/02/2011	503.75
701-000.000-253.059	LaFontaine	ORCHARD, HILTZ & MCCLIMENT INC MAY INVOICES	0	06/02/11	06/02/2011	1,551.50
				Total Assets, Liabilities & Revenue		4,193.25
					Fund Total	4,193.25
					Grand Total	172,381.35

VENDOR APPROVAL SUMMARY REPORT

Date: 06/08/2011
Time: 2:58pm
Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
DOUGLAS N. HIGGINS, INC	DOUGLAS HI	DWRF	72,839.62	0.00
		Grand Total:	72,839.62	0.00

INVOICE APPROVAL LIST BY FUND

Date: 06/08/2011
Time: 2:58pm
Village of Dexter Page: 1

Fund / Department / Account	GL Number Abbrev	Vendor Name / Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: DWRF Project Fund						
Dept: Capital Improvements						
404-901.000-970.000	Capital Im	DOUGLAS N. HIGGINS, INC DWRF	0		06/08/2011	47,839.62
				Total Capital Improvements		47,839.62
					Fund Total	47,839.62
Fund: Water Enterprise Fund						
Dept: Capital Improvements						
591-901.000-974.000	CIP Capita	DOUGLAS N. HIGGINS, INC DWRF	0		06/08/2011	25,000.00
				Total Capital Improvements		25,000.00
					Fund Total	25,000.00
					Grand Total	72,839.62

AGENDA 6-13-11
ITEM 5-2

VILLAGE OF DEXTER

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

MEMO

To: **Council**
From: **President Keough**
Date: **June 6, 2011**
Re: **Commission/Committee Re-Appointments**

I would like to recommend the following re-appointments:

Parks & Recreation Commission

John Coy	Re-appointment with term ending June 2014
Mike Cavanaugh	Re-appointment with term ending June 2014

Planning Commission

Derk Wilcox	Re-appointment with term ending June 2014
Molly Wade	Re-appointment with term ending June 2014

Zoning Board of Appeals

Eric Bombery	Re-appointment with term ending June 2014
Sandy Hansen	Term expires June 2011 – efforts are being made to confirm her continued interest

Arts, Culture & Heritage Committee

Audrey Becker	Re-appointment with term ending June 2014
Tom Rosenbaum	Re-appointment with term ending June 2014
Matt McCormack	Re-appointment with term ending June 2014

We currently have the following Commission/Committee vacancies:

2 positions on the Arts, Culture & Heritage Committee
One must be a Village resident; the other could be either a Village or Township resident

1 position on the Downtown Development Authority
Must have an interest in property located in the downtown district or be an officer, member, trustee, principal, or employee of a legal entity having an interest in property in the downtown district

1 position on the Planning Commission
Matt McCormack has indicated that he needs to resign from the Planning Commission. He is willing to serve until a replacement is appointed.

AGENDA 6-13-11
ITEM L-1

RESOLUTION NO. ____

VILLAGE OF DEXTER
WASHTENAW COUNTY
STATE OF MICHIGAN

RESOLUTION APPROVING THE CONSTRUCTION CONTRACT FOR THE MILL CREEK PARK – PHASE 1 IMPROVEMENTS

Minutes of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, held on the 13th day of June, 2011, Eastern Daylight Time.

PRESENT: Members:

ABSENT: Members:

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

WHEREAS, the Village of Dexter, along with its engineering consultant, JJR has spent the past 44 months gathering public input, planning and designing the Phase 1 Improvements for the new Mill Creek Park, and

WHEREAS, the Village of Dexter received a $450,000 grant from the Michigan Department of Natural Resources Natural Resources Trust Fund; and

WHEREAS, the Village of Dexter also received a $45,000 grant from the Michigan Department of Natural Resources Waterways Infrastructure Program; and

WHEREAS, the Village of Dexter has applied for and received all necessary permits through the Michigan Department of Environmental Quality (Permit no. 09-81-0074-P) for the construction of the Phase 1 Improvements for the new Mill Creek Park, and

WHEREAS, on April 15, 2011, the Village through its engineering Consultant JJR, issued for bidding, a set of Contract Documents, prepared by JJR, consisting of plans and specifications for the Phase 1 Improvements for the new Mill Creek Park, and

WHEREAS, on May 16, 2011, the Village of Dexter received six (6) bids for the "Mill Creek Park – Phase 1 Park Improvements Project" (the "Project"); and

WHEREAS, Cedroni Associates, Inc., of Utica Michigan, submitted a base bid in the amount of $1,180,000.00 and was the lowest responsible bid submitted for the project; and

WHEREAS, Cedroni Associates, Inc., also submitted a bid for Alternate #4, Warrior Creek Park Wood Steps, in the amount of $62,000; and

WHEREAS, in an effort to confirm the capability and understanding of the project of the lowest and most responsive bidder, the Village Consultant JJR checked contractor references for past projects, reviewed lists of subcontractors for the Mill Creek project and discussed the plans and specifications to confirm their understanding, and

WHEREAS, the Village Consultant JJR has recommended in their letter dated June 7, 2011 that the Village of Dexter award the Contract for Construction to Cedroni Associates, Inc., and

WHEREAS, Village staff recommends that it would be in the best interest of the Village of Dexter to enter into the aforementioned contract for completion of said project; and

NOW, THEREFORE, BE IT RESOLVED that the Village Council of the Village of Dexter does hereby award the construction contract for the Mill Creek Park – Phase 1 Improvements Project to Cedroni Associates, Inc. a total contract price of $1,242,000.00, inclusive of the $1,180,000.00 base bid and $62,000.00 Alternate #4, Warrior Creek Wood Steps.

BE IT FURTHER RESOLVED, that staff and JJR recommend that the Village Council authorize an additional $25,000 in contingency funding due to unknown legacy sediment factors; and

BE IT FURTHER RESOLVED, that the Village Manager is hereby authorized and directed to execute said contract documents on behalf of the Village of Dexter following:

1. Final approval from the Department of Natural Resources, Michigan Natural Resources Trust Fund, that all requirements have been executed and the contract may be awarded.
2. Final approval from the Michigan Department of Natural Resources, Waterways Infrastructure Program, that all requirements have been executed and the contract may be awarded.
3. Execution and submittal of all requirements, including bonds, insurance, current/valid certificate of awardability and prevailing wage documentation, as required and detailed in the bid documents, plans and specifications, for the Mill Creek Park – Phase 1 Improvements.
4. Final execution of the contract requirement.
5. The contract shall not be binding until all parties execute all agreements.

BE IT FURTER RESOLVED, that the Village of Dexter has sufficient funding to complete the Mill Creek Park – Phase 1 Improvements and the Warrior Creek Wood Steps, as estimated on the attached Project Budget Scenario and outlined below:

• MNRTF Grant	$450,000
• Waterways Grant	$ 45,000
• Restricted Village Funds for Waterway Match	$ 48,000
• Restricted Village Park Funds	$ 35,000
• County Parks (STPU Exchange)	$345,294
• Village Restricted Tree Fund (for Landscaping)	$ 60,000
• Village General Fund	$349,306
Total:	$1,332,600

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED THIS 13th DAY OF JUNE, 2011

Shawn Keough, Village President

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, at a regular meeting held on the 13th day of June, 2011.

Carol Jones, Village Clerk

JJR

MEMORANDUM

Mill Creek Park – Phase 1 Improvements Bid Summary/ Recommendation	June 7, 2011	50094.004
SUBJECT	DATE	PROJECT NO.
TO	COMPANY	
Allison Bishop, Community Development Manager	Village Of Dexter	
Paul Evanoff	734.669.2706	
FROM		

Summary:

At 2:00 p.m. on May 16, 2011, six bids were received at the Village office on Main Street, were promptly opened, and read to the attendees. All bids were determined to be administratively correct and contained the required Bid Bonds. The bid summary is presented in the attached Bid Tabulation Summary and compares these Lump Sum quotations to the established budget.

All bids exceeded the JJR estimate of $1,001,673. The low bid (Cedroni Associates) was identified at $1,180,000 with the high bid (Angelo Lafrate) identified at $2,917,250.

Following the review of the Bid Tabulation Summary, a second document referred to as the "Bid Form Breakdown" was distributed to the three lowest bidders. This breakdown identifies each bidder's approximate costs for the 25 work items on the project. Upon reviewing this information against the JJR estimate, it appears that the bidders consistently shared similar cost concerns associated with earthwork and rock items, and the two higher bidders provided very high cost summaries for the asphalt pavement. The two highest bidders were generally higher than the JJR estimate across most items.

The three bidders were contacted, their bids discussed, and the following comments are noted:

Fonson Inc. Base Bid: $1,811,000: Fonson Inc. is a small earth moving contractor from Brighton, MI. They would use numerous subcontractors on the project and would be completing earthwork and most of the stone installation themselves. They were very concerned about their work in the floodplain and the extent of dewatering that they perceived would be required for the stream construction, rock vane installation, and the rock and soil key along the toe of slope. This is clearly evidenced by their pricing allocated to these items. They also expressed concerns about the source of the specified rock, and were receiving quotations for distributors rather than suppliers, which comes at a premium when purchased in this fashion. They also included a large quantity of off-site granular fill which should not have been a part of the work since the existing stockpiles exceed what is required for the work. This material cost accounts for their high cost for concrete pavement. They felt that the work in the floodplain and creek were extremely challenging and bid it accordingly.

Glencorp Inc, Base Bid: $1,675,000: Glencorp is a small earthmoving contractor from Utica, MI., similar to Fonson in size. They also plan on using numerous subcontractors and have limited their work to earthwork operations. Their breakdowns are not as complete as the

other breakdowns and are attributed to subcontractors quoting combined pricing. It is clear that compared to JJR's estimate the bulk of their price difference is attributed to earthwork and, in part, some of the rock items and asphalt. Their earthwork numbers did not assume much cost associated with dewatering since they were planning to divert the creek into a large culvert pipe while they completed the work. Instead, their high cost for earthwork was attributed to the assumption that they would be required to handle the soil 2 or 3 times before it was placed, adding considerable cost to the work. Fuel costs were also noted as a large cost to the project. The rest of their breakdown is within an acceptable range to the JJR estimate.

Cedroni Associates, Inc: $1,180,000: Cedroni is a small general contractor from Utica, MI that has been in business since the 1970's. Their origin was in earthwork but over the last decade they have become more of a general contractor and are no longer in the earth moving business. A week of communications with Richard Cedroni (owner) evolved around the concern that the earthwork contractor who quoted him the work is in the process of liquidating their business and is no longer a viable subcontractor. Since that time, Cedroni has explored a number of options and at the time of this memorandum, is in the final stages of negotiations with a new subcontractor that they have teamed with on other recent projects. Their bid breakdown is much more in line with the JJR estimate except that their earthwork estimate confirms that there is a concern about the working conditions in the stream and floodplain. Nevertheless, Cedroni is confident that they will negotiate an acceptable scope of services with the potential earthwork subcontractor. Like the other bidders, earthwork and rock items account for the majority of the cost discrepancies.

In reviewing Cedroni's attached tentative subcontractor's list, many of them are recognized by JJR and we are confident that the final list will be resolved over the next two weeks as the subcontractors lock in final pricing with Cedroni. It is also apparent that Cedroni will be acting as a general contractor and will be doing very little of the actual construction.

Upon reviewing Cedroni's list of attached "5 Years of Construction Contracts", 3 projects emerged as being similar in scope with Mill Creek Park. These include the 2011 Pittsfield Township Hickory Ridge Park Phase 1B (Beckett & Raeder) and the 2010 and 2009 Metro Beach Metropark projects (HCMA). In corresponding with Beckett & Raeder, the project has just proceeded through the pre-construction meeting phase. Much like Mill Creek Park, Cedroni is still finalizing subcontractors, is using some of the same subcontractors as proposed for Mill Creek Park, and they will be performing mostly project coordination. It is too soon to report on project performance. Discussions with HCMA identified very similar results with their experience with Cedroni. Cedroni was doing very little of the work with in-house staff. The HCMA contact was very complimentary of their performance as general contractor and even more complimentary of their earthwork contractor who is the same sub being proposed for Mill Creek Park. He did express caution that we (JJR) will need to monitor their work closely but in speaking from experienced, commented that Cedroni was on a par with other contractors that have worked on HCMA projects.

Recommendation:

As such, we recommend that the Village award the contract for construction to Cedroni for the Base Bid amount at their next regularly scheduled meeting.

We further recommend that the Village carries forth a $25,000 contingency that may be needed to deal with unknown subgrade conditions associated with actual depths of the

sediment. Relating to this topic, the Contract requires Cedroni to excavate through the legacy sediments for installation of the rock vanes in the stream and for the toe of slope key. Their assumptions on earthwork costs are based on the same assumptions that we have made, which were based on available information found in the geotechnical reports.

End of Memorandum

Cedroni Associates, Inc
Five Year History of Construction Contracts

		Contact information Architect/Owner	Contact	Phone
Contracts Currently under Construction				
City of Algonac Lions Field Pool House	309,881	Partners in Architecture	David Gassen	(586) 469-3600
Pittsfield Twp Hickory Woods Park Phase 1B	718,000	Beckett & Raeder, Inc.	Heath Hartt	(734) 663-2622
Beck Education Center	397,000	Wold Architects & Engineers	Chris Ziemer	(248) 284-0611
Wayne St University Stadium Guardrail Replacment	78,000	Wayne State University	Wayne Miller	(313) 577-1970
Construction contracts completed during the year ended May 31, 2011				
Port Huron Fed Bldg Jury Room, Atty Office Renov.	239,131	U.S. General Services Administration	Tamakia Edwards	(312) 353-4978
Construction contracts completed during the year ended May 31, 2010				
Sterling Heights Stadium Bleacher Improvments	74,000	Warren Consolidated Schools	Casey Sobczak	(586) 698-4457
Metro Beach Metropark South Marina Rehab	3,039,137	Huron Clinton Metropolitan Authority	Michael Arens	(810) 227-2757
Mound Park Toilet Room Renovations	165,123	Fitzgerald Public Schools	Scotty Perks	(586) 757-5502
Construction contracts completed during the year ended May 31, 2009				
Chatterton Middle School Science Labs	472,706	Fitzgerald Public Schools	Scotty Perks	(586) 757-5502
City of Troy Park Shelters	102,065	City Of Troy	Jeff Biegler	(248) 524-3484
Dearborn Heights Bleacher Improvement	405,430	Wold Architects	Dan Kritta	(248) 284-0611
Metro Beach Metropark Central Plaza Redevelopment	950,692	Huron Clinton Metropolitan Authority	Michael Arens	(810) 227-2757
Construction contracts completed during the year ended May 31, 2008				
Madison Heights Library Renovations	748,789	Ehresman Associates, Arch	Elizabeth Muzyk	(248) 244-9710
Batton Chiropractic Clinic Interior Buildout	118,832	Batton Real Estate Holdings	David Batton	(586) 776-1995
Construction contracts completed during the year ended May 31, 2007				
Holly Academy Classroom Renovations	280,980	Holly Academy	Ken Kander	(248) 634-5554
Art Academy in the Woods Electrical Improvements	34,317	CDPA Architects	John Argenta	(248) 354-2441
Irene Hughes Building Alterations	94,604	John Tagle Associates,Arch /MDMB	John Tagle	(248) 641-0400
51st District Court Improvements	88,543	David Milling Associates	Darrell Dinges	(734) 913-1010
Detroit Arsenal Building 201 Entrance Renovations	331,474	U.S. Army Corps of Engineers	Kevin McNally	(586) 574-5868

P110

Village of Dexter
2011 Park Project Funding

MILL CREEK PARK

Project Description/Status:

Project includes construction of the elements detailed in the Mill Creek Park master plan, Phase 1. Included is the mass grading, stream restoration, boardwalk and pathway construction, amphitheatre, landscaping, habitat restoration, storm outlet vegetation. Permitting for the project is imminent and bidding is expected to occur March 2011.

Construction Cost:	$1,205,000
$25,000 contingency included	
Engineering Cost:	$65,600
(JJR Scope February 2011-in progress)	
Project Cost:	$1,270,600

Project Participant/Funding Allocation:

MNRTF Grant	$450,000
Waterways Grant	$45,000
Parks Restricted Funds	$35,000
County Parks (STPU Exchange)*	$283,294
Village MATCH (General Fund)	**$349,306**
Village Restricted Waterways	$48,000
Village Restricted Tree Fund - Landscaping within park	$60,000
	$1,270,600

Timeline:
Construction Summer 2011

County Funding Exchange

Subdivision Connector	$112,705.62
Warrior Creek Stairs	$62,000.00
Mill Creek Park	$283,294.38
TOTAL COUNTY CONTRIBUTION	**$458,000.00**

SUBDIVISION CONNECTOR

Project Description/Status:

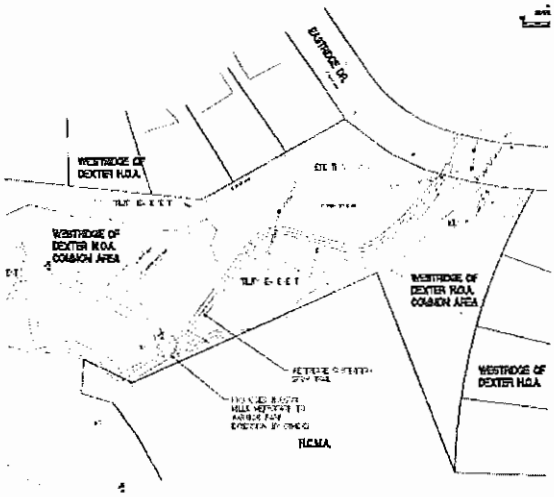
Project includes approximately 400 feet of trail connecting the Westridge of Dexter Subdivision to the B2B Trail. Project is entirely on Westridge HOA Common Space in which an easement is being obtained. The includes approximately 150 feet of boardwalk and 250 feet of concrete or asphalt paving. Project has been designed for Village by URS and permit submittal occurred in February.

Construction Cost:	$112,705.62
Engineering Cost: *(URS current Contract)*	$23,000
Project Cost:	$135,705.62

Project Participant/Funding Allocation:

County Parks (STPU Exchange)*	$112,705.62
Village General Fund	$23,000

Timeline:
Construction Summer 2011



STAIRWAY - Warrior Creek to Alpine St.

Project Description/Status:

Project includes construction of a staircase between Warrior Creek Park and the Dexter Library, Farmers Market and Alpine Street to serve as an additional access to downtown, destinations and a continuation of the B2B connection to Segment D1 located at Central Street and the Railroad Crossing (DPW Site). Map element 18 shown below. Project submitted for County Connecting Communities in 2010, project denied.

Construction Cost: (Alternate #4 w/ Mill Creek Park bid)

Engineering Cost:
(JJR current contract)
Project Cost:

Project Participant/Funding Allocation:

County Parks (STPU Exchange)*
Village General Fund

Timeline:
Construction Summer 2011

AGENDA 6-13-11
ITEM L-2

June 8, 2011

OHM
Engineering Advisors

Village of Dexter
8140 Main Street
Dexter, MI 48130

Attention: Ms. Donna Dettling
Village Manager

Regarding: Village of Dexter
Main Street Resurfacing
Proposal for Engineering Design Services

Dear Ms. Dettling:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for engineering design services to prepare the contract documents and bid package to resurface Main Street from Jeffords St through the Baker Road intersection.

PROJECT UNDERSTANDING

The Village has been exploring the possibility of resurfacing Main Street through the downtown area since 2008. In 2008, a preliminary engineering review proposed several rehabilitation methods and associated costs were completed. At a recent budget work session, the Village discussed the potential road projects that could be completed this year to continue to improve their road network. A project to resurface Main Street was proposed.

OHM completed preliminary engineering revisiting the previous proposed scope and cost estimates. Design options, such as reversed angle parking, signing, and crosswalk enhancements, were also reviewed during the preliminary engineering work.

The project is currently proposed as a "log-style" project. This means that basic engineering drawings, which will be incorporated into the contract book for bidding purposes, will be provided to give direction to the construction engineer and contractor during construction. The construction engineer will direct some final detailed engineering in the field.

DESIGN PARAMETERS

Based on the Village discussion and preliminary engineering, the following design parameters will provide a basis for the design.

1. The project limits are Main Street from just east of Jeffords St (at the pavement joint) through the Baker Rd intersection, including the crosswalk on the east side of the intersection.

34000 Plymouth Road | Livonia, Michigan 48150
p. (734) 522-6711 | f. (734) 522-6427
www.ohm-advisors.com

2. The proposed rehabilitation is a mill and overlay project. It is currently proposed that 2 ½ inches of asphalt will be milled off and replaced with 3 ½ inches of asphalt. The road and parking areas are included in the mill and overlay area. Once the area is milled, the construction engineer will determine where additional base repair, which involves full pavement removal and replacement, needs to be completed.

3. Crosswalks within the project limits will be enhanced with stamped colored concrete. (A rapid-flashing beacon will not be proposed as part of this project.) A standard color (grey) concrete ribbon will be placed on either side of the crosswalk. Stamped colored concrete (color to be determined) will be placed within the crosswalk itself. ADA compliant ramps will also be constructed at the crosswalks, involving full removal and replacement of the ramps.

   It is proposed that nine crosswalks within the project limits be enhanced, three at the Baker Rd intersection, two at the Central St intersection, three at the Broad St intersection, and one at the Alpine St intersection. Two existing crosswalks within the project limits are proposed for removal – the crosswalk on the west side of the Central St intersection and the crosswalk on the east side of the Alpine St intersection. In addition, to enhance the crosswalk on the east side of the Central St intersection, it is proposed to relocate the crosswalk approximately 40 ft east, and construct a pedestrian refuge island there. This refuge island would consist of a straight-thru crossing or zigzag crossing, and could be enhanced with greenery or the stamped-colored concrete.

4. Angle parking will remain as it exists. The possibility of changing the angle parking to reverse angle parking was evaluated. The Village decided to keep the parking as it exists today.

5. The Village would like to consider improvements to the traffic signal detection equipment. Loop detectors or pucks were mentioned that could be added to the project if the Village desires. OHM could evaluate the various upgrade options, make recommendation to the Village, and incorporate the chosen alternative. A separate fee has been provided for this effort should the Village wish to proceed.

6. Construction of the project would occur after Dexter Daze, which is scheduled for Aug 12 and 13. The best option to complete the construction involves closing down Main Street to traffic for approximately 2 to 3 weeks. This would allow the contractor to complete all the work at once, as opposed to staging it. A detour would be established along Dan Hoey Rd, Shield Rd, Parker Rd, and Dexter-Chelsea Rd.

SCOPE OF SERVICES

The following is a detailed scope of services of work completed for the project outlined above:

1. Conduct field review of existing features in the area that may be affected by construction.
2. Obtain pavement cores to confirm the existing and proposed pavement cross-section.
3. Prepare contract documents based on a log format. The log book will show pertinent details to construct the project, such as typical cross-sections, maintaining traffic details, construction signage details, permanent signing and striping details.
4. Prepare preliminary engineer's opinion of probable construction cost.

5. Submit proposed schedule showing the general timeframe for completion.
6. Hold a public meeting to inform the Village residents and businesses of the proposed work.
7. Advertise the project and attend the bid opening. Answer questions during the bidding process. Prepare Award Recommendation for Council's review.

ADDITIONAL SERVICES

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

DELIVERABLES

OHM will provide the Village with the following:

- A contract book that contains engineering details for bidding
- Final opinion of probable cost
- Project Schedule

FEE

OHM proposes to provide the above outlined professional design engineering services on an hourly not to exceed basis as follows:

Preliminary Engineering	$ 4,500
Design Engineering	$23,200
Signal Detector Evaluation	$ 2,100

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

CONTRACT TERMS AND CONDITIONS

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

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

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

Rhett Gronevelt

Rhett Gronevelt, P.E.
Client Representative

Village of Dexter
Main Street Resurfacing Project

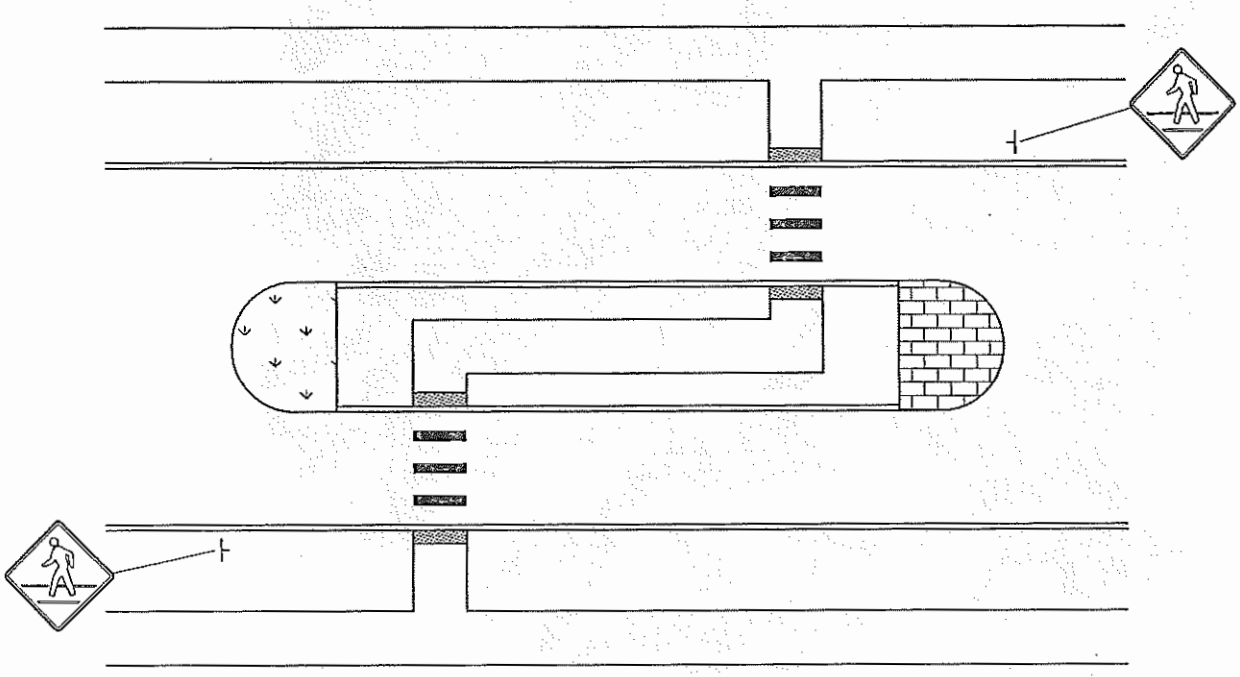
Accepted By:_____

Printed Name:_____

Title:_____

Date:_____


Central St
Main St
Central St
Main St
Main St
Baker Rd



MID-BLOCK CROSSWALK WITH ZIGZAG REFUGE ISLAND

CROSSWALK EVAULATION FIGURES

SCALE H: NTS V: NTS

SHEET 3 OF 3

CLIENT: VILLAGE OF DEXTER

JOB # 0130-10-0040

OHM

34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM

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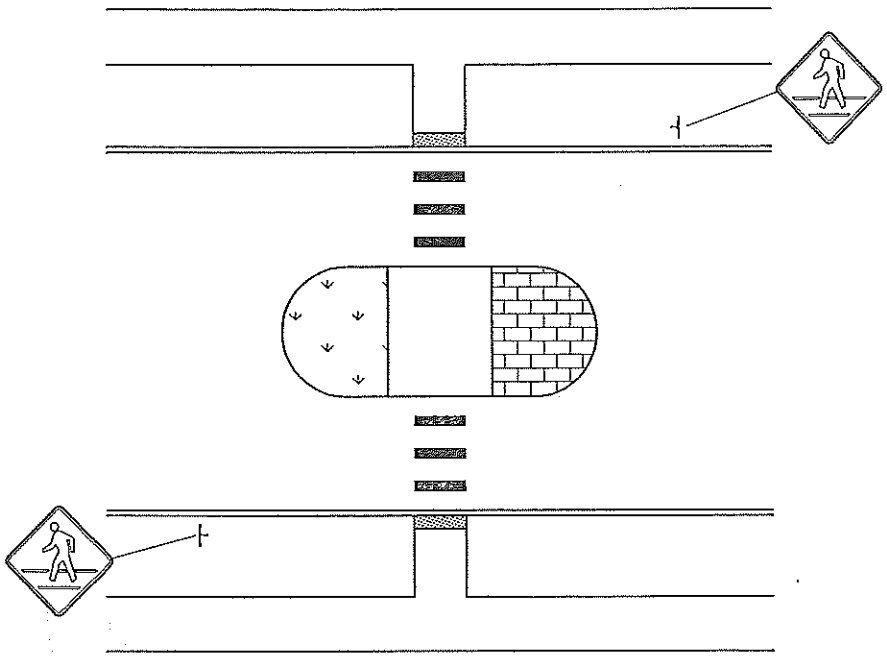
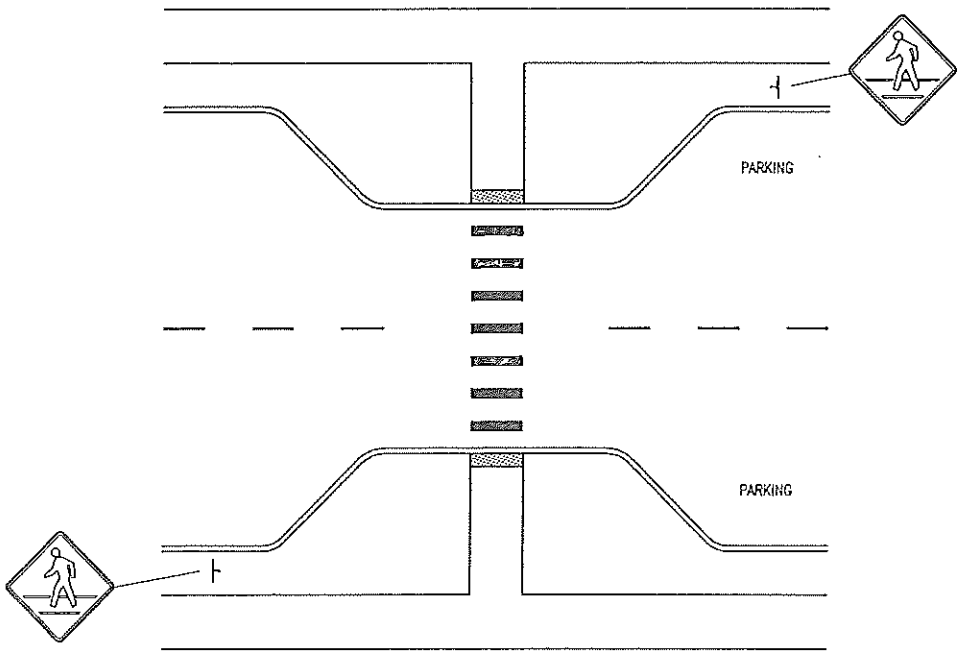


MID-BLOCK CROSSWALK
WITH REFUGE ISLAND



MID-BLOCK CROSSWALK
WITH BUMPOUTS

CROSSWALK EVAULATION FIGURES	SCALE H: NTS V: NTS SHEET 2 OF 3	OHM
CLIENT: VILLAGE OF DEXTER	JOB #: 0130-10-0040	
34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM		

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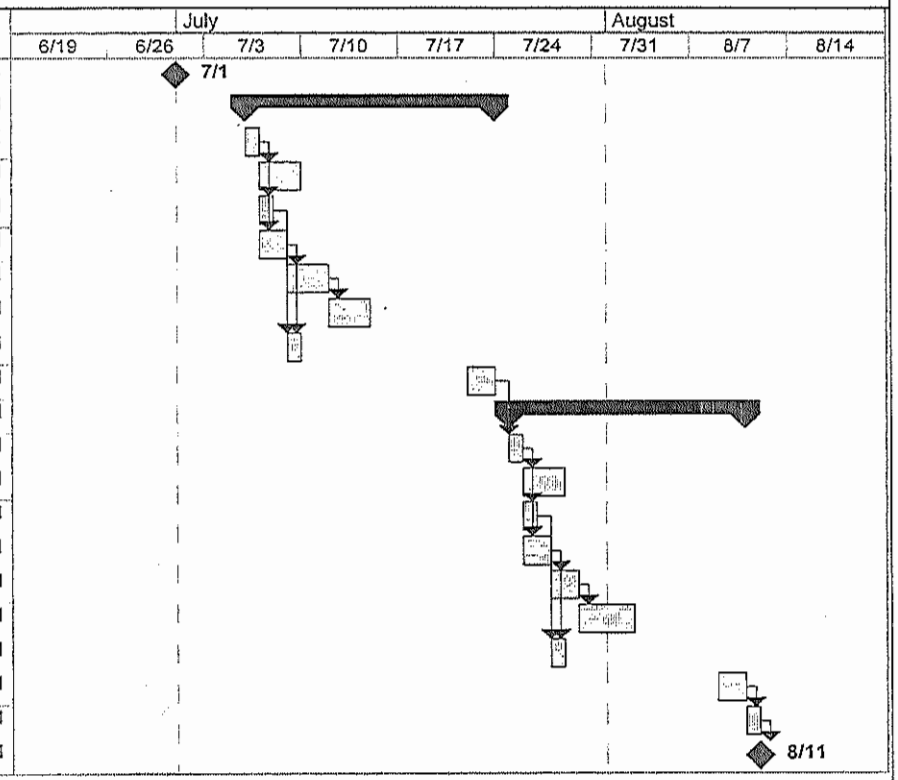
Main Street Resurfacing (Alpine to Baker)
Dexter, MI
Two Stage (One-Way) Construction Sequence & Schedule

ID	Task Name	Duration	Start	Finish
1	Pre Construction Meeting	0 days	Fri 7/1/11	Fri 7/1/11
2	**Stage 1**	**16 days**	**Wed 7/6/11**	**Sat 7/23/11**
3	Cold Milling HMA	1 day	Wed 7/6/11	Wed 7/6/11
4	Perform Det 7's & 8's	3 days	Thu 7/7/11	Sat 7/9/11
5	Pavt Rem for X-walk	1 day	Thu 7/7/11	Thu 7/7/11
6	C&G and Sidewalk Rem	2 days	Thu 7/7/11	Fri 7/8/11
7	Prepare Base and Form Conc Wrk	2 days	Sat 7/9/11	Mon 7/11/11
8	Place Curb and Sidewalk Ramps	3 days	Tue 7/12/11	Thu 7/14/11
9	Colored Sidewalk Placement	1 day	Sat 7/9/11	Sat 7/9/11
10	Place HMA Leveling and Surface	2 days	Fri 7/22/11	Sat 7/23/11
11	**Stage 2**	**15 days**	**Mon 7/25/11**	**Wed 8/10/11**
12	Setup MOT Signing Stage 2	1 day	Mon 7/25/11	Mon 7/25/11
13	Perform Det 7's & 8's	3 days	Tue 7/26/11	Thu 7/28/11
14	Pavt Rem for X-walk	1 day	Tue 7/26/11	Tue 7/26/11
15	C&G and Sidewalk Rem	2 days	Tue 7/26/11	Wed 7/27/11
16	Prepare Based and Form Conc wrk	2 days	Thu 7/28/11	Fri 7/29/11
17	Place Curb and Sidewalk Ramps	3 days	Sat 7/30/11	Tue 8/2/11
18	Colored Sidewalk Placement	1 day	Thu 7/28/11	Thu 7/28/11
19	Place HMA Leveling and Surface	2 days	Tue 8/9/11	Wed 8/10/11
20	Place Pavt Markg	1 day	Thu 8/11/11	Thu 8/11/11
21	End Construction/ Open To Traffic	0 days	Thu 8/11/11	Thu 8/11/11

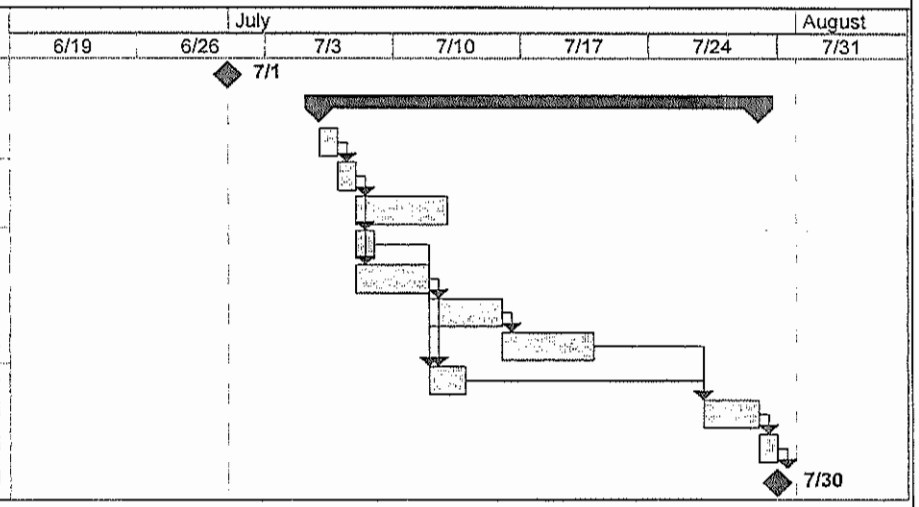


Project: MainSt_TwoStage
Date: Fri 5/27/11

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

Main Street Resurfacing (Alpine to Baker)
Dexter, MI
One Stage (Full Closure) Construction Sequence

ID	Task Name	Duration	Start	Finish
1	Pre Construction Meeting	0 days	Fri 7/1/11	Fri 7/1/11
2	**Stage 1**	**21 days**	**Wed 7/6/11**	**Fri 7/29/11**
3	Setup MOT Signing Stage 1	1 day	Wed 7/6/11	Wed 7/6/11
4	Cold Milling HMA	1 day	Thu 7/7/11	Thu 7/7/11
5	Perform Det 7's & 8's	4 days	Fri 7/8/11	Tue 7/12/11
6	Pavt Rem for X-walk	1 day	Fri 7/8/11	Fri 7/8/11
7	C&G and Sidewalk Rem	3 days	Fri 7/8/11	Mon 7/11/11
8	Prepare Base and Form Conc Wrk	4 days	Tue 7/12/11	Fri 7/15/11
9	Place Curb and Sidewalk Ramps	4 days	Sat 7/16/11	Wed 7/20/11
10	Colored Sidewalk Placement	2 days	Tue 7/12/11	Wed 7/13/11
11	Place HMA Leveling and Surface	3 days	Wed 7/27/11	Fri 7/29/11
12	Place Pavt Markg	1 day	Sat 7/30/11	Sat 7/30/11
13	End Construction/ Open To Traffic	0 days	Sat 7/30/11	Sat 7/30/11



Project: MainSt_OneStage
Date: Fri 5/27/11

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

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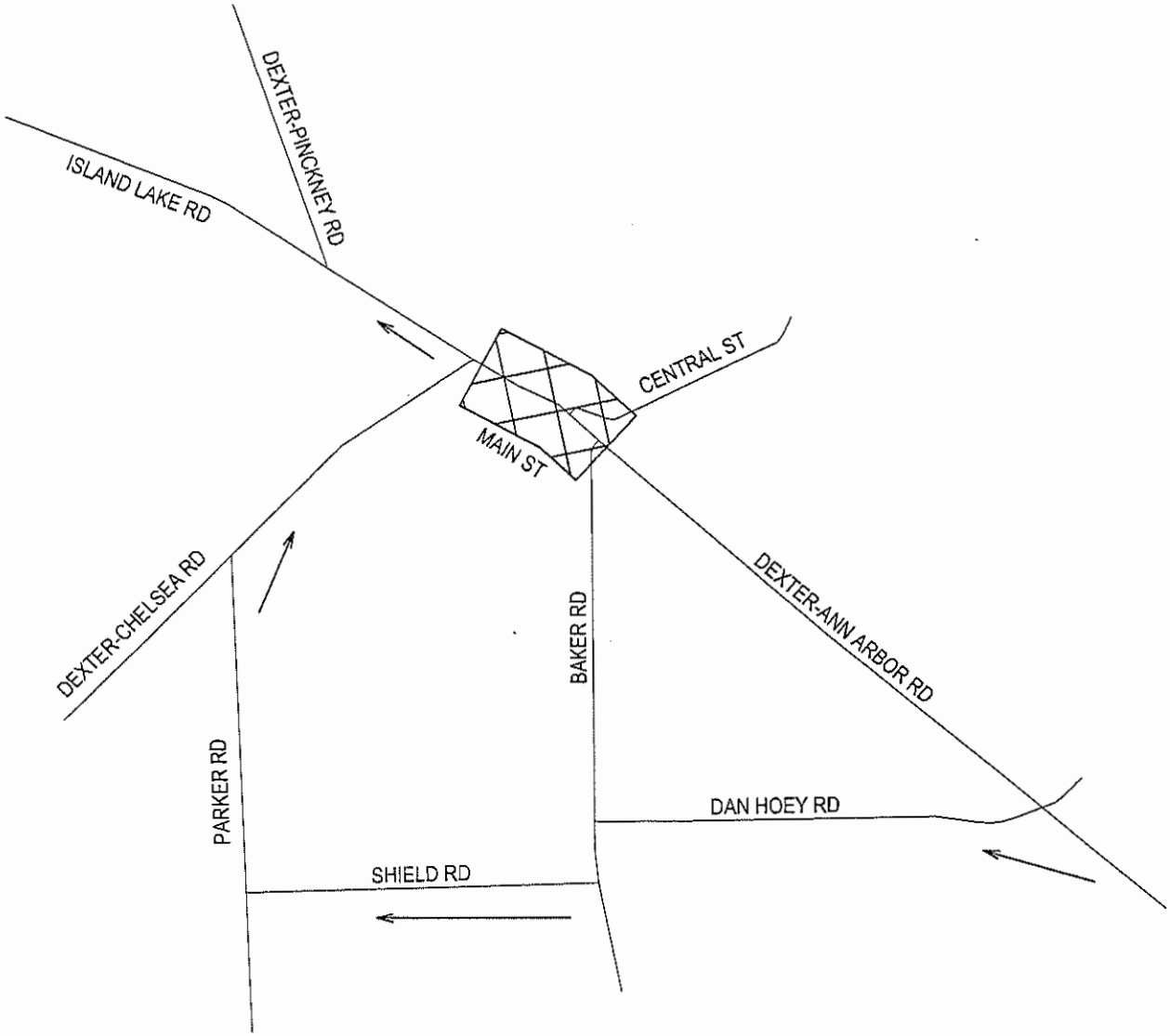
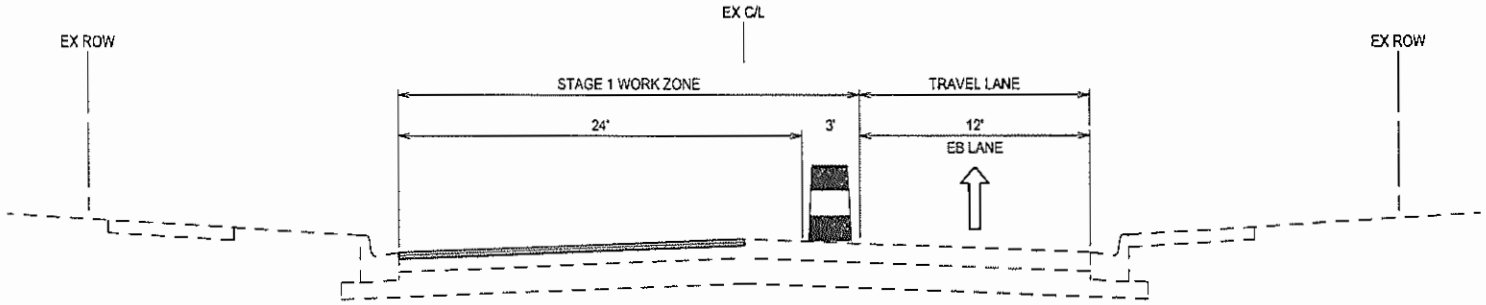


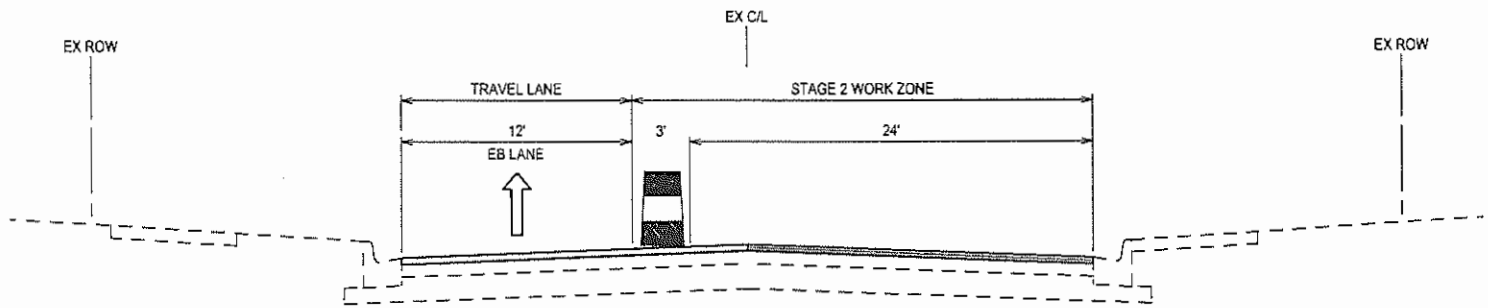
DETOUR PLAN

OHM	MAIN ST REHABILITATION (VILLAGE OF DEXTER)				
	DATE 05/18/11	SCALE N.A.	CLIENT VILLAGE OF DEXTER	JOB NO. 0130110031	SHEET NO.

FILE NAME: 0031_MOT_Typ.dgn



STAGE 1 TYPICAL



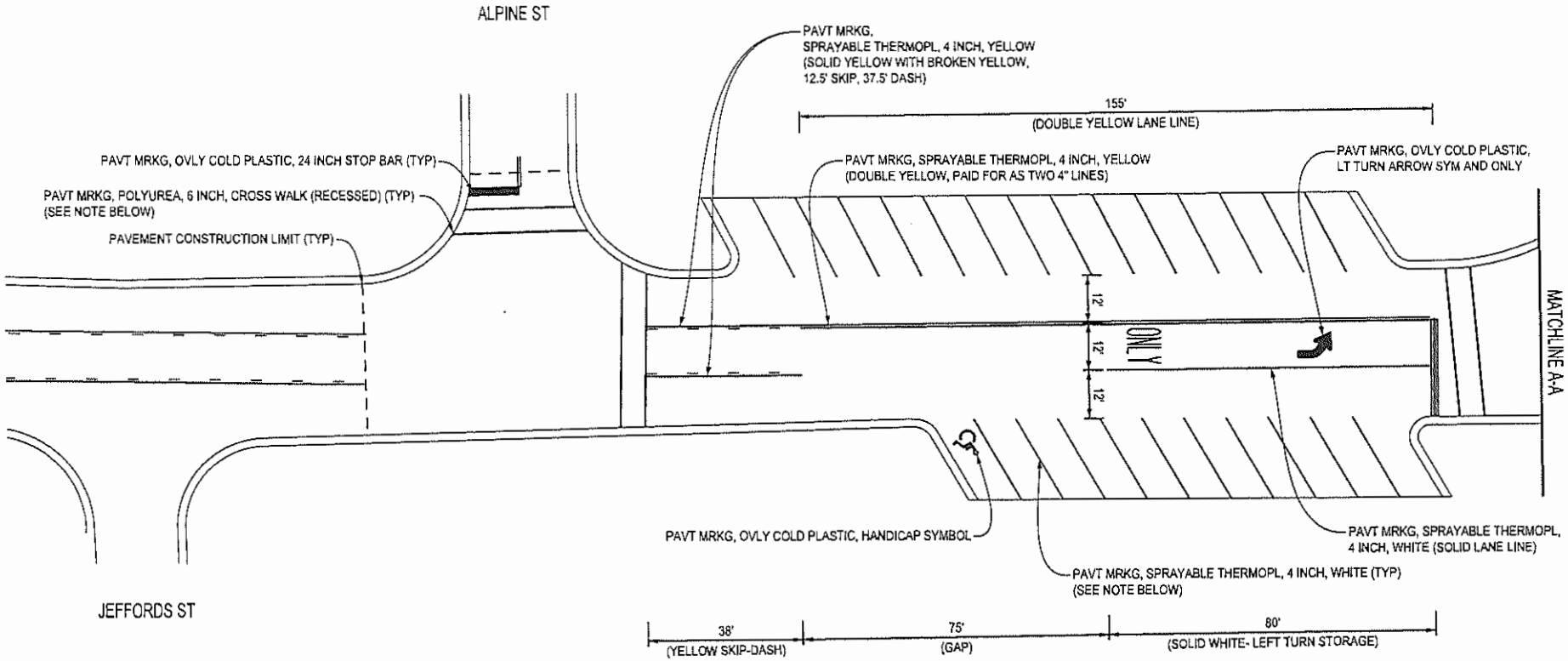
STAGE 2 TYPICAL

MAINTENANCE OF TRAFFIC TYPICAL SECTION

OHM	MAIN ST REHABILITATION (VILLAGE OF DEXTER)				
	DATE 05/18/11	SCALE N.A.	CLIENT VILLAGE OF DEXTER	JOB NO. 0130110031	SHEET NO.

P126

FILE NAME: 0031_PvtMrkg1.dgn



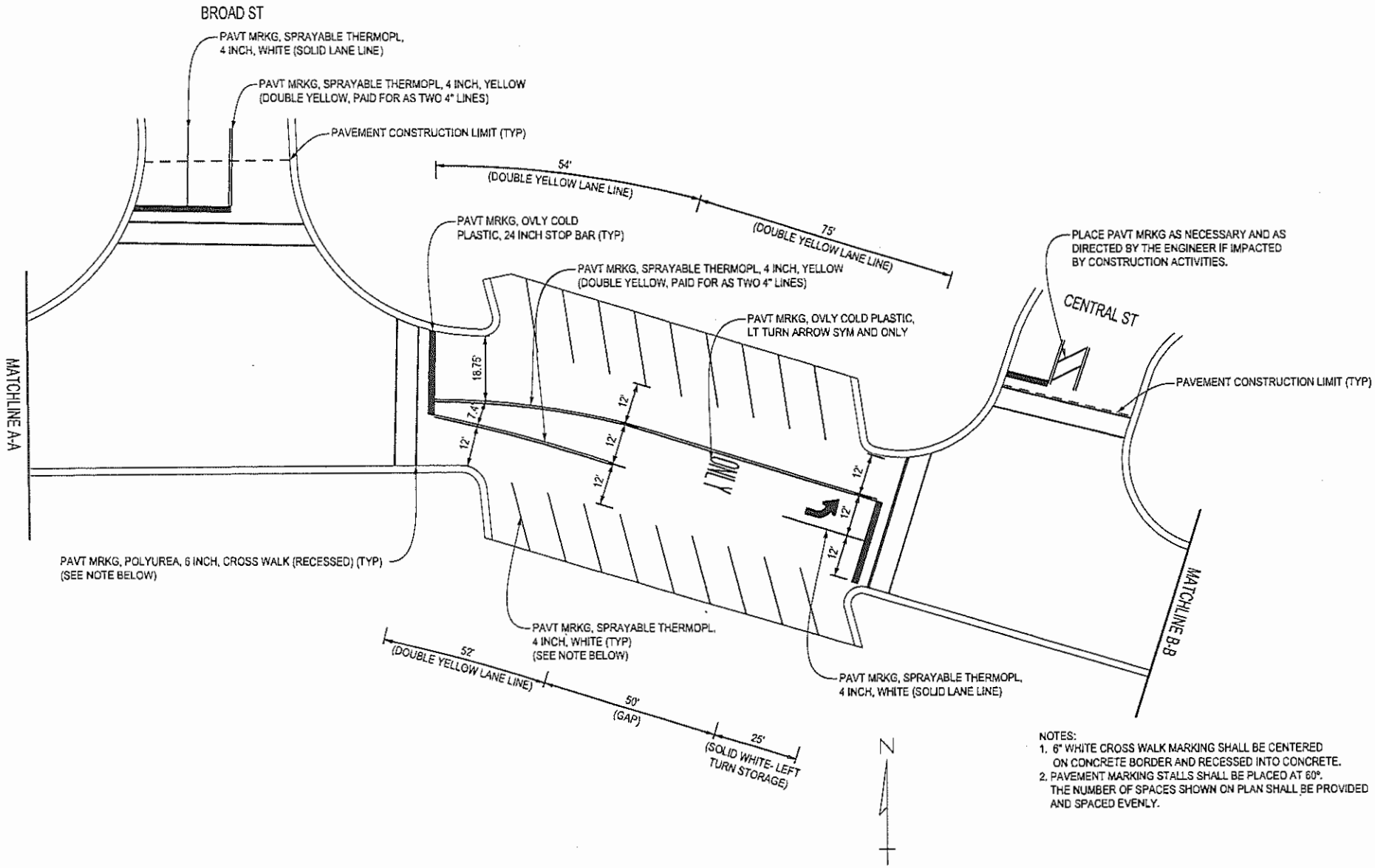
NOTES:
1. 6" WHITE CROSS WALK MARKING SHALL BE CENTERED ON CONCRETE BORDER AND RECESSED INTO CONCRETE.
2. PAVEMENT MARKING STALLS SHALL BE PLACED AT 60°. THE NUMBER OF SPACES SHOWN ON PLAN SHALL BE PROVIDED AND SPACED EVENLY.

PERMANENT PAVEMENT MARKING SHEET (1 OF X)

OHM

MAIN ST REHABILITATION (VILLAGE OF DEXTER)				
DATE	SCALE	CLIENT	JOB NO.	SHEET NO.
05/18/11	1"=20	VILLAGE OF DEXTER	0130110031	

FILE NAME: 0031_PvtMrkg2.dgn



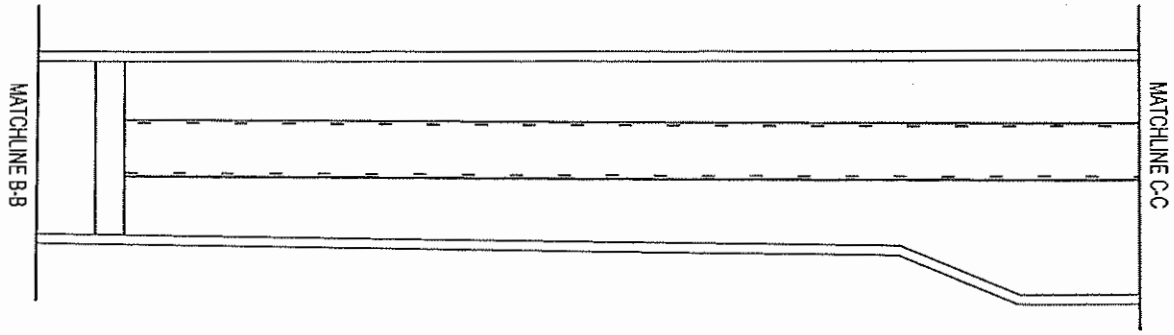
NOTES:
1. 6" WHITE CROSS WALK MARKING SHALL BE CENTERED ON CONCRETE BORDER AND RECESSED INTO CONCRETE.
2. PAVEMENT MARKING STALLS SHALL BE PLACED AT 60°. THE NUMBER OF SPACES SHOWN ON PLAN SHALL BE PROVIDED AND SPACED EVENLY.

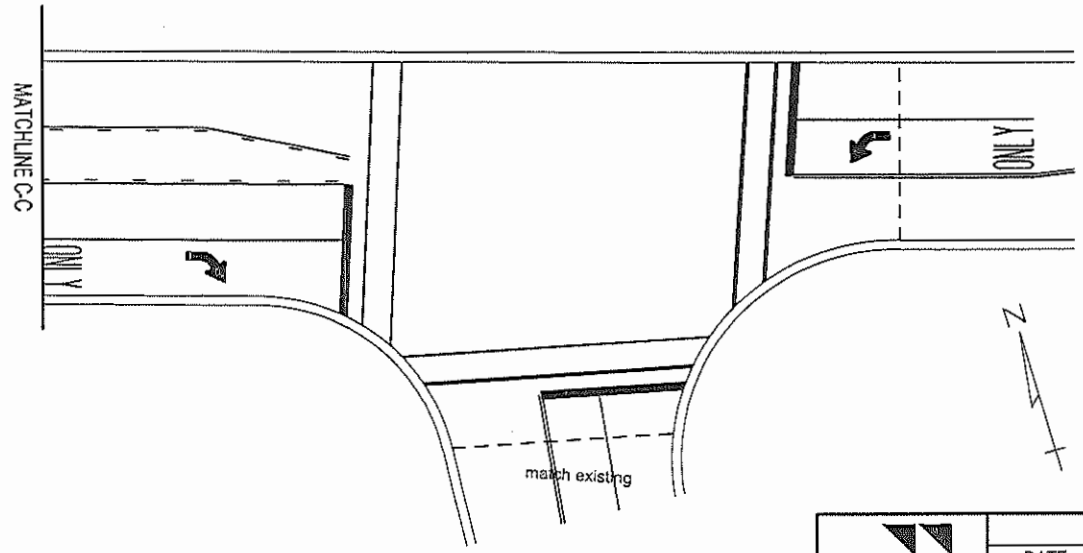
PERMANENT PAVEMENT MARKING SHEET (2 OF X)

OHM	MAIN ST REHABILITATION (VILLAGE OF DEXTER)				
	DATE 05/18/11	SCALE 1"=20	CLIENT VILLAGE OF DEXTER	JOB NO. 0130110031	SHEET NO.

P128

FILE NAME: 0031_PvtMrkg3.dgn



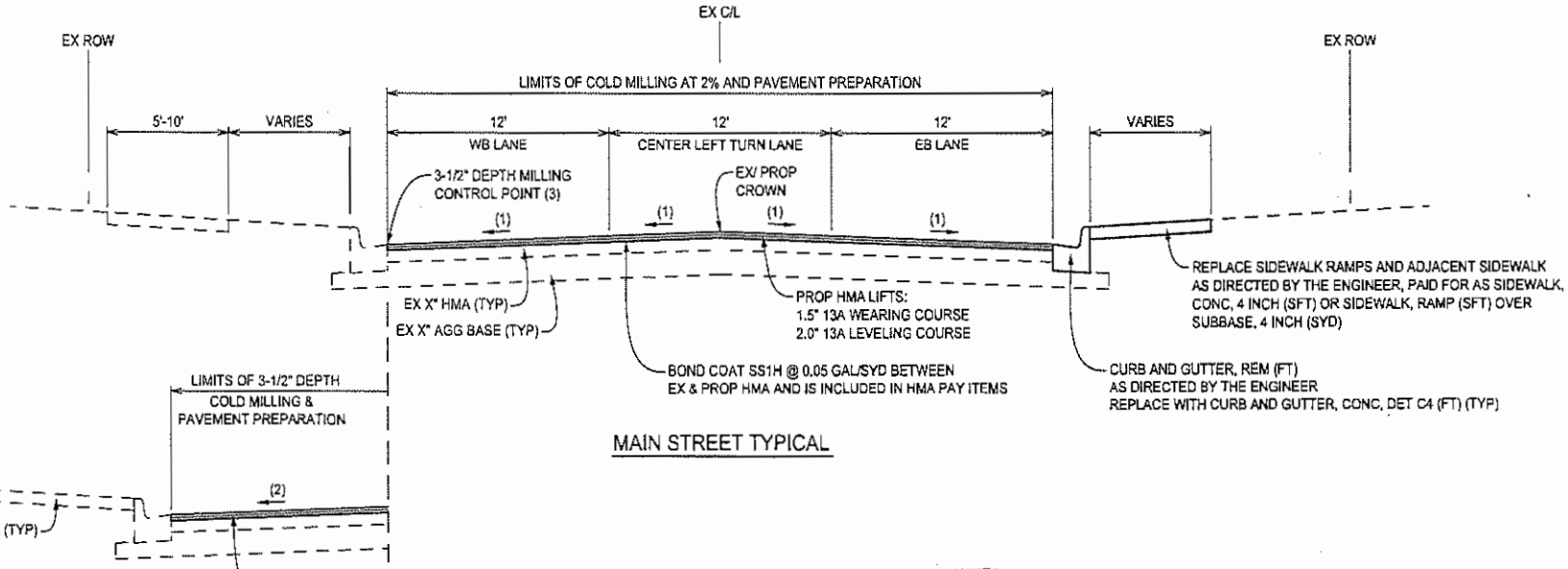


NOTES:
1. 6" WHITE CROSS WALK MARKING SHALL BE CENTERED ON CONCRETE BORDER AND RECESSED INTO CONCRETE.

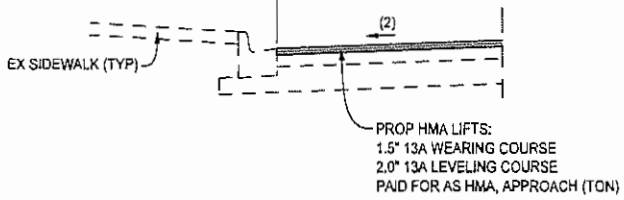
PERMANENT PAVEMENT MARKING SHEET (3 OF 3)

OHM	MAIN ST REHABILITATION (VILLAGE OF DEXTER)				
	DATE 05/18/11	SCALE	CLIENT VILLAGE OF DEXTER	JOB NO. 0130110031	SHEET NO.

FILE NAME: 0031_Typical.dgn



MAIN STREET TYPICAL



ON-STREET PARKING
(APPLIES: LT & RT SIDE)

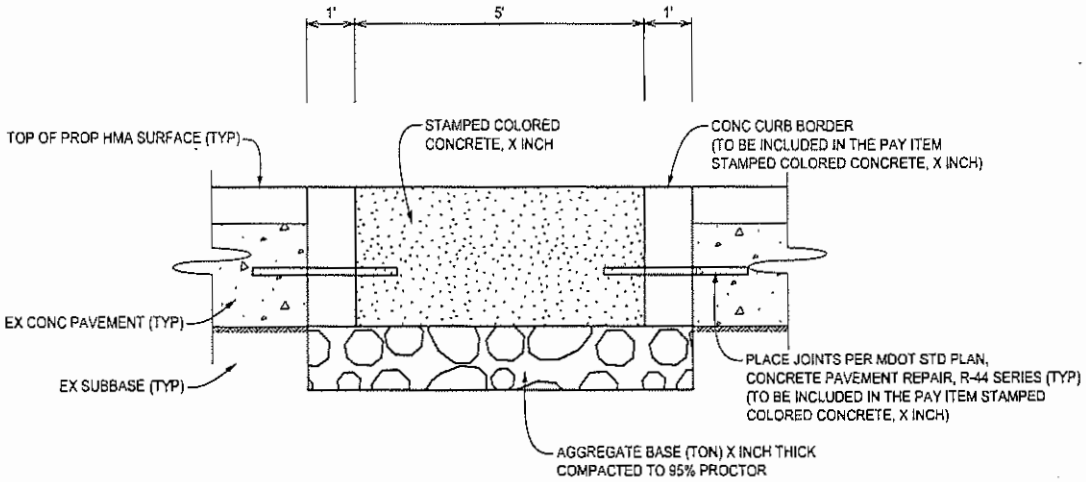
NOTES:

(1) PROP SLOPE 2% OR AS DIRECTED BY THE ENGINEER
(2) PROP SLOPE SHALL MATCH EXISTING OR AS DIRECTED BY THE ENGINEER
(3) MILLING CONTROL POINT AT THE THROUGH LANE EDGE OF METAL

TYPICAL SECTION

OHM	MAIN ST REHABILITATION (VILLAGE OF DEXTER)				
	DATE 05/18/11	SCALE N.A.	CLIENT VILLAGE OF DEXTER	JOB NO. 0130110031	SHEET NO.

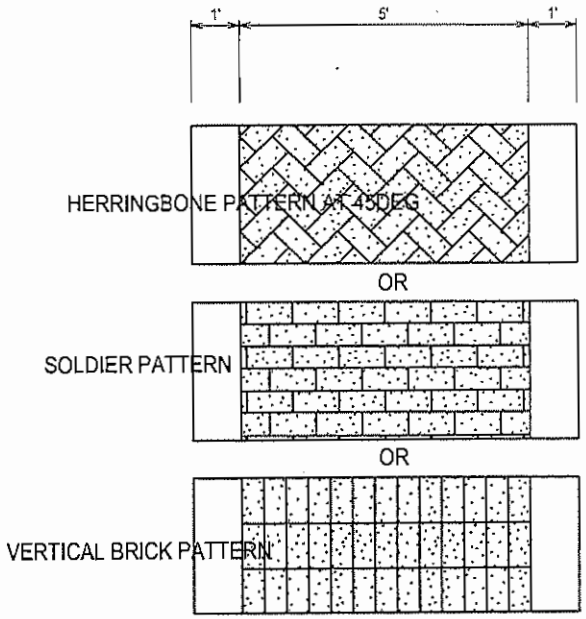
FILE NAME: 0031_MiscDet2.dgn



TYPICAL STAMPED COLORED CROSSWALK

NOTES:

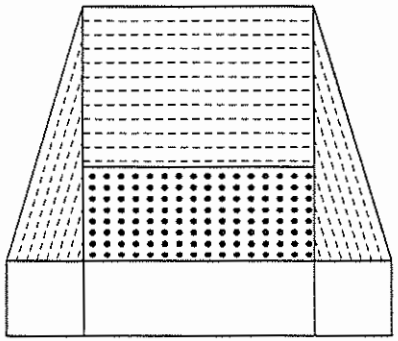
1. COLORED CONCRETE SLAB STAMP PER PATTERN ON PLANS. COLOR AND FINISH ADDITIVES PER SPECIFICATIONS.



PLAN VIEW CROSSWALK PAVER PATTERN

NOTES:

1. XXXXXXXXXXXXX



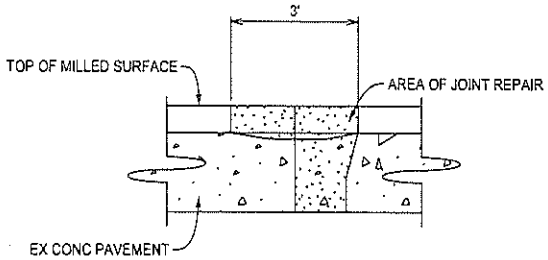
ADA RAMP IN BRICK PAVER AREA

COLOR OF BRICK MUST BE APPROVED BY ENGINEER

MISCELLANEOUS DETAILS

OHM	MAIN ST REHABILITATION (VILLAGE OF DEXTER)				
	DATE 05/18/11	SCALE N.A.	CLIENT VILLAGE OF DEXTER	JOB NO. 0130110031	SHEET NO.

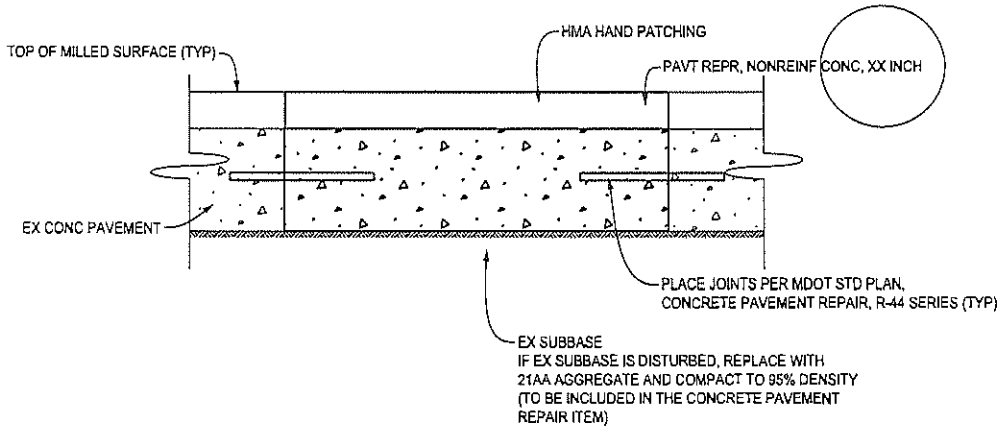
FILE NAME: 0031_MiscDet1.dgn



DETAIL 7/ DETAIL 8

NOTES:

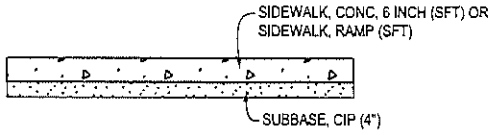
1. DETAIL FOR INFORMATION ONLY TO SHOW WIDTH OF HAND PATCHING (TON).
2. PAVT JOINT AND CRACK REPR, DET 7 AND PAVT JOINT AND CRACK REPR, DETAIL 8 SHALL BE CONSTRUCTED AS DIRECTED BY THE ENGINEER AND AS SHOWN IN MDOT STANDARD PLAN, R-44 SERIES.



CONCRETE PAVEMENT REPAIR

NOTES:

1. REMOVAL OF THE EXISTING PAVEMENT WILL BE PAID FOR AS PAVT, RPR, REM.
2. ADDITIONAL THICKNESS OF CONCRETE NEEDED FOR REPAIR IS INCLUDED IN THE PAY ITEM PAVT, REPR, NONREINF CONC, XX INCH.



SIDEWALK

MISCELLANEOUS DETAILS

OHM	MAIN ST REHABILITATION (VILLAGE OF DEXTER)				
	DATE 05/18/11	SCALE N.A.	CLIENT VILLAGE OF DEXTER	JOB ND. 0130110031	SHEET NO.

AGENDA 6-15-11

ITEM L-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: **Courtney Nicholls, Assistant Village Manager**
Date: **June 8, 2011**
Re: **Drinking Water Revolving Fund Phase II – Construction Services**

Attached is a memo from Orchard, Hiltz, & McCliment for Construction Services for the upcoming Drinking Water Revolving Fund water main replacement project.

The Scope of Services includes construction staking, construction engineering, contract administration, inspection, administration of the Drinking Water Revolving Fund/American Reinvestment and Recovery Act requirements, and creation of record drawings. It also includes additional design services and an estimate for $10,000 in non-eligible construction services and design related to storm water improvements and inspection of sidewalk along Edison.

The requested motion is to approve the scope of services in an amount not to exceed $210,900.

June 6, 2011

OHM
Engineering Advisors

VILLAGE OF DEXTER
8140 Main Street
Dexter, MI 48130

Attention: Donna Dettling, Village Manager

Re: **Dexter 2011 DWRF Water Main Upgrades**
Construction Services

Dear Ms. Dettling:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for additional design and grant administration, construction engineering, contract administration, inspection, and construction staking for the Dexter 2011 DWRF Water Main Upgrades project.

PROJECT UNDERSTANDING

The Dexter 2011 Water Main Upgrades project has been mostly designed and will be out for bids on June 23, 2011. The bid opening will be held on July 15, 2011 at your office. After the bids are opened, the Village will continue with the project award. It is anticipated that the construction of the Water Upgrades project will occur during the fall of 2011.

The 2010 Dexter Water System Improvements project consists the replacement of approximately 7500 feet of 4-inch and 6-inch water main along Fifth, Fourth, Dover, Edison and Hudson Streets. The new water main will be 8-inch ductile iron water main. There will also be some minor drainage improvements along the route.

This project is being funded through the Drinking Water Revolving Fund (DWRF) through the Michigan Department of Environmental Quality (MDEQ). As such, there are specific requirements that need to be completed to secure the funding, including submitting Parts II and III of the DWRF loan application. Also, the project schedule has been established to meet the required schedule of the MDEQ. In addition, the funding brings additional administrative efforts to confirm compliance with Davis-Bacon Wage requirements, and Buy American provisions.

SCOPE OF SERVICES

OHM has completed most of the necessary design work and developed contract documents associated with these projects. We would like to offer the following scope of services for construction services.

Construction Services

1. Conduct a pre-construction meeting with the successful bidder and assist in executing of the contract documents.
2. Construction Staking services will consist of the required staking for the 7500 ft of water main.
3. Full-time daily observation will be provided when significant construction work or testing is occurring. Daily field reports will be prepared documenting pay item quantities and general progress for the day. Checking line and elevation for compliance with contract documents will also be provided as part of the construction observer's regular

34000 Plymouth Road | Livonia, Michigan 48150
p. (734) 522-6711 | f. (734) 522-6427
www.ohm-advisors.com

responsibilities.

4. A project engineer will oversee and supervise observation. In addition, the engineer will be responsible for resolving any interpretations or issues which may arise with the plans or contract documents.
5. The contract administration shall consist of the preparation of construction pay estimates in a timely manner to meet project deadlines for estimate approval, review of contractor construction progress for compliance with the approved project schedule, claim resolution, change order preparation, preparation of a final project punch-list and monitoring site restoration work until completed by contractor.
6. Appropriate testing services will be coordinated.
7. OHM will review all shop drawing submittals.
8. OHM will process any change order requests submitted by the contractor, and make recommendation to the Village for responding.

Other OHM Services

Additional Design Services - OHM has provided additional design services as part of completing the design work on the project. The additional services have included the following items:

- WTP Design – Design was provided to include the addition of a gate valve on the water transmission main to the Village, the addition of a hydrant, and disconnection of the water main to the old well house.
- Tree Protection – Additional effort was involved to ensure the protection of quality trees in the Village.
- Public Meetings – Meetings were held with the residents, Village staff, and Village Council to discuss the proposed improvements. Revisions were made to the plans that matched the Village's desires.
- Water Main Realignment – The water main was realigned after discussions with Village staff and Council.
- Existing Utilities – During design, existing utilities (gas) created conflicts with the proposed design. This led to additional coordination with the Village. Also, coordination will be needed between the Village, gas company, and contractor to construct the water main as proposed.
- Drainage Improvements – Drainage improvements were proposed in the areas where water main is being replaced.

DWRF Administration - OHM will work with the Village and their financial and legal consultants, as needed, to ensure that the appropriate information is provided to the MDEQ for processing of the DWRF Loan.

Record Drawings – Upon completion of the construction, OHM will compile the as-built information for the water main and drainage improvements into the final record drawings. We will submit one paper copy and one digital CD with PDFs of the record drawings for the Village's records.

Drainage and Sidewalk Improvements

Design Effort - OHM has provided additional drainage design services for improvements proposed on the northeast side of Fourth St between Inverness and Hudson at the direction of Village staff.

Construction Services – OHM proposes to provide construction services as outlined above on the non-eligible items, which include the drainage improvements on the northeast side of Fourth

St between Hudson and Inverness and the sidewalk addition (if requested) on Edison Street between Second St and Fifth St. The addition of sidewalk will occur in the field at the direction of the construction engineer. Therefore, any staking and field design is included in the Construction Services.

Additional Services

The services outlined herein constitute the total obligation of the parties. If additional services are requested, they can be provided in accordance with OHM's Hourly Rate Schedule for the year in which the services are performed or at an agreed upon fee.

COMPENSATION

The Village will be invoiced monthly for services rendered on an hourly basis, with a not to exceed amount. Compensation due will be based on the actual hours worked during each phase of the project. The following budgets are presented for your consideration:

DWRF Funded	
Construction Services	
Construction Staking	$ 35,000
Construction Engineering/Contract Administration	$ 75,000
Inspection	$ 65,000
Construction Services Total =	**$175,000**
Other OHM Services	
Additional Design Services	$ 10,000
DWRF Administration	$ 9,700
Record Drawings	$ 6,200
Other OHM Services Total =	**$ 25,900**
Non-eligible Improvements	
Drainage and Sidewalk Improvements	
Additional Design Effort	$ 2,000
Construction Services*	$ 8,000
Non-DWRF Funded Total =	**$ 10,000**

*Effort shown will decrease if sidewalk on Edison Street is not installed as part of this project. Some Construction services will still be needed for the drainage improvements.

NOTE: Testing has not been included in the estimates above. It is estimated that the Testing Services will be $25,000 for DWRF Funded work, and $2,000 for Non-DWRF Funded work.

SCHEDULE

It is anticipated that the Dexter 2011 Water Main Upgrades project will be completed in the fall of 2011.

CONTRACT TERMS AND CONDITIONS

The attached Standard Terms and Conditions, dated March 2003 and as shown as Exhibit 1, are incorporated into this proposal by reference, with Section 7 omitted at the request of the Village.

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

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

Rhett Gronevelt

Rhett Gronevelt, P.E.
Principal

VILLAGE OF DEXTER
DEXTER 2011 WATER MAIN UPGRADES
Additional Engineering Services

Accepted By:_____

Printed Name:_____

Title:_____

Date: _____

AGENDA 6-13-11
ITEM L-4

VILLAGE OF DEXTER ddettling@villageofdexter.org
8140 Main Street Dexter, MI 48130-1092 Phone (734)426-8303 Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: June 13, 2011
Re: New Hire and Transition Next Steps Recommendation

Attached is a candidate matrix that provides a complete list of the candidates. The top two candidates are highlighted with an asterisk. The team recommends Scott Maurer for the position. His experience, licenses and personality make him an excellent fit for this position. He worked for the City of Grand Blanc and brings 6 years of experience in water treatment and distribution. Scott worked for one year for the Village of Milford where he was laid off. He also has 5 years experience in construction, including water, storm and sanitary sewer main installation, road construction, and project inspection skills. His experience is well rounded to include welding/metal fabrication, carpentry work, rebuilding motors, and snow plowing. Scott is willing to accept the position at the terms shown below.

The village can hire above the minimum rate in a classification to account for an applicant's skill, experience and training. Therefore, the starting base wage of $15.08 a level 3 for a Public Utility Operator under the "New Hire" wage scale is being recommended. It will take 9 years for the employee to achieve the maximum wage for this position. Scott will also receive an additional $.50 for each license he has earned, or an additional $2.50 per hour for a total hourly rate of $17.58. This is an annual budget impact in wages of $36,566.40. MERS and FICA/SS costs will total $3,711.49. Scott plans to elect the cash out in lieu of Health Care Coverage, which will cost $3,000.

Attached are additional details of the wage and benefits plan presented to Scott. The financial package for the new hire is programmed into the FY 2011-12 budget.

Scott agreed to start working for the village under a temporary status to help the village out with emergency staffing needs. The selection team is requesting that Council authorize the appointment of Scott Maurer at the terms proposed above and with a hire date retroactive to May 26, 2011 for the following reasons:

- The Water and Wastewater Funds for 2011/12 budget can support this expense.
- The new employee has an S3 Distribution license and a D-4 Treatment license.
- The new employee possesses comprehensive skills that will bring added value to all departments.
- The hire will enhance operations and service delivery to the public.
- The Village will achieve a staffing level of 5 for the operation of water and wastewater which will facilitate safe and efficient operation of these public facilities.
- This position is vital in bringing control and stability to the overall operation of Water and Wastewater Facilities.

This recommendation to hire also impacts the approach I'm recommending for next steps with the Public Services Superintendent situation. I believe it is in the best interest of the village to allow additional time

to continue to explore organizational structural options and evaluate legal issues associated with staff restructuring.

My primary goal is to achieve increased stability and develop a further understanding of how best to staff the organization for the long term. Therefore, I am recommending that the roles of the Utility and Streets Foremen be supported, and permitted to develop through the end of the year. This will provide additional time for the Village Manager and Council to fully develop the activity tracking tool for the analysis of our long term organizational staffing needs.

Also included with this memo is a copy of the June 14, 2010 "Transition" document used by Council during a work session to review options for the transition. I recommend that we revisit the transition options in a future work session to be scheduled prior to our regular meeting of July 25th or August 8th.

	S3 Distribution D3 Treatment C Sewer				Licenses						
Rank	Applicant		Address	Phone & Email						Reference Check	Comments
	Chevtchenko	Natalia	27975 Trailwood Court Farmington Hills MI 48331	313-737-8161 natchev@ymail.com	D				$15/hour expected	Summary sheet with reference feedback prepared.	last employment ended 3-2010
	Clements	Darrell	115 S. State Street Nashville, MI 49073	517-852-2209 or 269-838-1406 Jr9591@sbcglobal.net	D3	S3	L2	CDL	$15/hour expected	Summary sheet with reference feedback prepared.	Village of Nashville MI ended 11-2008see wage history. **Interviewed 4-1-11**
	Craigmile	Don	218 West McKay Saline, MI 48176	734-429-2492 Craigmile2@AOL.com	S3?				Not provided	Summary sheet with reference feedback prepared.	Laid off 11-2011 from OHM Experience in Water and Wastewater Operations- hired FT Temp Village licenses inactive **Interviewed 4-5-11**
	Friedrich	Richard	469 Dailey Court Fowlerville, MI 48836	810-357-6966 friedrich295@gmail.com	D1	S1	F3	A,B,C,D ,L,L2	$22/hour expected	Summary sheet with reference feedback prepared.	last employment ended 12-2010
	Maurer	Scott	7741 Clyde Road Fenton, MI 48430	810-280-8918 tjguy30@yahoo.com	D4	S3		CDL-B	Not provided	Summary sheet with reference feedback prepared.	Laid off from Milford **Interviewed 3-31-11**
	Mazur	Paul	28494 Lorraine Drive Farmington Hills, MI 48336	810-686-9882 mann0213@aol.com				B,C,D	$24/hour expected	Summary sheet with reference feedback prepared.	last employment ended 11/2009
	Santure	Paul	831 Stetson Tecumseh, MI 49289	734-649-9900 paulsanture@gmail.com	D	S4	D4		$15/hour expected	Summary sheet with reference feedback prepared.	last employment ended 7-2009 licenses inactive **Interviewed 4-1-11**
	Halliwell	Robert	12559 Wolf Lake Forest Jackson, MI 49201	734-660-4786 bahyr09@yahoo.com	D2	F4	S2		$61,568 Salary	Removed himself from consideration couldn't make wage and benefit package work	Currently employed by Infrastructure Alternatives
	Markose	Raju	16929 Ryan Livonia, MI 48154	734-261-8343 313-729-6856				A,B,C,D	Not provided	Removed himself from consideration couldn't make wage and benefit package work	Currently employed Pinnacle Foods
	Bell	Brent	3200 Jeanette Drive Chelsea, MI 48118	734-433-1427 bsmggbell@sbcglobal.net	None				$23 per hour		
	Bokros	Edward	12800 McKinley Heights Drive Chelsea, MI 48118	734-433-0435 734-216-7622	None				Not provided		Independent Contractor
	Green	Michael	5936 S. Mohawk Ypsilanti, MI 48197	517-605-1798				CDL			
	Hamilton	John	2789 Golfside Road Apt 102 Ypsilanti, MI 48197	734-635-3034 Hamiltonjohn25@yahoo.com	None				Not provided		
	Heldt	Ronald	12601 Hitchingham Road Milan, MI 48160	734-320-3759 raheldt@sbcglobal.net	None				$9 per hour		
	King	Lawrence	3668 Spyglass Drive Oakland, MI 48363	248-726-9672 589-413-7397 wolf3592@sbcglobal.net	None				Not provided		
	Mercer	Jeffrey	9610 Fleming Road Dexter, MI 48130	734-426-3894 jeffreymercer6121@sbcglobal.net				CDL	19.00 per hour		
	Skalski	Michael	9910 Riverview Pinckney, MI 48169	810-923-1054 askalski@live.com	None				Not provided		
	Sproull	Frederick	11103 McGregor Road Pinckney, MI 48169	734-878-2015 jsproull2015@yahoo.com	None				19.73 per hour		
	Tommelleo	Rick	2801 Lakeside Drive Lexington, OH 44904	419-884-2073 419-565-8386 rtommello@gmail.com	None				Not provided		Village of Lexington OH
	Uphaus	Joseph	17675 W. Pleasant Lake Road Manchester, MI 48158	589-907-4252	None				Not provided		
	Walton	Fredrick	11610 Louis Lane Whitmore Lake, MI 48189	734-777-1623 fredbuck1@juno.com	None				Not provided		
	Wolf	David	14400 Island Lake Road Chelsea, MI 48118	734-433-0625 or 355-5075	None				Not provided		

Union Contract and Base Wage Recommendation
New Hire, Public Utility Operator- Wage and Benefits
Scott Maurer

Health Care Provided by Village
- No premium co-pays
- Preventive services paid at 100%
- Out of pocket deductible, village reimburses
- Option for Cash out in lieu of coverage up to $3,000 each year

MERS Pension – Defined Contribution
- 5% Mandatory Employee Contribution
- 2.5% Village Contribution

Vacation and Sick Leave Accrual
- Sick accrued at 1 day per month
- Vacation accrued 12 days per year, accrued after 6-months

License Pay .50 Per hour

Distribution License S-3	.50	Treatment License	D-4	.50
Distribution License S-4	.50	Treatment License	D-5	.50
Distribution License S-5	.50			

Probation period 6-months
Holiday Pay 13 days per year
Clothing Allowance $250 per year
Short Term Disability
Life Insurance $50,000

Article 39 Section II

II. Employees shall, in addition to the wages indicated, be paid fifty cents (50¢) per hour for each of the following licenses they possess provided they are required for the performance of their assignments.

- D-5 Treatment License
- D-4 Treatment License
- D-3 Treatment License
- D-2 Treatment License
- S-5 Distribution License
- S-4 Distribution License
- S-3 Distribution License
- S-2 Distribution License
- B Wastewater License
- C Wastewater License
- D Wastewater License

Union Contract Exhibit B
Wage Scale for Employees hired after March 2, 2011
Attached

EXHIBIT B

Wage Scale for Employees hired after March 1, 2011:

Effective March 1, 2011

	Hire	1	2	3	4	5	6	7	8	9	10	11	12
Administrative Assistant	$12.00	$12.30	$12.61	$12.92	$13.25	$13.58	$13.92	$14.26	$14.62	$14.99	$15.36	$15.75	$16.14
Utility Billing Clerk	$13.00	$13.33	$13.66	$14.00	$14.35	$14.71	$15.08	$15.45	$15.84	$16.24	$16.64	$17.06	$17.48
DPW Worker	$14.00	$14.35	$14.71	$15.08	$15.45	$15.84	$16.24	$16.64	$17.06	$17.48	$17.92	$18.37	$18.83
Public Utility Operator	$14.00	$14.35	$14.71	$15.08	$15.45	$15.84	$16.24	$16.64	$17.06	$17.48	$17.92	$18.37	$18.83
Chief Lab Tech	$15.00	$15.38	$15.76	$16.15	$16.56	$16.97	$17.40	$17.83	$18.28	$18.73	$19.20	$19.68	$20.17
Lead Operator - DPW	$18.00	$18.45	$18.91	$19.38	$19.87	$20.37	$20.87	$21.40	$21.93	$22.48	$23.04	$23.62	$24.21
Lead Operator - Utility	$18.00	$18.45	$18.91	$19.38	$19.87	$20.37	$20.87	$21.40	$21.93	$22.48	$23.04	$23.62	$24.21
Foreman - DPW	$19.00	$19.48	$19.96	$20.46	$20.97	$21.50	$22.03	$22.59	$23.15	$23.73	$24.32	$24.93	$25.55
Foreman - Utility	$19.00	$19.48	$19.96	$20.46	$20.97	$21.50	$22.03	$22.59	$23.15	$23.73	$24.32	$24.93	$25.55

Effective July 1, 2012

	Hire	1	2	3	4	5	6	7	8	9	10	11	12
Administrative Assistant	$12.00	$12.30	$12.61	$12.92	$13.25	$13.58	$13.92	$14.26	$14.62	$14.99	$15.36	$15.75	$16.14
Utility Billing Clerk	$13.00	$13.33	$13.66	$14.00	$14.35	$14.71	$15.08	$15.45	$15.84	$16.24	$16.64	$17.06	$17.48
DPW Worker	$14.00	$14.35	$14.71	$15.08	$15.45	$15.84	$16.24	$16.64	$17.06	$17.48	$17.92	$18.37	$18.83
Public Utility Operator	$14.00	$14.35	$14.71	$15.08	$15.45	$15.84	$16.24	$16.64	$17.06	$17.48	$17.92	$18.37	$18.83
Chief Lab Tech	$15.00	$15.38	$15.76	$16.15	$16.56	$16.97	$17.40	$17.83	$18.28	$18.73	$19.20	$19.68	$20.17
Lead Operator - DPW	$18.00	$18.45	$18.91	$19.38	$19.87	$20.37	$20.87	$21.40	$21.93	$22.48	$23.04	$23.62	$24.21
Lead Operator - Utility	$18.00	$18.45	$18.91	$19.38	$19.87	$20.37	$20.87	$21.40	$21.93	$22.48	$23.04	$23.62	$24.21
Foreman - DPW	$19.00	$19.48	$19.96	$20.46	$20.97	$21.50	$22.03	$22.59	$23.15	$23.73	$24.32	$24.93	$25.55
Foreman - Utility	$19.00	$19.48	$19.96	$20.46	$20.97	$21.50	$22.03	$22.59	$23.15	$23.73	$24.32	$24.93	$25.55

VILLAGE OF DEXTER ddettling@villageofdexter.org
8140 Main Street Dexter, MI 48130-1092 Phone (734)426-8303 Fax (734)426-5614

MEMO

To: **President Keough and Council**
From: **Donna Dettling, Village Manager**
Date: **June 14, 2010** Revisit options
Re: **"Transition" Utility Superintendent Replacement Options**

Several options for the transition for Ed Lobdell's retirement are explored below. A work session to further discuss these options and develop additional options is planned for Monday, June 14, 2010 prior to the Council meeting.

1. Maintain the current arrangement. A copy of the current job description "Superintendent of Public Services" is attached. Also included is a Salary History for Ed's tenure. Council will establish a Salary Range per the Employee Handbook, which will be used to set pay for full-time position. Placement in the range depends on performance, education, experience, knowledge and familiarity with duties.

2. Enhance the job description to include Civil Engineering responsibilities and qualifications. Council would establish a Salary Range and a job description that incorporates all the facets of the current position and include engineer responsibilities. A job description from the City of Rochester is attached as an example of how a new position could be structured.

3. Look at not replacing the Superintendent of Utilities position and the possibility of Dan Schlaff and Kurt Augustine leaving the Union and become Non-union foreman who would report directly to the Village Manager. The Streets Forman and Public Utility Foreman job descriptions would be rewritten to expand supervisory responsibility in their respective departments similar to how the Village operated prior to 2004 when the Streets Superintendent and Utilities Superintendent were separate positions. Exempt, salary pay ranges would be established for each position and the Union Foremen positions eliminated. There is a possibility under this scenario that Dan and Kurt could unionize under a Teamster Management Local.

4. Look at not replacing the Superintendent of Utilities position and the possibility of leaving Dan and Kurt in the Union but expand their supervisory responsibilities and they would report to the Village Manager. The practical difficulty in this arrangement would be supervisory responsibility of the Union employees over other union employees. Conflicts could come up in the implementation and interpretation of the contract as it applies to union employees by union employees who could make decisions that are advantageous to the union contract and not the village. The first step after a grievance is filed is to attempt to resolve the grievance with the immediate supervisor, if not resolved it goes to Village Manager and then to arbitration. As union stewards both Dan and Kurt would not be able to act as both immediate supervisor and union representative for the grieved employee. The grievance would go directly to the Village Manager step. Another practical difficulty is that grievances can be created from the action or lack of action or the interpretation of the union contract from a union employee's immediate supervisor.

5. Investigate hiring a private firm to operate the Wastewater Treatment Facility, treatment operations only or treatment operation and distribution. Evaluate just Wastewater or Water and Wastewater.

6. Hire a contracted employee to replace Ed Lobdell, possibly include an overlap before Ed leaves. This contract could be temporary to allow time to define operational needs in all village service areas. The scope of services and the length of time would be set by Council. This contracted employee could help with the investigation, evaluation and transition into what is the best alternative long term for the Village i.e. hiring a private firm to operate the wastewater plant, or any other option Council might consider. This could provide an opportunity to evaluate the entire organization and develop cost effective ways to complete tasks with less administrative staff.

Additional Information:
The Village's Wastewater Treatment Plant is rated a B Plant, because of the type of treatment. DNRE requires a B Wastewater Treatment License to operate the plant. Ed doesn't have a Wastewater Treatment License, but DNRE agreed that as long as we had an operator that possesses a B license, that would be acceptable. Andrea Dorney has a B Wastewater Treatment License. It will be advantageous for the Village to require that the person we hire either through contract or regular employment have or be working toward a B Wastewater License.

The Village's current Water Treatment and Distribution systems are rated D3 and S3 systems respectively. DNRE requires a D3 Treatment License and a S3 Distribution license to operate the treatment facility and manage the distribution system. Ed Lobdell has the D3 and S3 licenses.

Licenses:
Ed Lobdell has the D3 Water Treatment License and an S3 Water Distribution License, Water and Sewer
Andrea Dorney has D3 Water Treatment and B Wastewater Treatment, Sewer
Dan Schlaff has an S4 Water Distribution license, Sewer
Keith Kitchen doesn't have any licenses, Water and Sewer
Larry Sebring has a S3 Water Distribution License, Water
Doug Schlaff doesn't have any licenses, Sewer

When Ed retires the Village will be lacking in licenses although technically we would have licenses covered with Andrea and Larry. We would need to confirm with DNRE Representatives Bethel Skinker and Deb Snell that licenses for Andrea and Larry are acceptable. We also want to protect ourselves on the Water and Wastewater Treatment and Distribution licenses when we evaluate our options. If anything happened to Andrea or Larry's licenses this would be a challenging set back for the Village, especially on Treatment licenses.

I included several recent duty lists that Ed provided. Ed will be attending the work session. This list is not meant to be exhaustive of our options, but rather a place to start the discussion. This situation presents a valuable opportunity for the Village to have a positive influence on future delivery of services and the cost associated with those services.

AGENDA 6-13-11
ITEM L-5

VILLAGE OF DEXTER

ddettling@villageofdexter.org
8140 Main Street Dexter, MI 48130-1092 Phone (734)426-8303 Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: June 13, 2011
Re: DDA Budget 2011-12

Attached is the DDA Budget for Fiscal Year 2011-12. Please note that a proposed FY 2012-13 is also presented. The DDA adopted the proposed budget for FY 2011-12 on May 19, 2011.

The DDA requests that the village make a motion to accept their FY 2011-12 Budget.

5-19-11 ADOPTED

	Current Year 2010/2011 Adopted Budget	Current Year 2010/2011 Estimated Year End	Proposed 2011/2012	Proposed 2012/2013	DDA Board Adopted	Notes
Fund 248 Downtown Development Authority						
Revenues						
415.000 Tax Capture Revenue	445,000	396,000	360,800	334,300		Loss of revenue based upon commercial assesments continued falling and continue to fall (5%)
Based on Board of Review taxable value and 2010 millage rates.						
665.000 Interest Earned	2,000	530	1,000	1,000		
DAPCO Interest				200,900		
Interest from DAPCO CD						
Total Revenues	447,000	396,530	361,800	602,200	-	
Reserves Used for Current Budget		-				
Total Revenue & Reserves	447,000	396,530	361,800	602,200	-	
Expenditures						
Department 248 Administration						
803.000 Contracted Services	1,500	1,500	1,500	1,500		
Audit at same cost as FY 09/10 and FY 10/11 per agreement with auditor						
820.000 Consulting	10,000	10,000	1,000	5,000		
957.002 DDA Capture refunds	5,000	3,500	5,000	10,000		
Downtown Event Sponsorships			500	1,000		
Total Administration	16,500	15,000	8,000	17,500	-	
Department 442 Downtown Public Works						
803.015 Village Maintenance	40,000	40,000	9,100	40,000		Could use $30,900 of cash reserves to make this $40k from DDA pooled cash account (est year end +/- $60k)
Paid to the Village for salary support and landscape services and Holiday Lighting.						
970.000 Capital Improvements	-	-	-	-		
None planned						
Total Downtown Public Works	40,000	40,000	9,100	40,000	-	
Department 965 Transfers Out						
999.012 Transfer Out for Bond Payments - 394	304,000	304,000	344,700	341,100		
Based on actual bond payments						
999.014 Transfer Out to DDA Project Fund - 494	-	-	-	70,000	-	
Total Transfers Out	304,000	304,000	344,700	411,100	-	
Total Expenditures	360,500	359,000	361,800	468,600	-	
DDA Fund Total Revenue Over Expenditures	*86,500*	*37,530*	-	*133,600*	-	Consider protecting this $ for bond payments short coming of $100,000K; Tax appeals
DDA Fund Total Revenue/Reserves Over Expenditures	*86,500*	*37,530*	-	*133,600*	-	

	Current Year 2010/2011					
	Adopted	Estimated	Proposed	Proposed	DDA Board	
	Budget	Year End	2011/2012	2012/2013	Adopted	
Fund 394 DDA Debt Fund						
Revenues						
665.000 Interest Earned	2,000	2,000	2,000	2,000		
CD Interest						
695.006 Transfer In from DDA Fund 248	304,000	304,000	344,700	341,100		
To cover fiscal year 2010/2011 bond payments						
Total Revenues	306,000	306,000	346,700	343,100	-	
Reserves Used for Current Budget	-	-	-	-		
Total Revenue & Reserves	306,000	306,000	346,700	343,100	-	
Department 850.000 Long Term Debt						
992.000 Bond Fees	1,300	2,050	1,000	1,000		
997.001 DDA 2001 Bond ($900K)	83,000	83,000	85,700	83,100		
997.003 DDA 2008 Taxable Bond ($1.6M)	123,700	123,700	138,700	137,000		
997.004 DDA 2008 Non-Taxable Bond ($2+M)	96,300	96,300	121,300	120,000		
Total Long Term Debt	304,300	305,050	346,700	341,100	-	
Total Expenditures	304,300	305,050	346,700	341,100	-	
DDA Fund Total Revenue Over Expenditures	1,700	950	-	2,000	-	
DDA Fund Total Revenue/Reserves Over Expenditures	1,700	950	-	2,000	-	

	Current Year 20010/2011					Notes
	Adopted	Estimated	Proposed	Proposed	DDA Board	
	Budget	Year End	2011/2012	2012/2013	Adopted	
Fund 494 DDA Project Fund						
Revenues						
675.000 Contributions - Private Source	-	-	-			
FY 08/09 for Apline alley improvements						
695.006 Transfer In From DDA Fund 248	-	-	-	70,000		
Total Revenues	-	-	-	70,000		
Reserves Used for Current Budget	-	-	2,000			
Total Revenue & Reserves	-	-	2,000	70,000	-	
Expenditures						
Department 901.000 Capital Improvements						
ADA Ramp	-	-	-	20,000		See Projections (4-5 year term; $20k +/- per year)
ADA access ramp for park. Estimate per Allison.						
DAPCO Property Planning/Raising	-	-	2,000	30,000		See Projections $30,000 in Year 2012/2013
Property Purchase Payment to Village	-	-	-	18,700		See Projections for Village Payback (4-5 year term; Total will be carried with DDA NOT VILLAGE)
Total owed $142,000 (anticipated)						
Total Capital Improvements	-	-	2,000	68,700	-	
Total Expenditures	-	-	2,000	68,700	-	
DDA Fund Total Revenue Over Expenditures	-	-	-	1,300	-	
DDA Fund Total Revenue/Reserves Over Expenditures	-	-	-	*1,300*	-	

AGENDA 6-13-11
ITEM L-6

RESOLUTION #2011-_____

RESOLUTION TO AWARD BID – BAKER ROAD STORM OUTLET REPAIR

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 13th day of June, 2011, Eastern Daylight Time.

PRESENT: Members:

ABSENT: Members:

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

WHEREAS, a notice to bidders for the receipt of bids for the Baker Road Storm Outlet Repair was published on MITN (Michigan Intergovernmental Trade Network) on April 25, 2011 and receipt of bids was on May 16, 2011; and

WHEREAS, the Village received six (6) bids for the Baker Road Storm Outlet Project; and

WHEREAS, Iron Creek, 811 Red Mill, Tecumseh, MI 49286 was the lowest qualified bidder with a project cost of $7,500.00;

WHEREAS, the Village has worked with the contractor on prior projects to the Village's satisfaction and will provide inspection to assure project completion in accordance with the permits and plans;

BE IT RESOLVED by the Village of Dexter Council, Washtenaw County, Michigan that the bid for the Baker Road Storm Outlet Repair at 2615 Baker Road be awarded to:

VENDOR: Iron Creek
ADDRESS: 811 Red Mill, Tecumseh, MI 49286
COMPLETION: July 1, 2011 to August 1, 2011
PROJECT COST: $7,500.00

BE IT FURTHER RESOLVED that the bid is awarded under the conditions of the bid requirements, including but not limited to performance bond requirements, insurance, inspection and project completion in accordance with the Michigan Department of

Environmental Quality permit #11-81-0001-P and upon execution of the Notice of Award.

BE IT FURTHER RESOLVED that the Village Manager or designee are hereby authorized to enter into a contract with the above listed company.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED THIS 13th DAY OF JUNE, 2011

Village President – Shawn W. Keough

CERTIFICATION

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, at a regular meeting held on the 13th day of June, 2011.

Village Clerk – Carol J. Jones

Baker Road Storm Outlet Repair
Bid Due – May 16, 2011 at 3 pm

BID TAB

	Contact	Contact Info	BID PRICE
Iron Creek	Tom Peltes	P 734-231-5287 F 517-423-7960 tpeltes@comcast.net	$7,500.00
Tanner Excavating	Pat Tanner	P 734-424-0046 F 734-424-0047 tannerexcavating@charter.net	$15,710.00
ET McKenzie	John Niemiec	P 734-761-5323 F 734-761-5323 jniemiec@mackenzieco.com	$19,990.00
Knights Grading and Excavating	Bob Knight	P 734-426-3984 BKexcavating@gmail.com	$9,585.50
Fonson, Inc.	Steve Staley	P 810-231-5188 F 810-231-5404 Staley@fonsoninc.com	$14,774.00
Jules Swartz and Sons Excavating	Albert Swartz	P 517-783-2480 F 517-783-2039 swartzexcavating@sbcglobal.net	$18,000.00

VILLAGE OF DEXTER

DEPARTMENT OF PUBLIC SERVICES

NOTICE OF AWARD

BID TITLE:	BAKER ROAD STORM OUTLET REPAIR
BID AMOUNT:	$7500.00 + $7500.00 Performance Bond Council to award on June 13, 2011

DRAFT

ISSUING AGENCY INFORMATION	
ISSUED BY: Village of Dexter, 8140 Main Street, Dexter, MI 48130	**ISSUE DATE: 4-26-11** **AWARD DATE: 6-13-11**
CONTRACT AWARDED TO LOW BIDDER: **Iron Creek** **Tom Peltcs** **811 Red Mill** **Tecumseh, MI 49286** **Phone 734-231-5287** **Fax 734-769-7519**	**AWARDED BY:** **Village of Dexter** **8140 Main Street** **Dexter, MI 48130** **Website: www.villageofdexter.org**

VILLAGE OF DEXTER BAKER ROAD STORM OUTLET REPAIR
STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The Village reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the Village. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the Village, or their authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the Village's solicitation document and a vendor's response, the language contained in the Village's original solicitation document will prevail.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. OHM, Village's consulting engineer, will be on site for full time project inspection unless otherwise determined by the Village.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the Village of Dexter. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the Village, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the Village, under this agreement.

RIGHT TO REJECT: The Village has the right to reject bids and proposals with reason. Failure to comply with any part of the contract, specifications, plans or permit requirements may result in cancellation of the contract.

PAYMENT TERM: Payment terms will be within 30 days of project completion and/or date of invoice from the contractor.

TAX EXEMPTION: The Village of Dexter is tax exempt (#38-6004671).

TERMINATION OF CONTRACT: Unless otherwise stated, the Village may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

COMPLIANCE WITH WORKERS' COMPENSATION ACT
The Contractor is required to supply the Village of Dexter with proof of compliance with the Workers' Compensation Act while performing work for the Village of Dexter. Neither the Contractor nor its employees are employees of the Village. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the Village, within 10 working days of the Notice of Award and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

INSURANCE REQUIREMENTS

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the Village of Dexter, Michigan.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the Village, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the Village, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $300,000 per occurrence and $1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Coverages shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions, or equivalent; (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

Additional Insured Status: The Village, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain coverage with limits of not less than $300,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. This insurance must be maintained for the duration of the contract. The Village must receive all required certificates and endorsements within 10 days from the date of the Notice of Award before a contract will be issued. Work may not commence until a contract is in place. The Contractor must notify the Village immediately, and no less than 30 days, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Village reserves the right to require complete copies of insurance policies at all times.

Proof of Insurance Coverage: The contractor shall provide the Village of Dexter, Michigan, at the time contracts are returned for execution, certificates and policies listed below:

A. Certificate of Insurance for Worker's Compensation Insurance;
B. Certificate of Insurance for Commercial Liability Insurance;
C. Certificate of Insurance for Automobile Liability Insurance;
D. Original Policy, or Original Binder pending insurance policy, or Owner's & Contractor's Protective Liability Insurance;
E. If so requested, certified copies of all policies mentioned above will be furnished.

Hold Harmless: (Page HHA-1) of this contract shall be executed by the contractor and submitted no later than 10 days following the Notice of Award and acceptance of the contract.

BAKER ROAD STORM OUTLET REPAIR PROJECT SCOPE

Project Location:
Approximately 2615 Baker Road; HD-08-06-300-029
Property Owner: Dexter Schools
Village of Dexter has been granted permission to complete permitted work on public storm system.

Permitted Activity:
Extend an existing 36-inch diameter outlet pipe an additional 24 feet by placement of a maximum of 35 cubic yards of clean granular fill for pipe bedding and riprap. Remove the failing retaining wall and create a stable 1:4 slope from the new pipe end section to the sidewalk. All work shall be completed in accordance with attached plans dated March 7, 2011 and in accordance with the Michigan Department of Natural Resources and Environment Permit # 11-81-0001-P.

Contractor Requirements:
The Village requires 3 working days notice prior to the contractor starting the project. Contact Allison Bishop at 734-426-8303 ext. 15 for start date notification.

Contractor to provide a staging plan identifying the area of the school parking lot that will be utilized for work. Performance bond will not be returned until inspection has been completed verifying area has been restored to original condition.

Granular fill may be brought in to site as necessary and in conformance with the MDEQ permit.

Soil Erosion Permit: The Village of Dexter applied for a soil erosion control and sedimentation control permit from the Washtenaw County Drain Commissioners Office on May 24, 2011.

Mulch blankets are required on disturbed slopes; no seed mix is specified.

Performance Bond: The contractor shall provide a performance bond in the amount of the project ($7500.00) to the Village prior to starting contracted work.

Contractors must be qualified to complete the work as proposed.

The Village will be onsite for inspection and reserves the right to inspect the work for 30 days following project completion.

The work shall be started after July 1, 2011 and completed by August 1, 2011.

The contractor shall provide a construction schedule detailing the construction sequence.

The contractor shall remove only necessary vegetation to complete work and may leave vegetative debris in a neatly stacked pile for disposal by the Dexter DPW. Stumps are to remain in place to reduce soil erosion and sedimentation, where possible. Remove dead trees at the south end of the project site that may impact ability to complete construction.

TOTAL BID PRICE: $7500.00	
START DATE:	**END DATE:**

HOLD HARMLESS AGREEMENT

"To the fullest extent permitted by law, _____, 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 for or 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, volunteers or others working in behalf of the Village of Dexter, by reason of personal injury, including bodily injury and 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."

_____ _____

Signature Date

CONTRACT AGREEMENT

This agreement entered into as of the June _____, 2011. By signing below the contractor agrees to complete the work in conformance with the contract, in conformance with the MDEQ permit (as stated above) and all other requirements listed is the award and/or bid document.

_____	_____	_____
Print Name Iron Creek Tom Peltcs	Date	Signature
_____	_____	_____
Print Name Village of Dexter Allison Bishop, AICP Community Development Manager	Date	Signature

AGENDA 6-13-11

ITEM C-7

VILLAGE OF DEXTER

cnicholls@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092 Phone (734)426-8303 ext 17 Fax (734)426-5614

MEMO

To: **President Keough and Council Members**
From: **Courtney Nicholls, Assistant Village Manager**
Date: **June 13, 2011**
Re: **Defined Contribution**

In the recently negotiated contract it was decided that new employees will participate in a defined contribution program instead of the current defined benefit program. To open this program Council needs to pass two resolutions.

The first resolution is the Restated Uniform Defined Contribution Program Resolution which opens the defined contribution program as of March 1, 2011 for all new employees and sets the parameters to allow current employees to consider switching. When an employee switches programs, the excess, if any, of the actuarial present value of the employees accrued benefit over the employee's accumulated contribution is transferred to a defined contribution account. This means that the employee contribution plus the difference between the present value of the pension benefit the employee has accrued and the employee contribution is transferred to the defined contribution account.

Council has the option of determining which employees it will allow to have the option to switch:

1) employees who are vested (10 years of employment)
2) employees who have worked at the Village for a specified number of years (determined by Council)
3) all employees without regards to vesting

The paperwork has been presented allowing all employees, regardless of vesting, to have the option to switch. This is recommended because removing as many employees as possible from the defined benefit program lowers the Villages contribution for the employee from 10% to 2.5% and eliminates a long term liability.

The second resolution is the Restated Defined Contribution Plan Adoption Agreement which sets the parameters of the defined contribution program as a 2.5% employer contribution and a 5% employee contribution with immediate vesting. For the employee contributions to be pre-tax, the "pick-up" provision must be selected. This is a requirement of the IRS (the relevant ruling is attached). The employee contribution will be made as a reduction in salary.

The second resolution also asks whether we want the employees to have the ability to take a loan against their retirement. The paperwork has been completed to not allow a loan to be taken. If the Village did decide to allow loans we would have to establish a procedure, pursuant to the IRS rules, that would govern when we would allow loans to be taken.

Also included for your review is the defined contribution section of the MERS Plan Document.

MERS 2010 Restated Uniform Defined Contribution Program Resolution

1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 www.mersofmichigan.com

This Resolution, together with Section 19A of the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, constitute the entire Benefit Program DC ("MERS Defined Contribution Plan") Plan Document.

WHEREAS, the MERS Plan Document of 1996, effective October 1, 1996, authorized a defined contribution option (Section 19A, Benefit Program DC) as a new benefit program that a participating municipality or participating court ("court") may adopt for MERS members to be administered under the discretion of the Municipal Employees' Retirement Board as trustee and fiduciary, directly by (or through a combination of) MERS or MERS' duly-appointed third-party administrator.

WHEREAS, as a new provision, Section 19A, along with the remainder of the Plan, received from the Internal Revenue Service a Letter of Favorable Determination (dated July 8, 1997, with most current Letter dated June 15, 2005) that the Plan is a qualified Plan under Section 401(a) of the Internal Revenue Code, and an exempt trust under Section 501(a).

WHEREAS, Benefit Program DC became operational in August 1997, following the July 8, 1997, Letter of Favorable Determination.

WHEREAS, this Restated Uniform Resolution has been approved by the Board under the authority of 2004 PA 490 (amending 1996 PA 220), Section 36(2)(a); MCL 38.1536(2)(a), declaring that the Retirement Board "shall determine . . . and establish" all provisions of the retirement system. Under this authority, the Board authorized Section 19A, the Benefit Program DC, which shall not be implemented unless in strict compliance with the terms and conditions of this Restated Resolution.

- It is expressly agreed and understood as an integral and nonseverable part of this Restated Resolution that Section 43B of the Plan Document shall not apply to this Restated Uniform Resolution and its administration or interpretation.

- As provided in Plan Document Section 19A(2), in the event any alteration of the terms or conditions stated in this Restated Uniform Resolution is made or occurs, under Section 43B or other plan provision or other law, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the MERS Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty: to administer (or to have administered) the Benefit Program DC; to authorize the transfer of any defined benefit assets to the Benefit Program DC; or to continue administration by MERS (or any duly-appointed third-party administrator).

WHEREAS, concurrent with this 2010 Restated Resolution, and as a continuing obligation, this governing body has completed and approved, and submitted to MERS documents necessary for adoption and implementation of the MERS Benefit Program DC.

NOW, THEREFORE, BE IT RESOLVED that the governing body adopts MERS Benefit Program DC as provided below.

I. NEW EMPLOYEES (Plan Sec 19A(4) – (10))

AVAILABLE FOR ADOPTION SO LONG AS THE TOTAL FUNDED PERCENT OF AGGREGATE ACCRUED LIABILITIES AND VALUATION ASSETS OF ALL RESERVES SPECIFIED IN TABLE 13 (OR SUCCESSOR TABLE) FOR THE PARTICIPATING MUNICIPALITY OR COURT, AND FOR THE AFFECTED MERS BENEFIT PROGRAM CLASSIFICATION(S) OF THE MOST RECENT MERS ANNUAL ACTUARIAL VALUATION REPORT IS AT LEAST EIGHTY PERCENT (80%).

Effective the first day of March, 2011, (to be known as the **ADOPTION DATE**),

the Village of Dexter (MERS municipality/court) hereby adopts Benefit Program

DC for General (01) (specify division #s)

first hired or rehired to the division at any time on and after the Adoption Date, and optional participation for any employee or officer of this municipality otherwise eligible to participate in MERS under Section 2B(3)(a)) of the Plan Document who has previously elected to not participate in MERS. The employer shall establish the transfer rule for transferred employees in the Employer Resolution Establishing a Uniform Transfer Provision. **ONLY THOSE EMPLOYEES ELIGIBLE FOR MERS MEMBERSHIP (SECTIONS 2B(3) AND 3 OF THE PLAN DOCUMENT) SHALL BE ELIGIBLE TO PARTICIPATE.**

(A) **CONTRIBUTIONS** shall be as allowed and specified in the MERS Defined Contribution Program Adoption Agreement (Attachment 2, completed and approved and a certified copy submitted to MERS concurrent with and incorporated by reference in this Resolution) **subject to the provisions of the Plan Document. A member is immediately vested 100% in any employee contributions (Section 19A(5)), and is vested in employer contributions under the employer vesting schedule (Section 19A(6)).**

(B) **EARNINGS** under the Adoption Agreement shall be defined as "Compensation" under Section 2A(6) of the MERS Plan Document, being the Medicare taxable wages reported on the member's W-2 statement.

(C) **VESTING** shall be as allowed and specified under:

(1) Plan Section 19A(6): and
(2) the Adoption Agreement.

STOP	If covering new employees only, skip II and go to III on page 5.	**STOP**

II. **OPTIONAL PROVISION FOR CURRENT MERS DEFINED BENEFIT MEMBERS WHERE BENEFIT PROGRAM DC FOR NEW EMPLOYEES ESTABLISHED** (Plan Sec 19A(18)-(21))

THIS OPTIONAL PROVISION SHALL ONLY BE SELECTED WHERE THE TOTAL FUNDED PERCENT OF AGGREGATE ACCRUED LIABILITIES AND VALUATION ASSETS OF ALL RESERVES SPECIFIED IN TABLE 13 (OR SUCCESSOR TABLE) FOR THE PARTICIPATING MUNICIPALITY OR COURT, AND FOR THE AFFECTED MERS BENEFIT PROGRAM CLASSIFICATION(S) OF THE MOST RECENT MERS ANNUAL ACTUARIAL VALUATION REPORT IS AT LEAST EIGHTY PERCENT (80%).

IT IS ADDITIONALLY RESOLVED, as provided in each of the following paragraphs:

(A) Effective on the **Adoption Date**, pursuant to Plan Section 19A(18) all current **MERS defined benefit** members who are members of the same employee classification described in Section I above on the **Adoption Date** shall:

THE GOVERNING BODY SHALL SELECT ONLY ONE OF THE FOLLOWING:

- ☐ where vested under this municipality's applicable MERS vesting program (10, 8, or 6 years)
- ☐ where the employee has at least the following number of years of credited service for this municipality on **Adoption Date:**_____ (insert whole number less than vesting program)
- ☒ without regard to vesting

be offered the opportunity to irrevocably elect coverage under Benefit Program DC, under the detailed procedures provided in Plan Section 19A(19)-(21).

Section 19A(19) specifies an employee's written election to participate shall be filed with MERS: (a) not earlier than the last day of the third month after this Resolution is adopted and received by MERS; and (b) not later than the first day of the first calendar month that is at least six months after MERS receives this Resolution. This means each eligible employee will have about 90 days to make the decision.

After MERS receives this Resolution, this governing body's authorized official and eligible employees will be advised by MERS of the election window timelines and other information to consider in making the irrevocable decision whether to participate in Benefit Program DC.

Participation for those electing coverage shall be effective the first day of the first calendar month at least six (6) months after MERS' receipt of the Resolution, here designated as being the month of December, 20 11, (insert month and year) which shall be known as the **"CONVERSION DATE."**

The opportunity for current employees on the Adoption Date to participate in the Benefit Program DC shall (select one of the following two choices):

☐ apply to all employees who separate from or terminate employment with this municipality after the **Adoption Date** and before the **Conversion Date**, so long as the employee does not receive a retirement allowance (including distributions from Benefit Programs DC or H) from MERS based on service for this municipality.

☐ not apply to any employee who separates from or terminates employment with this municipality after the **Adoption Date**.

(B) **CONTRIBUTIONS** shall be as provided in Section I (A) above.

(C) **EARNINGS** shall be as provided in Section I (B) above.

(D) **VESTING** shall be as provided in Section I (C) above, and participants shall be credited, on participant written request and MERS verification of such service, with all eligible service, if any, specified in Plan Section 19A(3):

Where a member has previously acquired in the employ of any participating municipality or court:

(a) not less than one year of defined benefit service (including Benefit Program H, Hybrid) in force with any participating municipality or court;

(b) eligible credited service where the participating municipality or court has adopted the Reciprocal Retirement Act, 1961 PA 88;

(c) at least 12 months in which employer contributions by a participating municipality or court have been made on behalf of the member under Benefit Program DC or Benefit Program H,

such service shall be applied toward satisfying the vesting schedule for employer contributions.

(E) For each employee irrevocably electing to participate in Benefit Program DC, then under Plan Section 19A(21), MERS shall transfer to the member's credit (as adjusted through MERS' records to the Conversion Date) the greater of:

(1) The member's accumulated contributions in the reserve for employee contributions; or

(2) The actuarial present value (as determined in Paragraph (F) below).

The transfer shall be made approximately 30 calendar days after the **Conversion Date**, and the transfer amount shall include pro-rated regular interest at the regular Board-established rate for crediting of interest on member's accumulated contribution in the defined benefit program, measured from the **Conversion Date** to the actual transfer date.

(F) Per Plan Section 19A(21)(b)(i), the MERS Retirement Board has established the assumptions for calculation of the actuarial present value of a member's accrued benefit that may be transferred. The assumptions are:

(1) **The interest rate in effect as of the Adoption Date, to determine actuarial present value, shall be the Board-established investment earnings rate assumption (currently eight percent (8.00%)).**

(2) **The funded level for the member's specific MERS division** (total funded percentage of the present value of accrued benefits which shall be determined using Termination Liability under Table 12 or successor table and valuation assets of all reserves using Table 13) **as of the Adoption Date** from the most recent MERS annual actuarial valuation report data provided by MERS' actuary. In the APV calculation, the funded level used shall be:

THE GOVERNING BODY SHALL SELECT ONLY ONE OF THE FOLLOWING:

☐ Table 12 Termination Liability funded level for the division (not less than 80% nor exceeding 100% funded level).

☐ If greater than the division's funded level but not more than 100% funded level, then MERS is directed to compute the funded percentage for the transfer calculation on _____% funded basis (insert number greater than the division's Table 12 Termination Liability funded level percentage but not more than 100%). Where less than 100% funded level exists, this governing body recognizes that such direction shall increase its pension funding liability. MERS shall not implement such direction unless the governing body forwards to MERS sufficient cash up to the funded level selected for all members prior to the Conversion Date; if sufficient cash is not forwarded, then the governing body expressly covenants with MERS and directs, as a condition of this selection, to MERS billing and the governing body remitting to MERS all contributions necessary to fund the unfunded liability occasioned by the aggregate transfer of the difference between the actual funded level for the division and funded level directed above over a period of four (4) years.

III. EFFECTIVENESS OF THIS RESTATED RESOLUTION

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution shall be filed with MERS, and MERS determines that all necessary requirements under Plan Document Section 19A, the Adoption Agreement, and this Resolution have been met. All dates for implementation of Benefit Program DC under Section 19A shall be determined by MERS from the date of filing with MERS of this 2010 Restated Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer's designated primary contact.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred in by this governing body and MERS (and any third-party administrator selected by MERS, if applicable and necessary). Section 54 of the Plan Document shall apply to this Resolution and all acts performed under its authority. The terms and conditions of this Restated Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on _____, 20____. _____
(Signature of authorized official)

Please send MERS fully executed copy of:

- MERS 2010 Restated Uniform Defined Contribution Program Resolution (this form, MD-069)
- MERS Restated Defined Contribution Plan Adoption Agreement (MD-070)
- Certified minutes stating governing body approval, and/or union contract language

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ _____
(Authorized MERS signatory)

Print Agreement

MERS Restated Defined Contribution Plan Adoption Agreement

1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 www.mersofmich.com

The Employer, a participating municipality or participating court ("court") within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Benefit Program: **Defined Contribution under MERS Plan Document ("MERS Defined Contribution Plan")** as authorized by Section 19A of the Municipal Employees' Retirement System of Michigan Plan Document. All references to "Plan Document" are to sections of the MERS Plan Document; any reference to "Plan," the "MERS Plan," "Plan Participant," "Participant," or "Program," shall mean the MERS Defined Contribution Plan, unless otherwise specified. This Adoption Agreement, together with Section 19A of the MERS Plan Document and the MERS Restated Uniform Defined Contribution Program Resolution ("Resolution"), constitute the entire MERS Benefit Program Defined Contribution Plan Document.

I. EMPLOYER: Village of Dexter
Name of municipality or court

II. EFFECTIVE DATE

1. If this is the initial Adoption Agreement relating to the MERS Defined Contribution Plan for this Division, the Effective Date of the Benefit Program here adopted shall be the first day of: March 1, 2011.
Month and Year

2. If this is an amendment and restatement of an existing adoption agreement relating to the MERS Defined Contribution Plan for this Division, the effective date of this amendment and restatement shall be the first day of: _____. This adoption agreement is
Month and Year

intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which was originally effective on the first day of: _____.
Month and Year

III. ELIGIBILITY REQUIREMENTS

Only those Employees eligible for MERS Membership (Section 3 of the MERS Plan Document) shall be eligible to participate in the MERS Defined Contribution Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following group(s) of Employees are eligible to participate in the Plan:

All Employees - General (01)

Specify employee classification <u>and</u> division numbers

IV. CONTRIBUTION PROVISIONS

1. The Employer shall contribute on behalf of each Participant 2.5 % of Earnings or $_____ for the calendar year (subject to the limitations of Sections 415(c) of the Internal Revenue Code).

2. Each Participant is required to contribute 5 % of Earnings for the calendar year as a condition of participation in the Plan. (Write "0" if no contribution is required.) *If other contribution options are provided, please list on separate sheet of paper and attach to Adoption Agreement.

   If Employee contributions are required, an Employee shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

   The Employer hereby elects to "pick up" the Mandatory/Required Employee contribution. The "pick-up" provision allows the employer to direct mandatory employee contributions to be pre-tax.

   ☒ Yes ☐ No

   [**Note to Employer:** Picked up contributions are excludable from the Employee's gross income under Section 414(h)(2) of the Internal Revenue Code of 1986 only if they meet the requirements of Rev. Rul. 2006-43, 2006-35 I.R.B. 329. Those requirements are (1) that the Employer must specify that the contributions, although designated as Employee contributions, are being paid by the Employer in lieu of contributions by the Employee; and (2) the Employee must not have the option of receiving the contributed amounts directly instead of having them paid by the Employer to the Plan. The execution of this Adoption Agreement by the Employer shall constitute the official action required by Revenue Ruling 2006-43.]

3. Each Employee may make a voluntary (unmatched), after-tax contribution, subject to the limitations of Section 415 of the Internal Revenue Code.

4. Employer contributions and Employee contributions shall be contributed to the Trust in accordance with the following payment schedule:

   ☐ Weekly ☒ Bi-weekly ☐ Monthly

V. EARNINGS

Earnings shall be defined as "compensation" under Section 2A(6) of the MERS Plan Document, being the Medicare taxable wages reported on the Employee's W-2 statement.

VI. VESTING PROVISION FOR EMPLOYER CONTRIBUTIONS AND NORMAL RETIREMENT AGE

The Employer hereby specifies the following vesting schedule (choose one):

☐ Immediate Vesting upon Participation

☐ Cliff Vesting: The participant is 100% vested upon a stated number of years. Stated year may not exceed maximum 5 years of service:

Stated Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

☐ Graded Vesting Percentage per year of service: Employers can select the percentage of vesting with the corresponding years of service, however the scale cannot exceed a maximum of six years of service to reach 100% vesting, nor less than the stated minimums below:

_____ % after 1 year of service.
_____ % after 2 years of service.
_____ % (not less than 25%) after 3 years of service.
_____ % (not less than 50%) after 4 years of service.
_____ % (not less than 75%) after 5 years of service.
_100_ % (not less than 100%) after 6 years of service.

Notwithstanding the above, a member shall be vested in his/her entire employer contribution account, to the extent that the balance of such account has not previously been forfeited, if he/she is employed on or after his/her Normal Retirement Age. "Normal Retirement Age" shall be presumed to be age 60 (unless a different normal retirement age is here specified:_____).

In addition, notwithstanding the above, in the event of disability or death, a member or his/her beneficiary shall be vested in his/her entire employer contribution account, to the extent that the balance of such account has not previously been forfeited as described in Section 19A(7) of the MERS Plan Document.

VII. Loans (not more than two) are permitted under the Program. MERS recommendation is "No," not to allow loans: loans permit your employees to borrow against their retirement account.

☐ Yes ☒ No

VIII. The Plan will accept an eligible rollover distribution from an eligible retirement plan described in Section 401(a)(including "401(k)") or 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible deferred compensation plan described in Section 457(b) of the Code maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code, including after-tax employee contributions, as applicable. The Plan will account separately for pre-tax and post-tax contributions and earnings thereon.

IX. The Employer hereby agrees to the provisions of the MERS Uniform Defined Contribution Plan and agrees that in the event of any conflict between MERS Plan Document Section 19A and the MERS Defined Contribution Plan, the provisions of Section 19A shall control.

X. The Employer hereby appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan.

XI. The Employer hereby agrees to the provisions of the Plan.

XII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in the ineligibility of the Plan in the MERS Benefit Program Defined Contribution.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20____.

Employer: _____

By: _____

Title: _____

Attest: _____

IRS.gov

Internal Revenue Bulletin: 2006-35

August 28, 2006

Rev. Rul. 2006-43

Table of Contents

Government pick-up plans; employer contributions; income tax; prospective application. This ruling describes the actions required for a state or its political subdivisions, etc., to "pick-up" or treat certain contributions as employer contributions to a plan qualified under section 401(a) of the Code. If certain criteria are met, this ruling will be applied prospectively. Rev. Ruls. 81-35, 81-36, and 87-10 amplified and modified.

ISSUES

What actions are required in order for a State or political subdivision thereof, or an agency or instrumentality of any of the foregoing, to "pick up" employee contributions to a plan qualified under § 401(a) of the Internal Revenue Code so that the contributions are treated as employer contributions pursuant to § 414(h)(2)?

FACTS

Employer M is a political subdivision of State N. Employer M participates in Plan A, a defined benefit pension plan qualified under § 401(a) and established by State N to provide retirement benefits to eligible employees of State N and any political subdivision of State N. Plan A requires each participating employee to make employee contributions to Plan A equal to a specified percentage of the participant's salary. These amounts, designated as employee contributions under § 414(h)(1), are deducted from the participant's salary. State N statutes governing Plan A permit any political subdivision to provide that the employee contributions will be paid by the employer in order to be picked up and treated as employer contributions under § 414(h)(2). On March 1, 2006, Employer M amends its governing laws to provide that the amounts designated as employee contributions under Plan A will be paid by Employer M for all of Employer M's employees in order to be treated as employer contributions under § 414(h)(2), as permitted under the statutes governing Plan A. The amendment is in writing, was adopted by persons authorized to amend Employer M's governing laws, and is effective for periods on or after April 1, 2006. Employer M, thereafter, treats the amounts as employer contributions, instead of as being employee contributions, for federal income tax purposes and does not include these amounts in the participating employees' gross income.

LAW AND ANALYSIS

Section 414(h)(1) provides that any amount contributed to a qualified plan is not treated as having been made by the employer if it is designated as an employee contribution.

Section 414(h)(2) provides a special rule for qualified plans established by a State government or political subdivision thereof, or by any agency or instrumentality of the foregoing. Under this rule, contributions, although designated as employee contributions, are nevertheless treated as employer contributions if the contributions are picked up by the employing unit.

Section 401(k) provides the rules relating to cash or deferred elections. Section 1.401(k)-1(a)(1) of the Income Tax Regulations provides that a plan, other than a profit-sharing, stock bonus, pre-ERISA money purchase pension or rural cooperative plan, does not satisfy the requirements of § 401(a) if the plan includes a cash or deferred arrangement. Thus, a qualified defined benefit plan is not permitted to include a cash or deferred arrangement.

Section 1.401(k)-1(a)(3) generally defines a cash or deferred election as any direct or indirect election (or modification of an earlier election) by an employee to have the employer (i) provide an amount that is not currently available to the employee in the form of cash or some other taxable benefit, or (ii) contribute an amount to a trust or provide an accrual for a plan deferring the receipt of compensation.

Rev. Rul. 77-462, 1977-2 C.B. 358, addresses the income tax treatment of contributions picked up by the employer within the meaning of § 414(h)(2). In Rev. Rul. 77-462, the employer school district agreed to "pick up" and pay the required contributions of the eligible employees under the plan. The revenue ruling holds that the contributions picked up by the school district are excluded from the gross income of employees until such time as they are distributed to the employees.

Rev. Rul. 81-35, 1981-1 C.B. 255, and Rev. Rul. 81-36, 1981-1 C.B. 255, address certain requirements for contributions to be picked up by an employer within the meaning of § 414(h)(2). These revenue rulings establish that the following criteria must be satisfied: (i) the employer must specify that the contributions, although designated as employee contributions, are being paid by the employer in lieu of contributions by the employee; and (ii) the employee must not be given the option of choosing to receive the contributed amounts directly instead of having them paid by the employer to the plan.Rev. Rul. 81-35 and Rev. Rul. 81-36 apply even if the employer picks up the contributions through either a reduction in salary or an offset against future salary increases.

Rev. Rul. 87-10, 1987-1 C.B. 136, addresses when contributions designated as employee contributions (designated employee contributions) under § 414(h)(1) to a qualified plan established by a State government (including a political subdivision thereof, or any agency or instrumentality of the foregoing) are excludable from the gross income of the employee. The ruling concludes that, to satisfy the criteria set forth in Rev. Rul. 81-35 and Rev. Rul. 81-36, the governmental action necessary to effectuate the "pick-up" must be completed before the period to which such contributions relate. Thus, designated employee contributions to a qualified plan established by a State government are excluded from gross income as "pick-up" contributions that are treated as employer contributions only to the extent the contributions relate to compensation for services rendered after the date of the last governmental action necessary to effectuate the "pick-up."

Based on the foregoing, a contribution to a qualified plan established by a State government will not be treated as picked up

by the employing unit under § 414(h)(2) unless the employing unit:

(1) Specifies that the contributions, although designated as employee contributions, are being paid by the employer. For this purpose, the employing unit must take formal action to provide that the contributions on behalf of a specific class of employees of the employing unit, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions. A person duly authorized to take such action with respect to the employing unit must take such action. The action must apply only prospectively and be evidenced by a contemporaneous written document (*e.g.*, minutes of a meeting, a resolution, or an ordinance).

(2) Does not permit a participating employee from and after the date of the "pick-up" to have a cash or deferred election right (within the meaning of § 1.401(k)-1(a)(3)) with respect to designated employee contributions. Thus, for example, participating employees must not be permitted to opt out of the "pick-up", or to receive the contributed amounts directly instead of having them paid by the employing unit to the plan.

Employer M has taken formal action which was memorialized in a contemporaneous writing that provides that it will "pick up" all prospective contributions for the Employer M employees who are required to contribute to Plan A. Further, employees are required to participate in Plan A, do not have the option of choosing to receive the contributed amounts directly, and may not make a cash or deferred election with respect to such amounts. Employer M has met the requirements to have the designated employee contributions under Plan A picked up and treated as employer contributions pursuant to § 414(h)(2). Thus, contributions made to Plan A are not includible in a participant's gross income until distributed under § 402.

This revenue ruling applies only for federal income tax purposes. See §§ 3121(a)(5)(A) and 3121(v)(1)(B) of the Federal Insurance Contributions Act (FICA) for the treatment of amounts treated as an employer contributions under § 414(h)(2).

HOLDING

Because an authorized person has taken formal action in writing prospectively to have the employing unit pay previously designated employee contributions to a § 401(a) qualified plan, appropriate actions have been taken for the contributions to be picked up by the employing unit and treated as employer contributions pursuant to § 414(h)(2).

TRANSITION RELIEF FOR PRE-EXISTING "PICK-UPS"

Under the authority of § 7805(b)(8), the Service will not treat any plan that on or before August 28, 2006, includes designated employee contributions that were intended to be picked up as employer contributions pursuant to § 414(h)(2) as failing to meet the requirements of such section prior to January 1, 2009, solely on account of the failure to satisfy the requirement that the "pick-up" be pursuant to a formal action, by a person duly authorized to take such action with respect to the employing unit, that is evidenced by contemporaneous writing, but only if the following conditions are satisfied: (1) the employing unit has taken contemporaneous action evidencing an intent to establish a "pick-up" (*e.g.*, provided information to employees relating to the establishment of the "pick-up") and has operated the plan accordingly; and (2) the employing unit takes formal action in writing prior to January 1, 2009, with respect to future contributions to meet the requirements set forth above in paragraph (1) of *Law and Analysis* in this revenue ruling.

The relief provided above for "pick-ups" implemented prior to August 28, 2006, applies only if the actions taken otherwise complied with Rev. Rul. 81-35, Rev. Rul. 81-36, and Rev. Rul. 87-10, and only if the employing unit has not reported the contributions as wages subject to federal income tax withholding from and after the date of implementation of the intended "pick-up".

In addition, under the authority of § 7805(b)(8), this revenue ruling does not modify or revoke any private letter ruling issued to any taxpayer prior to August 28, 2006. See § 601.201(i)(4).

EFFECT ON OTHER GUIDANCE

Rev. Rul. 81-35, Rev. Rul. 81-36, and Rev. Rul. 87-10 are amplified and modified.

DRAFTING INFORMATION

The principal drafter of this revenue ruling is Kathleen Herrmann of the Employee Plans, Tax Exempt and Government Entities Division. For further information regarding this revenue ruling, please contact the Employee Plans' taxpayer assistance telephone service at 1-877-829-5500 (a toll-free number) between the hours of 8:30 a.m. and 4:30 p.m. Eastern Time, Monday through Friday. Ms. Herrmann may be reached at (202) 283-9888 (not a toll-free number).

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MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN PLAN DOCUMENT

ARTICLE III. RETIREMENT REQUIREMENTS AND BENEFIT PROGRAM.

Sec. 19A. 2010 Restatement of Benefit Program DC (Defined Contribution); Adoption; Contribution; Distribution.

This Section 19A, together with the MERS Defined Contribution Program Adoption Agreement ("Adoption Agreement"), the MERS Restated Uniform Defined Contribution Program Resolution ("Resolution"), and the Declaration of Trust, constitute the entire MERS Benefit Program DC Plan Document ("Benefit Program DC" or "defined contribution plan"). The defined contribution plan is a benefit program option under the Municipal Employees' Retirement System of Michigan Plan Document ("MERS Plan Document" or "Plan Document").

(1) This 2010 restatement of section 19A applies to a member covered exclusively by Benefit Program DC. This section as restated repeals and replaces predecessor section 19A. The entirety of former section 19A in effect as of September 15, 2009 Restatement, *and the 2009 Restatement of section 19A prior to the May 12, 2010 revision,* shall be placed in the Appendix to Plan Document.

(2) In the event any alteration of any provision of this section 19A, or other sections of the Plan Document related to the provisions of Benefit Program DC is made or occurs, under section 43B of the Plan Document concerning collective bargaining or under any other plan provision or law, adoption of Benefit Program DC shall not be recognized, other than in accordance with this section and other sections of the Plan Document related to the provisions of Benefit Program DC.

(3) Where a member has acquired in the employ of any participating municipality or participating court:

(a) not less than 1 year of defined benefit service (including Benefit Program H) in force with any participating municipality or participating court ("court");

(b) eligible credited service where the participating municipality or court has adopted the Reciprocal Retirement Act, 1961 PA 88;

(c) at least 12 months in which employer contributions by a participating municipality or court have been made on behalf of the member under Benefit Program DC or Benefit Program H;

such service shall be applied toward satisfying the vesting schedule under both the Benefit Program H Defined Benefit Component and for employer contributions under Benefit Program DC and Benefit Program H Defined Contribution Component.

The group or groups of members eligible to participate in Benefit Program DC are those members specified in the Adoption Agreement.

DEFINED CONTRIBUTION--NEW HIRES ONLY (subsections (4) – (17))

(4) A participating municipality or court may adopt Benefit Program DC for new hires only upon compliance with the 80% actuarial funded requirements as provided in section 43C (without application of the last sentence of subsections 43C(2) and 43C(3)). In the Resolution adopting Benefit Program DC, the member's participating municipality or court shall provide for the contribution of a percentage of the member's compensation to the retirement system. *Specific contribution amounts shall be specified in the Adoption Agreement for each plan year.* The participating municipality or court shall choose the percentage from the available contribution programs. The contribution programs available for selection are any percentage of compensation allowed by federal law. The participating municipality or court shall choose the same contribution rate for all members in the same benefit program coverage classification. The Retirement Board shall determine the timing and mechanism for the remittance of employer contributions. The Retirement Board may establish a program for making transfers from the reserve for employer contributions to the reserve for defined contribution plan for the purpose of meeting all or a part of the participating municipality's or court's contribution under this subsection. *Contributions shall be contributed to the Trust in accordance with the payment schedule set forth in the Adoption Agreement. If so elected by the employer in the Adoption Agreement, a member shall be required to make contributions as provided in subsection (5) and in the Adoption Agreement in order to be eligible for employer contributions to be made on his/her behalf to the defined contribution plan.*

To the extent required under Section 415(c) of the Internal Revenue Code of 1986 ("Code"), in no event shall the Annual Addition for a member for any plan year exceed the lesser of:

(a) Forty Thousand Dollars ($40,000) (as increased by the cost-of-living in accordance with Code Section 415(d)); or

(b) One hundred percent (100%) of the Compensation of such member received from an employer during the plan year. The Compensation limit described in this paragraph (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code Section 401(h) or Code Section 419A(f)(2)) which is otherwise treated as an Annual Addition.

The defined contribution plan shall be administered so as to comply with the limitations of Code Section 415. Notwithstanding anything in this subsection (4), the contributions on behalf of any member shall be reduced to the extent necessary to comply with such limitations.

(c) For purposes of this subsection, the following definitions apply:

(i) *Annual Addition: The sum of the following amounts credited to a member's account for the Limitation Year:*

- *Employer contributions;*
- *Forfeitures;*
- *Employee contributions; and*
- *Allocations under a simplified employee pension.*

Amounts allocated, after March 31, 1984, to an individual medical account, as defined in section 415(l)(2) of the Code, which is part of a pension or annuity plan maintained by the employer, are treated as Annual Additions to a defined contribution plan.

(ii) *Compensation: For purposes of applying section 415(c) of the Internal Revenue Code and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a limitation year, except as noted below and as permitted by Treasury Regulation section 1.415(c)-2, or successor regulation; provided, however, that member contributions picked up under section 414(h) of the Internal Revenue Code shall not be treated as compensation.*

Compensation generally has the meaning set forth under Section 2A(6) of the MERS Plan Document and will be defined as wages within the meaning of section 3401(a) of the Internal Revenue Code and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under sections 6041(d), 6051(a)(3) and 6052 of the Internal Revenue Code and will be determined without regard to any rules under section 3401(a) of the Internal Revenue Code that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Internal Revenue Code).

However, for limitation years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under section 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Internal Revenue Code. For limitation years beginning after December 31, 2000, compensation shall also include any elective amounts that are not includible in the gross income of the member by reason of section 132(f)(4) of the Internal Revenue Code.

For limitation years beginning on and after January 1, 2009, compensation for the limitation year shall also include compensation paid by the later of 2½ months after a member's severance from employment or the end of the limitation year that includes the date of the member's severance from employment if:

- *the payment is regular compensation for services during the member's regular working hours, or compensation for services outside the*

member's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance from employment, the payments would have been paid to the member while the member continued in employment with the employer; or

- *the payment is for unused accrued bona fide sick, vacation or other leave that the member would have been able to use if employment had continued; or*
- *payments pursuant to a nonqualified unfunded deferred compensation plan, but only if the payments would have been paid to the member at the same time if the member had continued employment with the employer and only to the extent that the payment is includible in the member's gross income.*

Any payments not described above are not considered compensation if paid after severance from employment, even if they are paid within 2½ months following severance from employment, except for payments to the individual who does not currently perform services for the employer by reason of qualified military service (within the meaning of section 414(u)(1) of the Internal Revenue Code) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service.

An employee who is in qualified military service (within the meaning of section 414(u)(1) of the Internal Revenue Code) shall be treated as receiving compensation from the employer during such period of qualified military service equal to (i) the compensation the employee would have received during such period if the employee were not in qualified military service, determined based on the rate of pay the employee would have received from the employer but for the absence during the period of qualified military service, or (ii) if the compensation the employee would have received during such period was not reasonably certain, the employee's average compensation from the employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

Back pay, within the meaning of Treasury Regulation section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For limitation years beginning on or after January 1, 2009, a member's compensation for purposes of subsection (k) shall not exceed the annual limit under section 401(a)(17) of the Internal Revenue Code.

(iii)Limitation Year: A calendar year, or the twelve (12) consecutive month period elected by the employer in the Adoption Agreement.

(5) Member Contributions. *If the employer so elects in the Adoption Agreement, each eligible member shall make contributions at a rate prescribed by the employer or at any of a range of specified rates, as set forth by the employer in the Adoption Agreement, as a requirement for his/her participation in the defined contribution plan. Once an eligible member becomes a participant, he/she shall not thereafter have the right to discontinue or vary the rate of such mandatory participant contributions. Such contributions shall be accounted for separately in the participant contribution account. Such account shall be at all times nonforfeitable by the member.*

If the employer so elects in the Adoption Agreement, the mandatory participant contributions shall be "picked up" by the employer in accordance with Code section 414(h)(2). The contributions so picked up shall be treated as an employer contributions pursuant to Internal Revenue Code Section 414(h)(2). The employer shall pay these picked-up contributions directly to the System, instead of paying such amounts to the participants, and such contributions shall be paid from the same funds that are used in paying salaries to the participants. Such contributions, although designated as employee contributions, shall be paid by the employer in lieu of contributions by participants. Participants may not elect to receive such contributions directly instead of having them paid by the employer to the System. Employee contributions so picked up shall be treated for all purposes of the Plan Document and Michigan law, other than federal tax law, in the same manner as employee contributions made before the date picked up.

A member may *also* voluntarily contribute additional amounts *on an after-tax basis* to his or her individual account in the reserve for defined contribution plan *for any plan year in any amount* to the extent allowed by federal law and subject to procedures established by the Retirement Board. A member may roll over qualified distributions from other qualified retirement plans into this retirement system, to the extent allowed by federal law *and as specified in the Adoption Agreement.* A member is immediately 100% vested in the member's accumulated balance *for all member contributions.*

(6) Employer Contributions. A member vests in employer contributions as provided in the vesting schedule adopted by the employer *in the Adoption Agreement*, subject to subsection (3). The vesting schedule may provide for one of the following:

(a) Immediate Vesting upon Participation; or

(b) 100% Vesting after Stated Year (participant is 100% Vested after not to exceed maximum 5 Years of Service ("cliff" vesting)); or

Stated Year (circle): 1 2 3 4 5

(c) Graded Vesting Percentage Per Year of Service (not to exceed maximum 6 Years of Service for 100% Vesting, nor be less than stated minimums below)

_____ % after 1 Year of Service.

_____ % after 2 Years of Service.

_____ % (not less than 25%) after 3 Years of Service.

_____ % (not less than 50%) after 4 Years of Service.

_____ % (not less than 75%) after 5 Years of Service.

_____ % (not less than 100%) after 6 Years of Service.

Notwithstanding the above, a member shall be vested in his/her entire employer contribution account, to the extent that the balance of such account has not previously been forfeited, if he/she is employed on or after his/her Normal Retirement Age. "Normal Retirement Age" is age 60 or as otherwise specified in the Adoption Agreement.

In addition, notwithstanding the above, in the event of disability or death, a member or his/her beneficiary shall be vested in his/her entire employer contribution account, to the extent that the balance of such account has not previously been forfeited as described below.

(7) Forfeitures. Except as provided above or as otherwise provided in this paragraph, a member who separates from service prior to obtaining full vesting shall forfeit that percentage of his/her employer contribution account balance which has not vested as of the date such member incurs a break in service of five (5) consecutive years or, if earlier, the date such member receives, or is deemed to have received, distribution of the entire vested interest in his/her employer contribution account.

(8) Availability of Loans to Participants. If the employer has elected in the Adoption Agreement to make loans available to participants, a participant may apply for a loan from the defined contribution plan pursuant to uniform guidelines that have been approved by the plan administrator and subject to Internal Revenue Code Section 72(p).

The employer shall establish a written policy governing the granting of loans that is not inconsistent with the provisions of the defined contribution plan, and which makes loans available to all participants on a reasonably equivalent basis.

(9) Military Service. Notwithstanding any provisions of this defined contribution plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"); Code Section 414(u); and effective January 1, 2007, Code Section 401(a)(37), as amended from time to time.

If the employer has elected in the Adoption Agreement to make loans available to participants, loan repayments will be suspended under the defined contribution plan as permitted under section 414(u)(4) of the Code.

(10) Investments.

(a) The Retirement Board may contract with private investment managers to invest the assets in the reserve for defined contribution plan. A member, vested former member, and beneficiary may direct the investment of the individual's accumulated balance to 1 or more of the available categories of investment provided by the investment managers*; provided, however, that the member's investment directions shall not violate any investment restrictions established by the employer and shall not include any investment in collectibles, as defined in Section 408(m) of the Code.* At least 3 categories of investment shall be made available to members, vested former members, and beneficiaries:

(i) Short-term securities.

(ii) Fixed income securities.

(iii) Equity securities.

(b) The Retirement Board shall determine the investment category for the accumulated balance of a member, vested former member, or beneficiary, if that individual does not choose to direct his or her own investments under subsection (10)(a).

(11) Beneficiaries.

(a) Upon the death of a member or vested former member, the accumulated balance of the deceased member or deceased vested former member is considered to belong to the beneficiary or beneficiaries, if any, nominated by the deceased member or deceased vested former member.

(b) To nominate a beneficiary or beneficiaries, a member shall file a written nomination with the Retirement Board, based on procedures established by the Retirement Board. Written consent by the member's spouse to the beneficiary named is required unless the spouse is beneficiary to 100% of the balance; this requirement may be waived by the Retirement Board if the signature of the member's spouse cannot be obtained because of extenuating circumstances.

(12) Distributions.

(a) *Forms of Benefit.* Upon termination of membership, a vested former member or a beneficiary, as applicable, shall elect 1 or a combination of several of the following methods of distribution of the vested former member's or beneficiary's accumulated balance, to the extent allowed by

federal law and subject to subsection (11)(b) and procedures established by the Retirement Board:

(i) Lump sum distribution to the vested former member or beneficiary.

(ii) Lump sum direct rollover to another eligible retirement plan, to the extent allowed by federal law.

(iii) Annuity for the life of the vested former member or beneficiary.

(iv) Annuity for the joint lives of the vested former member and a beneficiary.

(v) A period certain not extending beyond the life expectancy of the vested former member.

(vi) A period certain not extending beyond the life expectancy of the join and last survivor expectancy of the vested former member and a beneficiary.

(vii) No distribution, in which case the accumulated balance shall remain in the retirement system, to the extent allowed by federal law.

(b) Commencement of Benefits. A participant who retires, becomes disabled or incurs a severance from employment for any other reason may elect by written notice to the plan administrator to have his or her vested account balance benefits commence on any date, provided that such distribution complies with the following paragraph. A participant will be considered to be disabled if he or she is unable to engage in any substantial gainful activity due to any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration, as provided in Internal Revenue Code Section 72(m)(7). For purposes of this Section, whether a disability exists shall be determined by the Employer.

Notwithstanding anything to the contrary in this section, if the value of a participant's vested account balance is greater than $1,000, and the account balance is immediately distributable, the participant must consent to any distribution of such account balance. The participant's consent shall be obtained in writing during the ninety (90) day period ending on the date as of which benefit payments are to commence. No consent shall be required, however, to the extent that a distribution is required to satisfy Section 401(a)(9) or 415 of the Code.

A participant may upon written request withdraw a part of or the full amount of his/her voluntary contribution account. Such withdrawals may be made at any time, provided that no more than two (2) such withdrawals may be made during any calendar year. No forfeiture will occur solely as the result of any such withdrawal.

Where elected by the employer in the Adoption Agreement, a participant that has a separate account attributable to rollover contributions to the defined contribution plan, may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

Unless otherwise elected by the employer in the Adoption Agreement, a participant who has reached age seventy and one-half (70½) regardless of his/her vested interest in his/her entire employer contribution account, shall, upon written request, receive a distribution of a part of or the full amount of the balance in any or all of his/her vested accounts. Such distributions may be requested at any time, provided that no more than two (2) such distributions may be made during any calendar year.

Notwithstanding anything to the contrary in this section, benefits shall begin no later than the participant's required beginning date, or as otherwise provided in the defined contribution plan. The "required beginning date" is April 1 of the calendar year following the later of the calendar year in which the participant attains age seventy and one-half (70½), or the calendar year in which the participant retires.

(c) Distribution Requirements. Pursuant to Section 23(9) of the MERS Plan Document, the retirement system will pay all benefits in accordance with a good faith interpretation of the requirements of section 401(a)(9) of the Internal Revenue Code and the regulations in effect under that section, as applicable to a governmental plan within the meaning of section 414(d) of the Internal Revenue Code.

The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's required beginning date.

If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the participant's surviving spouse is the participant's sole designated beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained age seventy and one-half (70½), if later.

(ii) If the participant's surviving spouse is not the participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the participant died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the participant's death, the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(iv) If the participant's surviving spouse is the participant's sole designated beneficiary and the surviving spouse dies after the participant but before distributions to the surviving spouse begin, this subsection, other than paragraph (i), will apply as if the surviving spouse were the participant.

For purposes of this section, unless paragraph (iv) above applies, distributions are considered to begin on the participant's required beginning date. If paragraph (iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under paragraph (i). If distributions under an annuity purchased from an insurance company irrevocably commence to the participant before the participant's required beginning date (or to the participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (i)), the date distributions are considered to begin is the date distributions actually commence.

(d) 2009 Distributions. Notwithstanding any other provision herein, a participant or beneficiary who would have been required to receive a minimum required distribution during 2009 and who would have satisfied that requirement with a distribution equal to the 2009 minimum required distribution or with a payment that was part of a series of substantially equal periodic payments received that distribution unless the participant or beneficiary chose not to receive such distribution. Participants and beneficiaries were given the opportunity to elect to not receive such distribution during 2009.

(13) Eligible Rollover Distributions. For purposes of compliance with section 401(a)(31) of the Internal Revenue Code, this section and Sections 2A(7)-(10) and 55(10) of the MERS Plan Document apply notwithstanding any contrary provision or retirement law that would otherwise limit a distributee's election to make a rollover. A distributee may elect, at the time and in the manner prescribed by the board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

"Direct rollover" means a payment by the plan to the eligible retirement plan specified by the distributee.

"Distributee" means an employee or former employee. It also includes the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Internal Revenue

Code. Effective January 1, 2007, a distributee further includes a nonspouse beneficiary who is a designated beneficiary as defined by section 401(a)(9)(E) of the Internal Revenue Code. However, a nonspouse beneficiary may only make a direct rollover to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution, and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

"Eligible retirement plan" means any of the following that accepts the distributee's eligible rollover distribution:

(a) a qualified trust described in section 401(a) of the Internal Revenue Code;

(b) an annuity plan described in section 403(a) of the Internal Revenue Code;

(c) effective January 1, 2002, an annuity contract described in section 403(b) of the Internal Revenue Code;

(d) an individual retirement account described in section 408(a) of the Internal Revenue Code;

(e) an individual retirement annuity described in section 408(b) of the Internal Revenue Code;

(f) effective January 1, 2008, a Roth IRA described in section 408A of the Internal Revenue Code; or

(g) effective January 1, 2002, a plan eligible under section 457(b) of the Internal Revenue Code that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or a political subdivision of a state that agrees to separately account for amounts transferred into that plan from the retirement system.

"Eligible rollover distribution" means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or the life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code; the portion of any distribution that is not includible in gross income; and any other distribution which the Internal Revenue Service does not consider eligible for rollover treatment, such as certain corrective distributions necessary to comply with the provisions of section 415 of the Internal Revenue Code or any distribution that is reasonably expected to total less than $200 during the year. Effective January 1, 2002, a portion of a distribution will not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may be transferred only (i) to an individual retirement account or annuity described in

section 408(a) or (b) of the Internal Revenue Code or to a qualified defined contribution plan described in section 401(a) of the Internal Revenue Code; (ii) on or after January 1, 2007, to a qualified defined benefit plan described in section 401(a) of the Internal Revenue Code or to an annuity contract described in section 403(b) of the Internal Revenue Code, that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible; or (iii) on or after January 1, 2008, to a Roth IRA described in section 408A of the Internal Revenue Code. Effective January 1, 2002, the definition of eligible rollover distribution also includes a distribution to a surviving spouse, or to a spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Internal Revenue Code.

(14) Eligible Domestic Relations Orders. Pursuant to Section 53(2)-(3) of the MERS Plan Document, the right of an individual to a retirement allowance, to the return of accumulated contributions, the retirement allowance itself, or any other benefit under this Plan is subject to award by a court pursuant to section 18 of chapter 84 of the Revised Statutes of 1846, being section 552.18 of the Michigan Compiled Laws, and to any other order of a court pertaining to alimony or child support. The right of an individual to a retirement allowance, to the return of accumulated contributions, the retirement allowance itself, or any other benefit under this Plan is subject to an eligible domestic relations order under the Eligible Domestic Relations Order Act. However, this subsection does not permit or require a benefit to be paid or to be provided that is not otherwise available under the terms of this Plan.

If an award or order described above requires the retirement system to withhold payment of a pension, deferred pension, accumulated contributions, or other benefit from the person to whom it is due or requires the retirement system to make payment or requires the person to request that the retirement system make payment of a pension, deferred pension, accumulated contributions, or other benefit, for the purpose of meeting the person's obligations to a spouse, former spouse or child, as provided above, the withholding or payment provisions of the award or order shall be effective only against such amounts as they become payable to the person receiving a retirement allowance unless otherwise provided in an eligible domestic relations order under the Eligible Domestic Relations Order Act.

(15) Plan Amendment.

(a) Amendment by Employer. The employer reserves the right, subject to the following paragraphs, to amend the defined contribution plan from time to time by either:

(i) Filing an amended Adoption Agreement to change, delete, or add any optional provision; or

(ii) Continuing the defined contribution plan in the form of an amended and restated defined contribution plan and Trust.

No amendment to the defined contribution plan shall be effective to the extent that it has the effect of decreasing a participant's accrued benefit.

No amendment to the defined contribution plan shall be effective to eliminate or restrict an optional form of benefit. The preceding sentence shall not apply to a defined contribution plan amendment that eliminates or restricts the ability of a participant to receive payment of his or her account balance under a particular optional form of benefit if the amendment provides a single-sum distribution form that is otherwise identical to the optional form of benefit being eliminated or restricted.

(b) Amendment of Vesting Schedule. If the defined contribution plan's vesting schedule is amended, or the defined contribution plan is amended in any way that directly or indirectly affects the computation of the participant's nonforfeitable percentage, each participant may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the defined contribution plan without regard to such amendment or change.

(16) Plan Termination.

(a) Termination by Retirement Board. The Retirement Board reserves the right to terminate this defined contribution plan. However, in the event of such termination no part of the Trust shall be used or diverted to any purpose other than for the exclusive benefit of the participants or their beneficiaries, except as provided in this subsection.

(b) Termination by Employer. Upon compliance with section 44(1) or 44A(1) of the MERS Plan Document, a participating municipality or court may terminate participation in this defined contribution plan. No termination of MERS participation is required where the employer replaces this defined contribution plan with MERS Benefit Program H (Hybrid).

(c) Upon plan termination or partial termination under subparagraphs (a) or (b), all account balances shall be valued at their fair market value and the participant's right to his/her employer contribution account shall be one hundred percent (100%) vested and nonforfeitable. Such amount and any other amounts held in the participant's other accounts shall be maintained for the participant until paid pursuant to the terms of the defined contribution plan.

(17) Discontinuance of Contributions. A permanent discontinuance of contributions to the defined contribution plan by the employer, unless an amended and restated plan is established, shall constitute a plan termination. In the event of a complete

discontinuance of contributions under the defined contribution plan, the account balance of each affected participant shall be nonforfeitable.

MERS DEFINED CONTRIBUTION--CONVERSION FOR CURRENT MEMBERS IN MERS DEFINED BENEFIT PROGRAM (subsections (18) – (21))

(18) In the resolution adopting Benefit Program DC for new hires, the participating municipality or court may provide an opportunity for current members of the retirement system to elect coverage under Benefit Program DC if each of the following conditions are met:

(a) The member's participating municipality or court elects under Section 43 or 43A to change the benefit program from a benefit program other than Benefit Program DC to Benefit Program DC, for members in a benefit program coverage classification who are first hired after the effective date of the change.

(b) On the effective date of the change to Benefit Program DC, the member is a member of the retirement system and is in the benefit program coverage classification described in subdivision (a).

(c) On the date of the resolution adopting Benefit Program DC, the total funded percent of aggregate accrued liabilities and valuation assets of all reserves and for the member's defined benefit program coverage classification as specified in Table 13 (or successor table) of the most recent annual actuarial valuation report for the municipality or court shall be at least 60% prior to July 1, 2009, and 80% commencing July 1, 2009 as provided in section 43C (without application of the last sentence of subsections 43C(2) and 43C(3)). The participating municipality or participating court may make additional contributions to the retirement system or reallocate assets among defined benefit program coverage classifications in order to meet the conditions of this subsection.

(19) The retirement system shall offer 1 opportunity for a member who satisfies the conditions of subsection (18) to elect coverage under Benefit Program DC, and once made, the election is irrevocable. The member shall make the election under this subsection in writing, based on procedures established by the Retirement Board. The Retirement Board shall begin accepting written elections from members on and after the effective date of the change of benefit program pursuant to subsection (18), and shall not accept written elections from members:

(a) Earlier than the end of the third month following the month in which the resolution is adopted and received by MERS; and

(b) Later than the first day of the first calendar month that is at least 6 months after MERS receipt of the resolution.

If the member is married at the time of election, the election is not effective unless the election is signed by the member's spouse, except that this requirement may be waived by the Retirement Board if the signature of the member's spouse cannot be obtained because of extenuating circumstances.

(20) A member who makes a written election under subsection (19) shall elect to do all of the following:

(a) Cease to be covered by the previous benefit program effective 12:01 a.m. on the first day of the first calendar month that is at least 6 months after the effective date of the change of benefit program.

(b) Become covered by Benefit Program DC effective 12:01 a.m. on the first day of the first calendar month that is at least 6 months after the effective date of the change of benefit program.

(c) Except as provided in subsection (21), waive all of his or her rights to a retirement allowance or any other benefit provided under the previous benefit program.

(21) For each member who, under subsection (19), elects coverage under Benefit Program DC, the Retirement Board shall transfer the following amounts from the reserve for employee contributions and the reserve for employer contributions and benefit payments to the reserve for defined contribution plan:

(a) The member's accumulated contributions, if any, as of 12:01 a.m. on the day the member becomes covered by Benefit Program DC shall be transferred from the reserve for employee contributions to the reserve for defined contribution plan.

(b) Pursuant to procedures established by the Retirement Board, the excess, if any, of the actuarial present value of the accrued benefit associated with the member's coverage under the previous benefit program, over the amount specified in subdivision (a), based upon the funded level percentage selected by the governing body in the MERS Uniform DC Program Resolution (which shall not be less than 80% nor exceed 100% funded level percentage in any case), shall be transferred from the reserve for employer contributions and benefit payments to the member's credit in the reserve for defined contribution plan. For purposes of this sub-paragraph:

(i) The actuarial present value shall be computed as of 12:01 a.m. on the day the member becomes covered by Benefit Program DC and shall be based on the actuarial assumptions adopted by the Retirement Board.

(ii) In determining final average compensation there shall not be included any accrued annual leave.

(iii) The earliest retirement date (for an unreduced benefit) assumption under the defined benefit program in effect on the effective date of the change of the benefit program shall be utilized.

(iv) For purposes of the actuarial present value calculation, any future benefit otherwise payable under Benefit Program E or E-1 shall be disregarded.

History: 1996 PA 220, Eff. Aug. 15, 1996, and Plan Document of 1996. Section 19A was enacted as part of the Plan Document of 1996, effective October 1, 1996. Section 19A became legally operative on July 8, 1997, the date on which the Internal Revenue Service issued its first Letter of Favorable Determination that the Plan Document conforms to all provisions of the Internal Revenue Code as a tax exempt governmental pension trust. The current IRS Favorable Determination Letter issued June 15, 2005, embracing all Plan Document provisions through November 2004.

Note 1: The entirety of former section 19A with History and Notes was repealed by Board action of September 19, 2006, and Restated Section 19A approved, all with immediate effect. The language, History and Notes of section 19A at the time of repeal appears in the Appendix to Plan Document.

Note 2: By Board action of July 15, 2009, with the amendments effective as indicated below:

--- addition to section 19A(2) of new first sentence; text in subsection (9)(c) added, increasing the minimum actuarial funded percentage requirement from 60% to 80% as provided in section 43C, and deleted paragraph following subsection 9(c); in subsection (12)(b) after "shall not" added "be less than 80% nor"; in subsection (13) deleted adjective "previously" before "acquired", and in snbsection (13)(a) changed "a" to "any" (amendments effective July 1, 2009); and

-- in section 10(6) increased the minimum actuarial funded percentage requirement from 60% to 80% as provided in section 43C (section 10(6) amendment effective July 1, 2009); and

-- amendments to sections 43 and 43A (effective October 1, 2009) (following Member Comment through September1, 2009).

Note 3: By Board action of September 15, 2009, with immediate effect: Section title and subsection (1) amended; subsection (2) added (language has been part of Uniform Defined Contribution Resolution since Defined Contribution Program inception in 1997; former subsection (13) text moved to subsection (3); former subsections (2) through (12) renumbered as subsections (4) through (14), respectively, and all internal references revised; clarifying language added in subsections (11)(c) and (14). The amendments to section 19A complement those made on September 15, 2009 to section 19B.

Note 4: By Board actiou of May 12, 2010, with immediate effect: all pre-existing internal italics, underlining or bold (with exception of subsection headings) was removed; with eight new subsections (7)-(9), (13)-(17) inserted; former sections (7)-(9) now combined in subsection (10); and all new text in italics. Former section 19A as in effect prior to these 2010 amendments is found in the Appendix to this Plan Document.

Note 5: By Board action of September 15, 2010, with immediate effect: text of former subsection (16)(b) rearranged to allow DC plan termination only upon termination of MERS participation, unless MERS Benefit Program H (Hybrid) is adopted.

AGENDA 6-13-11
ITEM L-8

VILLAGE OF DEXTER

ddettling@villageofdexter.org
8140 Main Street Dexter, MI 48130-1092 Phone (734)426-8303 Fax (734)426-5614

MEMO

To: President Keough and Council
From: Douna Dettling, Village Manager
Date: June 13, 2011
Re: Sidewalk Connection between Cedars of Dexter & Westridge

Trustee Cousin's requested a new business item for the June 13, 2011 agenda to consider adding funding for the sidewalk connection between Cedar's of Dexter and Westridge to the 2011-12 budget. Two cost estimates from an October 5, 2010 OHM memo are attached for your review. Council had discussed this project at a previous meeting and at that time follow-up consisted of submitting a grant application to County Parks for funding. The application and map are attached for your review. This grant application was not successful.

Paul's request included using future Revenue Sharing to pay for this project, but I recommend and believe it would be feasible to use the unrestricted general fund balance that will remain after Mill Creek Park is paid for. It appears that $262,000 in unrestricted funds will be available, and in addition to these unrestricted funds it is anticipated that the village will receive approximately $117,000 in adjusted revenue sharing payments back to October 2010.

If Council supports moving forward with a sidewalk connection between Cedars of Dexter and Westridge it can be accomplished without using future revenue sharing. A motion to include $100,000 in the 2011-12 budget for the Sidewalk Connection between Cedars of Dexter and Westridge and using unrestricted fund balance is recommended.

As a reminder Council has discussed ear marking future Revenue Sharing deposits and is waiting for an updated actuarial on the Village's unfunded retiree health care liability. Although formal action hasn't been taken on this proposed use of the funds, there was support at the budget work session to update the unfunded retiree health care liability actuarial and develop a plan to fund this liability over the next several years using the increase in Revenue Sharing. Also discussed was restricting a portion of the funds each year and placing them in the facilities fund.

Memorandum

OHM

Date: October 5, 2010

To: Allison Bishop, Community Development Manager

Cc: Donna Dettling, Village Manager

From: Rhett Gronevelt, PE
Christine Phillips, PE

Re: Sidewalk Connection between Cedars of Dexter and Westridge

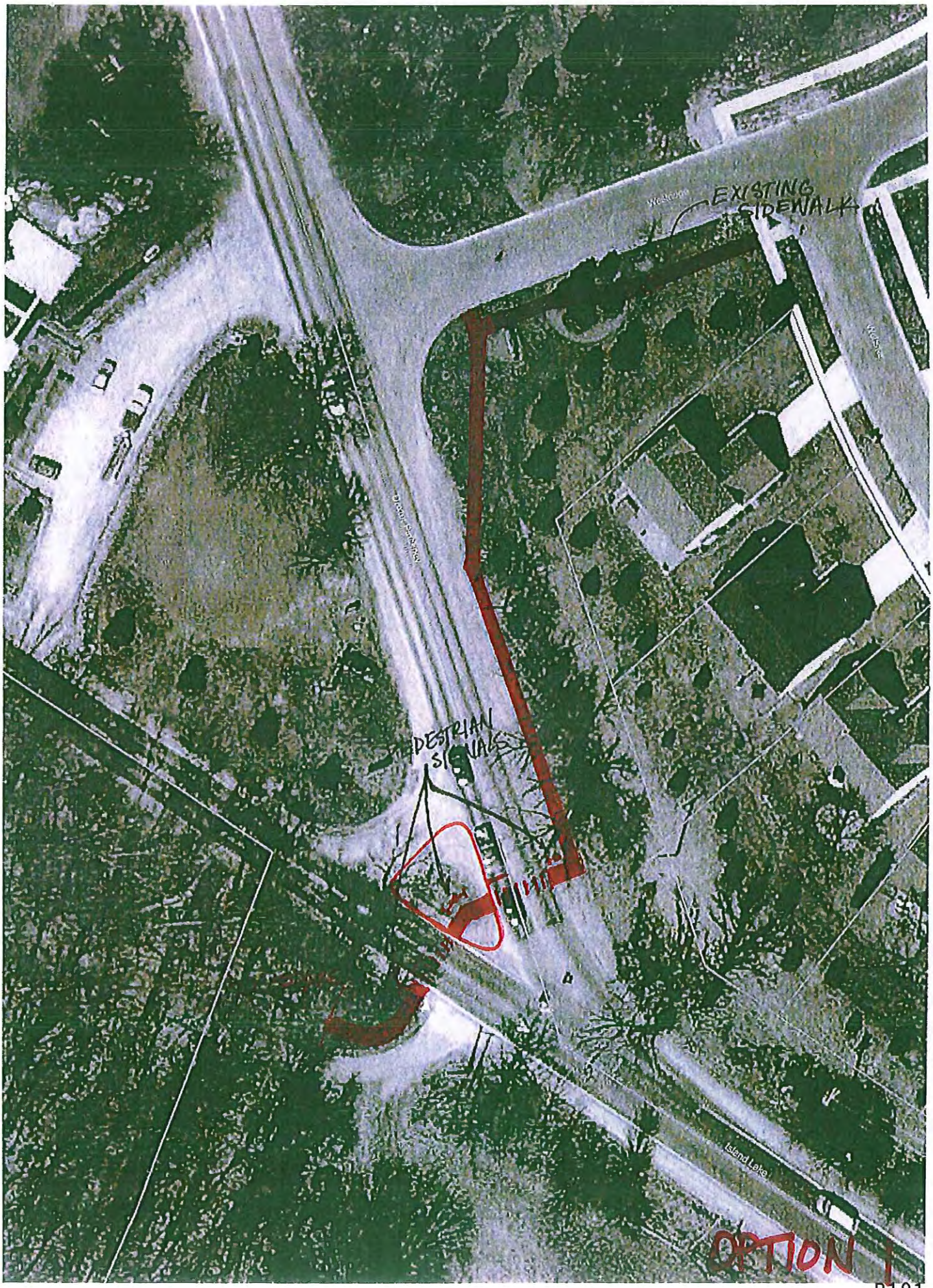
As requested, we looked at the costs associated with constructing sidewalk from the west corner of the Cedars of Dexter site to connection at the Westridge Subdivision. There are two different options for the sidewalk connection shown on the attached rough sketches. Option 1 involves constructing pedestrian facilities at the intersection of Island Lake Rd and Dexter-Pinckney Rd and connecting to the sidewalk at Westridge Dr. Option 2 involves a midblock crossing of Island Lake Rd at Eastridge Dr with sidewalk along Island Lake Rd.

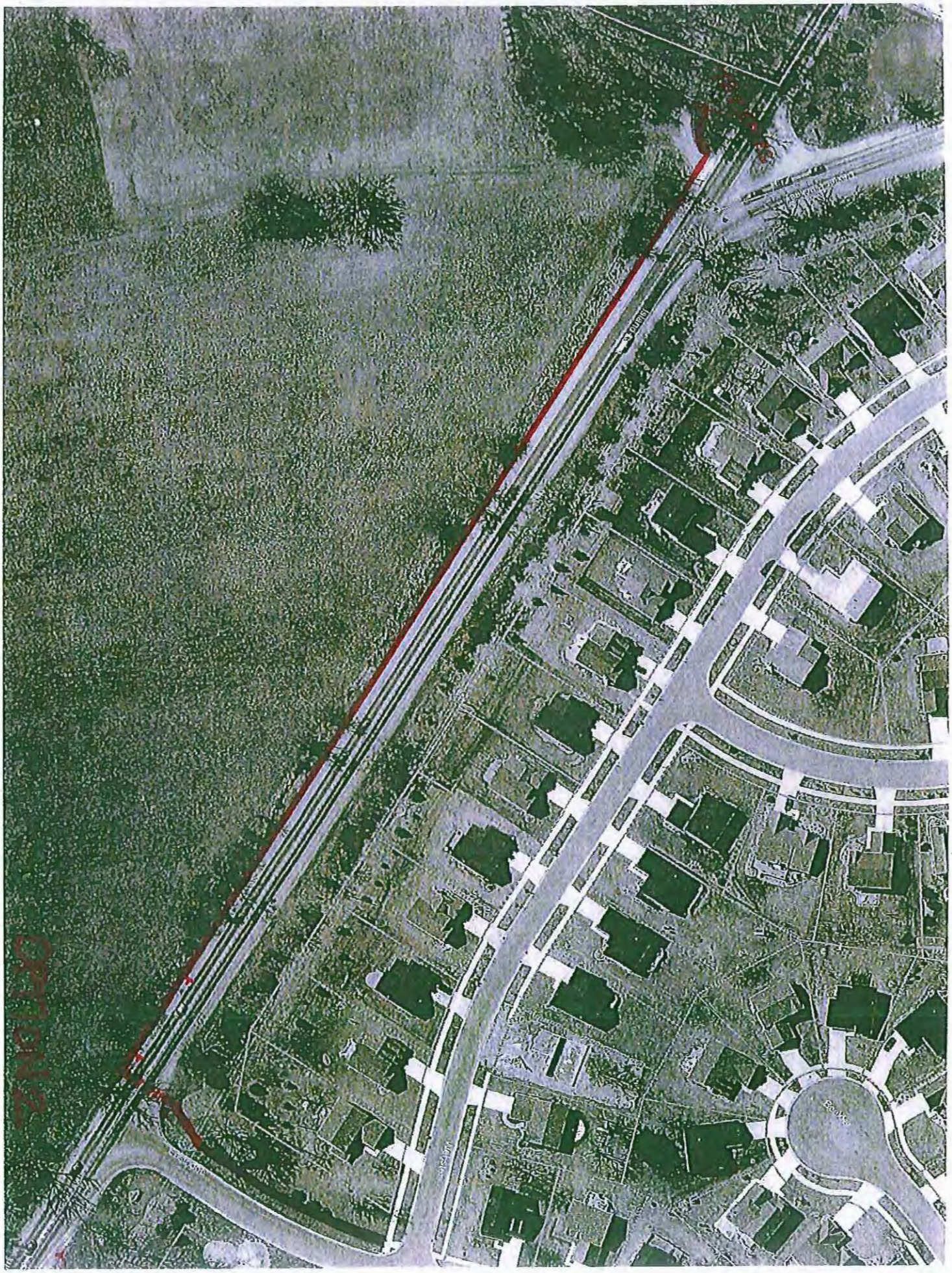
The construction costs only are estimated at $63,000 for Option 1. This cost includes construction of sidewalk from the end of the sidewalk on the Cedars property through the intersection of Island Lake Rd and Dexter-Pinckney Rd connecting to the sidewalk on Westridge Dr. The cost also includes installation of pedestrian signals for crossing both Island Lake Rd and Dexter-Pinckney Rd, and a pedestrian push button at the crossing of Island Lake Rd only. A small pedestrian island could also be constructed where the grass triangle exists between Island Lake Rd, Dexter-Pinckney Rd, and the right turn off of Dexter-Pinckney Rd. The drainage around the island would need to be reviewed. Currently, it appears that the drainage could be redirected over the road surface without the use of storm sewer. This would need to be confirmed. If additional drainage improvements are necessary, there would be additional costs.

For Option 2, the construction costs only are estimated at $55,000. This includes sidewalk extending along the south side of Island Lake Rd from the end of the Cedars sidewalk and connecting at Eastridge Dr. It is anticipated that significant grading would be needed along the swale to place the sidewalk at the appropriate slopes. The sight distance at the intersection of Island Lake Rd and Eastridge Drive would need to be reviewed to confirm that a midblock crosswalk is a possibility at this location. The one-lane viaduct, road elevation, and speed limit all play a role in determining if adequate sight distance exists at this location.

At this point, either option would require approval from the Washtenaw County Road Commission (WCRC). Consultation with WCRC before proceeding with any option is recommended. Generally, it is safer for a pedestrian to cross at a signalized intersection, as opposed to a midblock crossing. Therefore, Option 1 is the recommended route even though Option 2 presents a more direct route. Option 1 also allows the signal timing to be adjusted to allow the appropriate amount of time for pedestrians to cross the roadway. It is estimated that engineering costs, including survey, design, and construction engineering, would be approximately $15,000 for either project, pending input from WCRC on additional requirements.

34000 Plymouth Road | Livonia, MI 48150
p. (734) 522-3711 | f. (734) 522-6427
www.ohm-advisors.com

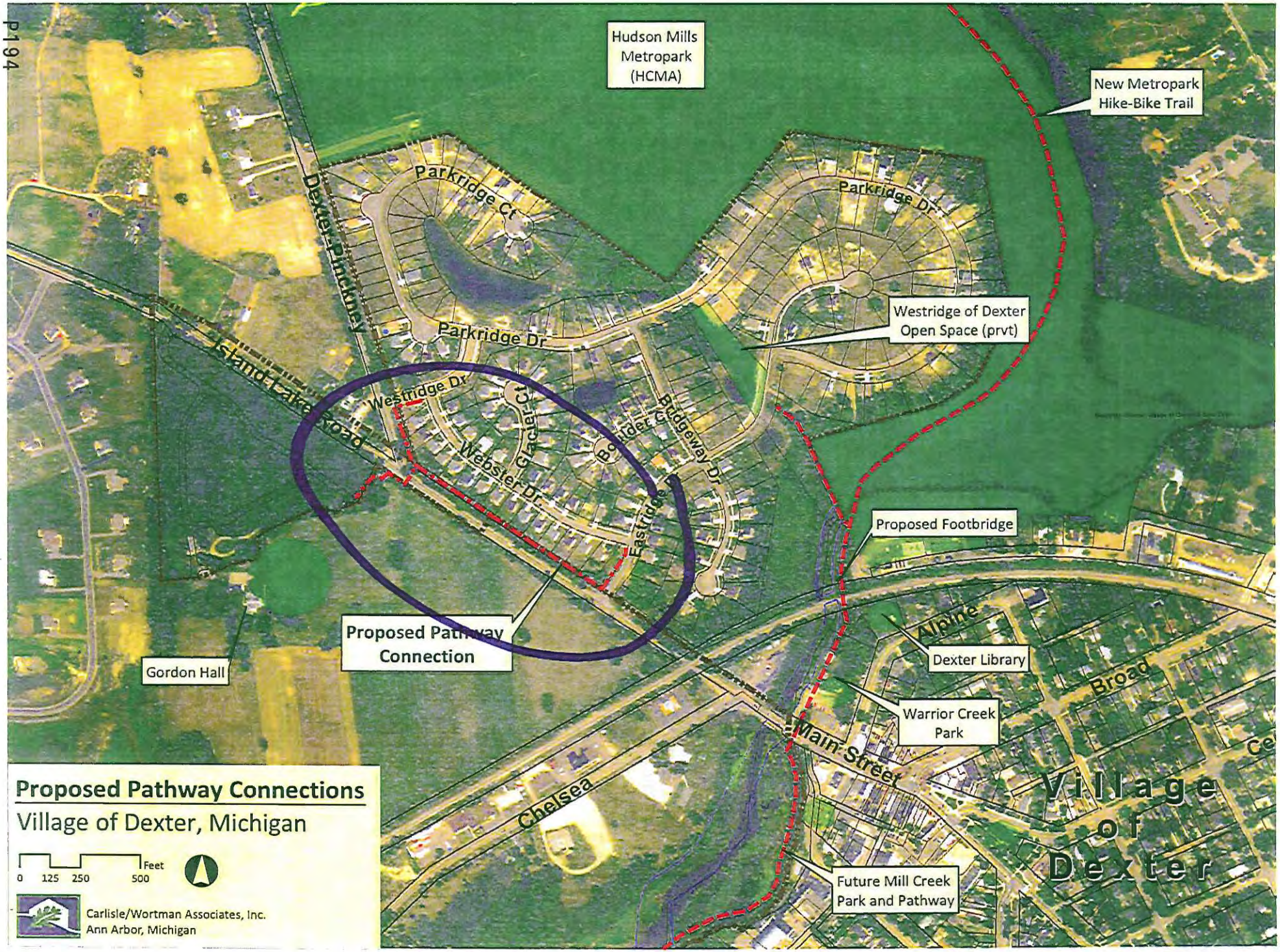

EXISTING SIDEWALK
Westcott
Dixie Highway
Island Lake
OPTION 1



P192

Project Summary Sheet

APPLICANT	
Date submitted	December 21, 2010
Address	8140 Main St. Dexter, MI 48130
Contact person	Allison Bishop
Telephone	734-426-8303 ext 15
Email	abishop@villageofdexter.org
Project Title	Connecting Cedars of Dexter to the B2B
Project Description (50 words)	Construction of approximately 1350 lineal feet of 10 foot wide non motorized pathway, a pedestrian actuated signal and crosswalk improvements.
Length of proposed trail	1350 lineal feet
Starting Point	Island Lake Rd & Dexter Pinckney
Ending Point	Island Lake Rd & Eastridge Dr.
Trails connected to	Residential development, Gordon Hall, B2B
Estimated Construction Costs	$90,000
Confirmed Project Funders	Village of Dexter Washtenaw County Road Commission (in kind)
Potential Project Funders	United Methodist Retirement Communities
Project Map & Photos	Attach an 11"x17" map of the trail location and send up to 10 photos by email to vaughnc@ewashtenaw.org
Applicant signature ALLISON BISHOP Print name	signature 12-21-10 date


Hudson Mills Metropark (HCMA)
New Metropark Hike-Bike Trail
Parkridge Ct
Parkridge Dr
Parkridge Dr
Westridge of Dexter Open Space (prvt)
Dexter-Pinckney
Island Lake Road
Westridge Dr
Glacier Ct
Webster Dr
Boulder Ct
Eastridge
Pudgeway Dr
Proposed Footbridge
Proposed Pathway Connection
Gordon Hall
Alpine
Dexter Library
Broad
Warrior Creek Park
Main Street
Chelsea
Village of Dexter
Future Mill Creek Park and Pathway
Proposed Pathway Connections
Village of Dexter, Michigan
0 125 250 500 Feet
Carlisle/Wortman Associates, Inc.
Ann Arbor, Michigan

AGENDA 6-13-11
ITEM L-9

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: **Council Members**
From: **President Keough & Donna Dettling, Village Manager**
Date: **June 6, 2011**
Re: **Employment Agreements**

Included for your approval are the Village Manager and Treasurer/Finance Director Employment Agreements.

Language in the two agreements has been standardized in the following ways:

- Both documents are now titled Employment Agreements and use the word "Agreement" consistently. The previous VM agreement used the words "Employment Contract", "Contract" and "Agreement" interchangeably and inconsistently.
- The organization of the wording and font size of the title and date on the two Agreements has been arranged to be consistent between both documents.
- The opening paragraphs between the two are now consistent in their presentation.
- The Insurance Benefits language differed slightly when it came to language regarding declining of Health Care Coverage. The Treasurer's agreement capped the insurance benefit for declining Village Health Care coverage at $3,000, while the previous VM agreement did not cap this benefit at $3,000. The two agreements are now consistent and use "then in-lieu of said coverage the Employer will make a payment to employee in an amount equal to 60% of the total cost of coverage for a single person up to a maximum annual payment of $3,000.00."

The documents have also been updated based on the recommended changes for 2011-2012 in the areas of salary, retirement and health care. These changes are underlined throughout both documents.

EMPLOYMENT AGREEMENT
VILLAGE MANAGER
VILLAGE OF DEXTER
2011

This is an Employment Agreement (the "Agreement"), made and entered into on June 13, 2011 by and between the Village Council of Dexter, State of Michigan, a General Law Village, hereinafter called "Employer" or "Council" as party of the first part, and Donna Dettling, hereinafter called "Dettling" as party of the second part.

WHEREAS, It is the desire of the employer to continue the employ Dettling as Village Manager of the Village of Dexter, subject to the terms and conditions herein provided; and

WHEREAS, Dettling desires to accept continued employment as Village Manager of the Village of Dexter subject to the terms and conditions herein provided;

NOW THEREFORE: in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 DUTIES
Ms. Dettling agrees to continue in service to the Village of Dexter in the manner and according to the duties and responsibilities prescribed for the Village Manager by the Village President, the Village Charter, the Village Ordinances, and resolutions of the Village Council and by Law.

SECTION 2 TERM OF EMPLOYMENT
A. Dettling agrees to remain in the employ of the Employer until her termination date. The term of employment under this Agreement commenced May 21, 2001. The current term of employment under this Agreement commences July 1, 2011, and will continue to June 30, 2012, at the pleasure of the Employer.

B. In the event written notice of termination is not given by either party of this Agreement 30 days prior to its expirations date as hereinafter provided, the Agreement shall be extended on the same terms and conditions as herein provided, for an additional period up to one year.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Dettling. Dettling may be suspended, terminated and /or removed by affirmative vote of the majority of the members of the Council for any reason or no reason, and with or without cause, as determined by the Council.

D. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Dettling to resign at any time from her position with Employer, subject only to the provisions of Section 5 of this Agreement.

SECTION 3 SUSPENSION

Employer may suspend Dettling with pay and benefits at any time during the term of this Agreement for any reason or no reason, with or without cause, and for any period of time, upon an affirmative vote of the majority of the members of the Village Council.

SECTION 4 TERMINATION AND SEVERANCE PAY

In the event Dettling is terminated by the Council without stated cause before expiration of this Agreement and during such time that Dettling is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Dettling a lump cash payment equal to three months salary during the first year; five months salary during the second year; six months salary during the third year and subsequent years of employment. Dettling shall also be compensated for all earned and unused vacation, holidays, pension and insurance benefits accrued up to the date of her employment. In the event Dettling is terminated for cause, Employer shall have no obligation to make the lump sum cash payment herein provided.

For the purpose of this provision "Cause" shall be construed to mean [1] commission of criminal offense, and / or [2] having been charged with any act involving moral turpitude, which the Council has reasonable grounds to believe, is true, and / or [3] the willful and habitual failure to perform duties and responsibilities in the manner prescribed by the Council.

SECTION 5 RESIGNATION

In the event Dettling voluntarily resigns her position with Employer before expiration of this Agreement, then Dettling shall give Employer thirty-30 days notice in advance, unless the parties agree otherwise.

SECTION 6 SALARY

Employer agrees to pay Dettling for her services, rendered pursuant hereto, an annual base salary of $70,418, payable in installments at the same time as other management employees of the Employer are paid. A lump sum of 1% in lieu of a base percent adjustment for fiscal year 2011/12 will be provided in the amount of $704.18 payable July 1, 2011.

In addition, Employer agrees to review said base salary and/or benefits of Dettling on the basis of an annual performance review of Dettling made on or about employee's anniversary date, with the next review scheduled for April 2012. The Village Manager position is considered exempt from overtime or compensatory time.

SECTION 7 PERFORMANCE EVALUATION

The Council will review goals and evaluate the performance of Dettling once a year. Said review and evaluation shall be in accordance with the criteria developed jointly by the Employer and Dettling, which may be added to or deleted from as the Council sees fit. Further, the President and the Village Council shall provide Dettling with a summary of the Council's evaluation of performance and provide an adequate opportunity for Dettling to discuss the evaluation with Council.

Annually, Council and Dettling shall define the goals and performance objectives that they determine necessary for the proper operation of the Village of Dexter and in the attainment of the Council's objectives. The Council working with Dettling shall also establish priority among those various goals and objectives and attempt to reasonably ensure they are attainable within the annual operating and capital budgets adopted by the Council.

SECTION 8 AUTOMOBILE

Employer will provide a monthly automotive allowance of $400 "Capped" effective January 1, 2006 for the use of Dettling's personal vehicle.

SECTION 9 FRINGE BENEFITS

Vacation Time - Dettling shall be credited with twenty [20] days vacation leave annually on her anniversary date. In the event that Dettling does not complete the year her vacation time will be prorated. The balance available will be determined by the total days received annually divided by 12 months, which is accrued on the first day of each month. Vacation time will be used in the year accrued except that five [5] days may be carried forward to the next year. The practice of paying for vacation time will cease.

Sick Time - Dettling shall receive twelve [12] days sick leave each year. Sick leave may be accrued and carried forward equal to the number of days needed to cover a 3-month period of disability. Dettling may accumulate a maximum of 480 hours of sick leave. Sick leave benefits are available for periods of incapacity due to illness or injury while actively employed with the Village. Accrued sick leave hours will not be paid out under any other circumstances.

Insurance Benefits – Except as otherwise provided in this Agreement, the Employer agrees to provide Dettling the comprehensive health, dental, life ($50,000) and short term disability insurance, under the same plans as apply to other non-bargaining Department Heads of the Employer. The health insurance plan provided to non-bargaining employees will include options for a combination of deductibles paid by the employee and/or premium co-payments from payroll, which is subject to change at the discretion of the village.

In the event Dettling elects not to participate in the hospitalization, surgical and comprehensive medical insurance coverage provided by the Employer, then in-lieu of said coverage the Employer will make a payment to Dettling in an amount equal to 60% of the total cost of coverage for a single person up to a maximum annual payment of $3,000.00.

Retirement – The Employer agrees to contribute 5% of Dettling's gross pay to the retirement programs of Dettling's choice.

SECTION 10 PROFESSIONAL DEVELOPMENT

a. After the successful completion of I year, employer agrees to budget for and to pay for/tuition reimburse up to $3,000 "Capped" effective (May 21, 2005) and thereafter until

such time as proof of graduation is presented and this benefit is rolled into the salary. Provided that said tuition is at University level education where the letter grad received is a C or better. 50% payable upfront and 50% payable upon successful completion of the course. This benefit is hereby capped at $3,000 per year. Upon receipt of a Master's Degree in Public Administration, the annual amount of this benefit will be rolled into Dettling's salary.

b. Professional Growth: In addition, the Village agrees to pay for travel and subsistence expenses of Dettling for courses, institutions, and seminars that are necessary for her professional development and for the good of the village, will be authorized by the Village President, and limited only by the employer's budget.

SECTION 11 ARBITRATION

It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress and dispute, claim or controversy involving the interpretation of this Agreement or the terms, conditions or termination of Dettling's employment with the Employer. Any such dispute, claim or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the Voluntary Labor Arbitration Rules of the America Arbitration Association then in effect. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement; he shall not change, add to, or subtract from any of its provisions. The Arbitrator shall have the power to compel attendance or witnesses at a hearing. The arbitration award shall be final and binding and shall be the sole remedy for any claimed breach of this Agreement. Judgment may be entered on the arbitrator's award in any court having jurisdiction, but neither party may otherwise resort to any court or administrative agency with respect to any dispute that is able to arbitrated under this section except for claims that the arbitrator will be borne by the Employer and Dettling equally. This arbitration provision shall, with respect to any dispute, claim or controversy rising under or in connection with this Agreement, survive the termination or expiration of the Agreement.

SECTION 12 INDEMNIFICATION

Employer shall defend, save harmless, and indemnify Dettling against any tort, professional liability claim or demand or other legal action to the extent provided for under the Village's insurance policies with its carriers arising out of an alleged act or omission occurring within the scope of employment and in the good faith performance of Dettling's duties as Village Manager.

SECTION 13 BONDING

Employer shall bear the full cost of any fidelity or other bonds required of Dettling under any law or ordinance.

SECTION 14 OTHER TERMS AND CONDITIONS

The Council, in consultation with Dettling, shall fix any such other terms and conditions of Dettling's employment, as it may determine from time to time provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village Charter or any law.

SECTION 15 REPRESENTATION OF EMPLOYER
Employer represents that it has the legal authority to enter into and be bound by the terms of this Agreement.

SECTION 16 SEVERABILITY
Should a court of jurisdiction hold any provision of this Agreement unlawful, all other provisions of the Agreement shall remain in force for the duration of the Agreement.

SECTION 17 NOTICES
Notices pursuant to this Agreement shall be given by personal delivery to the other party, or by certified mail through the United States Postal Service, postage prepaid, addressed as follows:

Village President	Dettling's Address:
8140 Main St.	7331 Webb Shore Drive
Dexter, MI 48130	Gregory, MI 48137

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or deposit withy the United States Postal Service.

SECTION 18 ENTIRE AGREEMENT
This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all previous discussions, negotiations, and agreements between the parties, whether written or oral, with respect to the subject matter hereof. This Agreement cannot be modified, altered, or amended except by written agreement, signed by both parties. Each of the parties has received an executed original of this Agreement.

SECTION 19 BINDING NATURE, NON-ASSIGNMENT
This Agreement shall be binding upon and inure to the benefit of the parties hereto and Ms. Dettling's respective heirs, personal representatives and attorneys-in-fact. This Agreement is non-assignable.

IN WITNESS WHEREOF, The Village of Dexter has caused this Agreement to be signed and executed on its behalf by the Village President, the day and year written above.

Donna Dettling Village Manager	Date
Shawn W. Keough Village President	Date

AGENDA 6-13-11
ITEM L-10

EMPLOYMENT AGREEMENT
VILLAGE TREASURER/FINANCE DIRECTOR
VILLAGE OF DEXTER
2011

This is an Employment Agreement (the "Agreement"), made and entered into on June 13, 2011 by and between the Village Council of Dexter, State of Michigan, a General Law Village, hereinafter called "Employer" or "Council" as party of the first part, and Marie Sherry, hereinafter called "Sherry" as party of the second part.

WHEREAS, It is the desire of the employer to continue to employ Sherry as Village Treasurer/Finance Director of the Village of Dexter, subject to the terms and conditions herein provided; and

WHEREAS, Sherry desires to accept continued employment as Village Treasurer/Finance Director of the Village of Dexter subject to the terms and conditions herein provided;

NOW THEREFORE: in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 DUTIES
Ms. Sherry agrees to continue service to the Village of Dexter in the manner and according to the duties and responsibilities prescribed for the Village Treasurer/Finance Director by the Village Manager, the Village Charter, the Village Ordinances, and resolutions of the Village Council and by Law.

SECTION 2 TERM OF EMPLOYMENT
A. Sherry agrees to remain in the employ of the Employer until her termination date. The term of employment under this Agreement commenced December 17, 2001. The current term of employment under this Agreement commences July 1, 2011, and will continue to June 30, 2012, at the pleasure of the Employer.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to terminate the services of Sherry according to the ordinance, which provides for the appointment of the village treasurer, hereto attached.

C. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Sherry to resign at any time from her position with Employer, subject only to the provisions of Section 5 of this Agreement.

SECTION 3 SUSPENSION
Employer may suspend Sherry with pay and benefits at any time during the term of this Agreement for any reason or no reason, with or without cause, and for any period of time, as deemed necessary by the Village Manager.

SECTION 4 TERMINATION AND SEVERANCE PAY
Sherry shall be compensated for all earned and unused vacation, holidays, pension and insurance benefits accrued up to the date of her employment. In the event Sherry is terminated for cause, Employer shall have no obligation to make the lump sum cash payment herein provided.

For the purpose of this provision "Cause" shall be construed to mean [1] commission of criminal offense, and/or [2] having been charged with any act involving moral turpitude, which the Council has reasonable grounds to believe is true, and/or [3] the willful and habitual failure to perform her duties and responsibilities in the manner prescribed by the Village Manager.

SECTION 5 RESIGNATION
In the event Sherry voluntarily resigns her position with Employer before expiration of this Agreement, then Sherry shall give Employer thirty-30 days notice in advance, unless the parties agree otherwise.

SECTION 6 SALARY
Employer agrees to pay Sherry for her services, rendered pursuant hereto, an annual base salary of $64,450.00 payable in installments at the same time as other management employees of the Employer are paid. A lump sum of 1% in lieu of a base percent adjustment for fiscal year 2011/12 will be provided in the amount of $644.50 payable July 1, 2011.

Annual adjustments in base salary shall be made based on an annual performance review of Sherry made in May of each year in place of the current practice of the anniversary date. The Village Treasurer/Finance Director position is considered exempt from overtime or compensatory time.

SECTION 7 PERFORMANCE EVALUATION
The Manager will review goals and evaluate the performance of Sherry once a year in May. Said review and evaluation shall be in accordance with the criteria developed jointly by the Employer and Sherry, which may be added to or deleted from as the Manager sees fit. Ms. Sherry requests that discussion by Village Council of her performance be completed in closed session.

SECTION 8 FRINGE BENEFITS
Vacation Time - Sherry shall be credited with twenty [20] days vacation leave upon hire and thereafter annually on her employment anniversary date. Vacation time will be used during the following 12-month period. The practice of paying for vacation time and carrying over vacation time will cease.

Sick Time - Sherry shall receive twelve [12] days sick leave each calendar year. Sick leave may be accrued and carried forward equal to the number of sick days needed to cover a 3-month period of disability. Sherry may accumulate a maximum of 480 hours of sick leave. Sick leave benefits are available for periods of incapacity due to illness or injury while actively employed with the Village. Accrued sick leave hours will not be paid out under any other circumstances.

Insurance Benefits – Except as otherwise provided in this Agreement, the Employer agrees to provide Sherry the same comprehensive health, dental, life ($50,000) and short term disability insurance, under the same plans as apply to other non-bargaining Department Heads of the Employer. The health insurance plan provided to non-bargaining employees will include options for a combination of deductibles paid by the employee and/or premium co-payments from payroll, which is subject to change at the discretion of the village.

In the event Sherry elects not to participate in the hospitalization, surgical and comprehensive medical insurance coverage provided by the Employer, then in-lieu of said coverage the Employer will make a payment to Sherry in an amount equal to 60% of the total cost of coverage for a single person up to a maximum annual payment of $3,000.00.

Retirement – The Employer agrees to contribute to MERS. Sherry will be required to make a MERS contribution of 4% effective July 1, 2011 and 5% effective July 1, 2012.

SECTION 9 ARBITRATION

It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress and dispute, claim or controversy involving the interpretation of this Agreement or the terms, conditions or termination of Sherry's employment with the Employer. Any such dispute, claim or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the Voluntary Labor Arbitration Rules of the America Arbitration Association then in effect. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement; he shall not change, add to, or subtract from any of its provisions. The Arbitrator shall have the power to compel attendance or witnesses at a hearing. The arbitration award shall be final and binding and shall be the sole remedy for any claimed breach of this Agreement. Judgment may be entered on the arbitrator's award in any court having jurisdiction, but neither party may otherwise resort to any court or administrative agency with respect to any dispute that is able to arbitrated under this section except for claims that the arbitrator will be borne by the Employer and Sherry equally. This arbitration provision shall, with respect to any dispute, claim or controversy rising under or in connection with this Agreement, survive the termination or expiration of the Agreement.

SECTION 10 INDEMNIFICATION

Employer shall defend, save harmless, and indemnify Sherry against any tort, professional liability claim or demand or other legal action to the extent provided for under the Village's insurance policies with its carriers arising out of an alleged act or omission occurring within the scope of her employment and in the good faith performance of Sherry's duties as Village Treasurer/Finance Director.

SECTION 11 BONDING

Employer shall bear the full cost of any fidelity or other bonds required of Sherry under any law or ordinance.

SECTION 12 OTHER TERMS AND CONDITIONS
The Manager, in consultation with Sherry, shall fix any such other terms and conditions of Sherry's employment, as it may determine from time to time provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village Charter or any law.

SECTION 13 REPRESENTATION OF EMPLOYER
Employer represents that it has the legal authority to enter into and be bound by the terms of this Agreement.

SECTION 14 SEVERABILITY
Should a court of jurisdiction hold any provision of this Agreement unlawful, all other provisions of the Agreement shall remain in force for the duration of the Agreement.

SECTION 15 NOTICES
Notices pursuant to this Agreement shall be given by personal delivery to the other party, or by certified mail through the United States Postal Service, postage prepaid, addressed as follows:

Village Manager	Sherry's Address:
8140 Main St.	7801 Salem Road
Dexter, MI 48130	Northville, MI 48167

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or deposit with the United States Postal Service.

SECTION 16 ENTIRE AGREEMENT
This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all previous discussions, negotiations, and agreements between the parties, whether written or oral, with respect to the subject matter hereof. This Agreement cannot be modified, altered, or amended except by written agreement, signed by both parties. Each of the parties has received an executed original of this Agreement.

SECTION 17 BINDING NATURE, NON-ASSIGNMENT
This Agreement shall be binding upon and inure to the benefit of the parties hereto and Ms. Sherry's respective heirs, personal representatives and attorneys-in-fact. This Agreement is non-assignable.

IN WITNESS WHEREOF, The Village of Dexter has caused this Agreement to be signed and executed on its behalf by the Village Manager and Village President, the day and year written above.

Marie A. Sherry Village Treasurer/Finance Director	Date
Donna Dettling Village Manager	Date
Shawn W. Keough Village President	Date

AGENDA 6-13-11
ITEM C-11

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 & Council Members**
From: **Courtney Nicholls, Assistant Village Manager**
Date: **June 6, 2011**
Re: **Demolition of 8077 Forest**

On May 26, 2011 the Village issued an invitation to bid to five contractors to demo 8077 Forest. The bid was sent to Bob Stacey, Blue Star Inc, Knight's Grading & Excavating, Luke's Trucking & Excavating, and Tanner Excavating. The bids were due on Monday, June 6 at noon. The following is the result of the bid:

Blue Star Inc - $8,900.00
Gary Koch Construction (in partnership with Bob Stacey) - $17,850.00
Knight's Grading & Excavating - $17,850.00

I contacted the two companies that did not respond – Luke's had intended to bid but had written down the wrong deadline and I did not hear back from Tanner.

Blue Star Inc. performed demolition work as part of the LaFontaine project and has demolished houses for the cities of Troy, Hamtramck, Redford, Madison Heights, Pontiac and Hazel Park.

I contacted Al Bloom, the general contractor for the LaFontaine project and he said that in his experience Blue Star is a very good and reliable company. I also contacted Michael Dennis from the City of Redford who said that they performed work quickly and with no problems.

Staff is recommending that Council approve the attached resolution awarding the bid to Blue Star Inc, in an amount not to exceed $8900.

The work will begin after July 1 and be included in the property acquisition line item in the general fund budget that is adopted on June 27th.

RESOLUTION #2011-_____

RESOLUTION TO AWARD BID – DEMOLITION OF 8077 FOREST

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 13th day of June, 2011, Eastern Daylight Time.

PRESENT: Members:

ABSENT: Members:

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

WHEREAS, an invitation to bid was issued to five contractors and receipt of bids was on June 6, 2011; and

WHEREAS, the Village received three (3) bids for the Project; and

WHEREAS, Blue Star, Inc. 23894 Amber, Warren, MI was the lowest qualified bidder with a project cost of $8,900.00;

WHEREAS, the Contractor provided and the Village has verified references that the contractor has worked successfully on similar projects;

BE IT RESOLVED by the Village of Dexter Council, Washtenaw County, Michigan that the bid for the Demolition of 8077 Forest be awarded to:

VENDOR: Blue Star, Inc
ADDRESS: 23894 Amber Ave. Warren, MI 48089
COMPLETION: July 1, 2011 to August 1, 2011
PROJECT COST: $8,900.00

BE IT FURTHER RESOLVED that the bid is awarded under the conditions of the bid requirements, including but not limited to insurance, inspection and upon execution of the Notice of Award.

BE IT FURTHER RESOLVED that the Village Manager or designee are hereby authorized to enter into a contract with the above listed company.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED THIS 13th DAY OF JUNE, 2011

_____

Village President – Shawn W. Keough

CERTIFICATION

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, at a regular meeting held on the 13th day of June, 2011.

_____

Village Clerk – Carol J. Jones

VILLAGE OF DEXTER

INVITATION TO BID

BID TITLE:	DEMOLITION OF 8077 FOREST
BID DUE DATE:	**DUE - MONDAY, JUNE 6, 2011 BY 12:00 PM** VILLAGE COUNCIL APPROVAL (Tentative) MONDAY JUNE 13, 2011

ISSUING AGENCY INFORMATION

ISSUED BY: Village of Dexter, 8140 Main Street, Dexter, MI 48130	**ISSUE DATE: 5-26-11**
RETURN TO: **Village of Dexter** **Village Manager** **Donna Dettling** **8140 Main Street (mailing)** **8123 Main Street (drop off)** **Dexter, MI 48130**	**Phone: (734) 426-8303 ext. 11** **Fax: (734) 426-5614** **Website: www.villageofdexter.org**

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."

Alternate Bids: Vendors may submit alternate bids (a bid on services other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate".

BIDDERS MUST COMPLETE THE FOLLOWING

PAYMENT TERMS: NET 30 DAYS	**DELIVERY DATE:**
BIDDER NAME/ADDRESS/CERTIFICATIONS: Blue Star Inc. 23894 Amber Ave. Warren, MI 48089	**AUTHORIZED BIDDER SIGNATORY** (print and sign in ink): Scott A. Krall Scott A. Krall
BIDDER PHONE #: 586-427-9933	**BIDDER FAX #:** 586-427-9934
BIDDER EMAIL ADDRESS AND WEBSITE: Skrall@bluestardemo.com	www.bluestardemo.com

IMPORTANT: SEE STANDARDS AND TERMS

8077 FOREST - PROJECT SCOPE

Project Location:
8077 Forest, Dexter, MI

Permitted Activity:
Demolition of house located at 8077 Forest. Properly disconnect utilities; gas, electric, water, etc. Cut and cap sewer lead and water line at the main. Remove all above and below ground structures, including basement. Properly fill and compact area.

Contractor Requirements:
Contractor required to obtain all required permits from the Village and Washtenaw County.

Contractors bidding must be qualified to complete the work as proposed.

Village Staff will perform the inspection of the project.

Scope of Project:
The work shall be started after July 1, 2011 following award by Village Council approval.

COMPANY NAME: Blue Star Inc.	
PLEASE PROVIDE THE COMPANIES/SUPERVISORS QUALIFICATIONS AND EXPERIENCE PERFORMING SUCH WORK. MUNICIPAL REFERENCES ARE REQUIRED	
Please see attached list	
IDENTIFY MEMBERSHIP IN RELEVANT PROFESSIONAL ORGANIZATIONS	
National Demolition Association Construction Association of Michigan	
LIST BID CONTINGENCIES/CONDITIONS/DEVIATIONS	
Excludes: Asbestos Survey / Abatement	
TOTAL BID PRICE: 8,900.00	
START DATE: T.B.D.	**END DATE:** Work to take 3-5 Days to complete.
TERMS: Net 45 Days	
BID MUST BE FIRM IN ACCORDANCE WITH PLANNED SCHEDULE	**F.O.B VILLAGE OF DEXTER**

Blue Star Incorporated
23894 Amber
Warren, MI 48089
Office: 586-427-9933
Fax: 586-427-9934
www.bluestardemo.com

June 3, 2011
RE: References for Blue Star Inc. house demolitions for various cities

1. Agency: City of Troy
   500 W. Big Beaver
   Troy, MI 48084
   Contact: Steve Pallotta
   Office: 248-524-3368

2. Agency: City of Redford
   15145 Beech Daly Rd
   Redford, MI 48239
   Contact: Michael Dennis
   Office: 313-387-2750

3. Agency: City of Pontiac
   55 Wesson
   Pontiac, MI 48342
   Contact: John Balint
   Office: 248-758-3640

4. Agency: City of Hamtramck
   3401 Evaline
   Hamtramck, MI 48212
   Contact: Tom Lickfelt
   Office: 313-876-7700

5. Agency: City of Madison Heights
   300 W. Thirteen Mile Rd
   Madison Heights, MI 48071
   Contact: Jack Williams
   Office: 248-583-0831

6. Agency: City of Hazel Park
   111 E. Nine Mile Rd
   Hazel Park, MI 48030
   Contact: Janet Drumm
   Office: 248-547-4741

Blue Star Inc. has demolished various properties for the cities listed above and can provide a detailed list upon request.

Please let me know if you have any questions or concerns.

Sincerely,

Scott A. Krall
Blue Star Inc.

Blue Star Inc.
23894 Amber Ave
Warren, MI 48089
586-427-9933 Office
586-427-9934 Fax
estimating@bluestardemo.com

June 3, 2011

Blue Star, Inc began in 1978 as Blue Star Trucking and has grown into Blue Star Incorporated in 1986 with 75 employees. Our office is located at 23894 Amber in the city of Warren. The company has 30 (+) years of demolition experience and a good reputation in the construction industry. Some of our past customers are White Construction, JC Beal, Detroit Contracting, Inc, Walbridge & Clark Construction as well as Barton Malow, McCarthy & Smith and Frank Rewold & Sons. Blue Star has demoed numerous structures in the past such as commercial buildings, industrial buildings, retail stores (Fairlane Sacks, Target Wonderland, etc.) as well as many schools (Green Elementary, Eastland High School, Beverly, Pembroke, Hartland, etc.) and residential homes throughout numerous cities (St. Clair Shores, Pontiac, etc.).

Our company is large enough to handle your project. Blue Star owns over 3 Million dollars worth of equipment: 2 (330) large excavators, 2 (325) Excavators, 3 (320) Smaller excavators, 1 (850) Case dozer. 315 Cat excavator, 308 Cat excavator, 303 Cat excavator, 12 Bobcats, 4 tractor trailer trucks, and gravel train trailers. We have at our disposal, numerous other trucks, thus allowing the project smooth timing and completion.

Blue Star's attention to detail and commitment starts at 1st contact with our customers. Our trained estimating staff, which has over 100 + years combined experience, reviews the customer's request and needs. RFP's are dissected and analyzed by breaking out every aspect of each individual request. This allows us to compute the most economical and efficient procedure necessary to propel the project in the direction best suited for the customer. After award, our project management team coordinates with the customer and our tradesmen for detailed site logistics and concerns. Blue Star size allows us to be flexible and responsive while keeping hands on approach. Our project managers have over 85 years combined hands on experience in the construction and demolition industry and are dedicated to maximizing customer relations in conjunction with the execution of your project. Using the most modern equipment, we will work with the staff to raze your structure (s) per your RFP. This is completed utilizing the vast experience of operating engineers, who have over 20 years each in the demolition industry. They are capable of surgically dismantling structures expeditiously and safely. Blue Star takes a green attitude with each and every project by separating all materials, processing them and transferring them to local recycling and processing centers across the city for re-use on the endeavors.

In closing, our staff is qualified, professional and happy to assist our customers with their questions, concerns and needs. Our many years of experience insure that every customer is completely satisfied at the conclusion of their project whether it is a union project or non-union project. Blue Star has capabilities for both. Please call Michael E. Desjardine at 586-427-9933 or fax 586-427-9934 to discuss any upcoming projects or if you have any questions.