



**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. Dexter Area Historical Society and Museum Winter Newsletter
4. Scio Township Winter Newsletter

**Page # 9-22**

**I. REPORTS:**

1. Community Development Manager Report– Allison Bishop  
Installation of a Border to Border Trail Kiosk by Washtenaw County Parks  
within Warrior Creek Park

**Page # 23-42**

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  
Farmers Market/Community Garden  
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  
Downtown Fire Detection  
Economic Preparedness  
Facilities  
**Website**

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

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

4. Village Manager Report

**Page # 43-112**

5. President's Report

**Page # 103-104**

**J. CONSENT AGENDA**

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

1. Consideration of: Bills & Payroll in the amount of: \$171,945.08

**Page # 105-112**

2. Consideration of: Temporary Road Closure of Main and Central for the Dexter Ann Arbor Run on June 3, 2012 from approximately 8:30 a.m. to 9:30 a.m.

**Page # 113-118**

3. Consideration of: Closure of Central Street from Main to Fifth Street from May 19, 2012 from 7:00 a.m. to May 20, 2012 at noon for Relay for Life – contingent on Washtenaw County Sheriff and Dexter Area Fire Department Approval

**Page # 119-126**

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

1. Discussion of: Cityhood Next Steps

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

1. Consideration of: Recommendation from Planning Commission to distribute Draft Master Plan to adjacent jurisdictions in accordance with PA 33 of 2008

**Page # 127-128**

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

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

2. Consideration of: Selection of the Final Bond Re-Financing Option

**Page # 129-142**

3. Consideration of: Approval of Purchase of Boulder Play Climber in an amount not to exceed the \$10,000 grant received by the 5H Grant Committee

**Page # 143-146**

4. Consideration of: Concurrent Resolution to Authorize the Village of Dexter to Conditionally Enter into an Amendment Interlocal Agreement Known as the “Dexter Area Fire Department”

**Page # 147-164**

5. Discussion of: Resolution to Support the Conceptual Interlocal Agreement for Fire and Rescue Services with Scio Township, Dexter Township, Webster Township and the Village of Dexter

**Page # 165-222**

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

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

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

#### **O. ADJOURNMENT**

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

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

DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, FEBRUARY 13, 2012

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

D. Fisher

J. Smith

P. Cousins

J. Semifero

R. Tell - absent

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Carol Jones, Village Clerk; Kurt Augustine, Streets Foreman; Dan Schlaff, Public Utility Foreman; Rhett Gronevelt and Patrick Droze, Orchard, Hiltz and McCliment; members of the Dexter Firefighters Association; Larry Cobler, Dexter School Board; David Read, Scio Township Trustee; Tom Traciak, Village Financial Advisor; residents and media.

**C. APPROVAL OF THE MINUTES**

## 1. Regular Council Meeting – January 23, 2012

Motion Smith; support Fisher to approve the minutes of the Regular Council Meeting of January 23, 2012 with the following corrections:

Page 2, I-1 correct third bullet point to read *they are requesting help* rather than *they need help* and fourth bullet point replace *reason* with *request* and replace *Westside Connector* with *Master Plan*.

Unanimous voice vote for approval with Trustee Tell absent

**D. PREARRANGED PARTICIPATION**

Dexter Firefighters Association – Consolidation of the Dexter Area Fire Department and the Scio Township Fire Department

Dexter Firefighters Association President, Jason Hilberer, shared concerns that the Association has regarding the pending merger of the Dexter and Scio departments:

- Concerns of middle management and lower management of the new department.
- How will the combining of the departments deal with the personalities of 45 employees and get them to work together?
- Concern of the decision making of a new chief who has not yet been appointed.
- Changing of the name...The Dexter name goes back to 1890 and all departments in the county are named for the city, village, or township they

cover. The Association feels that there is not a need for a name change. Cost to make a name change for both departments would be \$133,818; \$70,508 to change the Dexter Department; and \$63,310 to change the Scio Department.

- Firefighters and the Association are in favor of the proposed merger.

President Keough provided feedback that the committee has not defined organizational structure but have discussed possible structuring. Regarding the naming, he realizes that this is a sticky subject and the new name was proposed because of the possibility of merging of more areas. Other Council comments included that we should go ahead with the merger no matter the name or administrative location with others favoring the keeping of the Dexter name and 8140 Main Street as administrative headquarters.

#### **E. APPROVAL OF THE AGENDA**

Motion Smith; support Semifero to approve the agenda with additional information Under the Village Managers Report showing proposed detour plan for Main Street resurfacing.

Unanimous voice vote for approval with Trustee Tell absent

#### **F. PUBLIC HEARINGS**

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

Establishment of the Huron Street High Tech-Light Industrial Development District over 3515 Broad (HD-03-31-475-011) and 8155 Huron (HD-03-31-475-010)

Consideration of: Resolution to Establish the Huron Street High Tech-Light Industrial Development District over 3515 Broad (HD-03-31-475-011) and 8155 Huron (HD-03-31-475-010)

Hearing was opened by President Keough at 8:17 PM. Peter Orr of 2804 West Delhi, Ann Arbor introduced himself as the principle in Med-Hub (the business purchasing 3515 Broad Street) and spoke of the \$1,000,000 improvements that will be done in order to preserve the character of the building. The hearing was closed at 8:18 PM.

Motion Fisher; support Carson to approve the resolution to establish the Huron Street High Tech-Light Industrial Development District over 3515 Broad Street (HD-003-31-475-011) and 8155 Huron Street (HD-03-31-475-010)

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

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

David Read, 769 Merlin Way, Dexter and Scio Township Trustee spoke of being disappointed and discouraged by the comments heard during the pre-arranged participation and asked why they were not brought up at the January meeting held at Webster Township. He believes that a bigger department will provide a better department and a new name is needed to move this forward.

## H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar
3. January Citation List
4. Letter from Comcast
5. Press Release Regarding State Representative Ouimet

## I. REPORTS

### 1. Community Development Manager – Allison Bishop

Ms. Bishop submits her report as per packet. Ms. Bishop was not in attendance at the meeting but the following questions/comments were given regarding her report:

- Question was asked about the roads in Dexter Crossings, bringing them up to par and moving forward on their dedication.
- Comment on the Border to Border Trail Grand Opening and the disappointment in the date that was chosen.
- Mr. Cousins made mention of the fact that Dexter is one of the four Water Trail Towns.
- Comment to make a correction in the Intent section of the Village of Dexter Engineering Standards, that approvals will also include the approval of the Village Council.

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

#### *Arts, Culture & Heritage Committee*

Ms. Nicholls reported that an update is provided in the packet.

- Discussion followed on the concept of a wind turbine light feature.
- Question was asked regarding the use of local artists for temporary displays but it was noted that this may change for permanent display art.
- It was mentioned that Trustee Cousins would represent Village Council on the Art Selection Committee.

#### *Dexter Area Chamber of Commerce – Paula Palmer Burns*

Ms. Palmer-Burns gave the following update on Chamber activities:

- Dues renewals for this year will be based on the member’s anniversary date in the Chamber.
- The Chamber sponsorships this year are the Ice Rink, Chick-fil-A Leadership Conference at Dexter United Methodist Church, Faith in Action, and the Henry Thurston Field House project.

- Board meetings are once a month but are turning over some leadership roles to committees.
- Through the marketing committee, launched a facebook page last week and have begun tweeting.
- Sending out the weekly newsletter to about 500 addresses.
- Are trying to increase membership.
- The website is being worked on.
- Summer Series committee has begun meeting.
- 2012 Golf Outing will be a joint outing with Chelsea Chamber like last year.
- Luminary-working on ways to carry this out.
- The Annual Dinner will be March 15 at Ann Arbor Country Club and invited Council to attend.
- Partnered with the Chelsea Chamber at last weeks After Hours event.

### 3. Subcommittee Reports

Downtown Fire Detection

Economic Preparedness

Facilities

**Website – Jim Smith**

Mr. Smith reported that the Website Committee will be visiting the vendor in Lansing on Wednesday and be able to sit down with the site designer.

### 4. Village Manager Report

Mrs. Dettling submits her report as per packet. Mrs. Dettling gave the following verbal updates:

- Mentioned the water/sewer rate survey done by Clinton and that it is timely due to the future discussion on bond restructuring.
- Verbal update regarding a grease issue with food establishments in the Village, will be sending them a letter and doing onsite inspections.
- Rhett Gronevelt from Orchard, Hiltz & McCliment reviewed the meeting notes regarding the Main Street Paving and Central Street Paving projects.
- Asked Council members to review the Capital Improvement Plan and prioritize projects.
- Making corrections on the Engineering Standards and will have them ready to review.
- Need to address issues included in the report regarding the Fire Station.

### 5. President's Report

Mr. Keough submits his report as per packet. Discussion followed regarding the Regional Fire Department and in particular the location of the main station and the name of the department.

## J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$405,095.96

2. Consideration of: Appointment of Mary Bowe to the Arts, Culture & Heritage Committee with a term to expire June 2014

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

Unanimous voice vote for approval with Trustee Tell absent

At 10:26 PM a recess was taken and the meeting resumed at 10:31 PM.

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

1. Discussion of: Cityhood Next Steps

Information included in the packet included the filing of the stay of proceedings and a description of the incorporation process.

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

1. Consideration of: Recommendation from Planning Commission to Approve the Final site Plan for the Dexter Wellness Center

Motion Cousins; support Carson that based upon information received from the applicant, reflected in minutes of this meeting in conformance with Section 21.04(E)3 of the Village of Dexter Zoning Ordinance, the Village Council finds the Dexter Wellness Center final site plan dated 1-24-12 meets the requirements to approve the final site plan. In making this determination, the following additional condition shall apply – submission of 5 final plan sets for signature in accordance with Section 21.04 (E).

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

Nays: None

Absent: Tell

Motion carries

2. Consideration of: Notice of Intent Resolution – Refunding up to \$4,200,000 in Water and Sewer Bonds to Reduce the Interest Rate and Shorten the Term

Motion Semifero; support Fisher to approve the Notice of Intent Resolution-refunding up to \$4,200,000 in Water and Sewer Bonds to reduce the interest rate and shorten the term.

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

Nays: None

Absent: Tell

Motion carries

3. Consideration of: Contract with the Road Commission to Complete the Dexter-Pinckney Sidewalk

Motion Cousins; support Carson to approve the contract with the Washtenaw County Road Commission to complete the Dexter-Pinckney Sidewalk in the amount of \$75,000 for estimated construction costs and \$11,250 for construction engineering cost for a total of \$86,250.

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

4. Consideration of: Setting a Public Hearing for March 13, 2012 for an Industrial Facilities Tax Abatement Request from K-Space

Motion Fisher; support Semifero to set a Public Hearing for March 13, 2012 for an Industrial Facilities Tax Abatement from a request from K-Space.

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

**M. COUNCIL COMMENTS**

Cousins	Watched the Dexter Girls Basketball team defeat the undefeated Chelsea Girl's team last Friday evening.
Fisher	None
Jones	Favors the retaining of the name of Dexter Area Fire Department and that the Main Station stays in the Village.
Smith	None
Semifero	None
Carson	None
Tell	Absent

**N. NON-ARRANGED PARTICIPATION**

Larry Cobler, 9081 Lotie Lane, Dexter and School Board President gave the following thoughts:

- Regarding the Main Street project, would encourage that the Village speak to the schools about the upcoming project.
- The schools are looking to develop their signage to be consistent with that in the Village.
- Encouraged Council to look at backend parking in the downtown.
- Spoke of the 5 Healthy Communities and Coalition and the promotion of the new walkway.

**O. ADJOURNMENT**

Motion Smith; support Fisher to adjourn at 11:13 PM.

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

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



## 2012 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Dexter Community Schools Board of Education	2/27/2012	7:00 p.m.	Creekside Intermediate School	<a href="http://web.dexter.k12.mi.us/">http://web.dexter.k12.mi.us/</a>	
Dexter Village Council	2/27/2012	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Planning	2/27/2012	7:30 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Scio Township Board	2/28/2012	7:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	Jim Carson
Western Washtenaw Area Value Express	2/28/2012	8:15 a.m.	Chelsea Community Hospital	<a href="http://www.dextermuseum.org/">http://www.dextermuseum.org/</a>	
Dexter Area Historical Society Board	3/1/2012	7:30 p.m.	Dexter Area Historical Museum	<a href="http://www.dexter.lib.mi.us/">http://www.dexter.lib.mi.us/</a>	
Dexter District Library Board	3/5/2012	7:30 p.m.	Dexter District Library	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Jim Carson
Dexter Village Planning Commission	3/5/2012	7:30 p.m.	Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Dexter Village Arts, Culture & Heritage Committ	3/6/2012	7:00 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Washtenaw County Board of Commissioners	3/7/2012	6:45 p.m.	Board Room, Admin Building	<a href="http://www.ewashtenaw.org/government/boc/">http://www.ewashtenaw.org/government/boc/</a>	
Washtenaw Area Transportation Study-Technica	3/7/2012	9:30 a.m.	Road Commission Offices	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Rhett Gronevelt
Dexter Village Council Work Session	3/10/2012	8:00 a.m.	Dexter Senior Center		
Dexter Community Schools Board of Education	3/12/2012	7:00 p.m.	Creekside Intermediate School	<a href="http://web.dexter.k12.mi.us/">http://web.dexter.k12.mi.us/</a>	
Dexter Village Council	3/12/2012	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Planning	3/12/2012	7:30 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Scio Township Board	3/13/2012	7:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Dexter Area Chamber of Commerce	3/14/2012	8:00 a.m.	Copeland Board Room	<a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>	Paul Cousins
Dexter Area Fire Board	3/15/2012	6:00 p.m.	Dexter Township Hall	<a href="http://dexterareafire.org/">http://dexterareafire.org/</a>	Ray Tell/Jim Seta
Dexter Downtown Development Authority	3/15/2012	7:30 a.m.	Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Shawn Keough
Healthy Community Steering Committee	3/15/2012	8:30 a.m.	Chelsea Hospital - White Oak Room		Paul Cousins

AGENDA 2-27-12  
ITEM 4-1

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



2012 Sign Requests

AGENDA 2-27-12  
ITEM H-2

Month	Name of Group	Dates	Number Approved	Approval Date	Locations	Name of Group	Dates	Number Approved	Approval Date	Locations
January	St. Andrew's - Blood Drive	12/29-1/9	2 - 28" x 22"	9/2/2011	8, 22					
	Friends of the Library - Book Sale	1/5-1/7	5 - 18" x 24"	1/12/2011	1,4,16,19,20					
	K of C - Quarter Mania	1/9-1/20	5 - 18" x 24"	1/6/2012	1, 2, 4, 5, 10					
	Encore - Intermittent	1/16-2/26	2 - 36" x 24"	1/31/2011	15,16					
	Mill Creek - Blood Drive	1/16-1/30	2 - 18" x 24"	1/20/2012	21	Friends of the Library - Book Sale	8/9-8/11	5 - 18" x 24"	11/22/2011	1,4,16,19,20
February	K of C - Rummage Sale	1/23-2/5	5 - 18" x 24"	1/6/2012	1, 2, 4, 5, 10					
	St. Andrew's - Monthly Dinner	1/27-2/2	1 - 36" x 24"	1/23/2012	8					
	Friends of the Library - Book Sale	2/2-2/4	5 - 18" x 24"	1/22/2011	1,4,16,19,20					
	Dexter High Drama Club - Play	2/1-2/12	2 - 2' x 4'	2/3/2012	1, 3					
	Little League - Registration	2/9-2/22	5 - 18" x 24"	2/10/2012	1, 2, 5, 44, 4	St. Andrew's - Monthly Dinner	8/31-9/6	1 - 36" x 24"	1/23/2012	8
	Varsity Hockey Team - Skate	2/10-2/18	3 - 18" x 24"	2/1/2012	1, 46					
	Community Band - Concert	2/13-2/26	2 - 2' x 4'	1						
March	Community Band - Concert		- 18" x 24"	2/10/2012	1,3,5					
	St. Andrew's - Monthly Dinner	2/24-3/1	1 - 36" x 24"	1/23/2012	8					
	Friends of the Library - Book Sale	3/1-3/3	5 - 18" x 24"	1/22/2011	1,4,16,19,20					
	Historical Society - Art Fair	3/3-3/17	5 - 18" x 24"	2/9/2012	1, 2, 4, 10, 5					
April	Friends of the Library - Book Sale	4/5-4/7	5 - 18" x 24"	11/22/2011	1,4,16,19,20					
	St. Andrew's - Blood Drive	4/2-4/16	2 - 28" x 22"	9/2/2011	8, 22	St. Andrew's - Monthly Dinner	9/28-10/4	1 - 36" x 24"	1/23/2012	8
	St. Andrew's - Monthly Dinner	4/6-4/12	1 - 36" x 24"	1/23/2012	8	Friends of the Library - Book Sale	10/4-10/6	5 - 18" x 24"	11/22/2011	1,4,16,19,20
	Community Band - Concert	4/16-4/29	2 - 2' x 4'	1						
	Community Band - Concert		- 18" x 24"	2/10/2012	1,3,5					
May	St. Andrew's - Monthly Dinner	4/27-5/3	1 - 36" x 24"	1/23/2012	8					
June	Friends of the Library - Book Sale	5/31-6/2	5 - 18" x 24"	11/22/2011	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, 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/Leffords, 42 - Third/Broad, 43 - 3rd/Dover, 44 - Ryan/Dexter Ann Arbor, 45 - Meadowview/Dexter Ann Arbor, 46 - Ice Rink

\*\* Dexter Farmers Market will place up to 5 signs on Saturday and Tuesday to advertise for the market





# Dexter Area Historical Society and Museum

## WINTER NEWSLETTER 2012

**SAVE THE DATE:** JUNE 8, 9, 10 for CIVIL WAR DAYS at Gordon Hall. The date for DuMouchelles Antique Appraisal Clinic has not been set yet; watch for the date.

**DEXTER AREA MUSEUM - 2011 in Review - Annual Report:** The Museum opened for regular hours the first weekend in May with a DuMouchelles Antiques Appraisal Clinic arranged and conducted by the Heritage Guild. It was so successful the group held another clinic in the autumn. The Heritage Guild used some of the proceeds to pay for the spring cleaning of the Museum. Yet again, this loyal group worked year round to provide the materials and organize the Annual Christmas bazaar. Many thanks to that tireless group of ladies. Another tireless group of volunteers under the leadership of Ginny Ryan puts on the Pioneer Arts Fair in March. This function and the bazaar provide most of the operating funds for the Museum. Thanks for all your help!

Several hundred people visited the Museum this season including people from Oregon, Florida, Canada, Sweden and Russia. School Tours were again arranged by Sybil Van Houten. Seven second grade classes and 2 sixth grade classes toured the Museum consisting of 221 kids, 11 teachers, 53 parents, and 4 docents. Thanks to Sybil and the volunteer docents.

The Museum was open on Friday of Dexter Daze and a garage sale was held. The opportunity to hold individual sales was extended to members and to the Antiquarians. Several individuals held their sales and enjoyed the easy parking available here. A donation to the Museum was expected from those holding sales. Anyone interested, keep in mind that we will be doing the same thing during this year's Dexter Daze.

Volunteer hours recorded in the book total 2020 hours for the year. Mike Williams continued to take care of the lawn. One can see that volunteers are the life blood of this Museum.

There is always a need for volunteers with interest and enthusiasm. We heartily thank all who commit their efforts to help preserve the history of the families that built and sustained this community.

Realizing that the Museum building is a vital asset to the Dexter Area Historical Society and Museum, a constant attempt is made to keep it in repair. Luckily a repair group which would tackle the height of the building was found. The roof and belfry rain/water problem had to be addressed again with numerous repairs made to the exterior and interior belfry area. Some wall canvas repair and some painting was done in the loft area. There is more work to be done to make the area suitable again for storage of artifacts. To minimize the dampness on the alley wall of the building and to limit critter access to the roof, the trees have been trimmed again and the lilacs removed. Future plans include new protective coverings on the outside of the stained glass windows. We are careful to keep all safety devices up to date.

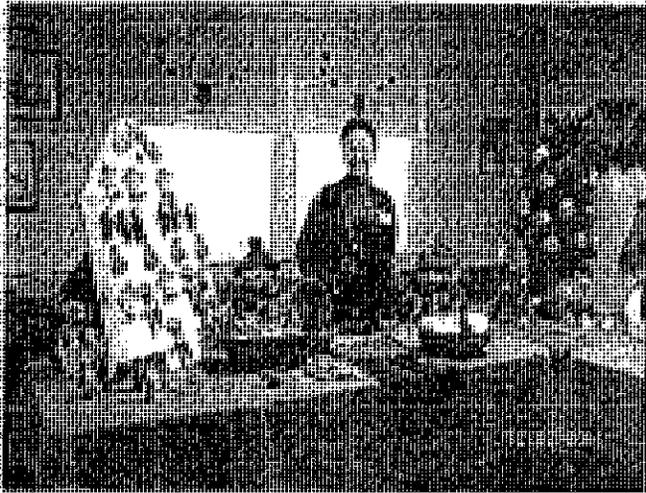
Among acquisitions to the archives and artifacts collections are family Bibles, classic school books, miscellaneous photographs, a Victorian baby carriage, and a wooden trunk.

Various projects are in progress and this season we have some unexpected help. Master degree students from the UM preservation course are helping the staff with new ideas and techniques for the caring and storage of artifacts and archives. The Museum staff is always receptive to new procedures that may be implemented within the constraints of the facilities and the budget. If you are interested in helping, please call the Museum to volunteer.

The Museum is now closed, but will reopen on May 4th for regular hours: 1-3 pm on Fridays and Saturdays, with special hours or tours by appointment. Questions or requests before that date, please call the Museum, 734.426.2519, leave a message and a staff member will return your call. Museum Directors: Nina Rackham, Director, Alice Pastalan, Co-Director

**NEXT ANNUAL MEETING, DEXTER AREA HISTORICAL SOCIETY AND MUSEUM** will be held Sunday, Feb. 12, at 4pm, at the Museum. The proposed slate for officers and representatives will be presented and the election of officers will be voted on.

Donovan Hill will give a special presentation on the 1860's Vintage Baseball Club coming to Dexter, which the Historical Society is sponsoring. Please come and join us in our special tribute and thanks to Gilbert Campbell and Ethel Samuelson for their many years of service to the Dexter Area Historical Society and Museum. Refreshments will be served.



**BAZAAR 2011:** The Dexter Heritage Guild's holiday bazaar and bake sale was a great success! Besides the many familiar faces, there were also many "new" visitors attending the Bazaar. The tables overflowed with crafts and baked goods (which were nearly gone by 1:30!), and the meeting room and museum were filled with happy shoppers. Thanks to Busch's for their donation of animal crackers; to the Dexter Village Cleaner's for keeping Santa's suit in tip-top shape; and The Dexter Leader, The Sun Times, and patch.com for advertising our event. Thanks to the Wiertellas for making Santa's visit magical. Many thanks to the members of the Historical Society and friends of the Museum who contributed baked goods, soup mixes, jams, and candies to the bake sale. And, last, but not least, thank you to all who shopped at the bazaar and bake sale. We appreciate your on-going support!

**A NEW SEASON OF CRAFTING** for the **BAZAAR 2012** has begun: The Heritage Guild meets the 3<sup>rd</sup> and 4<sup>th</sup> Wednesdays of the month, January to September, at the Museum from 9am-

Noon. If you would like good companionship and like to make crafts, join the Heritage Guild. New members are always welcome. The Heritage Guild would also like new ideas for future bazaars. We would appreciate your suggestions. Contact Carol Ann Emerick at 426-0477 or Cindy Henes at 426-0973.

**CHRISTMAS AT THE MANSION**, which was held on December 3 and 4 from 12:00-6:00 at Gordon Hall, was a huge success. Julie Knight and Terry Stacey did an outstanding job as committee chairs.

Local businesses volunteered for room and porch decorations. Everyone agreed that it looked great! Refreshments of cider and cookies were also donated and served on the back porch. Santa was there both days to greet children, and photo-ops were available with Santa in our decorated sleigh. Music was provided by volunteer choirs from Peace Lutheran Church, United Methodist Church, and the Lesser Family.

An estimated 1200-1500 people visited Gordon Hall during the two day event. Sixteen gallons of cider and 30 dozen cookies were consumed. A good time was had by all. Despite the lack of snow, everyone was in the Holiday Spirit.

Special thanks go to: Hearts and Flowers, Dexter Flowers, Dexter Picture Frame Company, The Cedars/Jan Lyons, Mrs. Hill's 6<sup>th</sup> Grade Go Green Class, By Design Interiors, L & J Landscaping, Reclaimed Dreams, and Cheryl Doletzky. Thanks to the Lions Club for the greens donations which included 5 wreaths and 6 trees. Thanks to Busch's Market, Dexter Bakery and the Cedars for the cider and cookie donations. Thanks to all the Hostesses and workers for your time and effort. Let's do it again next year!

**THE PIONEER ARTS FAIR COMMITTEE** has been meeting monthly to get ready for the March 17, 2012 Fair. We have four exciting drawing prizes this year: Mac Buxton has donated a large wooden bowl, Pam O'Hara is donating a piece of her ceramic ware, Ron Lindgren is donating a hearth broom, and Cynthia High is preparing a basket of her homemade soaps and oils. We are currently receiving contracts from our artists and have sent a few applications. The Kettle Corn lady says she will be there, barring a snowstorm or high wind.



### CALL FOR BAKED GOODS for the FAIR:

Homemade jams, breads, cakes, cookies, bags of snacks like trail mix, small breads, etc. are very welcome. HINTS: Label the items, including ingredients. Small quantities work best—then people buy a variety. Cupcakes don't package well. Someone made fruit cobbler that was a big hit! Please bring your items to Creekside school on Friday between 4-6:30 or Saturday between 8:30-9:30. Questions, call Sue Schotts at 424-9998. Thank you for your continued and appreciated support!

### THE RAILROAD VIADUCT:

Have you seen the collection of boulders in the lot off of Jeffords Street? When they first started appearing, we wondered where they came from. Had they been taken from the river just as others were over 120 years ago for use in the Viaduct?

The stories about the Viaduct often mentioned the use of stones from the riverbed. Of course, a call to Allison Bishop in the village office informed us that the new boulders came from Indiana, but it did remind us of the reason the Viaduct was built. In an article that appeared in the Dexter Leader December 20, 1979 we find the following information:

"Before 1890, the old New York Central Railroad crossed the street at ground level. Such was the condition of the crossing that spring day in 1887 when Margaret Warner went visiting and never returned home. A contemporary account of the tragedy ran as follows:

"A sad and fatal accident which has cast a pall of gloom over the entire community occurred in our village between the hours of three and four o'clock last Sunday afternoon. Mr. and Mrs. Dennis Warner had started to call on their son Charles, whose residence is a short distance across the railroad track west of the village; as

they reached the crossing the Limited Express (west), running at 45 miles an hour, came suddenly around the curve and signaled for the crossing. Mr. and Mrs. Warner were then crossing the track. Mr. Warner being slightly in the advance, passed over in safety, but Mrs. Warner evidently became slightly confused, hesitated an instant, and just as she stepped from the track was struck by the pilot of the locomotive, throwing her head against the cylinder, crushing her skull and killing her instantly."

"In the wake of the accident, the friends and family of Mrs. Warner, who with her husband, a wealthy sawmill operator and Dexter pioneer, commenced a campaign to make the crossing safer by raising the tracks upon a bridge high and wide enough to allow pedestrians, horses and buggies to pass in safety."

"Two years later, in October 1899, the Mill Creek channel between the proposed site and the bridge at the foot of Main St. was straightened by men and teams of horses employed by New York Central with the idea of preventing water from wearing away the banks at the west end of the bridge. At that time, plans were begun in earnest for the tunnel-like structure, with the design of raising the grade five to six feet at an estimated cost of \$20,000.

"The proposal became an unintended lucky break for a young black engineer by the name of Fred B. Pelham, a Detroit native who had graduated from the University of Michigan in 1887 and was in the employ of the Michigan Central Railroad. Given the assignment of building the bridge, he planned what was to become the first skew arch bridge in Washtenaw County. All of the stones that went into its construction were dredged up from the Mill Creek bed, individually cut by a mason and snubbed together with a care that many think is lacking in more modern operations.

"The project was completed by 1890 and from that day to this no serious accidents have occurred at the crossing."

Information for this article written in 1979 was gathered from Norma McAllister and Nancy J. Van Blaricum. It is important to know the history of our community and the reasons things were built to make our Village and the whole area safe for all of us today. Judge Dexter had no visions of grandeur as he opposed having his village grow with the suggestions that the County seat be here or the University of Michigan. Our loss was Ann Arbor's gain, but his vision has made us a quiet yet vibrant village.

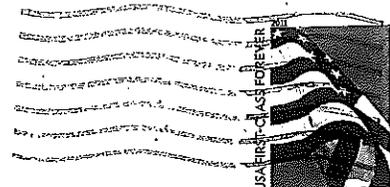
**Dexter Area Historical Society & Museum**

3443 Inverness Street

Dexter, Michigan 48130

Membership expiry date is located on your mailing label.

Our new website is: [dextermuseum.org](http://dextermuseum.org)



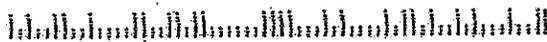
Postmaster,  
please send to:



Village of Dexter  
8140 Main St  
Dexter MI 48130

Org

48130\$1.092 C002



**Dexter Area Historical Society & Museum** 3443 Inverness Street Dexter, Michigan 48130

**Please check type of Membership:**

(  New or  Renewal ? )

Student \$1.50

Individual \$10

Family \$15

Business \$25

Patron \$50 and up

Life \$150

Active

Inactive

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

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

City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Twp: \_\_\_\_\_

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

Date:

I would like to donate: \_\_\_\_\_

for: \_\_\_\_\_

**Please indicate your areas of interest:**

Archives

Artifacts

Board Member

Displays

Docent

Fundraising

Genealogy

Gordon Hall

Membership

Newsletter

Oral History

Photography

Programs

Publicity

Research

Restoration

Writing

Workshops

Other

Please make a check payable to **The Dexter Area Historical Society and Museum** and mail to the address above. A membership card will be sent to new members upon receipt of your dues.

734.426.2519

[dexmuseum@aol.com](mailto:dexmuseum@aol.com)

[www.dextermuseum.org](http://www.dextermuseum.org)

**PLEASE GIVE US YOUR EMAIL ADDRESS,**  
so that we can email your Newsletters and save on  
the high cost of postage. Thanks.

## In this issue:

From The Supervisor's Desk . . . 1  
Treasurer's Talk . . . 2  
Land Preservation . . . . . 2  
Clerk's Corner . . . . . 2  
Business News . . . . . 3  
Local Roads . . . . . 4  
Contacts . . . . . 5

FROM THE SUPERVISOR'S DESK – BY SPAULDING CLARK, SUPERVISOR

## Township Updates

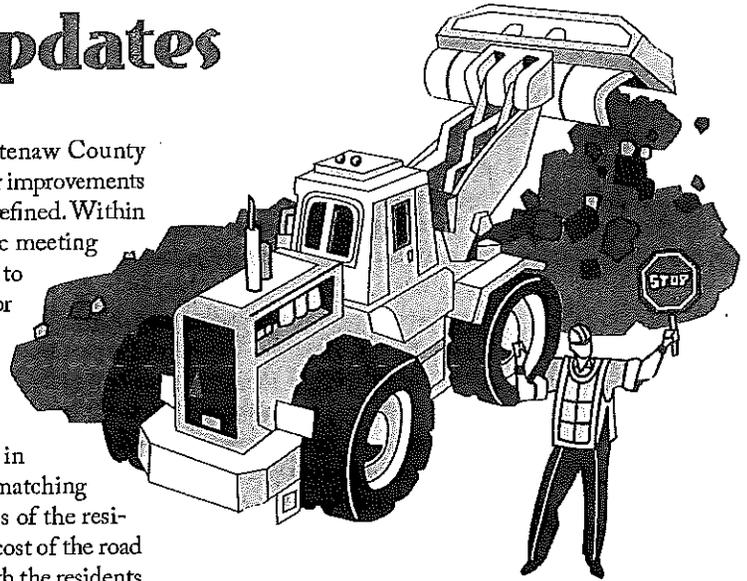
### Local Roads

In the arena of road issues, the Washtenaw County Road Commission's (WCRC) plans for improvements to North Maple Road continue to be refined. Within the past month, the WCRC held a public meeting to discuss its plans for improvements to North Maple Road with Scio and Ann Arbor Townships and our local residents. Some work was done this past fall with regard to improving drainage at the southern end. Scio Township and the other three affected Townships have been willing to participate in the project, and to use part of our/their matching funds on the project, given the willingness of the residents in the area to contribute toward the cost of the road work. The WCRC continues to interact with the residents to accomplish needed repairs in the least intrusive way possible, and to try and address a number of road related issues affecting the homeowners in the area. Hopefully, the WCRC can come up with a plan acceptable to all and can then complete the project this spring.

### Fire Department

On the fire-fighting front, Scio continues to work with the Village of Dexter, Dexter Township and Webster Township on a potential consolidation of fire services into one new entity. While the discussions have been going on for an extended period, the parties continue to grow closer in accomplishing the consolidation.

A proposed agreement for consolidation is being circulated among the four communities, and it is expected that by February the agreement will be placed on the agendas of the participating communities to consider for adoption. Thereafter, if adopted by all of the communities, the details of the consolidation can be addressed. As noted in previous editions of this newsletter, the consolidation is expected to produce improved service for all of the communities, and in the longer term, cost savings. With adoption of the draft consolidation agreement, the entity will receive its new name and a new Fire Chief will be hired to guide the process of consolidation. Were the proposed consolidation not accepted,



the Township will retain its independent fire department and will concentrate on reviewing our own operations as a standalone entity.

### Website modifications

In our effort to improve communications by providing a more attractive and informative Township website, we continue to work with two local professionals, Annie Wolock and Dan Romanchik, to completely revise the Township's website. The goal is to provide a more easily updated, attractive and user friendly website, and all of us working on the project have been encouraged to see the outlines of the final version. Stay tuned, it won't be much longer.

### Land Preservation

Finally, the Township Board has determined it would be appropriate and in the best interests of the Township to place a renewal of the land preservation millage on the ballot in the November 2012 election. The final ballot language has yet to be determined, but the Board believes that the Township's land preservation effort has been very successful and to maintain this program into the future, it should continue to be financed and implemented beyond the upcoming termination date of the current millage. Hopefully, our citizens will agree.



## A Reminder

The 2011 property taxes are due by February 14, 2012. Any payments received after that date will have a 3% delinquent fee added until they are turned over to the Washtenaw County Treasurer. On March 1, 2012, the delinquent fee

changes to 4%.

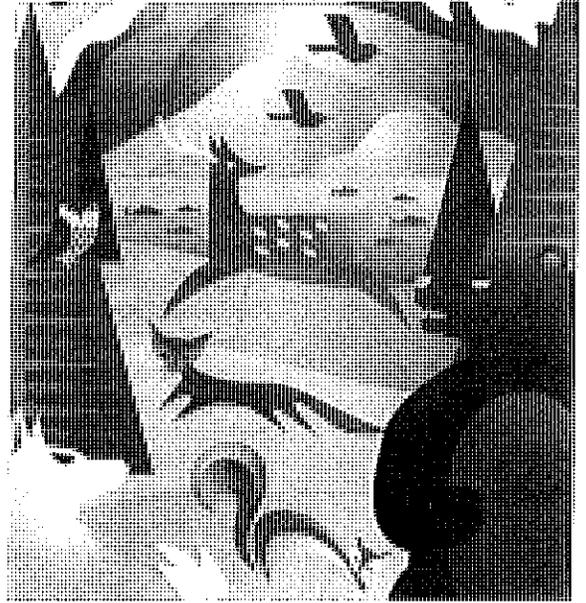
Please allow 4-5 business days for processing when mailing your payment. Thank you.

BY IRWIN MARTIN, CHAIR, LPC

## Land Preservation Update

### LPC News

We are currently in the process of finalizing the protection of two additional properties in the township. We hope to have more information on these exciting properties in the next newsletter. Additionally, the Board of Trustees has agreed to ask Scio residents to renew the Land Preservation millage. The millage - originally approved in 2004 for 10 years and due to expire at the end of 2013 - will be on ballot for a 10-year renewal this November. Given the many successes in land preservation the millage has generated since its passage, the LPC is excited the Board of Trustees has agreed to seek its renewal. There be much more on the millage renewal in future issues!



Renew the  
Land  
Preservation  
millage.

CLERK'S CORNER BY NANCY HEDBERG, CLERK

## Presidential Primary on february 28

We will be starting the year out with a Presidential Primary on February 28th and while that may seem far off to you as you receive this newsletter, you can rest assured that we at the Township offices have been working on it since before the New Year started! You can plan to vote at your regular polling place in February, August, and November. It is easy to find the information by checking the Secretary of State's "Voter Information Center". The State's website address is: <https://webapps.sos.state.mi.us/mivote/>. The information is on the Township's website as well.

application: be sure to read the application thoroughly and fill out every applicable blank. For the Presidential Primary you **MUST** check which party ballot you are applying for. Please note that there are two places for your signature on the application. One attests to the reason for your request, the other is the application to vote. If anything is missing, we will need to call you to come in to complete the missing information, and it is hard to find unlisted phone numbers in the phone book.

### Don't forget to register

January 30, 2012 will be the last day to register to vote in the Presidential Primary. If you have a change of address please be sure to update your information with the Secretary of State's office, or here at the Township offices as soon as possible. You only have to register once (unless you move) and you can check your registration status by going to: <https://webapps.sos.state.mi.us/mivote/> Address changes must be made within 6 months of your permanent move.

Are you a 'Snowbird'? Every spring I have a number of applications returned because voters on the Permanent Absentee Voter list have headed south and forgotten to tell me know. If you plan to be gone, please call the Township offices to tell me where it should be sent. I will be mailing Presidential Primary Election AV applications in early January.

Here's another pointer when filling out your Absent Voter

Register  
to  
VOTE!



# Scio Business News

**Medical devices  
is one of  
Scio's  
success stories.**

Have you ever told someone that Scio Township is just a rural bedroom community or that Jackson Blvd. is a highway with auto and banking strip malls along side – that empty space between Ann Arbor and Dexter? Well, such an image of Scio couldn't be farther from the truth. Scio has five business parks and more than 800 businesses. Some are major international firms. Scio's active business community is one of the best kept secrets in area! EDAC has identified several business "clusters" in the Township – groups of businesses with similar interests and programs. Medical devices is one of Scio's success stories. This cluster is anchored by a thriving manufacturing firm with international reach – Terumo Cardiovascular Systems. Terumo has grown significantly in recent years and is still on a growth spurt. Surrounding this company are several smaller companies with similar interests; and it is not by chance that they are here.

### MC3

MC3 is one of Scio's "senior" start-ups. This company, located at 3550 West Liberty, plays a key role in attracting others to Scio. MC3 was founded in 1991 by Scott Merz. Early on the company focused on the design of specialty medical devices, bringing research and development expertise to scientists with ideas. MC3 helps these scientists move their concepts into commercial production, by guiding them to grants and funding, building and testing devices, and identifying potential partners for production. Recently, MC3 expanded their own production capacity and the company along with it. There are now 17 employees at MC3 and the company expects to expand.

Scott Merz, an Easterner originally from Allentown, PA, is MC3's CEO. He came to U-M for his Ph.D.

in Bio-Engineering and started his business while still a student. Under Scott's leadership, MC3 has become a business accelerator for others with new concepts who need help taking them to market. Scott provides guidance in business matters as well as with issues relating to research and development.

### MC3 encourages related businesses

Who knew? Scio has its own business hatchery! New start-up companies share space with MC3 until they are strong enough to move out to their own location. One of the larger success stories for MC3 is Accuri Cytometers which started out in the MC3 space. It was recently sold to Becton Dickenson for a tidy sum, but the company remains in Scio as a branch of its new parent. Other companies encouraged to move to Scio include Tangent Medical, which makes special devices for vascular IVs, and Histosonics, which makes ultrasound surgical instruments. Scott says that he would like to see three or four start-ups in the MC3 space at all times; he sees this as part of his company's service to the community.

### Scio has many amenities

What does Scott like about Scio as a place to locate his business? Most important to him is the fact that Scio is accessible – to everything his company needs. It is close to Jackson Rd., to I-94 and M14. Getting to the University hospital is a breeze. There is no traffic congestion. Compared to alternative locations in the Ann Arbor area, Scio has it hands down – other locations are more expensive as well as congested. Scott is also pleased by the proximity to various services in the Township – restaurants, hardware stores, filling stations. He enjoys having a larger "anchor" company close by along with other medical devices companies, to exchange ideas, mutual support and staff.

Kudos to MC3 and Scott Merz! Scio Township is lucky to have such a vibrant star in its business constellation.



Scott Merz

## Sasha's Child Care

Small in home child care



Play based learning

State licensed, CPR/First aid Certified

More than eight years experience

Located in Dexter Crossing

Call Sasha Daugherty 734-253-2101

## Local Road Projects for 2012

### Do Your Roads Need Help?

If so, you are invited to attend the Local Roads Advisory Committee meeting on the second Wednesday of the month at 3:00 in Township Hall. Alternately, you could contact Lew Kidder, chair of the Township's Local Roads Committee, for more information [lew.kidder@comcast.net](mailto:lew.kidder@comcast.net)

Two significant road projects are working their way towards construction later this year. One involves the paving of a heavily-used section of Park Road, while the other would result in significant repairs to 4.3 miles of paved streets in the Polo Fields. Each will be funded in large part by special assessment districts proposed by property owners in those neighborhoods.

#### Paving Park Road

The portion of Park Road in question lies just east of Zeeb Road and stretches some 1100 feet from Scio Town Center Drive on the west to the westerly entrance of Birkdale Drive. This 0.2 mile stretch provides the sole means of access for two small neighborhoods (Hunter's Crossing & The Woods of Park Road) and one significant business (Annie's Child Care Center). Additionally, it serves as an important feeder to the northern portion of the Polo Fields development. The road sees a high rate of traffic – often over 1,000 vehicle trips each day – and the gravel surface deteriorates rapidly under that level of use. The cost of the Park Road project has been estimated by road commission engineers to be somewhere between \$170,000 and \$200,000.

#### Two SADs will be required

A significant share of project funding will be produced by two separate special assessment districts (SADs). The west 900' will get much of its funding from Park Road SAD#1, which is being created by 31 property owners: 20 in Hunter's Crossing, 10 in The Woods of Park Road, plus Annie's Child Care Center. It is estimated the total price for each of these owners will be around \$3,500. Once the project is finalized, there will be a 30-day window in which an individual owner can decide either to pay the total assessment in a lump sum or elect to amortize it over a 10-year period. If the latter, the annual payment will be added to the December tax bill and include interest. In 2011, the interest rate in a similar SAD was just under 4.0%.

The east 200' of the Park Road project will be funded by Park Road SAD#2. This district includes 41 total homes, 39 of which front on Birkdale Drive and Burswood Court in the northwestern portion of the Polo Fields development. It is estimated that each owner in this district will be assessed between \$750 and \$900 for his/her total share of project costs.

The two SADs were initiated by petitions circulated by the owners in that particular district and were submitted in December of 2011. Once road commission engineers have developed a comprehensive design, there will be a public hearing at the township to discuss and evaluate the project. And though the hearing has not yet been scheduled, a date in early to mid-April seems likely. Written notice will be mailed to all affected property owners, posted on the township website, and published in the Dexter Leader.

#### The Polo Fields Project

The development widely known as the "Polo Fields" actually

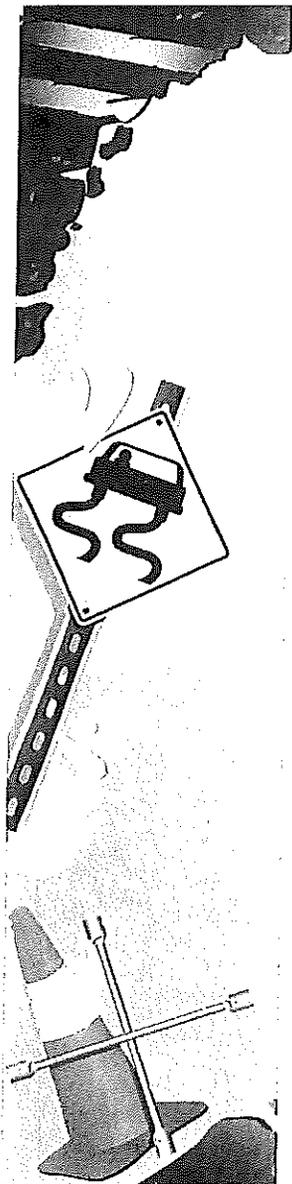
consists of five separate phases. The first two – Saginaw Greens North and Saginaw Greens East – began in the late 1980's, while two others – Fairway Park and the Preserves at the Polo Fields – followed a decade or so later. The fifth (The Gallery at the Polo Fields) is of much more recent vintage. Given such differences, one would expect the current condition of roads in the development to vary widely. And one would be right. Roads in Saginaw Greens North (Birkdale, Glenmoore, Gullane, Lytham, and the five small "courts") and Saginaw Greens East (Dornoch, Eltham) are in the worst shape. These roads have developed major problems and will require a substantial rebuilding effort, including grinding up the current pavement with a very large "rototiller", reshaping and compacting the crown, and then applying 3" of new asphalt in two courses. A similar protocol is necessary for the two major entrances to the development: Polo Fields Drive from Zeeb to Glenmoore, and Dornoch Drive from Liberty to Polo Fields Drive. With minor exceptions, however, the balance of the roads in the development are still in reasonable condition – and if steps are taken now to preserve and protect these roads, the owners will be able to guard against much greater expenditures in the future.

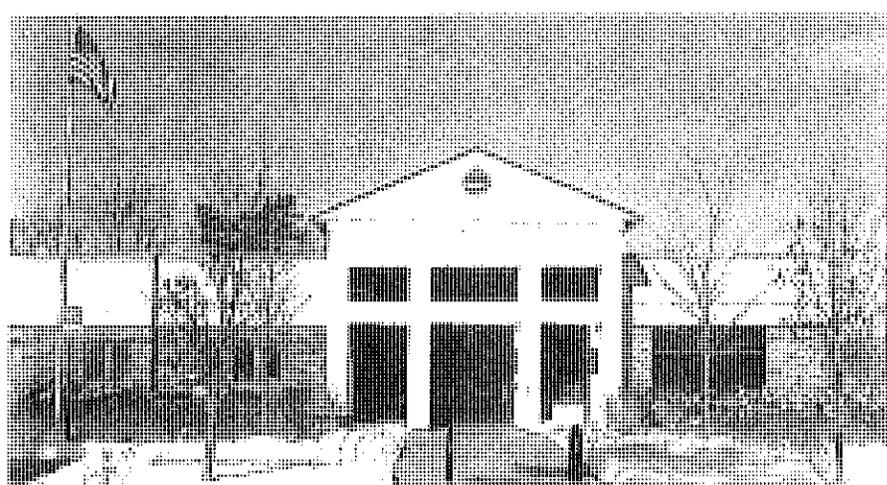
#### Multiple SADs required

For the better part of two years now, the board of the Polo Fields home owners association has been studying a range of issues presented by their roads. Helped by a number of owners within the development, they held several public meetings and considered a wide variety of options. Late last fall, they settled on a basic set of plans and initiated a petition drive for two separate SADs.

Polo Fields SAD#1 will cover the rebuilding of roads in Saginaw Greens North and Saginaw Greens East, and is estimated to cost \$3,500 or so for each homeowner in those areas. Polo Fields SAD#2 will deal with the roads in the newer parts of the development (Fairway Park and the Preserves), rebuilding in the few spots where necessary and applying an overlay to the balance. The cost to owners in the latter SAD is estimated at \$2,500 each. Work on the two main entrances will be shared equally among all owners in the two districts. And as true with the Park Road project, owners will have the opportunity to pay in one lump sum – thus eliminating interest – or spread payments out over a ten-year period.

At the date of this article, the petition drive for the two Polo Field SADs was nearing completion. The statute being used requires at least 51% of the owners – by frontage – to sign the petition. Polo Fields SAD#1 had already reached 58% in "yes" signatures and #2 was getting very close to the required standard. Once those petitions are submitted, a public hearing will be scheduled – likely in late March or early April. Written notice will be mailed to all affected property owners, posted on the township website, and published in the Dexter Leader.





**The Scio  
Township  
Community  
Report**

Is published quarterly by  
the Scio Township Board  
of Trustees for the resi-  
dents of Scio Township.

Editor  
David Read

Graphic Design  
Julie Tanguay

Photographer  
David Read

**Scio Township Information**

Scio Township Hall  
827 North Zeeb Road  
Ann Arbor, MI 48103  
(734) 369-9400; [info@twp.scio.mi.us](mailto:info@twp.scio.mi.us)  
visit us at: [www.twp.scio.mi.us](http://www.twp.scio.mi.us)

**Township Office Hours**  
Monday to Friday 9 a.m. – 5 p.m.

**Utility Department Hours:**  
Monday – Friday 8 a.m. – 4 p.m.  
Utilities emergency: . . . . . (734) 651-4770  
Utilities Administration: . . . . . (734) 369-9350

**Township Board of Trustees**

Spaulding Clark, Supervisor  
Nancy Hedberg, Clerk  
Donna Palmer, Treasurer  
Richard DeLong, Trustee  
Christine Green, Trustee  
Jack Knowles, Trustee  
David Read, Trustee

Board meetings are held on the second and fourth Tuesdays of the month at 7:00 p.m. in the Township Hall. E-mail sent to [townshipboard@twp.scio.mi.us](mailto:townshipboard@twp.scio.mi.us) will be forwarded to all members of the township board.

**Scio Township Department Heads**

Carl Ferch, Fire Chief  
Scott Martin – Utilities Director  
James Merte – Assessing

**Other Phone Numbers**

Emergencies . . . . . 911  
Fire Department Administration . . . . . (734) 665-6001  
Sheriff's Department,  
Zeeb Road Sub-Station . . . . . (734) 994-8105  
County Building Inspection Services . . . (734) 222-3900

**Sign-up for Electronic Delivery!**

Help us save money and resources.

Receive electronic "delivery" of this newsletter. Go to our website: <http://www.twp.scio.mi.us/> and click on "Newsletter Electronic Delivery". Remember to use your Mail Code (Example: SMIT1234MAINST), which can be found on this newsletter's label.

# Get involved in your community

**Washtenaw County Information:**

[www.ewashtenaw.org](http://www.ewashtenaw.org)

**Water Resources Commissioner:**  
(734) 222-6860; [drains@ewashtenaw.org](mailto:drains@ewashtenaw.org)

**County Road Commission**  
(734) 761-1500; [wrc@wcroads.org](mailto:wrc@wcroads.org)

**County Commissioners:**  
District 1 – Rob Turner  
(734) 341-6612; [turner@ewashtenaw.org](mailto:turner@ewashtenaw.org)

District 2 – Dan Smith  
(734) 449-2985; [smithd@ewashtenaw.org](mailto:smithd@ewashtenaw.org)

District 3 – Alicia Ping  
(734) 548-5160; [pingad@ewashtenaw.org](mailto:pingad@ewashtenaw.org)

District 9 – Leah Gunn  
(734) 663-7307; [gunnl@ewashtenaw.org](mailto:gunnl@ewashtenaw.org)

District 10 – Conan Smith  
(734) 662-0268; [smithco@ewashtenaw.org](mailto:smithco@ewashtenaw.org)

**State Information:**

[www.michigan.org](http://www.michigan.org)

**State Representative**  
District 52 – Mark Ouimet  
(517) 373-0828; [markouimet@house.mi.gov](mailto:markouimet@house.mi.gov)

**State Senator:**  
District 18 – Rebekah Warren  
(517) 373-2406; [senwarren@senate.michigan.gov](mailto:senwarren@senate.michigan.gov)

**Governor:**  
Rick Snyder  
(517) 373-3400; [rick.snyder@michigan.gov](mailto:rick.snyder@michigan.gov)

**Federal Information:**

[www.usa.gov](http://www.usa.gov)

**U.S. Representatives:**  
District 7 – Tim Walberg  
(202) 225-6276; e-mail via [www.walberg.house.gov](http://www.walberg.house.gov)

District 15 – John Dingell  
(202) 225-4071; [www.house.gov/dingell](http://www.house.gov/dingell)

**U.S. Senators:**  
Debbie Stabenow  
(202) 224-4822; [senator@stabenow.senate.gov](mailto:senator@stabenow.senate.gov)

Carl Levin  
(202) 224-6221; e-mail via [www.levin.senate.gov](http://www.levin.senate.gov)

**President of the United States:**  
Barack H. Obama  
(202) 456-1111; [president@whitehouse.gov](mailto:president@whitehouse.gov)



Scio Township Hall  
827 North Zeeb Road  
Ann Arbor, MI 48103

Postmaster: leave with current resident

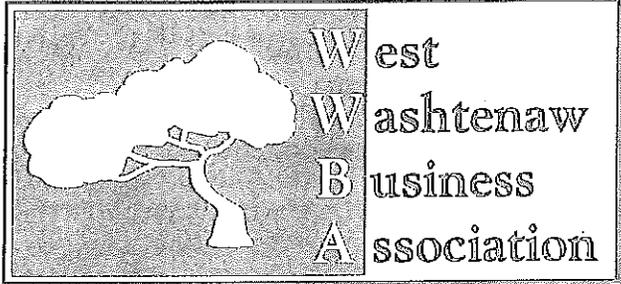
PRE SORTED STD  
US POSTAGE  
PAID  
PERMIT NO 308  
ANN ARBOR, MI



\*\*\*\*\*ECRWSH\*\*C002

VILL8140MAINST  
VILLAGE OF DEXTER  
OR CURRENT RESIDENT  
8140 MAIN ST  
DEXTER MI 48130-1044

Promoting Commerce and Community on the Boulevards



www.wwba.biz 734-668-1482

## TRB Painting

Prompt, Professional Service  
for all your residential  
& commercial needs



We specialize in:

- Interior and Exterior Painting
- Faux Finishing
- Wallpaper Removal
- Expert Drywall Repair
- Finish Carpentry and Repairs
- Ceramic Tile Installation
- Power Washing & Deck Staining

Licensed and Insured

Call today for your free estimate:

734.761.5090 | 734.846.2900  
www.trbpainting.com



**Susan Cobb-Starrett, CLU**  
State Farm Insurance  
Agent

(734) 741-1237 Work  
(734) 741-8677 Fax  
susan@susanstarrett.net  
25 Jackson Industrial Dr. Ste. 200  
Ann Arbor, MI 48103  
www.susanstarrett.com

## Acclaim

DISTINCTIVE RENOVATIONS & CUSTOM REMODELING

WWW.ACCLAIMCONSTRUCTION.NET

JAMES@ACCLAIMCONSTRUCTION.NET

734 662-6743 OFFICE

JAMES E. KRUPA 4150 SCIO CHURCH ROAD  
734-216-6699 CELL ANN ARBOR, MI 48103

WWW.FACEBOOK.COM/ACCLAIMCONSTRUCTION



## SUNRISE

Printed & Embroidered  
Apparel

(734) 769-3888

5277 JACKSON RD. ANN ARBOR, MI. 48103  
EAST OF ZEEB RD.

www.sunrisetees.com

• PROMOTIONAL PRODUCTS •  
Mugs, Buttons, Bumper Stickers, Pens, Etc...

## House Calls

for your ailing computer

Get help from Andrew Dixon, your Microsoft Certified Professional and source of affordable onsite PC troubleshooting and repair. Call (734) 668-1788 for a free consultation or visit:

www.personalcomputeradvisor.com

*Personal*  
Computer Advisor

Hands-on help with your home or office PC  
ASD Computing LLC, 5076 Hensley Drive, Ann Arbor, MI 48103



---

## Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: REPORT  
Date: February 22, 2012

---

**Dexter Crossing As-Builts** – OHM has completed the review of the Dexter Crossing as-built documents for both the Victoria Condominium project and the Dexter Crossing Commercial Center. There were a few incomplete items that Blackhawk Development is working to correct and it is anticipated that the as-builts will be approved by OHM within a few weeks.

**Dexter Crossing Victoria Condominium Drive** – Staff has been working with Blackhawk Development on a solution to protect the existing road infrastructure in the development. Staff has given Blackhawk options to consider for bringing the road to an acceptable level of service to the residents, including placing a final course of asphalt on the occupied section of the development or lowering the manholes that are within the center of the roadway. Blackhawk is currently getting quotes on the options and will get back with the Village with their anticipated solution. The Village has requested that Blackhawk present a solution for action this summer.

**Chamber of Commerce** – The Dexter Area Chamber of Commerce has launched a Facebook Page and Twitter Page, Dexter Patch article attached. Please also remember that the Chamber Annual Dinner is Thursday, March 15<sup>th</sup> at the Ann Arbor Country Club. Tickets are \$10 in advance and \$20 at the door. Please let me know if you have any questions.

**Chick-fil-a Leadercast** – The Dexter United Methodist Church is sponsoring a Chick-fil-a Leadercast on May 4, 2012 at the Dexter United Methodist Church on Huron River Drive. The event is titled “Be A Leader Of Leaders”. The event runs from 8 am to 4 pm and tickets are \$55 per person. The event is sponsored in part by the Dexter Area Chamber of Commerce. If anyone is interested in attending please let me know or contact the Chamber.

### Park Updates

**Waterless Restrooms** – Included in the packet is information on waterless restrooms. The PaRC discussed the priority need for restrooms not only in downtown, but in Village parks. The PaRC is very supportive and plans to recommend funding for installation of a double unit for Warrior Creek Park within the upcoming budget year. Staff is checking into the longevity of the units and the maintenance of the units.

**Huron Clinton Metropolitan Authority** – Phase 2 of the Border to Border (B2B) Trail will be under construction starting in August 2012. The trail will be approximately 4.9 miles long and connect to the B2B Trail from the Village to Hudson Mills. It is anticipated that the project will take a few months to complete and be open late fall, early winter 2012.

**Mill Creek Park** – Boardwalk construction should commence the week of February 27<sup>th</sup>. Grading of the rain garden has continued and should also be complete within the next few weeks. The next update meeting is scheduled for March 7, 2012 and which time we anticipate receiving a schedule for completion of the project.

**Subdivision Connector/B2B** – The last update meeting was held February 22, 2012. The contractor has indicated that the trail is safe for public use; however there are still some clean up items that the contractor needs to address. Upon notification from the contractor that gravel has been placed at the trail entrance staff will announce the trail opening through the Village Facebook Page, Village Email Update, Village website, etc.

**Renaming of Warrior Creek Park** – It was requested of the Parks and Recreation Commission (PaRC) that they discuss the potential renaming of Warrior Creek Park. This is not the first time this discussion has occurred, however the PaRC feels as though the time is appropriate to discuss the issue again given the installation of signage and the re-opening of the park. The PaRC requested that staff solicit guidance from Council on how to pursue this discussion and if it was something that the Council would consider. The PaRC discussion included renaming the park to Warrior Park instead of Warrior Creek Park because the park is not on Warrior Creek (on Mill Creek) and changing the name to Mill Creek Park. The PaRC would like Council's feedback on the issue.

**Easter Eggstravaganza** – The 2<sup>nd</sup> Annual Easter Eggstravaganza has been scheduled for Saturday, April 7, 2012 at 10:00 am. Details of the event are being finalized and information will be provided in the upcoming newsletter.

**Ice Rink Update** – Unfortunately we have only gotten about 4 days out of the rink so far this season. Mother Nature has not cooperated and we are nearing the end of the season. Last year the rink was disassembled on March 22<sup>nd</sup>. We will continue to keep the ice rink up and reevaluate the conditions each day. Chances are the rink will come down mid to late March as in the past.

### **Tree Board**

**Arbor Day Celebration-** The Tree Board discussed Arbor Day activities for the 2012 celebration at the February 21<sup>st</sup> meeting. Events this year will include seedling giveaways at the Dexter Library and Dexter Mill on Friday, April 27<sup>th</sup>. Educational information and coloring pages will be created and handed out, Dexter Library story time will focus on the importance of trees, the banner will be placed on Main Street, annual spring planting activities will be coordinated the week of Arbor Day and ribbons and signage will be placed on or near the trees planted by the Village.

**Spring Planting** – The Tree Board moved to focus this year's street tree planting on Dan Hoey Road and Kensington Street. The Tree Management Plan indicates that major thoroughfares should be the priority. Over the last few years the Tree Board has focused on Baker Road, Dexter Ann Arbor Road and Central Street. The Tree Board has also focused on Dan Hoey Road, but feels as though there are gaps remaining. Kensington Street was reconstructed a number of years ago and given the heavily traveled road and areas void of street trees that the most significant impact could be seen by planting street trees along the road.

The Tree Board also reviewed the 2012 Spring Tree Planting order form and selected 5 tree species to be offered to residents as part of the cost share program this year. Species to be offered this year include, Sugar Maple, Ginkgo (Male only), Honeylocust, Japanese Zelkova and Scarlet Oak. It is anticipated that the order form will be included in the upcoming newsletter.

**Tree Planting Bid** – The Tree Board discussed the proposed street tree planting bid and has decided to proceed with a multi-year planting bid. The tree bid will go out to 11 contractors and request street tree planting services for up to 30 trees (15 per year) over the 2012 and 2013 planting seasons. It is anticipated that bids will go out this week and be due March 6<sup>th</sup>. Council approval for the low bidder would be requested at the 12<sup>th</sup> meeting.

Please feel free to contact me prior to the meeting.

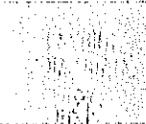
Thank you.

# Dexter United Methodist Church

*Opening hearts - Opening minds - Opening doors*

[Home](#) | 
 [About Us](#) | 
 [Worship](#) | 
 [Calendar](#) | 
 [Missions](#) | 
 [Ministries](#) | 
 [Resource Links](#) | 
 [Church Forms](#)

		<p>The Chick-fil-A Leadercast is a one-day leadership event featuring the world's best leaders speaking about the leadership principles that matter most. Broadcast LIVE by GIANT Impact from Atlanta to hundreds of locations around the world, the Chick-fil-A Leadercast is a catalyst for new ideas and better leadership practices.</p>
<p>05.04.2012</p>		<p>Our focus for this year's event is to help you be the one leader to make a lasting impact in the lives of those you lead. Join us on May 4, 2012, and set your sights on being the one to make all the difference by living out the leadership principles that guide your decisions and your life. For more information, visit <a href="http://www.leadercast.com">www.leadercast.com</a>.</p>
<h2>BE A LEADER OF LEADERS</h2>		
<p>Attend the world's largest one-day leadership event in your community.</p>		

	<p>HEAR LEADERS LIKE:</p>				
<p>05.04.2012</p>		<p>SOLEDAD O'BRIEN</p>	<p>JOHN MAXWELL</p>	<p>TIM TEBOW</p>	

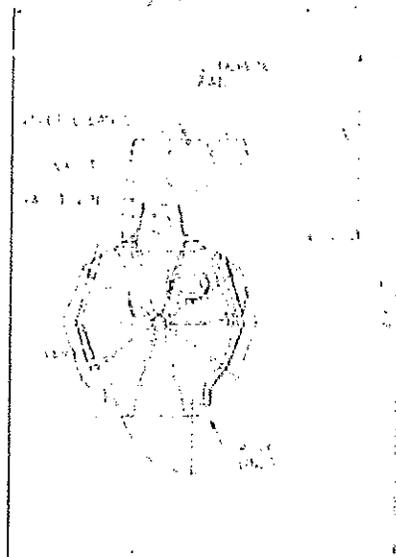
- Registration begins at 8 AM, and the program runs from 9 AM - 4 PM.
- Catered breaks and lunch provided as well as wi-fi access and all conference materials!
- Still the lowest price for the BEST value in all of Michigan!

[Home Page](#) :: 
 [Worship](#) :: 
 [Calendar](#) :: 
 [Sermons](#) :: 
 [Web Resources](#) :: 
 [Contact Us](#)

Copyright 2005-12 © Dexter United Methodist Church - All rights reserved.

# SST® Traditional™ Single Waterless Restroom

This SlideShowPro photo gallery requires the Flash Player plugin and a web browser with JavaScript enabled.



**ROMTEC SST Original**

Romtec 1002, 1003, 1004  
& 1005

[REQUEST A QUOTE](#)

**DESCRIPTION:** Romtec's SST® Traditional Single meets A.D.A. and Sweet Smelling Technology guidelines. This self-contained vault toilet building does not require water, sewer or electric. It includes a 750-gallon underground waste vault and has Romtec's odor-free ventilation system. The building has an attractive gable roof, and you can add the Privacy Partition and All-weather Porch for extra privacy, shelter and shade. Exterior finished is your choice of real cedar siding, not fake precast concrete, or choose our Sandstone stucco option. The restroom interior is spacious; toilet and grab bars are included. The complete prefabricated waterless restroom building arrives ready for easy installation.

**PRICE:** Please see our [Price List](#) for current prices.

## FEATURES:

- Floor plan: 6'-3" (widest point) x 9' exterior; 6' x 7'-3" interior
- 750-gallon impervious underground vault

- Romtec's SST® odor-free waterless restroom design with flow-through ventilation and kick-proof louvered wall vent
- Reinforced concrete foundation and slab – poured in place
- Prefabricated structure with choice of cedar wood siding, stucco finish (choice of colors), log-look siding
- Gable roof with metal or composition roofing, optional tile
- Choice of building additions: Privacy Partition addition (1003) or All-Weather Porch & Privacy Partition addition (1004) or Rustic Log Porch & Privacy Partition (1005)
- Acrylic restroom windows in aluminum frames
- Powder-coated steel door with ADA pull handle & deadbolt
- 18" ADA toilet riser with seat/lid, stainless steel grab bars
- 12" dia. vent pipe, 24" dia. cleanout for pump access
- Options: choice of toilet paper dispensers, hand cleaner, urinal, solar lighting system



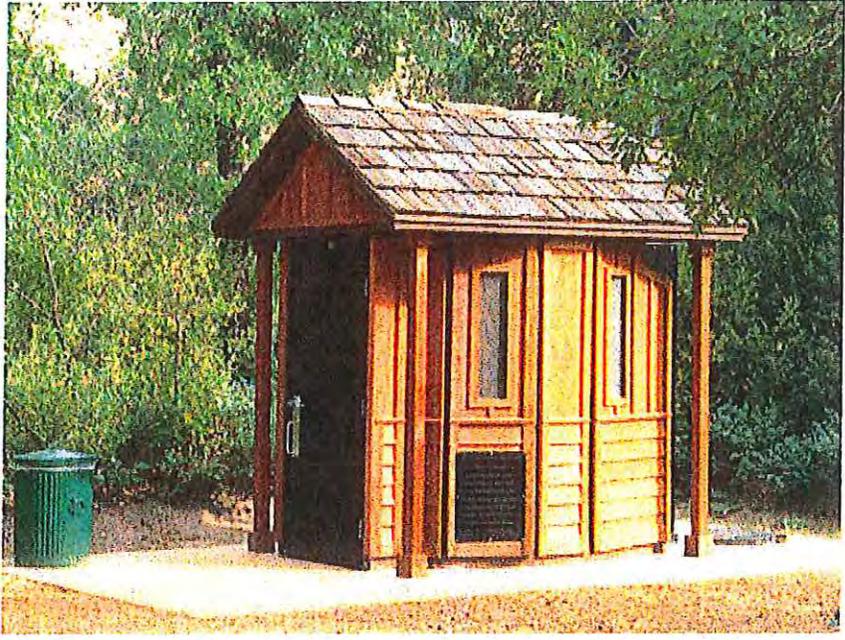
We have contracts with Ohio, Pennsylvania, Texas, New Mexico & California.

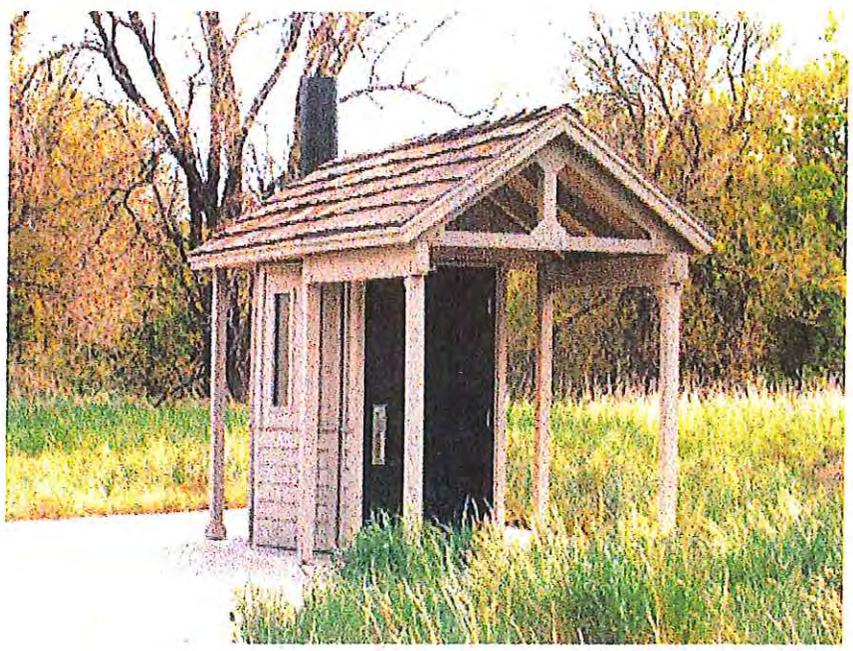
We meet or exceed

Copyright © 2012 · All Rights Reserved

[Contact Romtec](#) · [About](#) · [Accessories/Hardware](#) · [Buildings Near You](#) · [Engineering & Installation](#) · [Media Center](#) · [Newsletter](#) · [Video](#) · [site map](#) · [Blog](#)

u





# WATERLESS RESTROOMS

ONE ROOM ~ No Water or Septic/Sewer Required!

## ONE/SINGLE ROOM WATERLESS RESTROOMS

### Model

Model	Floor Dimensions	Commercial Price
• 1001 SST <sup>®</sup> Original Single Restroom	6'3" x 9'4"	\$11,225.00
• 1002 SST <sup>®</sup> Traditional Single Restroom	6'3" x 9'4"	\$13,056.00
• 1003 SST <sup>®</sup> Traditional Single Restroom w/Privacy Partition	6'3" x 9'4"	\$14,677.00
• 1004 SST <sup>®</sup> Traditional Single Restroom w/All Weather Porch & Privacy Partition	6'3" x 14'10"	\$14,979.00
• 1005 SST <sup>®</sup> Traditional Single Restroom w/Log Post & Beam All Weather Porch & Privacy Part.	6'3" x 14'10"	\$16,862.00

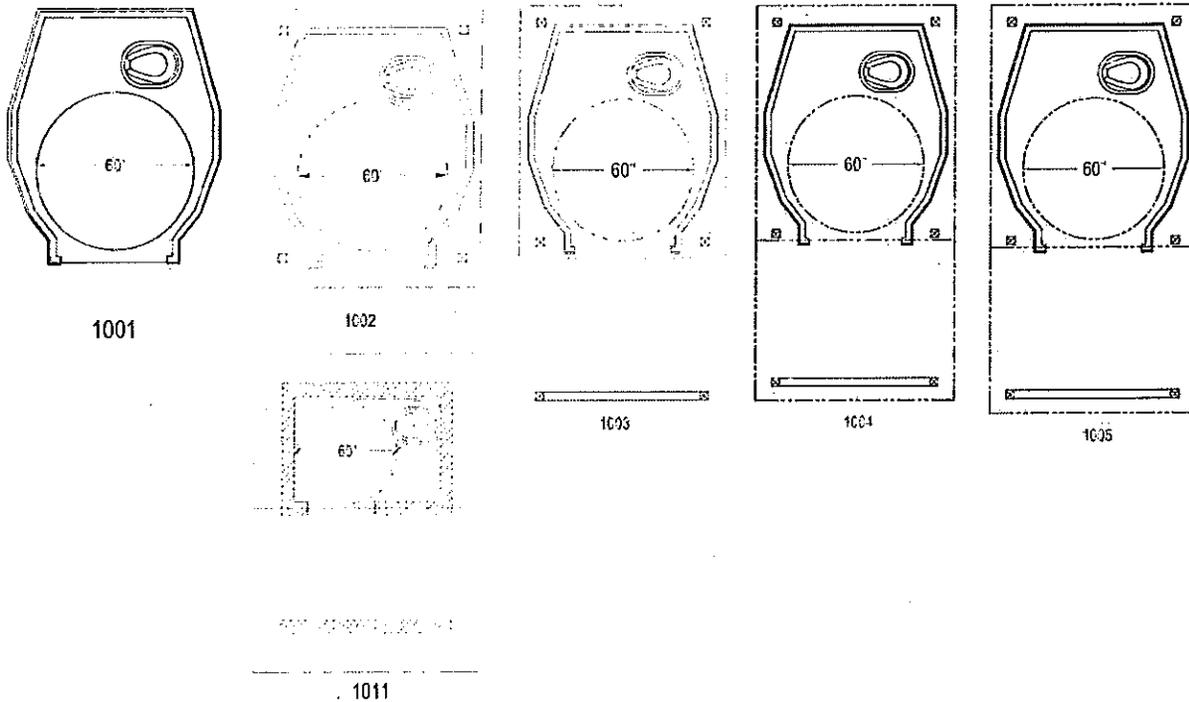
### Upgrades and Deductions

Single Traditional Log-Look Siding Package	\$ 2,859.00
Double Traditional Log-Look Siding Package	\$ 4,025.00
Complete Facility above without 750-gallon vault	\$- 1,421.00
Upgrade Single Facility to 1000-gallon vault (single only)	\$ 1,204.00
Complete Facility above without two 750-gallon vaults	\$- 2,842.00

• 1011 SST <sup>®</sup> Aspen Single Restroom w/Covered Entry - Concrete	12'8" x 8'8"	\$ 16,840.00
• 1011ES SST <sup>®</sup> Aspen Single Restroom w/Covered Entry - Evergreen SIP	12'8" x 8'8"	\$ 20,240.00

### Upgrades and Deductions

Please see list of Upgrades and Deductions available for Model 1011 on page 12.



### SST<sup>®</sup> Original & Traditional • All complete SST<sup>®</sup> Original & Traditional restroom facilities include the following:

Vault(s) ~ 1 or 2 each, 750-gallon polyethylene vaults with cleanout lid and molded adapters for toilet riser, vent pipe and cleanout.

Accessible Toilet Riser(s) ~ 1 or 2 each. 18" high polyethylene riser with pre-installed stainless steel safety bars and heavy-duty seat/lid.

Assembled Building Module(s) ~ Pre-installed door frame, stainless grab bars, lower vent pipe/shroud, exterior siding, Lexan windows.

Door(s) ~ Galv. steel with black powder coat finish and stainless kick plate. plated self-closing hinges, stainless steel pull-pull closure with deadbolt.

Roof ~ Original roof is one-piece polyethylene. Traditional Single roof is one pre-assembled unit. Traditional Double roof is two pre-assembled units that bolt together on-site. Traditional roof includes pressure-treated support posts and anchoring hardware.

Roofing (pre-installed) ~ Choice of cedar shakes, Hi-Rib metal or 3-tab composition shingles. Additional cost for other roofing.

Other ~ 12" upper vent pipe(s), heavy-duty kick-proof wall vent(s), all necessary fasteners & hardware, installation manual and video.

Optional Privacy Partitions & All-Weather Porch ~ Kits include pre-assembled modules, all necessary posts, beams, fasteners and hardware.

**NOT INCLUDED** ~ Romtec SST<sup>®</sup> restroom facilities do not include concrete forms, concrete, steel rebar and wire mesh, installation labor or equipment. See Optional Construction Services for information on construction services available from Romtec.



**VILLAGE OF DEXTER  
PARKS AND RECREATION COMMISSION**

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

---

**MEMORANDUM**

**TO:** Parks and Recreation Commission  
**FROM:** Allison Bishop, AICP, Community Development Manager  
**RE:** Report  
**DATE:** February 17, 2011

---

**Park Development Updates**

I will provide an update at the meeting due to the daily changes in the projects.

Anticipated Schedule –

B2B / Subdivision Connector – open for use between February 22 and February 24, 2012  
HCMA Trail Link – not slated to start construction until August 2012  
Mill Creek Park – completion by August 2012 (tentative)

As discussed the Village will host a Grand Opening Celebration upon the completion of the park projects. It is anticipated that something would be held similar to the Main Street Bridge Project celebration, upon completion of the Mill Creek Park, likely in August or September. A date will be selected upon a more concrete project completion date.

**Geocache Update**

Roger from the South Lyon Trekkers is preparing the Dexter Geocache Trail and has ordered the pathtags for the Village. The Dexter Parks Geocache Trail should be active around April 1<sup>st</sup>. A geocache publicity event will be scheduled for the summer to help people learn the hobby. As a reminder the Dexter geocaching trail is intended to bring a new group of people to Dexter to enjoy the parks and the Village, and in turn create an economic development opportunity.

**Ice Rink Update**

Unfortunately we have only gotten about 4 days out of the rink so far this season. Mother Nature has not cooperated and we are nearing the end of the season. Last year the rink was disassembled on March 22<sup>nd</sup>. We will continue to keep the ice rink up and reevaluate the conditions each day. Chances are the rink will come down mid to late March as in the past.

**CIP**

The Planning Commission approved the CIP on February 6, 2012. The Parks and Recreation worksheets and the project summary sheet are included for your review. I have also included a DRAFT FY12-13 Budget Recommendations list. Annually the PaRC discusses projects for the following year that we recommend to Council for inclusion in the budget. The attached list includes the projects for the PaRC's consideration.

### **Trail Towns Workshop**

On Friday, February 10<sup>th</sup> I attended a Trail Towns Workshop. The Trail Towns concept is a guide to capturing trail based tourism and promoting towns and businesses through the trails within a community. The power point presentation is attached. Over the next few months we can begin to discuss how the Village can embrace the Trail Towns concept given the number of trails coming online in Dexter over the next year. I would also like to start discussing elements of promotional materials that we have funding budgeted for. The goal is to have promotional materials available when the park opens, likely at the end of the summer and to begin circulating at community events.

### **Eagle Scout Project**

I have been working with an Eagle Scout on a potential project for the summer. The scout would like to construct a shade shelter at the Community Park basketball court. This is a project that we have discussed although have not made a priority.

### **Waterless Restroom Information**

Periodically the PaRC has discussed the need for bathrooms in downtown and for the parks. I have received the included information from Huron Clinton Metropolitan Authority (HCMA). The costs of the bathrooms range from \$11,000 - \$30,000 installed. The information will be added to the CIP Project #02-4.0-2012 (included) for consideration at a later date.

### **Dexter Garden Club**

The Dexter Garden Club has met with me to discuss the possibility of an "Adopt a Bed" type program. The Garden Club is most interested in Mill Creek Park, however is willing to volunteer to assist the Village with beautification in other ways as well. Staff is working with the Village Manager to find ways in which we can use the volunteers to assist with the park and downtown beautification efforts.

### **Parks Volunteer Plan**

No progress has been made on the plan. I am meeting again next week with the Village's Risk Manager to discuss some outstanding issues and I will plan to provide updates by the next meeting.

### **Washtenaw County Parks Kiosk**

Washtenaw County Parks has requested permission to install a kiosk within Warrior Creek Park at the location of the current Warrior Creek sign. The kiosk will be used to place items of information such as Border to Border (B2B) Trail maps, County interpretative events, maps, welcome information, and Dexter Village information as we require. Does the PaRC have any comments or suggestions about the installation of the sign and/or proposed location of the sign?

**Easter Eggstravaganza** – We need to select a date for the Easter Eggstravaganza and discuss some of the details:

Anticipated Event Budget - \$500

Select Date - Saturday, March 31<sup>st</sup> or Saturday, April 7<sup>th</sup>.

Time – 10 am

Parking – I have checked with LaFontaine to see about potential parking options given the large number of participants last year. Matt LaFontaine has agreed to coordinate something with the Village upon selecting a date.

Bunny – Jack Melangton (Dexter Rotary and Dexter Chamber) has volunteered again to be our Easter Bunny.

Egg Order – I plan to order an additional 3000 eggs due to the large number of participants last year. I planned to order some pre filled and empty eggs.

Publicity – Facebook, Dexter Leader, Dexter Patch, annarbor.com, Dexter Library, Dexter Chamber, Email Update, website, Dexter Schools and Local Day Cares - other suggestions?

Bunnies on Display –Great Lakes Rabbit Sanctuary and Midwest Rabbit Rescue were contacted and they are not available to participate again this year. I have gotten a commitment from a local 4-H member to provide 4 bunnies at the event as part of her community service requirement.

Face Painting – This part of the event was not that well utilized, do we want to do again?

Photo Opps – Staff is working with HCMA to reproduce the bunny photo stand and eggs, otherwise we will borrow the supplies again.

Other Decorations – Staff plans to order some decorations and will bring examples to the meeting for support.

Egg Stuffing – We will be stuffing more eggs this year given the success and speed at which we were able to accomplish this task last year. Please plan for the egg stuffing gathering at the March 20<sup>th</sup> PaRC's meeting.

Donations – Stucchi's (Jim Seta) has offered to work with the Village to stuff eggs and offer coupons to participants. I will also work with Lazer Planet who participated last year.

### **5 Healthy Towns Grant**

The Village and Washtenaw County Parks were awarded a total of \$10,000 to install playground equipment in Warrior Creek Park. We postponed installation of the equipment given the time of year and the need for volunteers to install the equipment. The equipment must be purchased by the end of March. Attached is the type of play equipment that we had originally considered, however after further consideration staff is recommending that the PaRC review the boulder climbing stone included in the packet. Staff is requesting that the PaRC consider the boulder because we have considered a boulder in the past and staff is concerned with over occupying the park with additional traditional types of play equipment. A copy of the plan for Warrior Creek Park is included for your perspective as well. Please be prepared to discuss the type of equipment we will purchase and install for the spring.

### **Dog Park**

It has been recommended by a commissioner that the PaRC discuss the possibility of a dog park. Some information from the Washtenaw County Dog Parks has been provided for your reference as well as info on other dog parks in the area.

### **Renaming Warrior Creek Park**

In the past there has been consideration given to changing the name of Warrior Creek Park to Mill Creek Park. It has been suggested again that the Commission consider discussing this item. As a reminder the Village held a contest with the schools decades ago and the name Warrior Creek Park won.

### **Dexter Daze Participation**

I have been in contact with the Dexter Daze Planning Committee about possibly participating in the Dexter Daze festivities. The Dexter Daze Committee is not prepared to expand Dexter Daze down Jeffords Street therefore if the PaRC's is interested in extending the street event, hosting crafters or entertainment please be prepared to discuss at the meeting. Many different ideas have been considered the PaRC just needs to determine the level of involvement that we would like to pursue to highlight the park/parks.

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

Thank you.



## VILLAGE OF DEXTER - TREE BOARD

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

---

### Memorandum

To: Tree Board  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: Report  
Date: February 17, 2012

---

#### **2012 Spring Planting Order Form –**

Included in the packet is the DRAFT 2012 Tree Order Form that will be included in the February/March 2012 Village newsletter. Please review and consider the tree species we would like to offer to residents for 2012.

#### **2012 Spring Planting Locations –**

Please consider areas around the Village in which we would focus street tree planting efforts for 2012. Areas that have been discussed or considered include Kensington Street, Fifth Street, Third Street at Edison, etc. The Rotary Club is also working to select locations in the Village as well and we will coordinate our efforts.

#### **2012 Arbor Day Planning –**

Included is the planning worksheet for the Arbor Day Celebration last year. I have already been in contact with the Dexter Library about coordinating our educational efforts again and they are interested in working together and assisting in the publication of any activities.

#### **Dexter Ann Arbor Road New Planting Pruning –**

The trees planted along Dexter Ann Arbor Road are in need of early pruning. Please discuss if we want to prune together as the Tree Board or if this activity could be completed by a subcommittee.

#### **Draft Bid –**

Included is a bid document that we have used in the past to solicit bids for tree planting services. This year I am proposing a 2 year contract if bidders are willing to hold their pricing for a 2 year period. I have also included the 2011 bid results list for your reference. Please let me know if there are any additional comments on the specifications. My intent would be to release the bid following the Tree Boards review and have bid due March 7, 2012.

Please feel free to contact me prior to the meeting with questions.  
Thank you.





## Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: Washtenaw County Kiosk  
Recommendation from Parks and Recreation Commission  
Date: February 21, 2012

---

On February 21, 2012 the Parks and Recreation Commission discussed the installation and location of a Washtenaw County Parks kiosk within Warrior Creek Park.

As part of the Washtenaw County Park Border to Border (B2B) Trail through Warrior Creek Park, Washtenaw County Parks has offered to install a kiosk at the Border to Border Trailhead. The kiosk would be installed and maintained by Washtenaw County and contain items of information such as Border to Border (B2B) Trail maps, County interpretative events, maps, and welcome information. Space on the kiosk would also be available for Dexter Village information, including maps, downtown information, parks information, etc., as we require.

The kiosk would replace the signage currently in the park and shown in the attached photograph. The kiosk would be a standard County Parks kiosk such as the example in the attached photograph.

The Parks and Recreation Commission was supportive of the kiosk installation, however would like the placement to be on the east side of the trailhead and reduced in size from 24 square feet to 20 square feet.

### **Parks and Recreation Commission Recommendation**

The Village of Dexter Parks and Recreation Commission recommends that the Village Council approve the kiosk as proposed by Washtenaw County Parks for installation in Warrior Creek Park and to replace the existing signage. The Parks and Recreation Commission recommends that the signage be placed on the east side of the trailhead at that the size of the kiosk be reduced from 24 square feet to 20 square feet.

### **Action Requested**

The Village Council is being asked to take action on the request submitted by Washtenaw County Parks to install a standard B2B kiosk within Warrior Creek Park.

Please feel free to contact me prior to the meeting.

Thank you.



### Please read...

**Why is this a Nature Preserve?**  
This land was acquired through Washington County's Natural Area Preservation Program (NAPP). Washington County purchases unique natural areas to ensure their preservation for the benefit of all County residents - present, present and future!

The Washington County Parks and Recreation Commission manages the programs, planning, and caring for lands with several ecological, recreational, and educational benefits.

To learn more visit us online at [washingtoncountyparks.org](http://washingtoncountyparks.org) or call (724) 973-6337

**Help Us Protect this Special Place**  
Please minimize your impact by following these important guidelines:

**Stay on the Trail**  
In parks, forests, wetlands, and other natural areas, please stay on the designated trail.

**Leave What You Find**  
Enjoy, enjoy, and enjoy! Leave the place as you found it.

**Respect Wildlife**  
Some animals and insects have a natural right to be in their homes.

**Leave No Trash**  
Pick up all of your trash, please!

Washington County Bureau of Planning  
Natural Area Preservation Program



**No-Kill Bass Regulation**  
Mast Road Bridge downstream to Delhi Road Bridge  
All Largemouth and Smallmouth Bass must be released immediately  
Quality Bass Fishing Area Since 1989



**Not Allowed!**  
The following activities have negative impacts on the plants and animals of this preserve:

- Bugs
- Beats
- Collecting
- Dumping
- Feeding
- Fire
- Motor Vehicles
- Off-trail
- Off-trail
- Off-trail
- Off-trail
- Off-trail

**Open from Dawn to Dusk**  
Enjoy walking, bird watching, nature study, tennis, country music, and other quiet activities.  
Thank you for visiting!

**Millin' Around in Scio Village**

Can you imagine this quiet preserve filled with the sounds of grain harvest and bells clanging? This was once the site of a millinery that dated from 1817 to 1864. Early settlers built a sawmill to supply lumber for the growing community of Scio Village. Sawmills, a later mill and saw mill, were the heart of the village, operating side by side for nearly 100 years.

Over 100 years later, nature has reclaimed the land. Today we appreciate the Scio River and just as the present, but the millinery is still a part of the village's history.

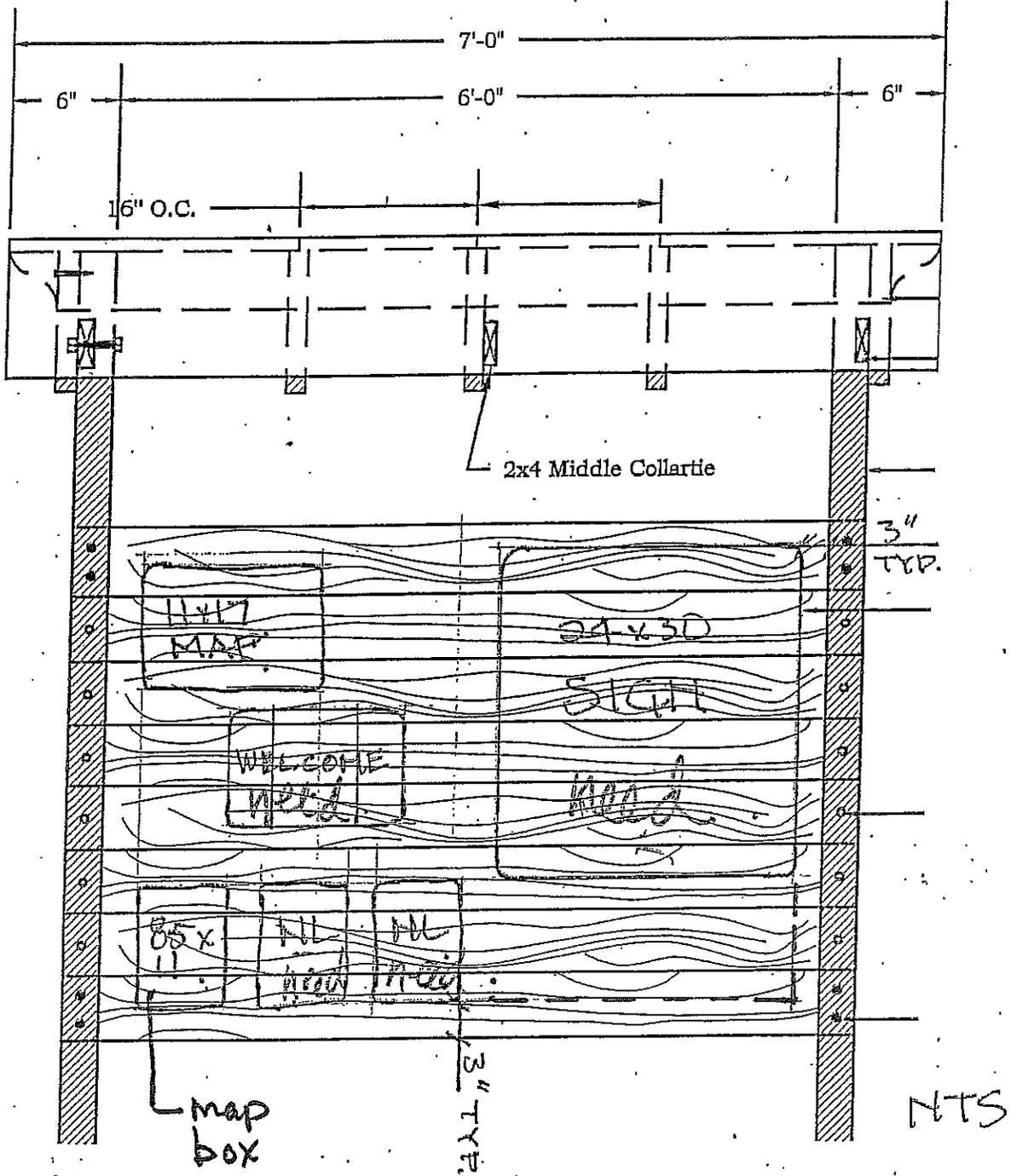
**Scio Village: A Ghost Town Among Us**  
The Scio River flows through the heart of Scio Village, a town that once thrived on the banks of the river. The village was founded in 1817 and grew rapidly in the 1820s and 1830s. It was a center of commerce and industry, with a sawmill, a gristmill, and a distillery. The village was a part of the Scio River community, and its history is a testament to the power of the river and the people who lived along its banks.

**Scio Flouring Mills**  
Over 100 years later, nature has reclaimed the land. Today we appreciate the Scio River and just as the present, but the millinery is still a part of the village's history.

Washtenaw County Parks kiosk

NAPP Kiosks

e.g., Fox Science



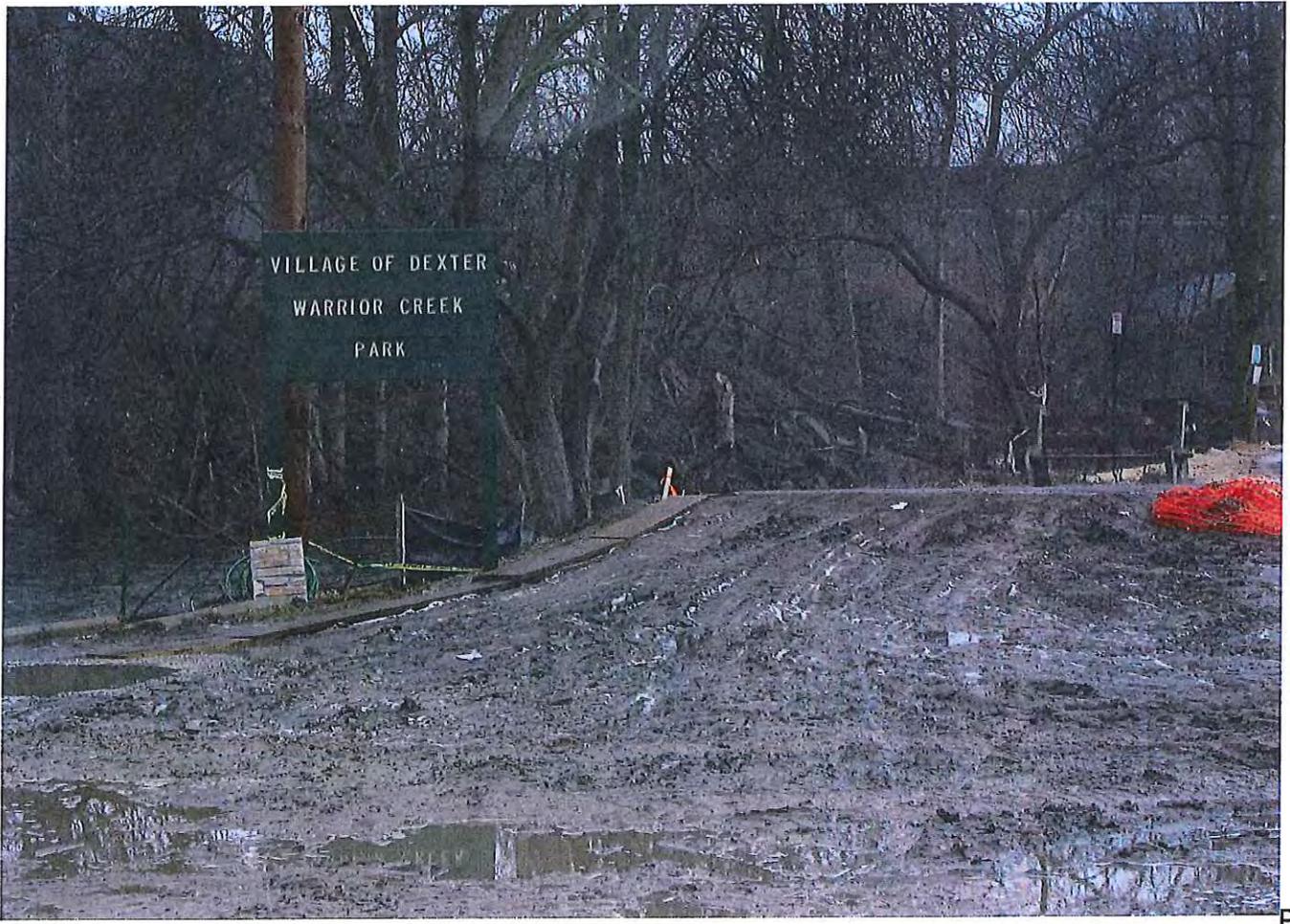
NAPP KIOSKS  
SIGN LAYOUT

Approved

CY [initials] TAF [initials]  
EH [initials]

[initials]







**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

**MEMO**

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

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

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: February 22, 2012**  
**Re: Assistant Village Manager &  
Village Manager Report - Meeting of February 27, 2012**

1. Meeting Review:

- February 8<sup>th</sup> – Alex Garnapudie re: Relay for Life
- February 14<sup>th</sup> – Dexter, Dexter, Webster Police Services Meeting
- February 15<sup>th</sup> – Amy Mangus of SEMCOG re: Stormwater MS4 Audit
- February 15<sup>th</sup> - Website Committee visit with Ciesa in Lansing
- February 16<sup>th</sup> – DDA February Meeting
- February 16<sup>th</sup> – BS&A Onsite Implementation Meeting
- February 21<sup>st</sup> - Five Healthy Communities 5H Meeting

2. Upcoming Meeting Review:

- February 23<sup>rd</sup> – Stormwater Audit Preparation
- February 24<sup>th</sup> – Central Street Bid Open
- March 2<sup>nd</sup> – Main Street Bid Open
- March 8<sup>th</sup> – ASTI Environmental re: 3045 Board Street

3. 5H Update. At the 5H/Dexter Wellness Coalition meeting the group discussed the next healthy community walk in coordination with the opening of the Bridge/Trail in Warrior Creek Park. This will be the second community walk sponsored by the Coalition. Attached are general ideas from the meeting in preparation for the walk. The Coalition did not settle on the final date, but narrowed it down to Saturday, March 24<sup>th</sup> or 31<sup>st</sup> to give them time to prepare and get the word out. Please let me know your preference with either of these days. With Spring Break over the March 31<sup>st</sup> date, it is leaning more toward the 24<sup>th</sup>. Coy Vaughn from the County is hoping to collaborate and work with the date chosen to have the official ribbon cutting ceremony at them same time. Allison and I will be working with the Coalition and the County to help pull off a meaningful event for the entire community.

4. Hydrant repair on Grand Street. An emergency hydrant repair on Grand Street in front of the Old PILOT, which included replacing a hydrant and replacing water main across Grand Street was undertaken on Tuesday, February 21<sup>st</sup>. As a precaution four residents served by the water main were asked to boil water for 48 hours. The Hydrant was used over the weekend by the Fire Department during a training exercise at the PILOT Facility. This is an old hydrant and the stem inside the hydrant broke when the Fire Department attempted to use it. The main attached to the hydrant started leaking when the hydrant was being replace, requiring 40 feet of water main be replaced.

5. Work Session, Saturday March 10<sup>th</sup>. Attached is a draft agenda for the work session planned for Saturday, March 10<sup>th</sup>, 2012.
6. DEQ Notice of Termination. Attached is a letter from the DEQ that terminates the Administrative Consent Order from September 12, 2008. The village was under the ACO to address our wet weather sanitary sewer flows into the Wastewater Treatment Plant. The EQ basin was constructed under this Order and the Basin is successfully addressing peak wet weather flows into the plant.
7. Dexter, Dexter, Webster Police Services Work Group. Sheriff Department working with Liquor Control Commission on inspections. Katie's in Dexter Village and Inverness Club in Dexter Twp were inspected. Lieutenant Filipiak brought us up to speed on the transition plans for the Sergeant position at the Dexter substation. The goal is to rotate these positions in the County for enhance staff development. Our work group will be asked to participate in the selection process.
8. Stormwater MS4 Permit DEQ Audit. The village was notified that our MS4 Permit audit is scheduled for March 14<sup>th</sup> and 15<sup>th</sup>. Kurt Augustine and I met with Amy Mangus of SEMCOG to get an idea of what the audit would entail. Staff has an audit check list that we are working with to prepare for the audit. A copy of the check list is attached.
9. Main and Central Street Project Update. The village will be receiving bids for both projects over the next two weeks. Both projects will be on the March 12, 2012 agenda with bid results. A recommendation to award the Main Street contract will also be on the March 12, 2012 agenda. The construction start date for Main Street is April 16, 2012 and Central Street is June 11, 2012.
10. CIP Document. REMINDER The CIP will be included on the Saturday, March 10, 2012 Work Session agenda for further discussion. It is anticipated that action on the Resolution Accepting the Planning Commission recommendation to adopt the CIP will be on the March 12, 2012 agenda.
11. Engineering Standards. Included in your packet is the complete red-line version of the Engineering Standards, which includes the red-line of the Purpose, Intent and Process Statement as well as all the appendices. A resolution approving the Manual will be presented for adoption at the March 12, 2012 Council meeting.
12. Sludge Hauling. The Village's contract with Synagro for sludge hauling expires on March 31, 2012. Staff is working to determine the best option for the Village moving forward and should have a recommendation for the March 12<sup>th</sup> agenda.

**WORK SESSION**  
**SATURDAY, MARCH 10, 2012**  
**8:00 a.m.**

**THE VILLAGE OF DEXTER**  
**VILLAGE COUNCIL**

**Dexter Senior Center- 7720 Dexter Ann Arbor Road**

1. Goals and Objectives
  - a.) Review the Goals and Objectives Worksheet
  
2. Capital Improvements Plan
  - a.) Review the CIP 3-ring binder
  
3. Review Fund Priorities
  - a.) General Fund
  - b.) Water Fund
  - c.) Sewer Fund
  - d.) Streets Fund
  
4. Central Street Phase 2
  - a.) Review OHM Memo dated 2-7-2012
  - b.) Discuss STU Funding options- Do we prioritize Central Street Phase 2 ahead of Baker Road?
  
5. Next Steps for Superintendent Position

This is a Special Council work session meeting; action will NOT be taken.

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



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LANSING



DAN WYANT  
DIRECTOR

February 15, 2012

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

Dear Ms. Dettling:

SUBJECT: Notice of Termination (NOT), Village of Dexter

The Department of Environmental Quality (DEQ), Water Resources Division (WRD), has reviewed your December 13, 2011, request for termination of the Administrative Consent Order ACO-SW08-11 (ACO) entered into by the DEQ and the Village of Dexter (Village) on September 12, 2008. The DEQ agrees with the Village's request for termination that all of its obligations under the ACO have been met, and thus hereby terminates that agreement in recognition of the resolution of the matters therein.

Be advised that this NOT does not in any way release the Village of Dexter from any of its obligations under Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; MCL 324.301 et seq., for past or future conduct outside the bounds of the terminated ACO.

The DEQ appreciates the effort the Village of Dexter expended in meeting the terms of the ACO and doing its part to protect public health and the environment. Should you have any questions regarding this NOT, please feel free to contact Ms. Deb Snell, Jackson District Office, WRD, at 517-780-7929; [snellid@michigan.gov](mailto:snellid@michigan.gov); or at DEQ, 301 East Louis Glick Hwy, Jackson, Michigan 49201-1556, or you may contact me.

Sincerely,

William Creal, Chief  
Water Resources Division  
517-335-4176

cc: Mr. Jon E. Russell, DEQ  
Ms. Meredith Bohdan, DEQ  
Ms. Deb Snell, DEQ  
Mr. Jeff Surfus, DEQ

# Short

## MS4 Audit Preparation Checklist

The intent of a Municipal Separate Storm Sewer System (MS4) audit is to determine compliance with the National Pollutant Discharge Elimination System (NPDES) and the permittee's Certificate of Coverage (COC). In general, during an audit, DNRE staff will often begin by asking general questions about municipal operations (i.e. what type of infrastructure and/or BMPs the municipality owns or operates, etc.) before focusing on more specific MS4 questions which may include requests to review specific MS4 documentation. In order to help permittees prepare for a MS4 audit, the DNRE has prepared the following preparation checklist.

**Please ensure that copies of the following documents are available and/or accessible at the time of the audit:**

- A copy of the approved Watershed Management Plan(s) (WMP)
- A copy of the approved Public Participation Plan (PPP)
- A copy of the approved Public Education Plan (PEP)
- A copy of the approved Illicit Discharge Elimination Plan (IDEP)
- A copy of the approved Storm Water Pollution Prevention Initiative (SWPPI)  
*Note: The SWPPI should include the Post-construction and Pollution Prevention/Good Housekeeping permit requirements.*
- Copies of any applicable ordinance or other regulator mechanism;
  - A copy of the post-construction ordinance(s) / regulator mechanism(s)
  - A copy of any ordinance(s) / regulator mechanism(s) that gives the permittee the legal authority to investigate, eliminate, and prohibit illicit discharges.
  - Other: \_\_\_\_\_
- Copies of any checklists/worksheets used by the permittee  
*For example: post-construction review checklist, outfall screening checklist / worksheets, etc.*
- Copies of any applicable Standard Operating Procedures (SOP)

**Please ensure that appropriate staff members are available to answer questions related to following MS4 program areas:**

*Note: In order to help facilitate the availability of appropriate staff members, please see the proposed schedule provided in the audit confirmation letter.*

- Personnel responsible for overseeing and/or implementing the PEP program
- Personnel responsible for overseeing and/or implementing the IDEP program  
*For example: DPW field staff, foreman, and/or supervisors, Road Commission staff, Health Department staff, etc.*
- Personnel responsible for overseeing and/or implementing the Post-construction program  
*For example: personnel responsible for reviewing and ensuring compliance with the permittees storm water post-construction control standards, staff/contract engineers, construction site inspector, etc.*
- Personnel responsible for overseeing and/or implementing the Pollution Prevention/Good Housekeeping program  
*For example: DPW field staff, foreman, and/or supervisors, Road Commission staff, etc.*
- Personnel responsible for overseeing and/or implementing any additional aspects of the SWPPI and/or MS4 program

Please ensure that appropriate supporting documentation is available to demonstrate the implementation of activities required in accordance with the MS4 program. Listed below are examples of supporting documentation for some of the permit requirements.

Supporting documentation for WMPs, such as:

- Documentation of the procedures used to determine if WMPs needed revision or revision was not needed

Supporting documentation for the PPPs, such as:

- Documentation of permittee participation in PPPs

Supporting documentation for the PEP, such as:

- Distribution list for the educational material
- Invoices documenting the purchase and/or distribution of educational material
- Copies of sign-in sheets from workshops
- Documentation of the promotion of PEP activities
- Results from pre & post workshop surveys

Supporting documentation for the IDEP, such as:

- Point source screening database,
- Point source screening field notes/worksheets
- Point source screening checklists
- Point source pictures
- Enforcement tracking database and/or files that document the enforcement action taken, the status of correcting the illicit discharge, and any documentation verifying the elimination of the illicit discharge

Supporting documentation for the SWPPI, such as:

- Documentation of compliance with commitments and schedules in SWPPI
- Documentation of review of SWPPI to determine whether revisions are necessary

Supporting documentation for Post-construction, such as:

- Development project files: including copies of site plan reviews, any correspondences between the municipality and the developer, enforcement actions, as-built inspections, etc.
- Copies of Operation and Maintenance agreements
- Enforcement tracking database and/or files that document the enforcement action taken and the corrective action implemented.

Supporting documentation for Pollution Prevention / Good Housekeeping, such as:

- Copies of training records and/or which employees/contractors received training
- Maintenance schedules for storm water structural controls
- Street sweeping, parking lot, and/or catch basin cleaning schedules, contracts, records of the amount waste collected, waste disposal manifests, etc.
- Procedures for the proper disposal of operation and maintenance wastes
- Records of certified fertilizer/pesticide applicators
- Copies of contracts for such P2/GH activities as fertilizer/herbicide/pesticide applications, street sweeping, catch basin cleaning, etc.

Field Visits

During the audit, MDNRE staff may wish to visit a few selected permittee owned facilities such as DPWs, parks, golf courses, waste handling sites, outfalls, or storm water structural controls. Please consider ahead of time some of these facilities for MDRNE staff to visit.

\*\*\* Please note that this checklist is intended for the permittee's use only in order to help prepare for the audit. MDNRE staff does not need to receive the permittee's completed copy of this checklist.



MS4 Compliance Evaluation  
Section I Program Management

Long

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

A. Compliance Evaluation Participants	
Name	Agency

B. Permit Information	
COC No:	Watershed or Jurisdictional?
Expiration Date:	If expired, has re-application been made on time? Y N
Current R97 dye test approval? Y N	Expiration date?

C. Contact Information
Storm Water Program Manager:
Storm Water Billing Contact:
Changed since last application?

D. Plan Review (complete prior to visit)			
Plan	Due Date	Date Submitted	Date Approved
WMP			
SWPPI			
PPP			
PEP			
IDEP			
Annual Report			

Notes:

---



---



---



---



---



---



---



---



---



---

## E. Introductory Interview

### 1. Overview

- a. How is program going overall?
- b. Do you believe the program is effective?
- c. What are your local priorities? Are there any specific threats to water quality that are a particular local concern?
- d. Do you participate in a watershed group or other citizens group?

---

---

---

---

---

---

---

---

### 2. Program Management

- a. What departments are involved in storm water management?
- b. Which department is the lead?
- c. How are inter-department activities coordinated?
- d. Are there problems with program implementation?

---

---

---

---

---

---

---

---

### 3. Community Information

- a. What is the predominant land-use?
- b. Population?

---

---

---

---

---

---

---

---

## F. Facilities & Operations

<b>Buildings &amp; Facilities</b>					
Does the permittee own or operate any of the following types of facilities?					
Police Station(s)	Y	N	Fire Station(s)	Y	N
Library(ies)	Y	N	Cemeteries	Y	N
Waste Disposal	Y	N	Parks	Y	N
• Landfills	Y	N	• Ball Fields	Y	N
• Compost	Y	N	• Pools	Y	N
• Recycling Drop-off	Y	N	• Golf Courses	Y	N
Administrative Buildings	Y	N	Parking Lots/Garages	Y	N
Maintenance Garage(s)	Y	N	Open/Vacant land	Y	N
Storage Yards	Y	N	Airports	Y	N
Nested Schools	Y	N	Bus terminals	Y	N
Roads	Y	N	Other? Describe	Y	N
• Gravel	Y	N			
• Paved	Y	N			
• Bridges	Y	N			

<b>Storm Water Infrastructure &amp; Structural Controls</b>			
Does the permittee own or operate any of the following types of systems/controls?			
Control	Y	N	Approximate Number/Comment
Storm sewers	Y	N	
Ditches	Y	N	
Catch Basins	Y	N	
Oil/Water Separators	Y	N	
Secondary Containment	Y	N	
Wet ponds	Y	N	
Detention/dry ponds	Y	N	
Vaults/tanks	Y	N	
Retention/infiltration basins	Y	N	
Rain Gardens/bioretenion	Y	N	
Porous pavement	Y	N	
Vegetated swales	Y	N	
Filter strips	Y	N	
Constructed wetlands	Y	N	



## WMP Requirements

### General

Who is the main person responsible for overseeing the implementation of your WMP involvement?

What is their contact information?

How long have they worked for the municipality?

How much time is dedicated towards overseeing the WMP revision and implementation?

Are there any other municipal departments that are involved with the municipality's WMP? Which departments?

### Permit Compliance

1. The permittee shall participate in the development and implementation of a WMP.

Documentation?

2. Those people most affected by management decisions should participate in the development of the WMP and shape key decisions. (PPP)

Documentation of community/PPP participation?

3. A person, group, or agency responsible for coordinating the development of the WMP shall be identified.

4. By the date specified in the certificate of coverage, the permittee shall submit the WMP to the Department

5. Procedures for revising the WMP shall be identified.

Documentation?

6. The WMP should be developed based on sound guiding principles

7. The permittee shall use the WMP to develop a SWPPI that specifies the permittee's obligations under the WMP. In order to produce an approvable SWPPI, as a minimum, a WMP shall contain items specified in the permit, including the following:

- o commitments, identified by specific permittee or others as appropriate, to implement actions by specified dates necessary to achieve the short-term measurable objectives;
- o commitments, identified by specific permittee or others as appropriate, to implement actions by specified dates necessary to initiate achievement of the long-term goals; and

The permittee-specific commitments shall be elaborated upon and included in the SWPPI (Part I.B.2.a.) and may include modifications to the previously submitted IDEP and PEP.

**Documentation of implementation of WMP related commitments in SWPPI, IDEP and PEP?**

*Watershed Management is an iterative process of decision making. Therefore, revisions to the WMP are expected from time to time. By the date specified in the certificate of coverage, a revised WMP (or a written determination not to revise the WMP) shall be submitted to the Department for comment.*

**SWPPI Requirements**

**General**

**Who is the main person responsible for overseeing the implementation of your SWPPI?**

**What is their contact information?**

**How long have they worked for the municipality?**

**How much time is dedicated towards overseeing the SWPPI implementation?**

**Are there any other municipal departments that are involved with the municipality's SWPPI implementation? Which departments?**

**Permit Compliance**

By the date specified in the certificate of coverage, the permittee shall submit an approvable SWPPI and implementation schedule to the Department.

The SWPPI shall:  
be designed and implemented to reduce the discharge of pollutants to the maximum extent practicable,

be consistent with the WMP developed under Part I.B.1.,

include those actions expected to be implemented over the term of this permit,

identify methods for determining the effectiveness of the actions to be implemented.

The SWPPI shall be implemented upon approval of the Department.

~~Documentation of compliance with commitments and schedules in SWPPI?~~

The submission of the SWPPI shall, at a minimum, include the following:

The actions required of the permittee in the WMP in accordance with the dates specified, taking into account any specific disagreements to the WMP which were provided by the permittee and included in the appendix to the WMP.

The methods of assessing progress in storm water pollution prevention.

#### **SWPPI Revisions**

Required: By the date specified in the certificate of coverage, a revised SWPPI (incorporating current permit requirements or a written determination, with support, not to revise the SWPPI) shall be submitted to the Department for approval. The revised SWPPI shall be consistent with revisions made to the WMP.

From COC: The permittee shall continue to revise the Watershed Management Plan and Storm Water Pollution Prevention Initiative every two years. The permittee shall submit a revised Storm Water Pollution Prevention Initiative (or written determination not to revise the initiative) (Part I.B.2.b of the permit) by May 1, 2006 and May 1, 2008, May 1, 2010, etc.

~~Documentation of periodic review of SWPPI to determine whether revisions are necessary?~~

Public Education Plan Audit

Who is the main person responsible for overseeing the implementation of you PEP program?

What is their contact information?

How long have they worked for the municipality?

How much time is dedicated towards overseeing the PEP program?

Are there any other municipal departments that are involved with the municipality's PEP? Which departments?

If yes, is there a main contact at the other municipal departments? What is their role?

How are public education actions or efforts coordinated across the municipality's departments?

In your opinion what is working in your PEP and what is not?

Do you think your PEP is effective? Why or why not?

PEP Category #1: Personal Watershed Stewardship

As applicable, describe the public outreach materials used to educate the public regarding personal watershed stewardship:

What delivery/distribution mechanisms were used? (check all that apply along with a the supporting documentation provided)

- Fliers: \_\_\_\_\_
- Brochures: \_\_\_\_\_
- Newsletter Articles: \_\_\_\_\_
- Public Announcements: \_\_\_\_\_
- Website: \_\_\_\_\_
- Mailings: \_\_\_\_\_
- Local cable station: \_\_\_\_\_
- Displays: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

What message(s) was/were addressed? (check all that apply)

- Definition of a watershed
- Education on the specific watershed(s) the public will/can affect
- Purpose for protecting the watershed
- Ways that individuals can affect the watershed through their activities

What was/were the target audience(s)?

- Residents
- Visitors to the area
- Businesses
- Public employees
- Industries
- Construction contractors
- Developers
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Is the municipality complying with the schedules identified in the approved PEP?  Yes  No

If no, why?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PEP Category #2: Ultimate Storm Water Discharge Location And Potential Impacts

As applicable, describe the public outreach materials used to educate the public regarding the ultimate storm water discharge location and potential impacts:

What delivery/distribution mechanisms were used? (check all that apply along with a the supporting documentation provided)

- Fliers: \_\_\_\_\_
- Brochures: \_\_\_\_\_
- Newsletter Articles: \_\_\_\_\_
- Public Announcements: \_\_\_\_\_
- Website: \_\_\_\_\_
- Mailings: \_\_\_\_\_
- Local cable station: \_\_\_\_\_
- Displays: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

What message(s) was/were addressed? (check all that apply)

- Storm drains discharge to water bodies
- Storm water discharged from separate storm sewers systems does not receive treatment prior to discharge
- Impacts of storm water pollutants in the watershed
- Knowledge of separate storm water drainage systems in a person's neighborhood and the water body to which the storm water is discharged

What was/were the target audience(s)?

- Residents
- Visitors to the area
- Businesses
- Public employees
- Industries
- Construction contractors
- Developers
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Is the municipality complying with the schedules identified in the approved PEP?  Yes  No

If no, why?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PEP Category #3: Public Reporting Of Illicit Connections

As applicable, describe the public outreach materials used to educate the public regarding public reporting of illicit connections:

What Delivery/Distribution Mechanisms were used? (check all that apply along with a the supporting documentation provided)

- Fliers: \_\_\_\_\_
- Brochures: \_\_\_\_\_
- Newsletter Articles: \_\_\_\_\_
- Public Announcements: \_\_\_\_\_
- Website: \_\_\_\_\_
- Mailings: \_\_\_\_\_
- Local cable station: \_\_\_\_\_
- Displays: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

What message(s) was/were addressed? (check all that apply)

- Illicit Discharge - what it is and what to look for
- Promotion of illicit discharge reporting system and how to report an illicit discharge
- Water quality impacts associated with illicit discharges and improper waste disposal
- Identification of failing on-site sewage disposal systems - physical symptoms to watch for
- Consequences/penalties associated with illicit discharges and improper waste disposal

What was/were the target audience(s)?

- Residents
- Visitors to the area
- Businesses
- Public employees
- Industries
- Construction contractors
- Developers
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Is the municipality complying with the schedules identified in the approved PEP?  Yes  No

If no, why?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PEP Category #4: Personal Actions That Can Impact The Watershed

As applicable, describe the public outreach materials used to educate the public regarding personal actions that can impact the watershed:

What Delivery/Distribution Mechanisms were used? (check all that apply along with a the supporting documentation provided)

- Fliers: \_\_\_\_\_
- Brochures: \_\_\_\_\_
- Newsletter Articles: \_\_\_\_\_
- Public Announcements: \_\_\_\_\_
- Website: \_\_\_\_\_
- Mailings: \_\_\_\_\_
- Local cable station: \_\_\_\_\_
- Displays: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

What message(s) was/were addressed? (check all that apply)

- Best Management Practices (BMP) for each of the following actions:
  - Car, pavement, and/or power washing (preferred cleaning materials and practices – “phosphate free” is as important as “biodegradable”)
  - Pesticide use, fertilizer use, and their disposal
  - Proper management of grass clippings, leaf litter, and animal wastes
  - Residential de-icer use (recommended for inclusion in the PEP)
  - Native vegetation on residential properties as an alternative to turf grass (recommended for inclusion in the PEP)
- Effects of residential wastes on our water bodies

What was/were the target audience(s)?

- Residents
- Visitors to the area
- Businesses
- Public employees
- Industries
- Construction contractors
- Developers
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Is the municipality complying with the schedules identified in the approved PEP?  Yes  No

If no, why?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PEP Category #5: Waste Management Assistance

As applicable, describe the public outreach materials used to educate the public regarding assistance with waste management:

What Delivery/Distribution Mechanisms were used? (check all that apply along with a the supporting documentation provided)

- Fliers: \_\_\_\_\_
- Brochures: \_\_\_\_\_
- Newsletter Articles: \_\_\_\_\_
- Public Announcements: \_\_\_\_\_
- Website: \_\_\_\_\_
- Mailings: \_\_\_\_\_
- Local cable station: \_\_\_\_\_
- Displays: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

What message(s) was/were addressed? (check all that apply)

- Identification of household hazardous wastes and available alternatives
- Disposal locations, requirements, and availability for household hazardous wastes & other chemicals:
  - Motor vehicle fluids
  - Travel trailer sanitary wastes
  - Recreational boating sanitary wastes (recommended for inclusion in PEP)
- Yard wastes

What was/were the target audience(s)?

- Residents
- Visitors to the area
- Businesses
- Public employees
- Industries
- Construction contractors
- Developers
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Is the municipality complying with the schedules identified in the approved PEP?  Yes  No

If no, why?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PEP Category #6: Management Of Riparian Lands**

As applicable, describe the public outreach materials used to educate the public regarding proper management of riparian lands:

What Delivery/Distribution Mechanisms were used? (check all that apply along with a the supporting documentation provided)

- Fliers: \_\_\_\_\_
- Brochures: \_\_\_\_\_
- Newsletter Articles: \_\_\_\_\_
- Public Announcements: \_\_\_\_\_
- Website: \_\_\_\_\_
- Mailings: \_\_\_\_\_
- Local cable station: \_\_\_\_\_
- Displays: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

What message(s) was/were addressed? (check all that apply)

- Importance of riparian corridors
- BMPs for riparian lands (recommended to include):
  - Protection through use of conservation easements.
  - Lawn maintenance for water quality (including no-mow and no-chemical application zones).
  - Landscaping for water quality
  - Shoreline stabilization techniques
  - Proper septic system maintenance
- Proper management of grass clippings, leaf litter, animal wastes, and other wastes

What was/were the target audience(s)?

- Residents
- Visitors to the area
- Businesses
- Public employees
- Industries
- Construction contractors
- Developers
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

Is the municipality complying with the schedules identified in the approved PEP?  Yes  No

If no, why?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Illicit Discharge Elimination Program**

### **General Questions:**

Who is the main person responsible for overseeing the implementation of your IDEP program?

What is their contact information?

How long have they worked for the municipality?

How much time is dedicated towards overseeing the IDEP program?

Are there any other municipal departments that are involved with the municipality's IDEP? Which departments?

If yes, is there a main contact at the other municipal departments? What is their role?

How are IDEP actions or efforts coordinated across the municipality's departments?

### **Approved IDEP Overview**

Date of approved plan?

Approved version of plan on file in community?

Overview of approved plan

Review of compliance with commitments and schedules in plan

## Permit Compliance Review

**IDEP Requirement 1: A program to find, prioritize and eliminate illicit discharges and illicit connections identified during dry weather screening activities.**

### A. Staff Training

- Training of staff to identify illicit discharges/connections?
  - Date of trainings?
  - Staff trained?
  - What message(s) was/were addressed?
  - Frequency of training?
  - Frequency of refresher training?
- Documentation of training attendance?

### B. IDEP Investigation –Prioritizing Investigative Efforts

Areas for screening prioritized?

Criteria used:

- Land use(s) in watershed
- Waterbody impairment
- Spills/Dumping incidents
- Other:

Documentation of prioritization?

**IDEP Requirement 3.** A method for determining the effectiveness of the illicit discharge elimination activities which shall, at a minimum, result in the inspection of each storm water point source very five years unless the Department approves an alternative schedule (an alternative schedule may focus efforts on urbanized areas and cover other regulated areas less frequently, based on watershed goals). (Watershed Permit MIG619000, Part I.A.3.a.3)

A. Method(s) of determining effectiveness of the IDEP

B. Dry-weather field screening used to detect illicit discharges?

*Required: Routine inspection of point sources, at least once every five years, or other approved alternative schedule that could equally ensure long-term effectiveness*

- a. Written procedure?
- b. Has screening been completed for all DPs within the past 5 years?
  - i. # where follow up was needed?
- c. Frequency and extent of field screening (i.e. 20 percent of major outfalls annually):
- d. Checklist or reporting form utilized?
- e. Dry-weather flows sampled and analyzed?
  - i. Parameters:
- f. Documentation of field screening?
- g. Significant illicit discharges detected? Properly reported?  
*Required: For significant illicit discharges, the permittee shall list the pollutant(s) of concern, the estimated volume and load discharged, and the locations of the discharge into both the permittee's separate storm sewer system and the waters of the state*

C. Dry-weather screening findings tracked? How?

- h. Database used?
- i. Documentation of data tracking:

**B. Method(s) for prioritizing the elimination of Illicit discharges/illicit connections**

**Required**

- 1. Prioritization strategy for illicit connections/discharge elimination?
  - 1. Criteria used?
  - 2. Documentation of prioritization?

2. Based on prioritization strategy, high priority discharges/connections eliminated ASAP?

i. Documentation?

**C. Method(s) for eliminating the illicit discharge/ illicit connection**

**Required:** Establish/confirm legal authority to investigate, eliminate, and prohibit illicit discharges

**Ordinance/Legal Authority**

1. Describe your legal authority to prohibit illicit discharges and illegal dumping to the MS4 (including any exemptions).
  - a. Ordinance which prohibits illicit discharges?
  - b. Ordinance gives investigative authority?
  - c. Ordinance prohibits dumping?
  - d. Exceptions allowed?
  - e. Name and/or code section(s)?
  - f. Exclusions (non-stormwater discharges) allowed:
  - g. Types of enforcement mechanisms available:
    - i. Notices of Violations (NOV)
    - ii. Administrative fines
    - iii. Stop-work orders
    - iv. Civil penalties
    - v. Criminal penalties
    - vi. Abatement charges for damage

vii. Other

h. Official enforcement escalation plan or procedures in place?  
i. Written?

i. Who is responsible for ordinance enforcement?

**Enforcement Tracking System**

1. Procedure for tracking the status of Enforcement actions?

a. Database used?

b. Procedure written?

c. Documentation?

**ID/IC Correction Tracking System**

2. Procedure for tracking the status of ID/IC Correction??

a. Database used?

b. Procedure written?

c. Documentation?

3. Procedure for confirmation that ID/IC has been corrected?

a. Written?

b. Documentation?

**Spill Prevention & Response**

1. Spill response plan or procedures adopted?

a. Procedure written?

b. Copy?

c. Include SSOs?

2. Who responds?
3. After hours spill response responsibility?
4. After hours system map accessibility?
5. Adequate equipment and training for staff?
4. Confirmation that cleanup is complete?
5. Documentation kept?

#### **Spill/ Complaint Tracking System**

1. Tracking of spills and response?
  - c. Database used?

#### **Investigation of Complaints?**

- o Investigation procedure adopted?
  - a. Procedure written?
  - b. Copy?
- o Summary of process used:
- o Staff (departments/agencies) utilized:
- o Documentation kept?

**2. A description of a program to minimize infiltration of seepage from sanitary sewers and on-site sewage disposal systems into applicant's separate storm water drainage system.**

#### **Required**

Strategy to minimize sanitary seepage

- o Depending on the strategy used, a combination of the following recommended activities may need to be included in order to be deemed adequate

1. Sanitary sewer systems evaluated to determine storm sewer cross-connections or overflow locations?
2. Extent of infiltration and inflow into storm sewer system?
3. Sewer spill and cleanup procedures in place?
4. Determination of areas where sanitary sewers are in close proximity to storm sewers (review of sanitary and storm sewer maps)?
5. Bacterial and chemical sampling of point source discharges during dry weather conditions?
6. Determination of the integrity of sanitary sewers (e.g., televising lines)
7. Determination of the integrity of storm sewers (e.g., televising lines)
8. Program for routine maintenance and inspection of sanitary sewers
  - o Documentation kept?

**B. Method(s) to minimize seepage from failing on-site sewage disposal systems (OSDS)**

**Required**

1. Strategy to minimize seepage from failing OSDS
  - o Review of water bills to determine areas where OSDS are being used?
  - o Development of ordinance requiring inspection of OSDS at time of sale or other set interval (include evaluation of soil suitability, water table, and age of system)?
  - o Walk open storm sewer systems, county drains, and surface waters of the state?
  - o Bacterial and chemical sampling of point source discharges from the storm sewer system during dry weather conditions?

- o Follow-up inspections of OSDSs that could drain to the storm sewer systems that have shown to be contaminated by the bacterial and chemical sampling?
- o Inspection of a certain percentage of OSDSs per year?
- o Voluntary dye testing of septic systems?
- o Ensure connection to publicly operated sanitary sewer system when available?
- o Ensure proper construction of new OSDS installation. Inspection by trained personnel before occupancy is allowed or when a new system is constructed?

2. Documentation kept?

**IDEP REQUIREMENT 4.** An updated map of the location of each known storm water point source and the respective receiving water or drainage system (MDEQ may accept an alternate submission if the permittee demonstrates that the submission will be sufficient in the effective elimination of illicit discharges). (Watershed Permit MIG619000, Part I.A.3.a.4)

**Method(s) for updating the map for each known storm water point source and the receiving water or drainage system**

**Required**

Updated map of storm water point source discharges, or alternate submission if approved by MDEQ. At minimum the map should include any newly constructed and newly identified point sources.

Verification of existing known point sources?

- a. Map of MS4 system complete?
- b. If yes, hard copy or electronic? GIS?
- c. GPS used to identify point sources?
- d. Map regularly reviewed?
- e. Documentation kept?

Identification of previously unknown point sources

- a. any new DPs identified?
- b. Options for identification of new DPs in community work?
- c. Walk open storm sewer systems, county drains, and surface waters of the state to identify new point source discharges
- d. Televis storm sewers
- e. Work with down-gradient storm sewer system operators to ensure agreement on the locations where the two systems connect
- f. Work with other permittees in the area as necessary to agree who owns the point sources identified
- g. Documentation kept?

**Overall Statistics?**

- o Number of illicit discharges/connections eliminated versus number found?
- o Percentage of municipal separate storm sewer system where illicit discharges/connections are effectively eliminated
- o Timeliness of illicit discharge/connection elimination
- o Estimated pollutant reductions
- o Public's use of illicit discharge complaint reporting system
- o Program to monitor new construction to prevent new illicit discharges/connections
- o Ambient water quality monitoring results improving?

**Illicit Discharge Location or Case File Name #1:**

*Interview Questions:*

- Summarize illicit discharge event:
- Full investigation process documented?
- Source determined?
- Enforcement action taken?
- Describe:
- Notes:

**Illicit Discharge Location or Case File Name #1:**

*Interview Questions:*

- Summarize illicit discharge event:
- Full investigation process documented?
- Source determined?
- Enforcement action taken?
- Describe:
- Notes:

**Post-Construction Component Worksheet**

<b>Date of Evaluation</b>
<b>Evaluator Name, Title</b>
<b>MS4 Permittee</b>

**Instructions:** Use this worksheet as a guide for questioning MS4 staff and reviewing applicable documents. Keep in mind that additional questions may be necessary based on local regulations, MS4 permit requirements, implementation strategies, or water quality issues. Remember to obtain copies of any applicable documents or files which may assist in writing the MS4 evaluation report.

<b>Staff Interviewed</b>		
<b>Name</b>	<b>Department/Agency</b>	<b>Phone Number/Email</b>

Ordinance/Legal Authority	
Interview Questions	Response
Ordinance used to require post-construction stormwater BMPs on new development or redevelopment projects?  Name and/or code section(s).	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____
Is there a threshold for coverage (e.g., 1 acre, 100 cubic yards, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____
Exclusions from coverage allowed:	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____
Permitting mechanism used to require appropriate BMPs (i.e. building permit):	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____
Is a plan required (erosion control plan or SWPPP)?	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____
Are minimum post-construction site BMPs specified?  What types?	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____
Does the ordinance address flow rates?	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____
Does the ordinance address control of sediment discharges that result from soil erosion after the soil erosion permit has expired?	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____
Does the ordinance have requirements for long-term operation and maintenance of BMPs?	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____

Applicable Documents	Reviewed	Obtained
Ordinance(s)		
Other:		
<b>Notes: Ordinance/Legal Authority</b>		

<b>Comprehensive or Master Planning</b>		
<b>Interview Questions</b>	<b>Response</b>	
Is there an overall comprehensive or watershed plan with detailed information on current and planned development and redevelopment?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/>	
If the permittee is a municipality, does the comprehensive plan include stormwater elements? If so, what types? <ul style="list-style-type: none"> <li>• Imperviousness</li> <li>• Public infrastructure/drainage</li> <li>• Open space</li> <li>• Water body protection</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/> <hr/>	
Are there programs and design guidelines to assist in current and future development and redevelopment (including funding programs)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/>	
Audit or review of existing codes completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/>	
<b>Applicable Documents</b>	<b>Reviewed</b>	<b>Obtained</b>
Comprehensive or general plan		
Economic development plans		
<b>Notes: Comprehensive or Master Planning</b>		

Post-Construction Requirements and BMPs		
Interview Questions	Response	
Technical guidance provided or required?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/> <hr/>	
Does guidance include selection criteria (i.e. based on land use, location)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/> <hr/>	
Does guidance include operation and maintenance requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/> <hr/>	
Applicable Documents	Reviewed	Obtained
BMP guidance or technical document		
Notes: Post-Construction Requirements and BMPs		
<hr/>		

Plan Review Procedures	
Interview Questions	Response
Who performs post-construction BMP plan review (i.e. planning department, building department)?	<hr/> <hr/> <hr/> <hr/>
Training received and frequency:	<hr/> <hr/> <hr/> <hr/>
Size threshold for plan review (i.e. 1 acre, 10,000 square feet)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/> <hr/>
Pre-project meetings conducted with developer?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/> <hr/>

Plan Review Procedures	
Interview Questions	Response
Standard conditions of approval include post-construction storm water requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/>
Plan review criteria or checklist used?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/>
Maintenance agreement required?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/>
Applicable Documents	
Copy of standard conditions of approval	Reviewed: _____ Obtained: _____
Example of standard conditions applied to an approved project	Reviewed: _____ Obtained: _____
Checklist used by plan reviewers	Reviewed: _____ Obtained: _____
Notes: Plan Review Procedures	
<hr/> <hr/> <hr/> <hr/>	

Post-Construction BMP Inventory	
Interview Question	Response
Post-construction structural BMPs tracked?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Information tracked:	Location <input type="checkbox"/> Yes <input type="checkbox"/> No Maintenance Requirements <input type="checkbox"/> Yes <input type="checkbox"/> No Inspection findings <input type="checkbox"/> Yes <input type="checkbox"/> No Other: _____ <hr/>
Nonstructural BMPs tracked?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Database used?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Number of private post-construction structural BMPs:	<hr/> <hr/> <hr/>
Applicable Documents	
List of active construction projects	Reviewed: _____ Obtained: _____
List of projects covered under a state/EPA general permit	Reviewed: _____ Obtained: _____

Notes: Post-Construction BMP Inventory

Post-Construction BMP Inspection and Maintenance		
Interview Questions	Response	
Who performs post-construction BMP inspections?	<hr/> <hr/> <hr/>	
Training received and frequency:	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/>	
Are "as built" inspections performed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/>	
How often are BMPs inspected? What determines frequency?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/>	
Standard inspection checklist used?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/>	
Findings tracked in a database?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/>	
Applicable Documents	Reviewed	Obtained
Most recent staff training records		
Example of BMP inspection checklist		
Records from inspection tracking database or filing system		
Notes: Post-Construction BMP Inspection and Maintenance		

Enforcement/Referrals		
Interview Questions	Response	
Can inspectors administer enforcement actions if private post-construction BMPs are not maintained?  If no, who can?  If yes, what types of enforcement actions?	<input type="checkbox"/> Yes <input type="checkbox"/> No  _____ _____ _____	
Enforcement action is most commonly used:	_____ _____ _____	
Enforcement actions tracked?  How?	<input type="checkbox"/> Yes <input type="checkbox"/> No  _____ _____	
Average number of enforcement actions (by type) issued in the previous year:	Notices of Violations (NOV)..... _____ Administrative fines..... _____ Stop-work orders..... _____ Civil penalties..... _____ Criminal penalties..... _____ Other:..... _____	
Adequate legal authority and tools available to inspectors to enforce post-construction storm water requirements?  If no, how could the program be improved?	<input type="checkbox"/> Yes <input type="checkbox"/> No  _____ _____ _____	
Who does follow up on enforcement actions?	_____ _____ _____	
Applicable Documents	Reviewed	Obtained
Enforcement cases files both active and closed		
Example of most typical enforcement action documentation (i.e. NOV)		
List of enforcement actions used in the last year		
Notes: Enforcement/Referrals		
_____ _____ _____ _____ _____ _____		

**Outreach and Education**

Interview Questions	Response
Is training provided to designers and engineers?  What type of training is provided to designers and engineers?	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____ _____
Attendance required?	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____
Training frequency?	_____ _____ _____
Number trained:	_____ _____
Training topics:	_____ _____ _____ _____
Presentations given by MS4 staff to professional groups?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Brochures or outreach materials targeted at designers and engineers:	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____
How/when is the information distributed?	_____ _____ _____
Website used to educate designers and engineer?	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____
Web address:	_____ _____
<b>Applicable Documents</b>	
Training materials	Reviewed   Obtained
Brochures, outreach materials	Reviewed   Obtained
<b>Notes: Outreach and Education</b>	
_____ _____ _____ _____ _____ _____	

MS4-Owned Construction Projects		
Interview Questions	Response	
Projects designed in-house or contracted?	<input type="checkbox"/> In-house <input type="checkbox"/> Contracted <hr/> <hr/> <hr/>	
Designers trained in post-construction stormwater BMP implementation?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/> <hr/>	
Checklist used during the design and/or review of post-construction BMPs?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/> <hr/>	
If contracted planners and engineers are used for the design of MS4-owned projects, does the contract language specify that post-construction stormwater BMPs be incorporated into the design?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/> <hr/>	
In-house inspection staff inspect post-construction BMPs? If so, which department?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/> <hr/>	
Post-construction inspectors trained? Frequency:	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/> <hr/>	
If contracted inspectors are utilized, are minimum inspection, maintenance and reporting requirements specified in the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <hr/> <hr/>	
Applicable Documents	Reviewed	Obtained
Project stormwater design standards and/or checklist		
Contract language for active public project not developed or inspected in-house		
Notes: MS4-Owned Construction Projects		
<hr/>		



## MS4 Compliance Evaluation SWPPI – Pollution Prevention and Good Housekeeping

Training and inspection program for staff and contractors employed by the permittee in activities that may affect storm water runoff.

Review training records to determine how often training is provided, who is required to attend

What type of general storm water training is provided to staff that are not involved in field activities? How often?

How are new employees trained?

What types of activity-specific training is provided to field staff? Is information on specific BMPs provided?

Is any training provided to contract staff?

**1) Maintenance activities, maintenance schedules, and inspection procedures for storm water structural controls to reduce pollutants (including floatables) in discharges from the permittee's separate storm water system (examples of structural controls are storm water devices, detention facilities, infiltration facilities and biofilters)**

### *Infrastructure Mapping and Characterization*

- ✓ Does the permittee have a map showing all inlets, outfalls, storm water point sources, storm water management facilities, and receiving water bodies?
  - Does this map include catch basins and structural storm water controls?
  - Is the map readily available and used by maintenance field staff when performing maintenance activities?

- Is the map in hard copy format only or is it also in a geographic information system (GIS)?
- ✓ Are infrastructures named or numbered to better track necessary maintenance and repairs?
- ✓ Is information regarding storm water infrastructure maintained in a database or mapping system? What types of data are maintained?
  - Type of structure or asset
  - Location (address, latitude/longitude)
  - Photo
  - Date built
  - Date last inspected
  - Date last cleaned/maintained

#### *Catch Basin Cleaning*

- ✓ Does the permittee have a schedule for routine maintenance or cleaning of catch basins?
  - How many do you own? How many are cleaned and how often?
  - Has the permittee targeted certain areas for more frequent maintenance? Does this targeting help minimize storm water pollution?
  - Does the permittee set goals for how many basins are inspected and cleaned each year?
  - How does the permittee track and record cleaning and maintenance needs?

- What information is documented? Does the permittee track which catch basins are cleaned, how much material is removed, and so forth?
- How does the permittee use the data collected to further its program or evaluate program effectiveness? Are the data used to help prioritize cleaning frequency? Are they used to identify areas for targeted outreach?
- ✓ Does the permittee have a schedule for routine maintenance or inspection of storm drain pipes, culverts and ditches?
- ✓ What are the permittee's maintenance procedures for cleaning clogged storm drain pipes, culverts and ditches?
- ✓ Does the permittee own any oil/water separators? If so, what are the maintenance procedures for these?

#### *Stormwater Management Structures*

- ✓ Are catch basins and other inlet structures marked so that the public knows they drain to surface waters?
- ✓ Has the permittee inventoried the type and location of public storm water management structures in its jurisdiction? How are the data collected and stored?
  - Pump stations
  - Drainage structures (debris basins, detention basins, regional ponds, etc.)
  - Structural treatment controls
  - Open channels

- ✓ How is vegetation maintained in grassed swales, rain gardens, pond perimeters, and other vegetated storm water controls?
- ✓ Has the permittee mapped PRIVATE storm water management structures?
- ✓ How often are these facilities inspected?
- ✓ Are the storm water management structures regularly maintained by the permittee?
  - Are records kept of material and debris removed during maintenance?
  - How is maintenance conducted? Are chemicals used to maintain vegetation and pests?
- ✓ How does the permittee use the data collected to further its program or evaluate program effectiveness? Are the data used to help prioritize cleaning frequency? Are they used to identify areas for targeted outreach based on type and volume of materials removed?

*Building Operation and Maintenance*

- ✓ Are the permittee's parking lots regularly swept?
- ✓ How are enclosed parking structures and other public buildings cleaned? If power washing is used, are BMPs implemented to protect storm drain inlets?

2) Controls for reducing or eliminating the discharges of pollutants from streets, roads, highways, parking lots, and maintenance garages

*Street Sweeping*

- ✓ Does the permittee regularly sweep streets? Public parking lots?
  
- ✓ What is the schedule for street sweeping?
  
- ✓ Are areas scheduled for sweeping based on aesthetics only or is consideration given for reducing impacts on the storm water management infrastructure and surface water?
  
- ✓ What types of sweepers are used? Wet or dry?
  
- ✓ How is street-sweeping debris disposed? If the debris is dewatered, how is this done? How is the decanted water disposed?
  
- ✓ Are records kept of the amount of debris collected?
  
- ✓ How does the permittee use the data collected to further its program or evaluate program effectiveness? Are the data used to help prioritize cleaning frequency?

*Yard Debris Reduction and Disposal*

- ✓ Does the permittee offer guidance or services to encourage mulching and/or composting of grass clippings and other yard debris?
  
- ✓ Does the permittee offer seasonal recycling or disposal services to collect leaf litter, Christmas trees, yard debris, or other seasonal organic materials?

### *Public Streets, Roads, and Highways Maintenance*

- ✓ What types of public streets, roads, and highways operation and maintenance practices and procedures are performed by the permittee?
  
- ✓ Are BMPs used by field crews to minimize storm water impacts during road maintenance or repair activities?
  
- ✓ What types of BMPs are used? Discuss BMPs used for such activities as:
  - Ditch cleaning
  - Sidewalk repair
  - Asphalt patching
  - Curb and gutter repair
  - Street striping
  - Sign painting
  - Maintaining dirt and gravel roads (preventing erosion, dust control)

### *Deicing Activities*

- ✓ What types of deicing agents does the permittee use? If salt is used, has the permittee investigated alternatives?
  
- ✓ How are deicing agents, sand, or other materials stored? Is the material covered and/or bermed to prevent runoff?
  
- ✓ Does the permittee track the locations and volumes of deicing agents, sand, or other materials applied?
  
- ✓ Are salt trucks calibrated to control application rate?
  
- ✓ Is the material picked up after the snow/ice event is concluded? Is there a schedule for picking it up after an event?

### *Snow Removal*

- Is snow piled where there is not a significant potential for contamination of surface water or groundwater?
  
- Is snow disposed of properly (not directly into a surface water of the state)?

### *Maintenance Garages and Storage Yards*

- ✓ Are chemicals, bulk materials, or other potential pollutants stored outside at facilities? Is there secondary containment? Are the materials covered?
- ✓ Where are the permittee's vehicles washed? Are wash racks and dewatering areas plumbed to sanitary sewers, if allowed? If not allowed, are wastewaters from wash racks and dewatering areas prohibited from entering the MS4?
  
- ✓ Are spill control kits located in strategic areas?
  
- ✓ Are sanding and grinding wastes contained for proper disposal?
  
- ✓ Where are the permittee's vehicles maintained? If outside, what BMPs are used to prevent polluted runoff?
  
- ✓ Are oil filters drained before disposal or recycling?
  
- ✓ Do facilities have structural storm water BMPs (e.g., storm water detention ponds, storm water filter devices) installed?
  - If so, how are they maintained?
  
  - What is the frequency of maintenance?
  
- ✓ Are inoperable vehicles stored and maintained in a way to prevent polluted runoff and leaching of contaminants to groundwater?

- ✓ Are storm drain inlets at the yard free of debris and regularly cleaned?
- ✓ Are the yards swept regularly? Are there oil stains and spills at the yards?

**3) Procedures for the proper disposal of operation and maintenance waste from the separate storm water drainage system (dredge spoil, accumulated sediments, floatables, and other debris)**

- ✓ What are the permittee's procedures for disposing of waste removed from catch basins or storm drains?
  - Does the permittee flush material that could potentially discharge to surface water?
  - If the material is removed using a wet vacuum, how is the material dewatered? How is the decanted water disposed?
  - Are solids disposed of in an appropriate landfill?
  - Do you have a procedure for handling and disposing of known hazardous or toxic materials?
  - Do you have oil/water separators? If so, what are your disposal procedures for this waste?

**4) Ways to ensure that flood management projects assess the impacts on the water quality of the receiving waters and, whenever possible, examine existing water quantity structures for incorporation of additional water quality protection devices or practices (*Examples of flood management control projects include detention basins, dams, and diversions*).**

- ✓ Does the permittee have an inventory of structural flood management structures?

- ✓ Have these structures been assessed to determine whether retrofitting could provide additional water quality benefits?
- ✓ How often are flood management projects inspected and/or maintained?
- ✓ Are new flood management projects being designed or planned to include water quality considerations?

**5) Implementation of controls to reduce the discharge of pollutants related to application of pesticides, herbicides, and fertilizers applied in the permittee's regulated area**

- ✓ What kind of program has been established to address pollutants associated with the application of pesticides, herbicides, and fertilizer at public facilities?
- ✓ Are the permittee's fertilizer/pesticide applicators certified? Are permits or other certifications required?
- ✓ Where are the chemicals stored? Are appropriate procedures and secondary containment followed?
- ✓ Is there a pesticide/fertilizer application plan?
- ✓ Does the permittee practice integrated pest management (IPM) or use alternatives to pesticides?
- ✓ How does the permittee implement alternative landscaping to minimize the use of fertilizers and pesticides?

- ✓ What types of educational activities does the permittee conduct for applicators?
  
- ✓ What types of BMPs are used during application of pesticides in public rights-of-way?
  
- ✓ What types of BMPs are used during application of pesticides at municipal facilities such as parks?

### MS4 Maintenance Facility Field Inspection Worksheet

<b>Permittee:</b>	
<b>Address of facility:</b>	<b>Date of visit:</b>
<b>Provide the name(s) and title(s) of permittee staff present during inspection</b>	
Name	Title
<b>Evaluator Observations:</b>	
<b>General:</b>	<b>Notes:</b>
Does the permittee conduct and document periodic inspections of the facility?	
Are storm drains labeled and free of debris?	
Stormwater BMPs on site? O/W separators, etc.	
Are there floor drains? Where do they discharge?	
Any non-stormwater discharges to MS4? (boiler blow-down, air compressor condensate, etc)	
<b>Vehicle maintenance, fueling and washing</b>	
Are vehicle maintenance activities conducted in a designated place not exposed to stormwater?	
Are fueling stations properly designed with spill kits nearby?	
Are vehicles washed on-site? Is wash water discharged to the MS4 or sanitary sewer?	
<b>Material storage</b>	
What materials & quantities are stored on site? Is there a written materials inventory? Is site subject to Part 5 or SPCC?	
Are all materials that are potential stormwater contaminants stored under cover or in secondary containment? Is secondary containment required by state or federal law?	
<b>Waste management</b>	
What types of waste are stored on site? <ul style="list-style-type: none"> <li>• Hazardous</li> <li>• Liquid</li> <li>• Solid</li> <li>• Yard</li> </ul>	
Street sweeping/catch basin clean-out wastes on-site? How are they managed?	

Are all waste materials properly labeled and stored to prevent exposure to stormwater runoff?

Are waste bins covered with waste properly disposed in containers?

**Spill response**

Does the facility have a spill response plan, and are spill kits readily available?

**Employee training**

What type of stormwater training does maintenance staff receive?

**Notes or additional information:**

Part 5 Inspection Checklist

FACILITY NAME: \_\_\_\_\_

FACILITY REP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

COMPLAINT RESPONSE? Y/N

**DETERMINE IF FACILITY IS SUBJECT TO PART 5 RULES**

**A. EXEMPTIONS**

Yes No N/A 1. Are all polluting materials stored in small containers ( $\leq 10$  gallons or  $\leq 100$  pounds), stored indoors, and releases can't get into public sewers or waters of state? R 324.2003(1)(a)

Yes No N/A 2. Does site *only* have aboveground storage of materials with flashpoint  $< 200^\circ$  F regulated by WHMD (e.g. gasoline, fuel oils, acetone, kerosene, mineral spirits)? R 324.2003(1)(c)

Yes No N/A 3. Does site *only* have underground storage of petroleum and substances regulated by WHMD? R 324.2003(1)(d)

Yes No N/A 4. Does site *only* have hazardous waste regulated by WHMD? R 324.2003(1)(e)

Yes No N/A 5. Are all materials related to oil well and gas production and regulated by OGS? R 324.2003(1)(f)

**STOP here if "YES" to any item A. 1-5, site is not subject to Part 5 Rules**

Yes No N/A 6. Has DEQ issued a permit or an order requiring the site to comply with Part 5 because activities could substantially harm waters of the state? R 324.2003(2)

**B. THRESHOLD MANAGEMENT QUANTITIES – Applies only to materials not exempted by A. 1-5. Applies to total weight or volume of materials that contain  $\geq 1\%$  (by weight) polluting materials.**

Yes No N/A 1. Is there  $\geq 5$  tons of solid salt or salt mixtures (e.g. sand/salt) on contiguous property? R 324.2002(f)(i)

Yes No N/A 2. Is there  $\geq 1000$  gallons of liquid salt on contiguous property? R 324.2002(f)(ii)

Yes No N/A 3. Are there  $\geq 440$  pounds of chemicals listed in 324.2009 stored outdoors in distinct areas? R 324.2002(f)(iv)

Yes No N/A 4. Are there  $\geq 2200$  pounds of chemicals listed in 324.2009 stored indoors in distinct areas? R 324.2002(f)(v)

Yes No N/A 5. Are there single aboveground storage tank(s) with  $\geq 660$  gallons of oil storage capacity on contiguous property? (includes fuels, petroleum oils & products, vegetable oils, animal fats) R 324.2002(iii)

Yes No N/A 6. Is there  $\geq 1320$  gallons aboveground storage capacity of all oil storage on contiguous property? R 324.2002(iii)

## Part 5 Inspection Checklist

If "YES" to any item B. 1-4, facility is subject to all of the Part 5 Rules for materials not covered by A. 1-5 ("PIPP facility"). If "YES" to item B.5 or B.6, facility is subject only to surveillance, release reporting, and use area/indoor storage requirements of Part 5 ("oil storage facility"). If "YES" to item B.6, facility is also subject to EPA's SPCC Rules for oil storage (40 CFR 112).

### II. COMPLETE THIS SECTION FOR BOTH OIL STORAGE AND PIPP FACILITIES

#### A. Surveillance, Use Areas, Indoor Storage, & Release Reporting

Yes No N/A 1. Does facility have regular onsite inspections to identify leaks and spills? If yes, is the frequency sufficient? R 324.2004

Yes No N/A 2. Are use areas and indoor storage areas designed, constructed, maintained and operated to prevent releases into public sewers and waters of state? *Use areas- look for containment for connections, hoses & piping. Indoors - look for floor drains and proximity to doorways.* R 324.2005(3)

Yes No N/A 3. Does facility maintain a written spill history? *\*Recommended*

Yes No N/A 4. Does facility understand their release reporting requirements under Part 5? R 324.2002(b), R 324.2007

Yes No N/A 5. Has the facility reported all reportable releases? R 324.2007  
*Compare spill history records and notifications received to ensure proper reporting.*

Yes No N/A 6. Are there spill kits on site (boom, absorbent, sewer mats, etc)? *\*Recommended*

### III. COMPLETE THESE SECTIONS ONLY FOR PIPP FACILITIES

#### A. Pollution Incident Prevention Plan

Yes No N/A 1. Has the facility prepared a PIPP? *Complete a cursory review for main components - map, material inventory, spill response procedures (separate checklist available for thorough PIPP review)* R 324.2006(1)

Yes No N/A 2. Has the facility reviewed the PIPP and submitted certification every 3 years to WB District Office, Local Emergency Planning Committee, and local health department indicating that a PIPP was prepared and the facility is in compliance with Part 5 Rules? R 324.2006(2)

#### B. Secondary containment

Yes No N/A 1. Is secondary containment provided for all outdoor liquid storage above threshold management quantities? R 324.2005(1)

Yes No N/A 2. Is containment capable of containing releases? R 324.2005(2)(a) Consider:  
Yes No a. Do the joints and surface have impervious coating?  
Yes No b. Is the containment construction compatible with stored materials?  
Yes No c. Are there signs of cracking, spalling, holes, or other structural damage?  
Yes No d. Does the containment area provide squirt protection for the tank?  
Yes No e. Are there signs of leaking (e.g. staining, vegetative damage)?

Part 5 Inspection Checklist

Yes No N/A 3. Is the containment area adequately sized? (capacity to contain 100% of the largest container or 10% of the total volume, whichever is largest) R 324.2005(2)(b)

Yes No N/A 4. Is precipitation properly managed to maintain adequate containment capacity?

Yes No N/A 5. Is there a drainage valve or sump pump? If yes, are they secure except when under the operation of qualified facility personnel?

Yes No N/A 6. Is the accumulated storm water discharged to the storm sewer or surface waters of the state? If yes, is it subject to industrial storm water regulations? R 324.2005(2)(c)

Yes No N/A 7. Does the facility have DEQ approved alternative containment? R 324.2005(5)

**C. Solid polluting material storage (e.g. salt or salt/sand mixtures)? R 324.2005(4)**

Yes No N/A 1. Are materials enclosed, covered, contained, or otherwise protected to prevent run-on or run-off, seepage, or leakage to public sewer, groundwater, or surface water?

Yes No N/A 2. Are materials stored within 50' of designated wetland or lake/stream?

Yes No N/A 3. Are materials stored within a 100 year floodplain? If yes, is the containment able to handle flood conditions?

**IV. Summary**

Yes No N/A 1. Is the facility in compliance with Part 5? If not, what are the required actions to achieve compliance?

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

## Outfall Visual Field Inspection Worksheet

### Background

Permittee: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Evaluator: \_\_\_\_\_ Predominant Watershed Landuse: \_\_\_\_\_  
 Outfall Location: \_\_\_\_\_ (Latitude) \_\_\_\_\_ (Longitude)/ \_\_\_\_\_ (Address)  
 Permittee Staff Interviewed: \_\_\_\_\_  
 Date Outfall Last Inspected by Permittee: \_\_\_\_\_ Days Since Last Rainfall \_\_\_\_\_ Inches \_\_\_\_\_  
 Photos Taken? Yes No Photo #s: \_\_\_\_\_

### Outfall Description

End of Pipe Diameter (feet/inches): _____ Open Channel? Yes No Shape: <input type="checkbox"/> Circular <input type="checkbox"/> Elliptical <input type="checkbox"/> Box <input type="checkbox"/> Other: _____	Outfall Submerged: Yes No If yes, in: <input type="checkbox"/> Water <input type="checkbox"/> Fully <input type="checkbox"/> Partially <input type="checkbox"/> Sediment <input type="checkbox"/> Fully <input type="checkbox"/> Partially	Pipe Material: <input type="checkbox"/> Concrete <input type="checkbox"/> PVC <input type="checkbox"/> Steel <input type="checkbox"/> Other: _____	Pipe Condition: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor Describe: _____ _____ _____
--	---	--	---

### Visual Observation:

Flow Present: Yes No Flow Volume: <input type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> Heavy <input type="checkbox"/> Intermittent Debris Around Outfall: <input type="checkbox"/> None <input type="checkbox"/> Sediment <input type="checkbox"/> Trash <input type="checkbox"/> Other: _____	Flow Color: <input type="checkbox"/> Clear <input type="checkbox"/> Muddy <input type="checkbox"/> Milky or cloudy <input type="checkbox"/> Sheen <input type="checkbox"/> Soapy foam <input type="checkbox"/> Other: _____ Staining and Scum Present: <input type="checkbox"/> None <input type="checkbox"/> Red/Orange <input type="checkbox"/> White <input type="checkbox"/> Green algae <input type="checkbox"/> Oily scum	Debris in Pipe: <input type="checkbox"/> None <input type="checkbox"/> Sediment <input type="checkbox"/> Trash <input type="checkbox"/> Other: _____ _____ _____	Flow Odor: <input type="checkbox"/> None <input type="checkbox"/> Petroleum <input type="checkbox"/> Sewage/rotten eggs <input type="checkbox"/> Other: _____ _____ _____
---	---	--	---

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**If flow is present, ask the following question: of the Permittee contact:**

1. Has the outfall been inspected? Yes No If yes, when? \_\_\_\_\_

2. Was there dry weather flow during the last inspection? Yes (Go to Question # 3) No (Go to question # 6)

3. Was there an investigation as to the source of the flow? Yes No If yes, describe the investigation.

4. What was the outcome of the investigation?

5. Does the permittee have documentation detailing the investigation and enforcement which resulted? Yes No Describe.

6. What are the permittee's next steps regarding the flow discovered during the field inspection? Ask the permittee to describe, in detail, how the flow will be investigated including specific staff members responsible, time frames for action, etc.

7. If the source of the dry weather flow is determined, what enforcement actions will the permittee take against the person responsible?

8. Are the actions described by the permittee contact confirmed in the Enforcement Response Plan? Yes No Describe.

**Additional Comments or Observations:**



## Village President Report

AGENDA 2-27-12  
ITEM I-5

Hello Residents and Fellow Council Members,

Here is a summary of my recent activities since the last Council meeting and future meeting schedule:

### Recent Activities

February 15, 2012 - Regional Fire Department Update – The regional committee met and discussed Council's comments regarding the Village's station and the future name of the proposed consolidated department. While the name is still being discussed, the committee did agree to add some language to the draft interlocal to protect each community's use of the existing fire stations. I will have that language for you at the meeting, possibly before. At the time of this report, it has not been completely drafted and reviewed by the committee. The sample resolution is provided as a discussion item in new business. I would like to request Council consider this resolution to show our support for this process and the concept interlocal agreement that has been prepared thus far.

February 15, 2012 – Website committee meeting at Ciesa Design to review the draft website. This was a very good meeting. We look forward to seeing a revised website design from Ciesa in a few days.

February 16, 2012 – Downtown Development Authority (DDA) meeting – not much to report from the DDA meeting. The only action item was the acceptance of the Audit.

### Future Activities

February 27, 2012 – Village Council meeting

March 10, 2012 (Sat @ 8 am) – Goal Setting Workshop - please see the draft agenda presented as part of Donna's Village Manager report. Please let us know if you want something else on the agenda.

March 12, 2012 – Village Council meeting

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

Shawn Keough

Village President

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

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



SUMMARY OF BILLS AND PAYROLL			27-Feb-12
Payroll Check Register	02/27/12	\$37,315.26	Bi-weekly payroll processing
Account Payable Check Register	02/27/12	\$134,629.82	
		<b>\$171,945.08</b>	<b>TOTAL BILLS &amp; PAYROLL EXPENDED ALL FUNDS</b>
Summary Items from Bills & Payroll		Amount	Comments
<b>ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS</b>			
<b>DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED</b>			
Exceptions:			
An amendment to Buildings and Grounds will be necessary to cover property taxes for 8077 and 8087 Forest			
<i>"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."</i>			

VENDOR APPROVAL SUMMARY REPORT

Date: 02/22/2012  
 Time: 1:36pm  
 Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
A.F. SMITH ELECTRIC	A.F. SMITH	LABOR & MATERIALS FILTER ROOM	4,595.00	0.00
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C		35.00	0.00
ERIN M. AIKEN	AIKEN/ERIN	PATIENT: ERIN AIKEN	681.00	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	chemicals	2,627.50	0.00
ANNELIESH S CORNISH DDS	CORNISH DD	PATIENT: KURT	180.25	0.00
ARBOR LAND CONSULTANTS, INC.	ARBOR LAND	8077 FOREST	850.00	0.00
ARBOR SPRINGS WATER CO. INC	ARBOR SPRI	OFFICE	5.75	0.00
AT&T	AT&T	WWTP	246.80	0.00
BELL EQUIPMENT COMPANY	BELL EQUIP	GUTTER BROOM	376.00	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	GENERAL CONSULT	1,142.50	0.00
COMCAST	COMCAST	OFFICE	265.75	0.00
COMCAST - DPW	COMCAST -	DPW	145.95	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	FUEL	2,172.46	0.00
CRIBLEY WELL DRILLING CO INC	CRIBLEY	WWTP	25.50	0.00
DEPARTMENT OF ENVIROMENTAL	RMD-DWF	CERTIFICATION	70.00	0.00
DEPARTMENT OF ENVIROMENTAL	RMD-MWWF	CERTIFICATION	70.00	0.00
DETROIT SALT COMPANY	DETROIT SA	SALT	9,640.22	0.00
DEXTER MILL	DEX MILL	MEN'S THERMAL	52.58	0.00
DONNA DETTLING	DONNA D	3045 BROAD	50.05	0.00
DR NORBERT FERNANDEZ, DDS	FERNANDEZ	PATIENT: SAMANTHA AUGUSTINE	1,000.00	0.00
DTE ENERGY-STREET LIGHTING	DTE ENERGY	STREET LIGHTS	6,602.54	0.00
ETNA SUPPLY CO	ETNA SUPPL	REPAIR CLAMP	402.18	0.00
HERITAGE NEWSPAPERS	HERITAGE N	LEGALS	114.75	0.00
HOLBEN PROFESSIONAL ENVIROMENT	HOLBEN	TRAINING	300.00	0.00
I.T. RIGHT INC.	I.T RIGHT	COMPUTERS	3,376.94	0.00
IKON OFFICE SOLUTIONS	IKON	8140 MAIN	668.68	0.00
JETT PUMP & VALVE, LLC	JETT	WWTP	124.98	0.00
KNOX COMPANY	KNOX COMPA	DOOR HANGER	208.00	0.00
LINCOLN FINANCIAL	LINCOLN FI		444.45	0.00
LOWE'S BUSINESS ACCOUNT	LOWE S	PLYWOOD	29.58	0.00
METRO ENVIRONMENTAL SERVICES	METRO ENVI	VIDEO INSPECTION	885.00	0.00
MICHIGAN WATER ENVIRONMENT	MI WATER E	MICH WATERSHED SUMMIT	75.00	0.00
MY PALETTE PUBLISHING	MY PALETTE	VILLAGE OF DEXTER AD	309.50	0.00
NEXTEL COMMUNICATIONS	NEXTEL COM	CELLULAR	262.54	0.00
NORTH CENTRAL LABORATORIES	NCL	CHEMICALS	448.59	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	INVOICES	47,852.75	0.00
PARAGON LABORATORIES INC	PARA	LAB	305.00	0.00
PINCKNEY FAMILY DENTISTRY, PC	PINCKNEY F	PATIENT: ERIN AIKEN	63.50	0.00
PRECREDIT CAR	CREDIT CAR	MAILING	81.80	0.00
PROPET DISTRIBUTORS, INC	PROPET	DOGGIE BAGS	236.90	0.00
PURCHASE POWER	PURCHASE P	#8000-9090-0591-9134	1,000.00	0.00
RAUTKE TRUCKING, LLC	ROY R	LIME STONE	360.00	0.00
R.F. STRONG	SF STRONG	SUPPLIES	139.71	0.00
SIEMENS INDUSTRY, INC	SIEMENS	SUPPLIES	1,090.82	0.00
SMITHGROUP JJR	SMITHGROUP	MILL CREEK POND	822.50	0.00
SOUTHEAST MICHIGAN COUNCIL	SEMCOG	MEMBERSHIP	735.00	0.00
SUMMIT ENVIROMENTAL TECH., INC	SUMMIT ENV	RADIUM	705.00	0.00
SYLVESTER & COMPANY	SYLV	PAYROLL	524.00	0.00
THE BANK OF NEW YORK MELLON N.	BANK OF NY	LOAN	37,492.25	0.00
US BANK CORPORATE TRUST	US	SPECIAL ASSESSMENT BOND	2,875.00	0.00
USA BLUE BOOK	USA BLUE B	MAINTENANCE	114.88	0.00
VARNUM, RIDDERING, SCHMIDT	VARNUM, RI	LEGAL FEE	26.00	0.00
WASHTENAW COUNTY SOIL EROSION	SOIL EROSI	INSP FEE	520.00	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	ENFORCEMENT	1,199.67	0.00
Grand Total:			134,629.82	0.00

INVOICE APPROVAL LIST BY FUND

Date: 02/22/2012  
 Time: 1:37pm  
 Page: 1

Village of Dexter

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund								
Dept: Village Council								
		101-101.000-956.000	Council Di	DONNA DETTLING 3045 BROAD	0	02/21/12	02/21/2012	50.05
		101-101.000-958.000	Membership	SOUTHEAST MICHIGAN COUNCIL MEMBERSHIP	0	030112	02/22/2012	735.00
								785.05
Dept: Village Manager								
		101-172.000-721.000	Health & L	PINCKNEY FAMILY DENTISTRY, PC PATIENT: ERIN AIKEN	0	02/22/12	02/22/2012	63.50
		101-172.000-721.000	Health & L	ERIN M. AIKEN PATIENT: ERIN AIKEN	0	02/22/12	02/22/2012	681.00
		101-172.000-722.000	Life & Dis	LINCOLN FINANCIAL	0	02/22/12	02/22/2012	116.38
		101-172.000-802.000	Profession	ARBOR LAND CONSULTANTS, INC. 8077 FOREST	0	2924	02/21/2012	850.00
		101-172.000-977.000	Equipment	I.T. RIGHT INC. COMPUTERS	0	20120440	02/21/2012	590.76
								2,301.64
Dept: Finance Department								
		101-201.000-802.000	Profession	SYLVESTER & COMPANY PAYROLL	0	6346	02/22/2012	524.00
								524.00
Dept: Village Clerk								
		101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS LEGALS	0	02/22/12	02/22/2012	47.25
		101-215.000-901.000	Printing &	MY PALETTE PUBLISHING VILLAGE OF DEXTER AD	0	1288	02/21/2012	309.50
		101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS LEGALS	0	02/21/12	02/21/2012	67.50
								424.25
Dept: Village Treasurer								
		101-253.000-722.000	Life & Dis	LINCOLN FINANCIAL	0	02/22/12	02/22/2012	34.81
		101-253.000-977.000	Equipment	I.T. RIGHT INC. COMPUTERS	0	20120440	02/21/2012	217.46
								252.27
Dept: Buildings & Grounds								
		101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO.INC OFFICE	0	1320889	02/21/2012	5.75
		101-265.000-728.000	Postage	PNC MAILING	0	02/22/12	02/22/2012	23.80
		101-265.000-728.000	Postage	PURCHASE POWER #8000-9090-0591-9134	0	02/21/12	02/21/2012	1,000.00
		101-265.000-803.000	Contracted	ABSOLUTE COMPUTER SERVICES	0	63636	02/21/2012	35.00
		101-265.000-920.000	Utilities	COMCAST OFFICE	0	02/22/12	02/22/2012	265.75
		101-265.000-920.001	Telephones	NEXTEL COMMUNICATIONS CELLULAR	0	02/21/12	02/21/2012	131.27
		101-265.000-936.000	Equip Serv	IKON OFFICE SOLUTIONS 8140 MAIN	0	86442784	02/22/2012	668.68
								2,130.25
Dept: Law Enforcement								
		101-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER ENFORCEMENT	0	20950	02/22/2012	1,199.67
								1,199.67
Dept: Planning Department								
		101-400.000-722.000	Life & Dis	LINCOLN FINANCIAL	0	02/22/12	02/22/2012	33.14
		101-400.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES MASTER PLAN	0	2122-125	02/21/2012	822.50
		101-400.000-802.000	Profession	CARLISLE-WORTMAN ASSOCIATES GENERAL CONSULT	0	2122-124	02/21/2012	320.00

INVOICE APPROVAL LIST BY FUND

Date: 02/22/2012  
 Time: 1:37pm  
 Page: 2

Fillage of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Planning Department						
101-400.000-977.000	Equipment	I.T. RIGHT INC. COMPUTERS	0	20120440	02/21/2012	500.00
Total Planning Department						1,675.64
Dept: Department of Public Works						
101-441.000-721.000	Health & L	DR NORBERT FERNANDEZ, DDS PATIENT: SAMANTHA AUGUSTINE	0	02/22/12	02/22/2012	1,000.00
101-441.000-721.000	Health & L	ANNELIESH S CORNISH DDS PATIENT: KURT	0		02/21/2012	180.25
101-441.000-722.000	Life & Dis	LINCOLN FINANCIAL	0		02/22/2012	35.68
101-441.000-740.000	Operating	S.F. STRONG SUPPLIES	0	471629	02/22/2012	139.71
101-441.000-740.000	Operating	CRIBLEY WELL DRILLING CO INC DPW	0	53023	02/21/2012	12.75
101-441.000-751.000	Gasoline &	CORRIGAN OIL COMPANY FUEL	0	5621911	02/21/2012	1,002.67
101-441.000-920.000	Utilities	COMCAST - DPW DPW	0	02/22/12	02/22/2012	145.95
Total Department of Public Works						2,517.01
Dept: Engineering						
101-447.000-830.000	Engineerin	ORCHARD, HILTZ & MCCLIMENT INC INVOICES	0	02/22/12	02/22/2012	1,050.25
Total Engineering						1,050.25
Dept: Municipal Street Lights						
101-448.000-920.003	St Lights	DTE ENERGY-STREET LIGHTING STREET LIGHTS	0	02/22/12	02/22/2012	6,602.54
Total Municipal Street Lights						6,602.54
Dept: Economic Development						
101-728.000-901.000	Printing &	ORCHARD, HILTZ & MCCLIMENT INC INVOICES	0	02/22/12	02/22/2012	7,494.25
Total Economic Development						7,494.25
Dept: Parks & Recreation						
101-751.000-722.000	Life & Dis	LINCOLN FINANCIAL	0		02/22/2012	5.76
101-751.000-740.000	Operating	PROPET DISTRIBUTORS, INC DOGGIE BAGS	0	85465	02/21/2012	236.90
101-751.000-740.000	Operating	LOWE'S BUSINESS ACCOUNT PLYWOOD	0		02/21/2012	29.58
Total Parks & Recreation						272.24
Fund Total						27,229.06
Fund: Major Streets Fund						
Dept: Storm Water						
202-445.000-802.000	Profession	ORCHARD, HILTZ & MCCLIMENT INC INVOICES	0	02/22/12	02/22/2012	2,263.50
202-445.000-960.000	Education	MICHIGAN WATER ENVIRONMENT MICH WATERSHED SUMMIT	0	02/21/12	02/21/2012	75.00
Total Storm Water						2,338.50
Dept: Contracted Road Construction						
202-451.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC INVOICES	0	02/22/12	02/22/2012	3,154.00
Total Contracted Road Construction						3,154.00
Dept: Routine Maintenance						
202-463.000-722.000	Life & Dis	LINCOLN FINANCIAL	0		02/22/2012	29.93
202-463.000-740.000	Operating	I.T. RIGHT INC. COMPUTERS	0	20120440	02/21/2012	1,034.36
202-463.000-802.000	Profession	ORCHARD, HILTZ & MCCLIMENT INC INVOICES	0	02/22/12	02/22/2012	1,958.00
Total Routine Maintenance						3,022.29

INVOICE APPROVAL LIST BY FUND

Date: 02/22/2012  
 Time: 1:37pm  
 Page: 3

Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
<b>Fund: Major Streets Fund</b>						
Dept: Traffic Services						
202-474.000-722.000	Life & Dis	LINCOLN FINANCIAL	0		02/22/2012	9.21
				02/22/12		
				Total Traffic Services		9.21
Dept: Winter Maintenance						
202-478.000-722.000	Life & Dis	LINCOLN FINANCIAL	0		02/22/2012	18.42
202-478.000-740.000	Operating	DETROIT SALT COMPANY SALT	0	25820	02/21/2012	4,822.03
				Total Winter Maintenance		4,840.45
				Fund Total		13,364.45
<b>Fund: Local Streets Fund</b>						
Dept: Routine Maintenance						
203-463.000-722.000	Life & Dis	LINCOLN FINANCIAL	0		02/22/2012	9.21
203-463.000-740.000	Operating	RADTKE TRUCKING, LLC LIME STONE	0		02/21/2012	360.00
203-463.000-740.000	Operating	I.T. RIGHT INC. COMPUTERS	0	20120440	02/21/2012	1,034.36
203-463.000-802.000	Profession	ORCHARD, HILTZ & MCCLIMENT INC INVOICES	0		02/22/2012	875.50
				Total Routine Maintenance		2,279.07
Dept: Traffic Services						
203-474.000-722.000	Life & Dis	LINCOLN FINANCIAL	0		02/22/2012	2.30
				02/22/12		
				Total Traffic Services		2.30
Dept: Winter Maintenance						
203-478.000-722.000	Life & Dis	LINCOLN FINANCIAL	0		02/22/2012	4.60
203-478.000-740.000	Operating	DETROIT SALT COMPANY	0		02/21/2012	4,818.19
				25760		
				Total Winter Maintenance		4,822.79
				Fund Total		7,104.16
<b>Fund: Streetscape Debt Service Fund</b>						
Dept: Streetscape						
303-570.000-996.005	Streetscap	US BANK CORPORATE TRUST SPECIAL ASSESSMENT BOND	0		02/22/2012	1,500.00
				02/22/12		
				Total Streetscape		1,500.00
				Fund Total		1,500.00
<b>Fund: Equipment Replacement Fund</b>						
Dept: Department of Public Works						
402-441.000-939.000	Vehicle Ma	BELL EQUIPMENT COMPANY GUTTER BROOM	0		02/21/2012	376.00
				125673		
				Total Department of Public Works		376.00
				Fund Total		376.00
<b>Fund: SRF Project Fund</b>						
Dept: Sludge Project						
403-901.003-830.000	Engineerin	ORCHARD, HILTZ & MCCLIMENT INC INVOICES	0		02/22/2012	7,866.75
				02/22/12		
				Total Sludge Project		7,866.75
				Fund Total		7,866.75

und: DWRP Project Fund  
 Dept: Water Project Phase 2

INVOICE APPROVAL LIST BY FUND

Date: 02/22/2012  
 Time: 1:37pm  
 Page: 4

Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: DWRF Project Fund								
Dept: Water Project Phase 2								
404-901.002-830.000	Engineerin			ORCHARD, HILTZ & MCCLIMENT INC INVOICES	0	02/22/12	02/22/2012	13,937.75
								-----
				Total Water Project Phase 2				13,937.75
								-----
				Fund Total				13,937.75
Fund: Mill Creek Park Project Fund								
Dept: Capital Improvements								
405-901.000-830.000	Engineerin			SMITHGROUP JJR MILL CREEK POND	0	0087179	02/21/2012	822.50
405-901.000-830.000	Engineerin			WASHTENAW COUNTY SOIL EROSION INSP FEE	0	1100043-2612	02/22/2012	520.00
				Total Capital Improvements				-----
								1,342.50
								-----
				Fund Total				1,342.50
Fund: Sewer Enterprise Fund								
Dept: Administration								
590-248.000-811.000	Atty Misc			VARNUM, RIDDERING, SCHMIDT LEGAL FEE	0	864834	02/22/2012	26.00
				Total Administration				-----
								26.00
Dept: Sewer Utilities Department								
590-548.000-722.000	Life & Dis			LINCOLN FINANCIAL	0	02/22/12	02/22/2012	87.01
590-548.000-740.000	Operating			CRIBLEY WELL DRILLING CO INC WWTP	0	52988	02/21/2012	12.75
590-548.000-742.000	Chem Plant			ALEXANDER CHEMICAL CORPORATION	0	0468331	02/21/2012	138.00
590-548.000-742.000	Chem Plant			ALEXANDER CHEMICAL CORPORATION	0	0467579	02/21/2012	1,159.50
590-548.000-742.000	Chem Plant			ALEXANDER CHEMICAL CORPORATION	0	0468339	02/21/2012	745.00
590-548.000-743.000	Chem Lab			NORTH CENTRAL LABORATORIES CHEMICALS	0	299735	02/21/2012	374.13
590-548.000-743.000	Chem Lab			NORTH CENTRAL LABORATORIES CHEMICALS	0	299490	02/21/2012	74.46
590-548.000-745.000	Uniform Al			DEXTER MILL BURLAP BAGS	0	15044	02/21/2012	20.94
590-548.000-802.000	Profession			METRO ENVIROMENTAL SERVICES VIDEO INSPECTION	0	45550	02/21/2012	885.00
590-548.000-824.000	Testing &			PARAGON LABORATORIES INC	0	69657	02/21/2012	35.00
590-548.000-824.000	Testing &			PARAGON LABORATORIES INC LAB	0	69660	02/21/2012	230.00
590-548.000-920.001	Telephones			AT&T WWTP	0	WWTP	02/22/2012	123.40
590-548.000-920.001	Telephones			NEXTEL COMMUNICATIONS CELLULAR	0	02/21/12	02/21/2012	78.76
590-548.000-935.000	Bldg Maint			SIEMENS INDUSTRY, INC SUPPLIES	0	900587304	02/22/2012	1,090.82
590-548.000-935.000	Bldg Maint			A.F. SMITH ELECTRIC LABOR & MATERIALS FILTER ROOM	0	47215	02/21/2012	4,595.00
590-548.000-937.000	Equip Main			JETT PUMP & VALVE, LLC WWTP	0	9072	02/21/2012	124.98
590-548.000-960.000	Education			PNC MEMBERSHIP MWEA	0		02/22/2012	58.00
590-548.000-960.000	Education			DEPARTMENT OF ENVIROMENTAL CERTIFICATION	0		02/21/2012	70.00
590-548.000-977.000	Equipment			USA BLUE BOOK MAINTENANCE	0	585362	02/22/2012	114.88
				Total Sewer Utilities Department				-----
								10,017.63
Dept: Long-Term Debt								
590-850.000-996.002	RD Sewer I			THE BANK OF NEW YORK MELLON N. LOAN	0	02/22/12	02/22/2012	19,809.63
				Total Long-Term Debt				-----
								19,809.63

INVOICE APPROVAL LIST BY FUND

Date: 02/22/2012  
 Time: 1:37pm  
 Page: 5

Village of Dexter

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount	
Fund: Sewer Enterprise Fund									
								Fund Total	29,853.26
Fund: Water Enterprise Fund									
Dept: Water Utilities Department									
591-556.000-722.000	Life & Dis		LINCOLN FINANCIAL		0	02/22/12	02/22/2012	58.00	
591-556.000-743.000	Chem Lab		ALEXANDER CHEMICAL CORPORATION chemicals		0	0468335	02/21/2012	585.00	
591-556.000-745.000	Uniform Al		DEXTER MILL MEN'S THERMAL		0	14883	02/21/2012	31.64	
591-556.000-751.000	Gasoline &		CORRIGAN OIL COMPANY FUEL		0	5621911	02/21/2012	1,169.79	
591-556.000-802.000	Profession		ORCHARD, HILTZ & MCCLIMENT INC INVOICES		0	02/22/12	02/22/2012	248.00	
591-556.000-824.000	Testing &		SUMMIT ENVIROMENTAL TECH., INC		0	123126	02/22/2012	235.00	
591-556.000-824.000	Testing &		SUMMIT ENVIROMENTAL TECH., INC		0	1121437	02/22/2012	235.00	
591-556.000-824.000	Testing &		SUMMIT ENVIROMENTAL TECH., INC RADIUM		0	1126268	02/22/2012	235.00	
591-556.000-824.000	Testing &		PARAGON LABORATORIES INC		0	69619	02/21/2012	40.00	
591-556.000-920.001	Telephones		AT&T WWTP		0	WWTP	02/22/2012	123.40	
591-556.000-920.001	Telephones		NEXTEL COMMUNICATIONS CELLULAR		0	02/21/12	02/21/2012	52.51	
591-556.000-935.000	Bldg Maint		KNOX COMPANY DOOR HANGER		0	00474602	02/21/2012	208.00	
591-556.000-960.000	Education		HOLBEN PROFESSIONAL ENVIROMENT TRAINING		0	3276	02/22/2012	150.00	
591-556.000-960.000	Education		HOLBEN PROFESSIONAL ENVIROMENT TRAINING		0	02/22/12	02/22/2012	150.00	
591-556.000-960.000	Education		DEPARTMENT OF ENVIROMENTAL CERTIFICATION		0		02/21/2012	70.00	
591-556.000-977.000	Equipment		ETNA SUPPLY CO REPAIR CLAMP		0	S100336379-001	02/21/2012	402.18	
								Total Water Utilities Department	3,993.52
Dept: Long-Term Debt									
591-850.000-995.004	1998 Water		US BANK CORPORATE TRUST G.O BONDS		0		02/22/2012	1,375.00	
591-850.000-996.008	DWRf Inter		THE BANK OF NEW YORK MELLON N. LOAN		0	02/22/12	02/22/2012	14,043.83	
591-850.000-996.009	DWRf 2 Int		THE BANK OF NEW YORK MELLON N. LOAN		0	02/22/12	02/22/2012	3,638.79	
								Total Long-Term Debt	19,057.62
								Fund Total	23,051.14
Fund: Trust & Agency Fund									
Dept: Assets, Liabilities & Revenue									
701-000.000-253.011	Dexter Cro		ORCHARD, HILTZ & MCCLIMENT INC INVOICES		0	02/22/12	02/22/2012	341.25	
701-000.000-253.050	Dexter Fit		ORCHARD, HILTZ & MCCLIMENT INC INVOICES		0	02/22/12	02/22/2012	3,059.75	
701-000.000-253.059	LaFontaine		ORCHARD, HILTZ & MCCLIMENT INC INVOICES		0	02/22/12	02/22/2012	5,007.00	
701-000.000-253.061	DAPCO Addi		ORCHARD, HILTZ & MCCLIMENT INC INVOICES		0	02/22/12	02/22/2012	596.75	
								Total Assets, Liabilities & Revenue	9,004.75
								Fund Total	9,004.75
								Grand Total	134,629.82





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

Date Received: 2/21/12  
Receipt #: N/A

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

EVENT: Dexter to Ann Arbor Run EVENT DATES/TIMES: 6-3-12 7AM to 10AM  
EVENT LOCATION: Creekside school and Village  
Applicant/Sponsoring Party Ann Arbor Track Club Phone/Email www.aatrackclub.org  
Primary Contact Gary Morgan Phone/Email 248-396-4936  
Secondary Contact Mitch Garner Phone/Email morgansden@yahoo.com  
Address (City, State, Zip) 9821 Norman, Clarkston, MI 48348  
Event Description: 13.1 mile running race from Dexter to Ann Arbor

TYPE OF EVENT (Check all that apply)

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

FEES

Residents - \$25/4 hours  
Non Village Residents - \$150/4 hours, \$50 each additional hour  
Chamber, Non-profits, Community Events exempt from fee  
\*\$200 Damage Deposit Required → # 38-2354363

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

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

INSTRUCTIONS AND REQUIREMENTS FOR APPLICATION

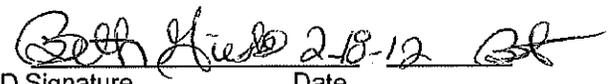
1. Application must be filed, and complete, at least 3 weeks prior to scheduled event (includes administrative approval).
2. Village Services - Provide information on the requested village services, i.e. barricades, detour signs, etc.

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

DATE COMPLETED: \_\_\_\_\_

- a. Contact the Washtenaw County Sheriff Department substation-Dexter (734) 424-0587- to arrange contracted officers for events requiring road closures. Provide copy of agreement/contract with WCSD.
- b. Contact the Dexter Area Fire Department (734) 426-4500 to arrange contracted services or to provide information for event requiring road closures. Provide copy of agreement/contract with the DAFD.

  
 DAFD Signature      2-22-12  
 Date

  
 WCSD Signature      2-18-12  
 Date

- c. Provide the Village with a road closure barricade and sign plan indicating where road closures are required. The Village of Dexter has four (4) road closure barricades available for use therefore additional contracts may be required. Contact Poco-734-397-1677; or Spartan- 313-292-2488, if applicable.
- d. The Washtenaw County Road Commission (734) 761-1500 may require additional Road Closure permits for events within their jurisdiction. Contact the Village for more information on jurisdiction.

4. Insurance –

- a. Private and/or Nonprofit Group Sponsored Event or Personal Events (weddings, birthday parties, etc.) - The following insurance coverage's are required:
  - i. Home Owners Policy coverage certificate or renters policy with general liability coverage of \$100,000 must be provided to show host coverage for offsite events in an amount.
  - ii. General liability insurance in the amount of \$1,000,000 naming the Village of Dexter, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers.
- b. Alcohol – Events
  - i. Selling alcohol requires a permit from the Michigan Liquor Control Commission. General liability insurance in the amount of \$1,000,000 naming the Village of Dexter, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers, is required. Alcohol sales must be separate and fenced from the rest of the event.
  - ii. Serving alcohol at a private/host events requires a Home Owners Policy or renters policy with \$1,000,000 worth of coverage for Host Liquor. Single day coverage may be necessary for special events. Applicants should check with their insurance companies. Copies of coverage certificates are required prior to issuance of permit.

5. Hold Harmless/Indemnification Waiver (below) must be signed and dated by the sponsoring party and/or representative.

6. Signage – On site and off site signage is permitted with approval. See *Temporary Sign Permit*.

7. Loading and Unloading - NOT permitted within parks unless permission is specifically granted. If loading and unloading is required temporary road closures may be arranged.

8. Waste Management – Upon completion of the event, the sponsors are responsible for removal of all equipment brought to the site, and for returning the site to the same condition as prior to the event. Arrangements should be made with Waste Management for trash disposal: (800) 796-9696.

9. Publication Methods – Please circle all that apply: (Village event calendar, village newsletter, Dexter Leader, Chamber Newsletter, Flyers, Brochures, Banners, Others \_\_\_\_\_)

**TERMS OF USE**

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

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

**HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, Ann Arbor Track Club, the Sponsoring Party, agrees to defend, pay in behalf of, indemnify, and hold harmless the Village of Dexter, its elected and appointed officials, employees and volunteers and others working in behalf of the Village of Dexter against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village of Dexter, its elected and appointed officials, employees, volunteer or others working in behalf of the Village of Dexter, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Date 2-3-12 Signed Gary H. Morgan

**FOR OFFICE USE ONLY**

Approved/Denied on \_\_\_\_\_ By: \_\_\_\_\_ Title: \_\_\_\_\_

Approval Granted with the following conditions: \_\_\_\_\_

<input type="checkbox"/>	Village Resident (\$25)
<input type="checkbox"/>	Non-Village Resident (\$150)
<input checked="" type="checkbox"/>	Chamber/Non Profit (No Fee)
<input type="checkbox"/>	\$50 Additional Fee for Special Event Road Closure
<input checked="" type="checkbox"/>	Damage Deposit (ck# <u>20602845</u> )
<b>POSTED:</b> _____	
<b>FEE:</b> _____ <b>REC#:</b> _____	

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

Please let us know how we can help by contacting the Village Offices at 734-426-8303 or by visiting our website at [www.villageofdexter.org](http://www.villageofdexter.org)

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



February 17, 2012

**Dexter-Ann Arbor Run**

Gary Morgan, Race Coordinator  
[morgansden@yahoo.com](mailto:morgansden@yahoo.com)

Village of Dexter  
8140 Main Street  
Dexter, MI 48130

Re: 2012 Dexter-Ann Arbor Run: Sunday, June 3, 2012

We are soliciting approval for road closures that are required for the 2012 Dexter-Ann Arbor Run. The race course will be the same as last year. Here are the details:

- Race date: Sunday, **June 3, 2012**
- Race will start at **Creekside Intermediate School** on Baker Road at 8:30 AM.
- Same course as 2011 through Dexter staffed by Sheriff & course volunteers.
- Insurance is provided by the AATC through Star Insurance.
- Mast/Joy/HR Drive will reopen by 9:10 AM.
- Road closures for portions of Huron River Drive are required from 8:45 AM to 11 AM.
- All residents living along Huron River Drive will be notified by mail regarding the race.

I have already conferred with Sgt. Beth Gieske, Washtenaw County Sheriff's Dept. about the 2012 race and will be meeting with her soon. Her e-mail is [gieskeb@ewashtenaw.org](mailto:gieskeb@ewashtenaw.org). We will use the exact same plan for road closures and minimize the duration of closure at each intersection as detailed below:

Baker Road from Hudson to Dongara	8:15 – 8:35 AM
Shield Road from Baker to Parker	8:25 - 8:40 AM
Parker Road from Shield to Dexter-Chelsea	8:30 – 8:45 AM
Dexter-Chelsea from Parker to Island Lake	8:35 – 8:50 AM
Island Lake/Ann Arbor from D.C. to Central	8:38 – 8:50 AM
Main/Central from A.A. to H.R. Dr.	8:38 – 9:10 AM

All local churches have been contacted.

I have contacted Fire Inspector Detling as well. We expect to obtain their approval on the Right-of-Way form.

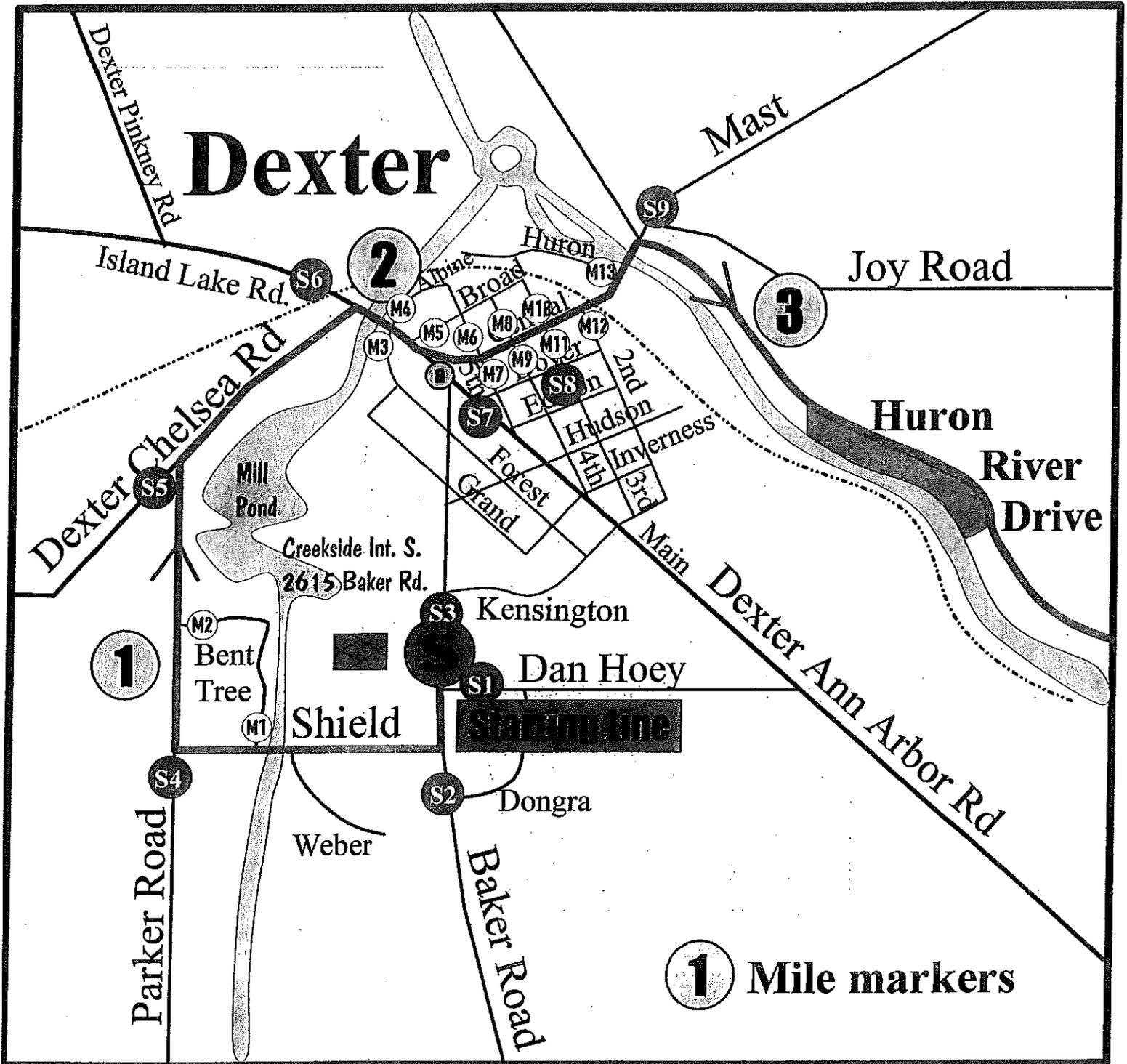
Please let me know if you require additional information or background. Thank you for your consideration and cooperation

Sincerely,

Gary Morgan, Race Coordinator  
2012 Dexter-Ann Arbor Run

# Dexter - Ann Arbor Run

## Dexter barricade placement: 13



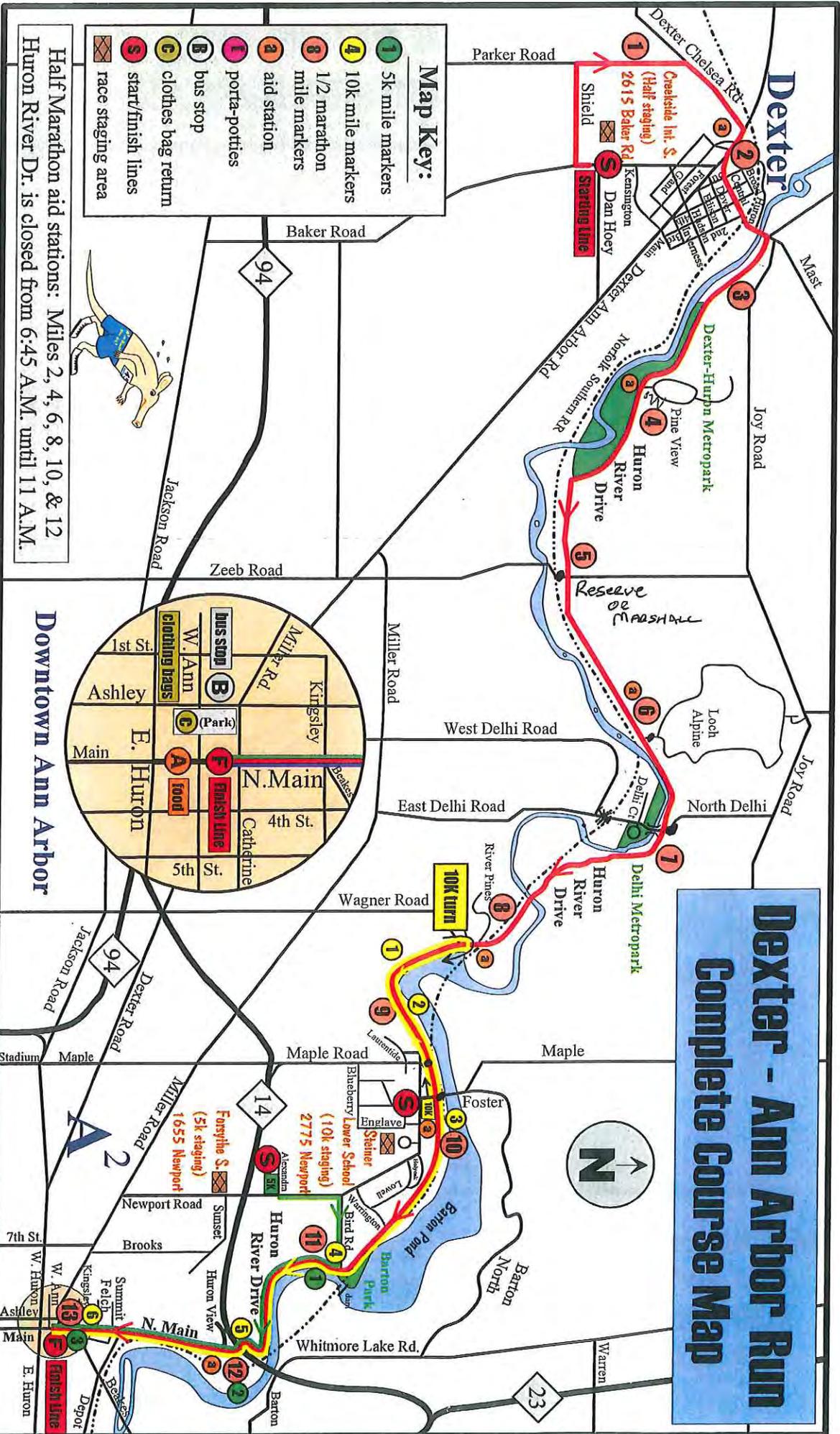
**Race start times:**

10K:	8:00 AM
Half:	8:30 AM
5K:	9:00 AM

- 13 Course marshals (M1-14)**
- 8 Sheriff Deputies (S)**
- 1 Supervisor (L)** *Command*

*15 Total Deps.*

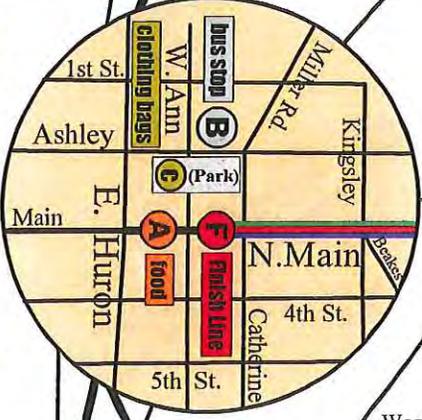
# Dexter - Ann Arbor Run Complete Course Map



### Map Key:

- 1 5k mile markers
- 4 10k mile markers
- 8 1/2 marathon mile markers
- 2 aid station
- 1 porta-potties
- B bus stop
- C clothes bag return
- S start/finish lines
- race staging area

Half Marathon aid stations: Miles 2, 4, 6, 8, 10, & 12  
 Huron River Dr. is closed from 6:45 A.M. until 11 A.M.



## Downtown Ann Arbor



VILLAGE OF DEXTER-PARKS COMMISSION

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

ITEM J-3

Date Received: 1-25-12  
Receipt #: N/A

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

EVENT: Relay For Life EVENT DATES/TIMES: May 19-20, 2012

EVENT LOCATION: Monument Park 7:00 AM - 12:00 PM

Applicant/Sponsoring Party American Cancer Society Phone/Email 248-663-3481

Primary Contact Alex Garneputi Phone/Email 248-663-3481 / alex.garneputi@acs.org

Secondary Contact Rachel Wilkerson Phone/Email 734-426-1600 / rachel@dexterparks.com

Address (City, State, Zip) 20450 Civic Center Drive Southfield, MI 48076

Event Description: 24 Hour Team based event that brings the community together to fight back against cancer

TYPE OF EVENT (Check all that apply)

Park Use  Facility Use: List the Facility Monument Park

Road Closure: List Event \_\_\_\_\_ (Village Council Approval Required) DATE APPROVED \_\_\_\_\_

Fire/Open Burning (DAFD Approval Required) DATE APPROVED \_\_\_\_\_

→ Central Street from Main to Fifth

FEES

Residents - \$25/4 hours

Non Village Residents - \$150/4 hours, \$50 each additional hour

Chamber, Non-profits, Community Events exempt from fee

\*\$200 Damage Deposit Required

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

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

INSTRUCTIONS AND REQUIREMENTS FOR APPLICATION

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

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

- a. Contact the Washtenaw County Sheriff Department substation-Dexter (734) 424-0587- to arrange contracted officers for events requiring road closures. Provide copy of agreement/contract with WCSD.
- b. Contact the Dexter Area Fire Department (734) 426-4500 to arrange contracted services or to provide information for event requiring road closures. Provide copy of agreement/contract with the DAFD.

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

- c. Provide the Village with a road closure barricade and sign plan indicating where road closures are required. The Village of Dexter has four (4) road closure barricades available for use therefore additional contracts may be required. Contact Poco-734-397-1677; or Spartan- 313-292-2488, if applicable.
- d. The Washtenaw County Road Commission (734) 761-1500 may require additional Road Closure permits for events within their jurisdiction. Contact the Village for more information on jurisdiction.

4. Insurance -

- a. Private and/or Nonprofit Group Sponsored Event or Personal Events (weddings, birthday parties, etc.) - The following insurance coverage's are required:
  - i. Home Owners Policy coverage certificate or renters policy with general liability coverage of \$100,000 must be provided to show host coverage for offsite events in an amount.
  - ii. General liability insurance in the amount of \$1,000,000 naming the Village of Dexter, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers.
- b. Alcohol - Events
  - i. Selling alcohol requires a permit from the Michigan Liquor Control Commission. General liability insurance in the amount of \$1,000,000 naming the Village of Dexter, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers, is required. Alcohol sales must be separate and fenced from the rest of the event.
  - ii. Serving alcohol at a private/host events requires a Home Owners Policy or renters policy with \$1,000,000 worth of coverage for Host Liquor. Single day coverage may be necessary for special events. Applicants should check with their insurance companies. Copies of coverage certificates are required prior to issuance of permit.

5. Hold Harmless/Indemnification Waiver (below) must be signed and dated by the sponsoring party and/or representative.

6. Signage - On site and off site signage is permitted with approval. See *Temporary Sign Permit*.

7. Loading and Unloading - NOT permitted within parks unless permission is specifically granted. If loading and unloading is required temporary road closures may be arranged.

8. Waste Management - Upon completion of the event, the sponsors are responsible for removal of all equipment brought to the site, and for returning the site to the same condition as prior to the event. Arrangements should be made with Waste Management for trash disposal: (800) 796-9696.

9. Publication Methods - Please circle all that apply: Village event calendar, village newsletter, Dexter Leader, Chamber Newsletter, Flyers, Brochures, Banners,  
 Others \_\_\_\_\_ )

**TERMS OF USE**

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

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

**HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, American Cancer Society, the Sponsoring Party, agrees to defend, pay in behalf of, indemnify, and hold harmless the Village of Dexter, its elected and appointed officials, employees and volunteers and others working in behalf of the Village of Dexter against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village of Dexter, its elected and appointed officials, employees, volunteer or others working in behalf of the Village of Dexter, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Date 1/24/12 Signed [Signature]

**FOR OFFICE USE ONLY**

Approved/Denied on \_\_\_\_\_ By: \_\_\_\_\_ Title: \_\_\_\_\_

Approval Granted with the following conditions: \_\_\_\_\_

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

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

Please let us know how we can help by contacting the Village Offices at 734-426-8303 or by visiting our website at [www.villageofdexter.org](http://www.villageofdexter.org)

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



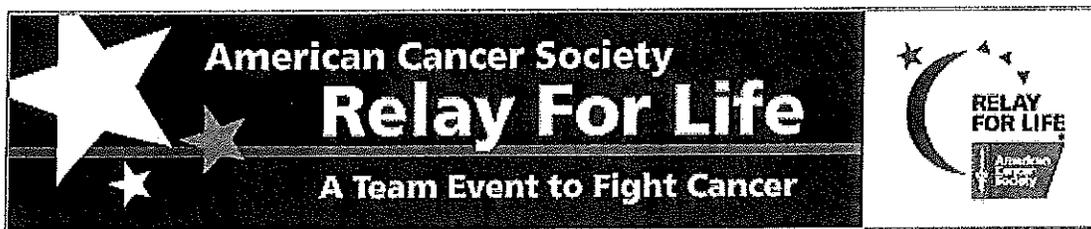
Dear Village Council Members,

On behalf of the Relay For Life Planning Committee, I would like to thank you for taking the time to review our request to host the Relay For Life of Dexter on May 19-20, 2012 from 9:00 AM- 9:00 AM in Monument Park. Relay For Life is the signature event of the American Cancer Society, raising money towards our life saving mission of helping people Stay Well, Get Well, Find Cures, and Fight Back. With your approval last year, we saw an overwhelmingly positive response from our participants in moving our venue; this year, we hope to have your approval to once again host our event in Monument Park to continue to grow and bring the community together to fight back against this disease.

Thank you again for your consideration, and I look forward to joining you at your upcoming Village Council Meeting on February 27<sup>th</sup>. In the meantime, if you have any questions, please feel free to contact me at either [alex.garnepudi@cancer.org](mailto:alex.garnepudi@cancer.org) or 248-663.3481.

All the best,

Alex Garnepudi, Staff Partner – Relay For Life of Dexter



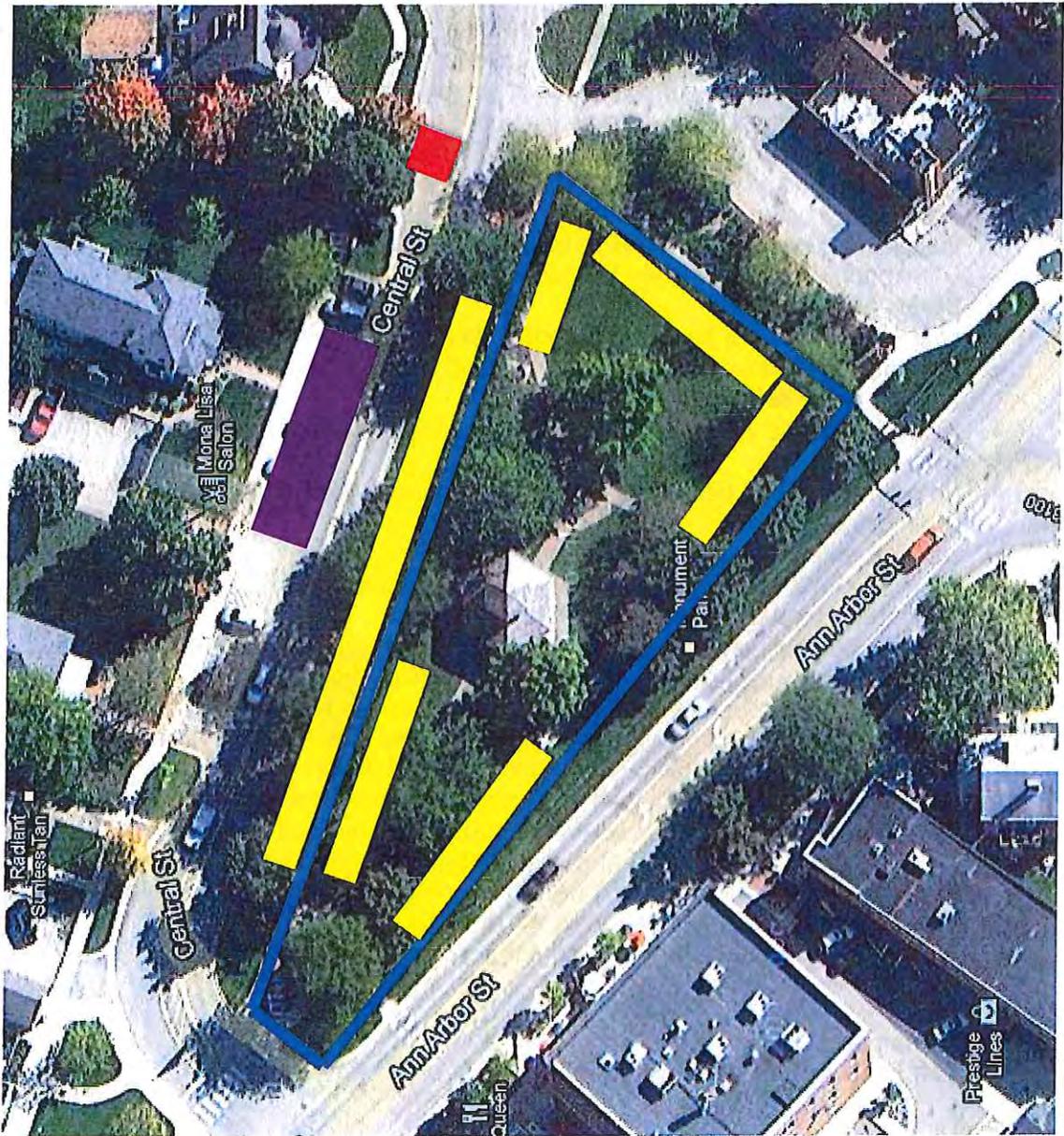
**RELAY FOR LIFE OF Dexter  
Monument Park May 14-15 2011  
Policies and Procedures**

- Relay For Life is a **smoke-free, drug-free, alcohol-free** event!
- You may set up your campsite from 7:00 to 9:00 on Friday night, no one will be there overnight so you're leaving things there at your own risk. Set up Saturday starts at 7:00am. You may drive down Central St. until Saturday at 8:00am then the road will be closed.
- There is to be no driving on Monument Park.
- There can be no parking or unloading on Main St.
- A shuttle service is being provided by LaFontaine Chevrolet from 8:00am-10:00pm Saturday and from 7:00am-10:00am on Sunday from Creekside Elementary to Monument Park. Please leave the downtown parking for our Relay visitors and customers to downtown businesses. Encourage your team members to park at Creekside School on Baker Rd.
- In case of an emergency storm shelters will be the Jazzercise Center in the Commerce Building (Juli Huddleston will have the key) & St. James Church on Broad St. (Alex Garnepudi will have the key). We will be in contact with the Dexter Sheriff's Dept. & the Dexter Area Fire Dept.
- There will be one fire for all participants. There can be no individual fires.
- All minors are to be accompanied by an adult. Please keep an eye on your children at all times, for their safety and security.
- Event quiet hours will be from 11pm to 6am. Generators must be turned off during this time.
- No profanity will be permitted by anyone of any age. We will ask you to leave if this is a continuing problem.
- Lost & Found will be located at Registration.
- A First Aid kit is available at Registration. All injuries and incidents are to be reported to a committee member and/or the ACS staff partner.
- Keep all valuable items out of sight - at your site, as well as in your parked vehicle.
- Please use the buddy system when walking to off-site locations, such as remote parking spaces, especially during evening hours. Anyone under 18 may not leave the Monument Park area without a parent. The Washtenaw County Sheriff's Dept. Curfew will be enforced from 11pm to 6am. This includes the gas station next PNC bank.
- Load-out vehicles will be allowed on Central St. at 9am Sunday morning.
- Please be mindful of the recycling versus trash containers and put items in the proper ones. If you see a trash receptacle that needs emptying you can take it to the dumpster by the old Cottage Inn or bag it and leave it next to the cardboard container. Please help by bagging it for us, don't let it overflow all over the ground.
- No dogs are allowed at Relay in accordance with our insurance.

**Emergency numbers:**

Staff Partner-Alex Garnepudi 248-930-0888

# Relay For Life of Dexter 2012: Proposed Site Map



Proposed walking path



Designated campsite locations



Food Wagon locations



Portable Restrooms with space for emergency vehicles if necessary

## Relay For Life Emergency Plans

### Tornado Watch

1. Tornado watch will be announced over the public address system
2. Committee members will go around and check to make sure that tents are staked down as much as possible. Recommendation will be to roll up the sides of awnings and flatten tents if possible

### Tornado Warnings

1. Siren will go off according to Village plan
2. Evacuation will be announced over public address system and committee members will go campsite to campsite notifying teams/participants
3. Committee members will make sure that tents are empty
4. ACS Staff/Committee members will contact Dexter Fire Department for weather updates and all clear message

### Thunderstorm Watch

1. Watch will be announced over the public address system with the recommendation for participants to check stakes on their tents

### Thunderstorm Warning

1. Committee members will ensure that participants are entering the designated secure indoor area (TBD)
2. Committee members will check tents to make sure that everyone has gone inside
3. ACS Staff/Committee members will contact Dexter Fire Department for weather updates and all clear message

### Medical

1. Participants will be told to call 911 if they feel necessary
2. Participants will also notify ACS Staff/Committee member of emergency

### Fire

1. An announcement will be made over the public address system telling participants which direction to move
2. ACS Staff/Committee will call Dexter Fire Department. An announcement will be made over the public address system that the Dexter Fire Department has been contacted.

\*These written directions will be provided to each Team Captain and discussed at final Team Captain meeting PRIOR to event, as provided upon arrival at the event\*



AGENDA 2-27-12

ITEM L-1

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

# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

## MEMO

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: February 27, 2012**  
**Re: Master Plan – Recommendation to Distribute**

The DRAFT Master Plan is included in your packet for review.

The Planning Commission reviewed the DRAFT Master Plan several times and at the February 6, 2012 meeting recommended that the Plan go to Council for approval to distribute in accordance with PA 33 of 2008.

The DRAFT plan will be distributed to adjacent jurisdictions, etc. (see attached draft letter) for review and comment over the required 63 day comment period. Following the comment period the Planning Commission would review the comments received and discuss next steps at the May 7, 2012 meeting.

It is likely that the Planning Commission could then schedule a public hearing on the Plan for June and potentially recommend adoption of the Plan by July.



## VILLAGE OF DEXTER-PLANNING COMMISSION

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

---

Date

To: Contiguous Municipal Legislative Body, SEMCOG, Washtenaw County Road Commission, Michigan Department of Transportation, WATS, Washtenaw County Board of Commissioners, Public Utilities, Railroad Company, and others required to be noticed.

From: Village of Dexter Planning Commission  
8123 Main Street  
Dexter, MI 48130

Re: Village of Dexter's Proposed Master Plan

To Whom it May Concern:

Enclosed is an electronic copy of the draft of the proposed master land use plan for the Village of Dexter. In accordance with MCL 125.3841 of the Planning Enabling Act (PA 33 of 2008), the enclosed proposed land use plan was either required to be sent to your agency by statute, or your agency requested to receive this copy.

This letter serves as the notice of intent to plan, as well as a request for your review and comments of the master plan. All local governments and other entities receiving a copy of a master plan have 63 days for review and comment. If comments are made, they must be sent to the Village of Dexter Planning Commission at the above address.

Thank you for your cooperation and comments. The Village of Dexter Planning Commission looks forward to your forthcoming correspondence.

Sincerely,

Allison Bishop, AICP  
Village of Dexter Planning Commission Staff Liaison  
Community Development Manager

# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

## MEMO

**To: President Keough and Council Members**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: February 21, 2012**  
**Re: Water/Sewer Bond Refinancing**

Over the past several meetings, Council has been working towards refinancing our 3 loans currently held by the United States Department of Agriculture's Rural Development Program. At the last meeting Council approved the Notice of Intent to re-finance the bonds, which was published in the Dexter Leader on February 23, 2012.

The next step in the process is finalizing the amount of additional cash reserves we would like to use to pay down the principle at the time of the refinancing. Two scenarios have been presented as attachments to this memo. The first scenario utilizes the minimum required cash output while the second scenario proposed an additional cash pay down of \$200,000.

In accordance with the original bond ordinance that was passed when the bonds were issued in 1999 and 2000, we are required to use any money that was set aside for the final year's bond payment. The Village has had two reserve accounts set up (\$195,000 in sewer and \$170,000 in water for a total of \$365,000) that were reserved for the final bond payments on the USDA loans. While the bond ordinance also required us to put aside a certain amount of money per month into a restricted account to make the yearly bond payments, the Village has been making bond payments as part of our operating expenses in both the water and sewer fund on a pay as you go basis. We have also been accumulating cash reserves for equipment replacement that Rural Development required us to maintain (\$14,839 in sewer and \$19,377 in water).

At the time of the new refinancing bond sale, it will have been seven months since our last principle payment and one month since our last interest payment on our 3 outstanding loans. In reality, we have been setting aside certain funds from our bi-monthly water and sewer collections for the next bond payments, yet all of the money collected flows through the cash account in each fund. The total amount that we will need to pay at the time of the new refinancing has been calculated by financial advisor Tom Traciak and is shown on the attached Estimated Sources and Uses of Funds worksheet. We need to pay \$40,443.82 from our sewer fund and \$37,347.90 from our water fund as part of the refinancing scenario that is proposed. These funds are proposed to be taken in part from the cash reserves for equipment replacement that Rural Development required us to maintain – \$14,839 in sewer and \$19,377 in water. The remaining amounts will come from cash reserves.

Staff is recommending that we complete the refinancing in accordance with the first scenario, that is to use only the required cash described above toward the 20 year re-financing. Using this minimum amount of cash will leave our reserve balances intact for future needs and will still achieve the goal of shortening the length of the loans and reducing our payments significantly. The total savings earned over the 20 year period resulting from this re-financing is expected to be \$ \$1,136,459.97. The water and sewer models presented last meeting have been updated to reflect the use of cash and the estimated bond payments.

Once the 45 referendum period expires, the next step for Council will be adoption of the bond authorizing ordinance on April 9, 2012. A copy of the updated re-financing timeline is included for your review.

**VILLAGE OF DEXTER  
WASHTENAW COUNTY, MICHIGAN**

**PROPOSED 2012 REFUNDING BONDS TIMETABLE**  
**(Refunding of 2000A & 200B Sewer Bonds, and 1999 Water Bonds)**

<u>Date</u>	<u>Description</u>
02/23/12	Notice published, referendum period begins.
02/29/12	Bond specifications letter is provided to bond counsel.
03/12/12	Preliminary Official Statement (the "POS") request is sent out.
03/14/12	Final bond sizing is determined.
03/26/12	Drafting of the POS begins.
04/09/12	The refunding bond resolution is adopted by the Village Council.
04/09/12	Draft copy of the POS is circulated for comments.
04/09/12	The bond rating is applied for.
04/24/12	Comments on the POS are due.
04/26/12	Due diligence call.
04/26/12	The bond rating is received.
05/01/12	The POS is provided to the printer.
05/08/12	Bond pricing.
05/23/12	The Final Official Statement (the "FOS") is completed.
05/23/12	The bond closing letter is distributed to the working group.
05/31/12	Bond closing.

# Scenario 1

**VILLAGE OF DEXTER  
WASHTENAW COUNTY, MICHIGAN**

**ESTIMATED SOURCES AND USES OF FUNDS - 20 YEAR BOND ISSUE \$0 OF ADDITIONAL FUNDS APPLIED**  
(Assumes bonds dated May 15, 2012)

Estimated Sources of Funds:	Refunding of		Total
	2000A (-----Sewer-----)	2000B (---Water---)	
Proposed 2012 Refunding Revenue Bonds	\$1,210,000.00	\$1,775,000.00	\$4,035,000.00
Debt service funds on hand [1]	21,751.65	37,347.90	77,791.72
Debt service reserve balance on hand	105,300.00	170,000.00	365,000.00
Additional use of cash on hand			
<b>Total estimated sources of funds</b>	<b>\$1,337,051.65</b>	<b>\$1,982,347.90</b>	<b>\$4,477,791.72</b>
<b>Estimated Uses of Funds:</b>			
Underwriters' discount	\$10,285.00	\$15,087.50	\$34,297.50
Costs of issuance	19,491.94	28,593.56	65,000.00
Deposit to current refunding fund	1,308,348.90	1,934,288.06	4,375,663.28
Contingency and rounding	(1,074.19)	(473.65)	2,830.94
<b>Total estimated uses of funds</b>	<b>\$1,337,051.65</b>	<b>\$1,982,347.90</b>	<b>\$4,477,791.72</b>

[1] Calculated as follows:

2000A	10/01/12 Payment	Divide by Months	Monthly Transfer	Times Number of Transfers	Funds Available
Principal	\$28,000.00	12	\$2,333.33	7	\$16,333.31
Interest	32,510.05	6	5,418.34	1	5,418.34
<b>2000B</b>					
Principal	25,000.00	12	2,083.33	7	14,583.31
Interest	24,653.13	6	4,108.86	1	4,108.86
<b>1999 Water</b>					
Principal	52,000.00	12	4,333.33	7	30,333.31
Interest	42,087.54	6	7,014.59	1	7,014.59
<b>Totals</b>	<b>\$204,250.72</b>				<b>\$77,791.72</b>

(Preliminary - Subject to Change)  
(Internal Use Only)

**VILLAGE OF DEXTER  
WASHTENAW COUNTY, MICHIGAN**

**SCHEDULE OF AMORTIZATION OF \$4,035,000 PRINCIPAL AMOUNT  
OF PROPOSED 2012 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS**

Principal payable semi-annually on April 1st and October 1st.

Interest payable semi-annually on April 1st and October 1st.

Interest rate as indicated

(Assumes bonds dated May 15, 2012)

Payment Date	Principal Balance	Principal	Interest Rate	Interest	Total	Fiscal Year Total
	(-----In \$1,000's-----)			(-----In Dollars-----)		
10/01/12	\$4,035	\$80	0.85	\$44,901.72	\$124,901.72	
04/01/13	3,955	80	0.85	59,088.75	139,088.75	\$263,990.47
10/01/13	3,875	80	0.90	58,748.75	138,748.75	
04/01/14	3,795	80	0.90	58,388.75	138,388.75	277,137.50
10/01/14	3,715	85	1.20	58,028.75	143,028.75	
04/01/15	3,630	85	1.20	57,518.75	142,518.75	285,547.50
10/01/15	3,545	90	1.45	57,008.75	147,008.75	
04/01/16	3,455	90	1.45	56,356.25	146,356.25	293,365.00
10/01/16	3,365	90	1.65	55,703.75	145,703.75	
04/01/17	3,275	90	1.65	54,961.25	144,961.25	290,665.00
10/01/17	3,185	90	1.85	54,218.75	144,218.75	
04/01/18	3,095	90	1.85	53,386.25	143,386.25	287,605.00
10/01/18	3,005	95	2.10	52,553.75	147,553.75	
04/01/19	2,910	95	2.10	51,556.25	146,556.25	294,110.00
10/01/19	2,815	95	2.45	50,558.75	145,558.75	
04/01/20	2,720	95	2.45	49,395.00	144,395.00	289,953.75
10/01/20	2,625	95	2.65	48,231.25	143,231.25	
04/01/21	2,530	95	2.65	46,972.50	141,972.50	285,203.75
10/01/21	2,435	100	2.90	45,713.75	145,713.75	
04/01/22	2,335	100	2.90	44,263.75	144,263.75	289,977.50
10/01/22	2,235	100	3.10	42,813.75	142,813.75	
04/01/23	2,135	100	3.10	41,263.75	141,263.75	284,077.50
10/01/23	2,035	100	3.35	39,713.75	139,713.75	
04/01/24	1,935	105	3.35	38,038.75	143,038.75	282,752.50
10/01/24	1,830	105	3.55	36,280.00	141,280.00	
04/01/25	1,725	115	3.55	34,416.25	149,416.25	290,696.25
10/01/25	1,610	115	3.70	32,375.00	147,375.00	
04/01/26	1,495	115	3.70	30,247.50	145,247.50	292,622.50
10/01/26	1,380	115	3.80	28,120.00	143,120.00	
04/01/27	1,265	115	3.80	25,935.00	140,935.00	284,055.00
10/01/27	1,150	115	3.90	23,750.00	138,750.00	
04/01/28	1,035	120	3.90	21,507.50	141,507.50	280,257.50
10/01/28	915	120	4.05	19,167.50	139,167.50	
04/01/29	795	125	4.05	16,737.50	141,737.50	280,905.00
10/01/29	670	130	4.15	14,206.25	144,206.25	
04/01/30	540	135	4.15	11,508.75	146,508.75	290,715.00
10/01/30	405	135	4.25	8,707.50	143,707.50	
04/01/31	270	135	4.25	5,838.75	140,838.75	284,546.25
10/01/31	135	135	4.40	2,970.00	137,970.00	137,970.00
Totals		<u>\$4,035</u>		<u>\$1,531,152.97</u>	<u>\$5,566,152.97</u>	<u>\$5,566,152.97</u>

(Preliminary - Subject to Change)  
(Internal Use Only)

**VILLAGE OF DEXTER  
WASHTENAW COUNTY, MICHIGAN**

**ESTIMATED DEBT SERVICE SAVINGS**

Fiscal Year	Sewer			Water			Total Savings
	Prior Debt Service	Proposed Debt Service	Savings	Prior Debt Service	Proposed Debt Service	Savings	
2013	\$166,079.48	\$148,270.94	\$17,808.54	\$135,037.58	\$115,719.53	\$19,318.05	\$37,126.59
2014	166,513.85	155,635.00	10,878.85	134,718.83	121,502.50	13,216.33	24,095.18
2015	165,829.48	154,757.50	11,071.98	134,312.58	130,790.00	3,522.58	14,594.56
2016	166,026.36	163,585.00	2,441.36	133,818.83	129,780.00	4,038.83	6,480.19
2017	167,057.61	162,085.00	4,972.61	134,215.70	128,580.00	5,635.70	10,608.31
2018	165,948.23	160,385.00	5,563.23	134,481.32	127,220.00	7,261.32	12,824.55
2019	165,720.10	168,420.00	(2,699.90)	134,615.69	125,690.00	8,925.69	6,225.79
2020	166,326.35	166,013.75	312.60	134,618.81	123,940.00	10,678.81	10,991.41
2021	165,766.98	163,263.75	2,503.23	134,490.68	121,940.00	12,550.68	15,053.91
2022	165,063.86	160,280.00	4,783.86	134,231.30	129,697.50	4,533.80	9,317.66
2023	165,195.11	157,035.00	8,160.11	133,840.67	127,042.50	6,798.17	14,958.28
2024	166,113.86	158,556.25	7,557.61	134,296.91	124,196.25	10,100.66	17,658.27
2025	165,820.11	164,560.00	1,260.11	133,600.03	126,136.25	7,463.78	8,723.89
2026	165,335.73	164,985.00	350.73	133,750.03	127,637.50	6,112.53	6,463.26
2027	165,635.73	160,142.50	5,493.23	132,746.91	123,912.50	8,834.41	14,327.64
2028	165,698.23	155,170.00	10,528.23	132,590.66	125,087.50	7,503.16	18,031.39
2029	165,523.23	155,051.25	10,471.98	132,259.40	125,853.75	6,405.65	16,877.63
2030	165,110.73	164,343.75	766.98	132,731.27	126,371.25	6,360.02	7,127.00
2031	165,435.73	158,081.25	7,354.48	132,006.27	126,465.00	5,541.27	12,895.75
2032	164,498.23	76,650.00	87,848.23	132,084.39	61,320.00	70,764.39	158,612.62
2033	165,276.35		165,276.35	131,943.76		131,943.76	297,220.11
2034	164,745.10		164,745.10	132,562.51		132,562.51	297,307.61
2035	164,904.48		164,904.48	88,903.13		88,903.13	253,807.61
2036	164,732.61		164,732.61				164,732.61
2037	95,396.43		95,396.43				95,396.43
2038	44,962.50		44,962.50				44,962.50
Totals	<u>\$4,114,716.46</u>	<u>\$3,117,270.94</u>	<u>\$997,445.52</u>	<u>\$3,027,857.26</u>	<u>\$2,448,882.03</u>	<u>\$578,975.23</u>	<u>\$1,576,420.75</u>
Less cash applied			<u>(236,991.66)</u>			<u>(202,969.12)</u>	<u>(439,960.78)</u>
Net debt service savings			<u>\$760,453.86</u>			<u>\$376,006.11</u>	<u>\$1,136,459.97</u>
Present value savings			<u>\$272,495.06</u>			<u>\$129,483.69</u>	<u>\$401,978.75</u>
Present value savings percentage			<u>12.06%</u>			<u>7.17%</u>	<u>9.96%</u>

(Preliminary - Subject to Change)  
(Internal Use Only)



Scenario 2

VILLAGE OF DEXTER  
WASHTENAW COUNTY, MICHIGAN

ESTIMATED SOURCES AND USES OF FUNDS - 20 YEAR BOND ISSUE \$200,000 OF ADDITIONAL FUNDS APPLIED  
(Assumes bonds dated May 15, 2012)

	Refunding of		Total
	2000A (---Sewer---)	2000B (---Water---)	
<b>Estimated Sources of Funds:</b>			
Proposed 2012 Refunding Revenue Bonds	\$1,160,000.00	\$1,670,000.00	\$3,835,000.00
Debt service funds on hand [1]	21,751.65	37,347.90	77,791.72
Debt service reserve balance on hand	105,300.00	170,000.00	365,000.00
Additional use of cash on hand	50,000.00	100,000.00	200,000.00
<b>Total estimated sources of funds</b>	<u>\$1,337,051.65</u>	<u>\$1,977,347.90</u>	<u>\$4,477,791.72</u>
<b>Estimated Uses of Funds:</b>			
Underwriters' discount	\$9,860.00	\$14,195.00	\$32,597.50
Costs of issuance	19,661.02	28,305.08	65,000.00
Deposit to current refunding fund	1,308,348.90	1,934,288.06	4,375,663.28
Contingency and rounding	(818.27)	559.76	4,530.94
<b>Total estimated uses of funds</b>	<u>\$1,337,051.65</u>	<u>\$1,977,347.90</u>	<u>\$4,477,791.72</u>

[1] Calculated as follows:

	10/01/12 Payment	Divide by Months	Monthly Transfer	Times Number of Transfers	Funds Available
2000A					
Principal	\$28,000.00	12	\$2,333.33	7	\$16,333.31
Interest	32,510.05	6	5,418.34	1	5,418.34
2000B					
Principal	25,000.00	12	2,083.33	7	14,583.31
Interest	24,653.13	6	4,108.86	1	4,108.86
1999 Water					
Principal	52,000.00	12	4,333.33	7	30,333.31
Interest	42,087.54	6	7,014.59	1	7,014.59
<b>Totals</b>	<u>\$204,250.72</u>				<u>\$77,791.72</u>

(Preliminary - Subject to Change)  
(Internal Use Only)

**VILLAGE OF DEXTER  
WASHTENAW COUNTY, MICHIGAN**

**SCHEDULE OF AMORTIZATION OF \$3,835,000 PRINCIPAL AMOUNT  
OF PROPOSED 2012 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS**

Principal payable semi-annually on April 1st and October 1st.

Interest payable semi-annually on April 1st and October 1st.

Interest rate as indicated

(Assumes bonds dated May 15, 2012)

Payment Date	Principal		Interest		Total		Fiscal Year
	Balance (-----In \$1,000's-----)	Principal	Rate	Interest (-----In Dollars-----)	Total	Total	
10/01/12	\$3,835	\$80	0.85	\$42,750.28	\$122,750.28		
04/01/13	3,755	80	0.85	56,241.25	136,241.25	\$258,991.53	
10/01/13	3,675	80	0.90	55,901.25	135,901.25		
04/01/14	3,595	80	0.90	55,541.25	135,541.25	271,442.50	
10/01/14	3,515	80	1.20	55,181.25	135,181.25		
04/01/15	3,435	80	1.20	54,701.25	134,701.25	269,882.50	
10/01/15	3,355	80	1.45	54,221.25	134,221.25		
04/01/16	3,275	80	1.45	53,641.25	133,641.25	267,862.50	
10/01/16	3,195	80	1.65	53,061.25	133,061.25		
04/01/17	3,115	80	1.65	52,401.25	132,401.25	265,462.50	
10/01/17	3,035	80	1.85	51,741.25	131,741.25		
04/01/18	2,955	85	1.85	51,001.25	136,001.25	267,742.50	
10/01/18	2,870	90	2.10	50,215.00	140,215.00		
04/01/19	2,780	90	2.10	49,270.00	139,270.00	279,485.00	
10/01/19	2,690	90	2.45	48,325.00	138,325.00		
04/01/20	2,600	90	2.45	47,222.50	137,222.50	275,547.50	
10/01/20	2,510	90	2.65	46,120.00	136,120.00		
04/01/21	2,420	95	2.65	44,927.50	139,927.50	276,047.50	
10/01/21	2,325	95	2.90	43,668.75	138,668.75		
04/01/22	2,230	95	2.90	42,291.25	137,291.25	275,960.00	
10/01/22	2,135	95	3.10	40,913.75	135,913.75		
04/01/23	2,040	95	3.10	39,441.25	134,441.25	270,355.00	
10/01/23	1,945	100	3.35	37,968.75	137,968.75		
04/01/24	1,845	100	3.35	36,293.75	136,293.75	274,262.50	
10/01/24	1,745	100	3.55	34,618.75	134,618.75		
04/01/25	1,645	100	3.55	32,843.75	132,843.75	267,462.50	
10/01/25	1,545	105	3.70	31,068.75	136,068.75		
04/01/26	1,440	110	3.70	29,126.25	139,126.25	275,195.00	
10/01/26	1,330	115	3.80	27,091.25	142,091.25		
04/01/27	1,215	115	3.80	24,906.25	139,906.25	281,997.50	
10/01/27	1,100	115	3.90	22,721.25	137,721.25		
04/01/28	985	115	3.90	20,478.75	135,478.75	273,200.00	
10/01/28	870	115	4.05	18,236.25	133,236.25		
04/01/29	755	115	4.05	15,907.50	130,907.50	264,143.75	
10/01/29	640	120	4.15	13,578.75	133,578.75		
04/01/30	520	125	4.15	11,088.75	136,088.75	269,667.50	
10/01/30	395	130	4.25	8,495.00	138,495.00		
04/01/31	265	130	4.25	5,732.50	135,732.50	274,227.50	
10/01/31	135	135	4.40	2,970.00	137,970.00	137,970.00	
Totals		<u>\$3,835</u>		<u>\$1,461,905.28</u>	<u>\$5,296,905.28</u>	<u>\$5,296,905.28</u>	

(Preliminary - Subject to Change)  
(Internal Use Only)

**VILLAGE OF DEXTER  
WASHTENAW COUNTY, MICHIGAN**

**ESTIMATED DEBT SERVICE SAVINGS**

Fiscal Year	Sewer			Water			Total Savings
	Prior Debt Service	Proposed Debt Service	Savings	Prior Debt Service	Proposed Debt Service	Savings	
2013	\$166,079.48	\$145,900.95	\$20,178.53	\$135,037.58	\$113,090.58	\$21,947.00	\$42,125.53
2014	166,513.85	152,935.00	13,578.85	134,718.83	118,507.50	16,211.33	29,790.18
2015	165,829.48	152,057.50	13,771.98	134,312.58	117,825.00	16,487.58	30,259.56
2016	166,026.36	150,921.25	15,105.11	133,818.83	116,941.25	16,877.58	31,982.69
2017	167,057.61	149,571.25	17,486.36	134,215.70	115,891.25	18,324.45	35,810.81
2018	165,948.23	153,041.25	12,906.98	134,481.32	114,701.25	19,780.07	32,687.05
2019	165,720.10	156,175.00	9,545.10	134,615.69	123,310.00	11,305.69	20,850.79
2020	166,326.35	153,987.50	12,338.85	134,618.81	121,560.00	13,058.81	25,397.66
2021	165,766.98	156,487.50	9,279.48	134,490.68	119,560.00	14,930.68	24,210.16
2022	165,063.86	158,570.00	6,493.86	134,231.30	117,390.00	16,841.30	23,335.16
2023	165,195.11	155,325.00	9,870.11	133,840.67	115,030.00	18,810.67	28,680.78
2024	166,113.86	151,846.25	14,267.61	134,296.91	122,416.25	11,880.66	26,148.27
2025	165,820.11	148,106.25	17,713.86	133,600.03	119,356.25	14,243.78	31,957.64
2026	165,335.73	159,067.50	6,268.23	133,750.03	116,127.50	17,622.53	23,890.76
2027	165,635.73	159,317.50	6,318.23	132,746.91	122,680.00	10,066.91	16,385.14
2028	165,698.23	154,345.00	11,353.23	132,590.66	118,855.00	13,735.66	25,088.89
2029	165,523.23	149,226.25	16,296.98	132,259.40	114,917.50	17,341.90	33,638.88
2030	165,110.73	148,928.75	16,181.98	132,731.27	120,738.75	11,992.52	28,174.50
2031	165,435.73	158,081.25	7,354.48	132,006.27	116,146.25	15,860.02	23,214.50
2032	164,498.23	76,650.00	87,848.23	132,084.39	61,320.00	70,764.39	158,612.62
2033	165,276.35		165,276.35	131,943.76		131,943.76	297,220.11
2034	164,745.10		164,745.10	132,562.51		132,562.51	297,307.61
2035	164,904.48		164,904.48	88,903.13		88,903.13	253,807.61
2036	164,732.61		164,732.61				164,732.61
2037	95,396.43		95,396.43				95,396.43
2038	44,962.50		44,962.50				44,962.50
Totals	<u>\$4,114,716.46</u>	<u>\$2,990,540.95</u>	<u>\$1,124,175.51</u>	<u>\$3,027,857.26</u>	<u>\$2,306,364.33</u>	<u>\$721,492.93</u>	<u>\$1,845,668.44</u>
Less cash applied			<u>(331,472.64)</u>			<u>(306,788.14)</u>	<u>(638,260.78)</u>
Net debt service savings			<u>\$792,702.87</u>			<u>\$414,704.79</u>	<u>\$1,207,407.66</u>
Present value savings			<u>\$270,537.29</u>			<u>\$129,421.38</u>	<u>\$399,958.67</u>
Present value savings percentage			<u>12.50%</u>			<u>7.17%</u>	<u>10.43%</u>

(Preliminary - Subject to Change)  
(Internal Use Only)



Village of Dexter  
Sewer System  
Projected Cash Flow

Assumptions	Fiscal Year:										
	2007-2008	2008-2009	2009-2010	2010-2011	Budget	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Annual Rate Adjustment	6.0%										
RTS Charge	\$5.15	\$5.31	\$5.47	\$5.63	\$5.80	\$6.15	\$6.52	\$6.91	\$7.32	\$7.76	\$8.23
Commodity Charge	\$6.34	\$6.53	\$6.73	\$6.93	\$7.14	\$7.57	\$8.02	\$8.50	\$9.01	\$9.55	\$10.13
Commodity Charge - Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Commodity Charge - Non-Resident	\$0.00	\$0.00	\$5.47	\$6.93	\$7.14	\$7.57	\$8.02	\$8.50	\$9.01	\$9.55	\$10.13
Connection Charge	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
New connections - Approved Plan Prior [1]	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0
New connections - Approved Plan New [1]	N/A	N/A	N/A	N/A	0	0	0	0	0	0	0
New connections - Development [1]	N/A	N/A	N/A	N/A	23	10	5	5	5	5	5
Total Meters [1]	1,488	1,494	1,500	1,508	1,514	1,524	1,529	1,534	1,539	1,544	1,549
Volume Billed - Annual	120,900	108,400	102,600	107,811	108,889	109,978	111,078	112,189	113,310	114,444	115,588
Volume Billed - Annual; Non-Resident	0	0	0	0	0	0	0	0	0	0	0
<b>Revenue</b>	<b>858,261</b>	<b>802,967</b>	<b>789,053</b>	<b>849,007</b>	<b>854,014</b>						
Service Charges [2]	0	0	0	0	0	112,435	119,572	127,160	135,229	143,809	152,931
Debt Surcharge [2]	0	0	0	0	0	832,358	891,122	954,035	1,021,390	1,093,500	1,170,701
RTS Charge	0	0	0	0	0	0	0	0	0	0	0
Commodity Charge	0	0	0	0	0	0	0	0	0	0	0
Commodity Charge - Debt	0	0	0	0	0	0	0	0	0	0	0
Commodity Charge - Non-Resident	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	10,491	27,798	2,495	13,165	6,500	5,000	5,000	5,000	5,000	5,000	5,000
Interest Income	38,252	11,234	4,864	5,307	6,000	9,511	7,717	7,689	7,133	6,693	6,911
Total Revenue	907,004	841,999	796,411	867,479	866,514	959,303	1,023,411	1,093,885	1,168,753	1,249,002	1,335,543
<b>Expenses [3]</b>											
Personnel	339,803	365,628	350,685	341,903	253,894	253,894	260,241	266,747	273,416	280,251	287,258
Operating Expenses	122,637	119,401	95,024	94,436	88,000	90,640	93,359	96,160	99,045	102,016	105,077
Operating Expenses - Contingencies					15,000	15,000	15,000	15,000	15,000	15,000	15,000
Utility	97,763	90,126	83,320	61,672	77,000	79,310	81,689	84,140	86,664	89,294	91,942
Repairs & Maintenance	9,430	6,526	5,042	13,742	13,500	13,905	14,322	14,752	15,194	15,650	16,120
Professional & Contracted Services	109,521	105,440	86,215	164,909	90,000	91,800	93,636	95,509	97,419	99,367	101,355
Administrative Cost	69,217	68,060	71,935	81,434	80,700	82,314	83,960	85,639	87,352	89,099	90,881
Administrative Cost (New) Retiree HC					21,000	22,050	23,153	24,310	25,526	26,802	28,142
One Time Administrative Cost				26,806							
Total Expense	748,371	755,180	692,221	784,901	639,094	648,913	665,361	682,257	699,616	717,450	735,774
Net Operating Cash Flow	158,633	86,819	104,190	82,578	227,420	310,390	358,050	411,627	469,137	531,552	599,769



Village of Dexter  
Water System  
Projected Cash Flow

	Fiscal Year End :										
	Actual	Actual	Actual	Actual	Budget	Projected	Projected	Projected	Projected	Projected	
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
<b>Assumptions</b>											
Annual Rate Adjustment											
RTS Charge											
Commodity Charge - First Meter	\$5.85	\$6.14	\$6.33	\$6.51	\$6.71	\$6.91	\$7.11	\$7.33	\$7.55	\$7.77	\$8.01
Commodity Charge - Second Meter	\$2.64	\$2.77	\$2.86	\$2.94	\$3.03	\$3.12	\$3.21	\$3.31	\$3.41	\$3.51	\$3.62
Commodity Charge - Non-Resident	\$3.55	\$3.74	\$3.85	\$3.97	\$4.09	\$4.21	\$4.34	\$4.47	\$4.60	\$4.74	\$4.88
Connection Charge	\$0.00	\$0.00	\$3.85	\$3.97	\$4.09	\$4.21	\$4.34	\$4.47	\$4.60	\$4.74	\$4.88
New connections - Approved Plan Prior [1]	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
New connections - Approved Plan New [1]	N/A	N/A	N/A	0	0	0	0	0	0	0	0
New connections - Development [1]	N/A	N/A	N/A	28	0	0	0	0	0	0	0
Total Meters [1]	N/A	N/A	N/A	0	23	10	5	5	5	5	5
Volume Billed - Annual	2,034	2,054	2,109	2,117	2,122	2,132	2,137	2,142	2,147	2,152	2,157
Volume Billed - Annual, Second Meter	120,900	108,400	102,600	107,811	108,889	109,978	111,078	112,189	113,310	114,444	115,588
Volume Billed - Annual, Non-Resident	43,000	41,000	25,000	26,000	25,000	25,250	25,503	25,758	26,015	26,275	26,538
	360	360	0	0	0	0	0	0	0	0	0
<b>Revenue</b>											
Service Charges [2]	615,645	608,531	552,905	582,498	582,500						
RTS Charge	0	0	0	0	0						
Commodity Charge - First Meter	0	0	0	0	0	176,695	182,423	188,335	194,438	200,737	207,240
Commodity Charge - Second Meter	0	0	0	0	0	343,122	356,949	371,334	386,299	401,867	418,062
Commodity Charge - Non-Resident	0	0	0	0	0	106,350	110,636	115,094	119,733	124,558	129,578
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0
Interest Income	25,288	10,746	32,894	27,076	10,000	5,000	5,000	5,000	5,000	5,001	5,001
Total Revenue	39,789	30,000	5,277	5,993	8,000	11,120	7,288	7,222	7,266	7,659	8,124
	680,722	649,277	591,076	615,567	600,500	642,286	662,296	686,986	712,735	739,822	768,005
<b>Expenses [3]</b>											
Personnel	175,182	122,845	144,303	141,697	131,800	131,800	135,095	138,472	141,934	145,483	149,120
Operating Expenses	22,417	29,306	35,083	31,800	43,100	44,393	45,725	47,097	48,509	49,965	51,464
Operating Expenses - Contingencies					15,000	15,000	15,000	15,000	15,000	15,000	15,000
Utility	67,363	59,905	72,668	53,597	58,000	59,740	61,532	63,378	65,280	67,238	69,255
Repairs & Maintenance	17,186	9,264	2,482	6,017	35,500	36,565	37,662	38,792	39,956	41,154	42,389
Professional & Contracted Services	20,595	30,470	18,783	32,146	17,000	17,510	18,035	18,576	19,134	19,708	20,299
Administrative Cost	67,810	69,938	70,217	74,560	71,400	72,828	74,285	75,770	77,286	78,831	80,408
Administrative Cost (New) Retiree HC					9,000	9,450	9,923	10,419	10,940	11,487	12,061
One Time Administrative Cost				14,929	0	0	0	0	0	0	0
Total Expense	370,553	321,728	343,535	354,745	380,800	387,286	397,256	407,504	418,038	428,865	439,995
Net Operating Cash Flow	310,169	327,549	247,541	260,822	219,700	255,000	265,040	279,482	294,698	310,957	328,010
<b>Non-Operating Revenue</b>											
Tap-In Charges - Approved Plan Prior [4]	0	0	0	0	0	0	0	0	0	0	0
Tap-In Charges - Approved Plan New [4]	40,001	9,039	96,613	111,436	0	0	0	0	0	0	0
Tap-In Charges - Development [4]	0	0	0	0	69,000	30,000	15,000	15,000	15,000	15,000	15,000
Reimburse prior year DWRF costs											





AGENDA draft  
ITEM 6-3

## Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: 5H Healthy Communities Grant  
Equipment Purchase  
Date: February 22, 2012

At the February 21, 2012 Parks and Recreation Commission meeting the commission discussed the recommendation to purchase a boulder play climber in lieu of a standard play structure as part of the \$10,000 5H Grant the Village has received.

The Commission preferred the boulder play climber based on providing a different play element within Warrior Creek Park, the ability to reach a larger range of ages with a different play element and the natural appeal of the boulder structure. The 5H Grant Administration is also supportive of the equipment change and the equipment can be purchased and installed within the grant amount, budget and volunteer coordination.

### Parks and Recreation Commission Recommendation

The Village of Dexter Parks and Recreation Commission recommends that the Village Council approve the purchase of the boulder play climber in an amount not to exceed the \$10,000 grant amount for Warrior Creek Park as part of the 5H Grant award.

Please feel free to contact me prior to the meeting.

Thank you.



Price: \$18,250.00

Optional modular hold package with threadings: Add \$3,750.00

The XL Playground Boulder is built to offer the full range of the climbing experience. With a mushroom type shape, eight feet tall and twelve feet long, this wall will stand out as a bold feature of any outdoor landscape, and will also provide the most diversity in terms of climbing terrain. Designed to range in difficulty from one side to another, the climbing experience will vary depending on where you start on the boulder or what type of angle you want to climb. You can ascend the section of wall that leans in as a slab, or climb a more vertical section, an arête, pull a heel hook to top out on the overhang, or traverse the entire wall – all on the natural features. Because it also offers the greatest amount of climbing square footage, the XL Playground Boulder may be the best product to add the modular climbing hold option to, for more diversity in moveable holds and climbing options.



**LARGE Playground Boulder**

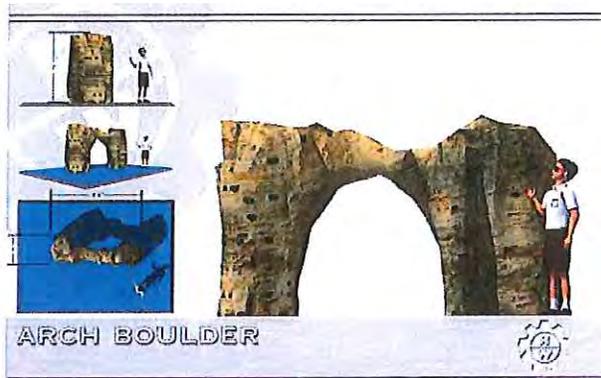
Dimensions: 6' wide x 8' long x 6' tall

Price: \$9,300.00

Optional modular hold package with threadings: Add \$2,000.00

Only a bit smaller than the XL version, the Large Playground Boulder is big enough for adults to play and share the climbing experience with their kids, but nearly half the cost. Planned so that taller climbers can have fun traversing or climbing atop the boulder, the Large Playground Boulder is also designed so that children can reach friendly grabs in different parts of the wall, and pull themselves up with relative ease, then move to another section for more of a challenge. With a big enough profile so that multiple kids can climb or sit at the top comfortably, this version will be fun for many... at the same time!

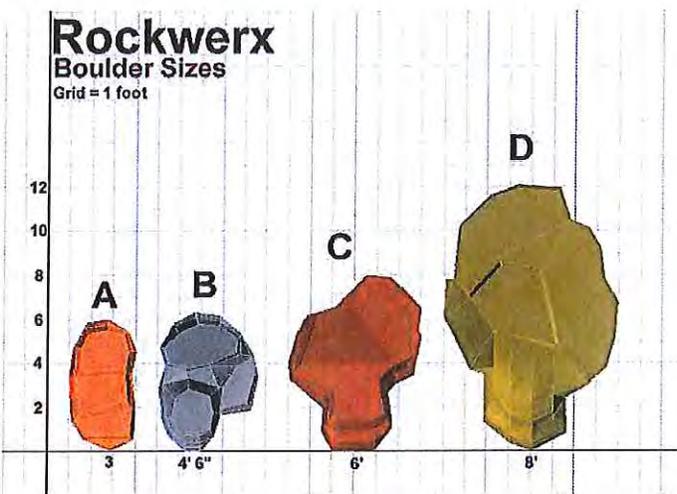




(For Distributor pricing and custom designs please [contact us](#))

For additional images visit our [photo gallery](#)

Sizing Chart:



COLOR CHART



Custom Design:

Rockwerx can literally construct anything the customer wants or dreams of ! Our creativity mixed with the needs of the customer can make the possibilities endless !

Our custom design prices are based on \$ per sq. ft. [Contact us](#) for more details!

Here is a quick 3D design of a natural rock wall with a slide installed on the side. To see more of our creative design and features [click here](#).



**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

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

[cnicholls@villageofdexter.org](mailto:cnicholls@villageofdexter.org)**MEMO**

**To: President Keough and Council Members**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: February 21, 2012**  
**Re: Dexter Area Fire Department Interlocal Agreement**

The Dexter Area Fire Department Board (DAFD) has voted to approve and recommend three amendments to the current interlocal agreement. The agreement has been updated in the following ways:

- Changes the meeting frequency from every other month to monthly
- Modifies the definition of "department run" to incorporate runs that were completed by another department in an area that is transferred into the DAFD. This was done to accommodate Dexter Township's addition of coverage territory. Changing the definition allows those additional runs to be counted in the cost allocation formula.
- Changes the language regarding termination to clarify that the exiting party must continue to pay for an entire year after they give notice that they are leaving by removing the option that a community can simply stop paying and be terminated.

To update the agreement requires each municipality to pass a concurrent resolution. The resolution was drafted by Pat Kelly, Dexter Township Supervisor and DAFD Secretary and is attached for your review.

Also attached is the final copy of the 2012 DAFD budget. Dexter Township's additional runs due to the expansion of their service area have been included in their run numbers.

## Courtney Nicholls

---

**From:** Pat Kelly <supervisor-dexter@twp-dexter.org>  
**Sent:** Friday, February 17, 2012 9:27 PM  
**To:** Kingsley, John; Keough, Shawn; Mary D. Heller; Rider, Harley Twp; cjones@villageofdexter.org  
**Cc:** Courtney Nicholls; Donna Dettling; Jim Seta; Ray Tell (E-mail); rtell@villageofdexter.org; Maciejewski, Jason; Munzel, Daniel J.; Yates, Loren; Yates, Loren  
**Subject:** Amended DAFD Interlocal Agreement  
**Attachments:** 2011-11-22 DAFD Approved Mtg Minutes.pdf; Dexter Township Concurrent Resolution-DAFD Amended Interlocal Agreement.pdf; Dexter Village Concurrent Resolution-DAFD Amended Interlocal Agreement.pdf; Webster Township Concurrent Resolution-DAFD Amended Interlocal Agreement.pdf; 2011-12-31 Amended DAFD Interlocal Agreement - Redline Copy.pdf; 2011-12-31 Amended DAFD Interlocal Agreement - Clean Copy.pdf

Ladies and Gentlemen:

The Dexter Area Fire Department (DAFD) Board voted to approve and recommend an amendment to the current DAFD Interlocal Agreement on November 22, 2011. Per direction of the Board, I am forwarding related documents for review and action by your Board/Council. Your prompt action is appreciated.

Page 2 and 3 of the attached DAFD Board minutes describes the proposed amendments and their purpose. For ease of review, I've attached a "red-line" copy of the amended Interlocal with deletions shown in ~~striketrough red text~~ and additions shown in **bold red underlined text**. A "clean copy" of the amended agreement is also attached. Note that the effective date of the proposed amendment is retroactive. The reason for this is so runs from the newly added Portage Lake service area in Dexter Township could be counted in the cost allocation for the 2012 DAFD budget.

The Interlocal Agreement requires concurrent approving resolutions of all parties to be passed prior to formal approval of an amendment to the agreement. Copies of proposed resolutions for each entity are attached. I used the resolutions to approve the original agreement as a template for the new resolutions.

If you have further questions concerning the amended Interlocal Agreement, please contact me or your DAFD Board representative(s). If needed, I am happy to provide "editable" versions of any of the attached files.

Respectfully,  
Pat

Pat A. Kelly | Dexter Township Supervisor | 6880 Dexter-Pinckney Rd | Dexter, MI 48130 | 734.426.3838 office  
| 734.475.2628 home | 734.260.5875 cell |

DEXTER TOWNSHIP  
DEXTER VILLAGE  
WEBSTER TOWNSHIP  
WASHTENAW COUNTY  
STATE OF MICHIGAN

CONCURRENT RESOLUTION

A RESOLUTION TO AUTHORIZE THE VILLAGE OF DEXTER TO CONDITIONALLY ENTER INTO AN AMENDED INTERLOCAL AGREEMENT KNOWN AS THE "DEXTER AREA FIRE DEPARTMENT".

Minutes of a \_\_\_\_\_ meeting of the governing body of the Village of Dexter (hereinafter "Public Agency") held on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, at \_\_\_\_\_ a.m./p.m. at its office located in the Public Agency, Washtenaw County, State of Michigan.

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_  
\_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_

WHEREAS, the Public Agency is authorized by State law to provide for fire protection, establish and maintain a fire department [(PA 3 of 1895 as amended by PA 119 of 1954 and PA 4 of 1974) or (PA 246 of 1945 as amended by PA 39 of 1963; PA 33 of 1951 as amended by PA 221 of 1955; PA 105 of 1966; PA 365 of 1982)] and is authorized by State law to join with another municipality for ambulance and inhalator service in connection with fire protection service (PA 163 of 1968); and

WHEREAS, the Public Agency, pursuant to the Urban Cooperation Act (PA 7 of 1967 extra session) is authorized by State law to exercise jointly with a village or township any power, privilege or authority which the Public Agency has in common and which might be exercised separately by a village or township and for these purposes may enter into an interlocal agreement to establish and maintain and operate a fire department and appropriate monies therefor from general or contingent funds, and/or specially assess the costs thereof against the lands benefitted thereby in their respective jurisdictions (PA 7 of 1967 extra session, PA 33 of 1951 as amended by PA 365 of 1982); and

WHEREAS, it is the sense of the governing body of the Public Agency that it is in the best interest of its citizens to jointly establish and maintain a fire department and to make certain transfers of functions and responsibilities and enter into the Interlocal Agreement know as the "DEXTER AREA FIRE DEPARTMENT", copy attached hereto:

NOW, THEREFORE BE IT RESOLVED:

1. The governing body of the Public Agency approves the terms and conditions of the Amended Interlocal Agreement known as the "DEXTER AREA FIRE DEPARTMENT," copy attached hereto, and authorizes its President to sign and enter into said Agreement on behalf of the Public Agency, provided that all the Parties to the Agreement attached hereto have adopted a resolution approving the Agreement attached hereto.
2. The effective date of the Amended Agreement attached hereto shall be December 31, 2011.
3. That the Clerk of the Public Agency is directed to mail a certified copy of this Resolution to Loren Yates, Chief, Dexter Area Fire Department Administrative Board, 8140 Main Street, Dexter, Michigan 48130.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED

\_\_\_\_\_  
CLERK OF THE PUBLIC AGENCY

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Public Agency at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
CLERK OF THE PUBLIC AGENCY

## **DEXTER AREA FIRE DEPARTMENT INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT is entered into by and between the VILLAGE OF DEXTER, DEXTER TOWNSHIP, ~~LIMA TOWNSHIP~~ and WEBSTER TOWNSHIP (hereinafter referred to individually as "PUBLIC AGENCY") all being Michigan municipal corporations in the County of Washtenaw, Michigan in consideration of the undertaking of the Public Agencies unto each other.

WITNESSETH:

WHEREAS, each Public Agency is authorized by state law to exercise jointly with each other public agency any power, privilege or authority which said agencies share in common and which each might exercise separately (1967 Ex Sess P.A. 7: MCL 124.501 et. seq., MSA 5.4088 (1) et. seq.; 1951 P.A. 35, MCL 124.1 et. seq.; MSA 5.4081 et. seq.); and

WHEREAS, a village is authorized by state law to provide for fire protection, establish and maintain a fire department (1985 P.A. 3, Chapters VII and X, as amended, MCL 67.1 et. seq., MSA 5.1285 et. seq.; MCL 70.1 et. seq., MSA 5.1397 et. seq.) and a general law township is authorized by state law to provide for fire protection, establish and maintain a fire department (1945 P.A. 246 as amended, MCL 41.181, MSA 5.45 (1); 1951 P.A. 33 as amended, MCL 41.801 et. seq., MSA 5.2640 (1) et. seq.); and

WHEREAS, the Public Agencies, acting jointly, are authorized by state law to enter into an interlocal agreement to establish, maintain and operate a fire department and appropriate monies therefore from general or contingent funds, and/or specially assess the costs thereof against the lands benefited thereby in their respective jurisdictions (1967 EX Sess P.A. 7, as amended, MCL 124.501 et seq., MSA 5.4088 (1) et seq.; 1951 P.A. 33, MCL 41.801 et seq., MSA 5.2640 (1) et seq.); and

WHEREAS, the Public Agencies are authorized to operate an ambulance service and enter into interlocal agreement to furnish such service and defray all or part of its cost by either collecting fees for service or levying special assessments with voter approval, and such service may be in connection with fire protection service (MCL 333.20346, MSA 14.15 (20346); MCL 41.711, MSA 5.160); and

WHEREAS the Public Agencies deem it to be in the best interests of their citizens to jointly establish and maintain a fire department, and to make certain transfers of functions and responsibilities and enter into an interlocal agreement on the terms and conditions and hereinafter set forth, under the authority of said statutes;

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

#### **ARTICLE I - PURPOSE**

There is hereby established by concurrent resolution of the Public Agencies hereto a fire department which shall be known as the DEXTER AREA FIRE DEPARTMENT (hereinafter "Department"). The center of operations and control of the Department shall be located in the Village of Dexter and substation(s) being subsidiary thereto. The Department shall have the functions and responsibilities for providing such fire fighting and extinguishing protection, to include without limitation, hazardous materials transportation emergencies, and such rescue, extraction and emergency medical treatment as shall be necessary or proper to protect the persons and property within the Public Agencies in accordance with the provisions hereinafter set forth.

#### **ARTICLE II – SERVICE AREA**

The geographical area to be serviced by this agreement is set forth in Exhibit "A", attached hereto and made a part hereof. The Fire Administration Board shall be authorized to amend the geographical area to be serviced, provided that such amendment is consented to by the Public Agency in which the geographical area is situated.

*(Note that a new Exhibit "A" showing boundaries consisting of the entirety of Dexter Village, the entirety of Webster Township and the Entirety of Dexter Township excepting Section 31 and portions of Section 32 will be attached. All of Lima Township has been excluded from the new Exhibit "A" map.)*

#### **ARTICLE III – SEPARATE ENTITY**

1. Fire Administration Board. The Department shall be governed by the Fire Administration Board (hereinafter "Board") and shall be a public body separate from the Public Agencies hereto. The board shall administer the Department in accordance with this agreement and execute the common powers hereinafter set forth.
2. Privileges and Immunities. Unless otherwise provided under state law, all of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, all pensions, relief, disability, workman's compensation and other BENEFITS which apply to the activity of officers, agency or employees of any public agency or employees of any public agency when performing their respective functions within the territorial LIMITS for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement. Nothing contained herein shall relieve a Public Agency hereto of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one (1) or more of the Public Agencies hereto or the entity created hereby in which case the performance may be offered in satisfaction of the obligation or responsibility.

3. Membership, Meeting, Voting Compensation, By-laws. The Board shall consist of two (2) members from each Public Agency and one (1) member appointed by the board as hereinafter provided. The governing body of each Public Agency shall appoint two (2) members to the Board for terms of six (6) years, except the first member appointed shall be appointed for a four (4) year term. Members appointed by a Public Agency shall be residents of the appointing Public Agency. The Board, at its first meeting, shall, by resolution approved by a majority of its members, appoint one (1) member who shall be a resident of a participating Public Agency and shall serve for a six (6) year term. A member of the Board shall not be an employee of a fire department of a participating Public Agency. The members of the Board shall serve without compensation, but shall be reimbursed by the Board for actual and necessary expenses incurred in the performance of Board duties. A vacancy on the Board shall be filled by the original appointing governing body for the remainder of the unexpired term. Members of the Board may be removed by the appointing body. The members shall annually elect a chairperson, a vice-chairperson and a secretary-treasurer from the Board membership.

The Board shall hold regular meetings once every ~~two (2) months~~ month and special meetings as necessary at times as it determines. The Board shall adopt its own rules of procedure and shall keep a record of its proceedings. A majority of the members constitute a quorum for the transaction of business and the affirmative vote of a majority of all the members shall be necessary for the adoption of a motion or resolution. The business which the Board may perform shall be conducted at a public meeting of the Board held in compliance with Act No. 266 of the Public Acts of 1976, as amended. Public Notice of the time, date and place of the meeting shall be given in the manner required by the Act No. 266 of the Public Acts of 1976, as amended.

A writing prepared, owned, used, in the possession of, or retained by the board in the performance of an official function shall be made available to the public in compliance with Act No. 442 of the Public Acts of 1976, as amended. The Village of Dexter shall provide to the Board, for a period of not less than one (1) year from the effective date of this Agreement, such administrative services as are necessary or proper to operate the Department. Such expense so incurred by the Village of Dexter shall be deemed an operating expense of the Department.

#### **ARTICLE IV - POWERS**

In addition to the other powers contained herein, and unless otherwise provided by state law, the Board shall have the power to establish and maintain a fire department and to provide for rescue and emergency medical treatment; to organize and maintain fire companies; to employ and appoint a chief and such firemen and officers as shall be required for the proper and efficient operation and maintenance of the Department; to make and establish rules and regulations for the government of the Department, employees, firemen and officers thereof and for the care and management of the engines, apparatus, property and buildings pertaining to the Department, and for the prescribing of

the powers and duties of such employees, officers and firemen. The Board may contract with the Township board or legislative body of any township, city or village which maintains a fire department for the service thereof or for the care, maintenance and operation of said apparatus and equipment by the fire department of such township, city or village, upon such terms as may be agreed upon and may contract with the legislative body of any village which does not maintain a fire department to furnish fire protection to the village upon such terms as may be agreed upon. The Board may in its own name make and enter into contracts to employ agencies or employees, to acquire, construct, manage, maintain or operate buildings, works or improvements, to acquire, hold or dispose of property, incur debts, liabilities or obligations of any parties to this Agreement. The Board shall not possess the power or authority to levy any type of tax within the service area, as defined in Article II herein, or to issue any type of bond in its own name, or in any way indebted a Public Agency hereto.

#### **ARTICLE V - PROPERTY**

The Public Agencies hereto agree that the existing equipment of the Dexter Village Fire Department, to include without limitation, those items set forth in Exhibit "B" and made a part hereof, shall be the property of the Department free and clear of any right, claim, or interest of any Public Agency hereto and, any right, duty, obligation, liability or debt owed to others by the Village of Dexter on behalf of the Dexter Village Fire Department, as set forth Exhibit "C" and made a part hereof, shall constitute a right, duty, obligation, liability or debt owed by the Department. Any property, real, personal or mixed acquired by the Department from the effective date of this agreement shall be the property of the Department for the duration of this agreement a portion of the premises commonly known as 8140 Main, Dexter Village, Washtenaw County, Michigan upon such terms and conditions as contained in Exhibit "D" and made a part hereof.

#### **ARTICLE VI – TRANSFER OF EMPLOYEES**

Such employees as are on the date hereof employed by the Village of Dexter for the Dexter Village Fire Department shall be transferred to and appointed as employees of the Department subject to all rights and benefits. These employees shall be given seniority credits, sick leave, vacation, insurance and pension credits in accordance with the records or labor agreements of the Village of Dexter. Members and beneficiaries of any pension or retirement system or other benefits established by the acquired system shall continue to have rights, privileges, benefits, obligations and status with respect to such established system. No employee who is transferred to the Department shall by reason of such transfer be placed in any worse position with respect to workmen's compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance or any other benefits that he/she enjoyed as an employee of the Village of Dexter.

#### **ARTICLE VII – DEXTER FIREMAN'S ASSOCIATION**

It shall be the policy of the Department to recognize the valuable services performed by its volunteer firemen, and to that end the Board may refer any policy decision to the

DEXTER FIREMEN'S ASSOCIATION for its review and recommendation prior to the Board's acting thereon.

#### **ARTICLE VIII – SUBSTATION(S)**

Substations(s), except for existing buildings may be built by the Department at locations determined by vote of the Board in the area of greatest need or by a Public Agency. Substations may be equipped by the Department or the Public Agency and shall be operated by the Department. In the event a Public Agency with a substation owned by the Department wishes to withdraw from the Agreement the Public Agency will purchase the building from the Department at a price determined by a Board approved appraisal firm. The disposition of Department owned equipment will be determined by vote of the Board.

#### **ARTICLE IX – SERVICE FEE**

1. In consideration of the covenants herein, the Public Agencies hereto agree to pay the Department in quarterly installments on the last day of March, June, September and December an amount as hereinafter set forth. The Department shall submit to each public Agency hereto a statement of quarterly amount due on or before the First (1<sup>st</sup>) day of March, June, September and December. The Department shall determine the amount due from each Public Agency to which the Department is rendering fire, rescue or emergency medical service, excluding mutual aid agreements, in accordance with the following:
2. Definitions as used in this Agreement:
  - (a) "Main Station" means the facilities of the Department located in the Village of Dexter from which vehicles are dispatched to respond to a fire, rescue or emergency medical treatment call.
  - (b) "Substation" means the facilities of the Department, other than the main station from which vehicles are dispatched to respond to a fire, rescue or emergency medical treatment call.
  - (c) "Fiscal year" shall be the period from and including January 1 to and including December 31 of each year.
  - (d) "Department Budget" (DB) is the current fiscal year budget for the Department as established by the Board. The Public Agencies shall make payment in advance for services rendered by the Department.
  - (e) "Department Net Expenditure" (DNE) means the Department's actual operating, administration and maintenance expenditures; department use fees (DUF), and including miscellaneous revenues received by the Department. Department net expenditure (DNE) shall include contributions to a Capital Replacement Fund and/or acquisition of all assets by the Department during the current fiscal year.

The Board may accumulate a budget reserve not to exceed ten (10%) percent of the then department net expenditure (DNE), excluding Capital Replacement Funds and accumulated funds for purchase of non-replacement property. Department net expenditures shall be computed as of December 31 of each fiscal year and shall include the period to and including January 1 of that fiscal year.

(f) "Department Run" (DR) is the act of responding to a call for service. ~~the Department dispatching one (1) or more vehicles from the main station, or combination main station and substation(s), to respond to a fire, rescue or emergency medical treatment call.~~ If Department coverage of additional service area is requested by a Public Agency and approved by the Board, the average of the previous three years' runs to the new service area shall be used as "Department Runs" for the purpose of determining "Department Run-Ratio" under this agreement.

(g) "Mutual Aid Run" (MAR) is the act of the Department dispatching one (1) or more vehicles from the main station, substation(s), or a combination main station and substation(s) to respond to a fire, rescue or emergency medical treatment call outside of the service area as set forth in Article II herein.

(h) "Department User Fee" (DUF) means a service charge assessed pursuant to Article XI of this Agreement for a department run (DR).

(i) "Department Run-Ratio" (DRR) means the number of department runs (DR), excluding mutual aid runs (MAR) divided into the number of runs made to each Public Agency (DRPA). The Department run-ratio shall be computed as of December 31 of each fiscal year and shall include the period to and including January 1 of that fiscal year. This department run ratio (DRR) shall be the run-ratio used for each Public Agency during the four (4) quarters of the successive year.

$$\text{DRR Formula: } \frac{\text{DRPA}}{(\text{DR-MAR})} = \text{DRR}$$

(j) "Total Amount Previously Paid" (TAPP) is the sum of the amount paid to the Department per Public Agency during the four (4) quarters of the previous year.

3. The Public Agencies hereto shall pay to the Department, as compensation for services rendered by the Department, a service fee computed in accordance with the following formula:

(a) Quarterly Installment: June, September and December =  $[.25 * DB * DRR]$

(b) Quarterly Installment: March =  $[(DNE * DRR) - TAPP]$

4. The Department is authorized to accept gifts, grants, assistance funds or bequests and, unless otherwise provided, shall benefit each Public Agency hereto in accordance with the department run-ratio (DRR) for each Public Agency hereto in the year received.
5. The Department is authorized to make claim for federal or state aid payable to the Department and, unless otherwise provided, shall benefit each Public Agency hereto in accordance with the department run-ratio (DRR) for each Public Agency hereto in the year received.
6. The Board shall annually determine the amount to be paid into the Capital Replacement Fund pursuant to the department budget (DB). The amount so established shall be based upon the realistic useful life of the property of the Department and its estimated replacement costs on its projected date of purchase.
7. The department budget (DB) shall be prepared in accordance with the UNIFORM BUDGET MANUAL FOR LOCAL UNITS OF GOVERNMENT IN MICHIGAN published by the State of Michigan, Department of Treasury.

Complete financial records shall be kept by the Board and shall be available for inspection by interested parties in the office of the Department during regular office hours. The financial statements of the Department shall be audited annually by an independent public accountant. The audit shall be performed in accordance with generally accepted auditing standards and shall include tests of accounting records, and such other auditing procedures as deemed appropriate by the auditor. The Board shall submit to each Public Agency hereto an audit statement to include the expression of the auditor's opinion on whether the financial statements present fairly the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles consistently applied. Additional information to be presented shall include computation of run ratios and be certified as fairly stated in relation to the financial statements taken as a whole.

8. Expenses incurred by any Public Agency hereto for the formation or development of the entity created herein shall be reimbursed by the Department and such liability shall be deemed an operating expense in the first department budget (DB).

#### **ARTICLE X – FIRE CODE**

Unless otherwise provided for under state law, the Board shall adopt by resolution such proposed ordinances as it shall deem necessary to guard against the occurrence of fires and to protect the property and persons of the citizens against damage and accident resulting therefrom. Such proposed ordinances may be adopted from any standard fire prevention code which has been promulgated by the state or by any department, board or agency thereof, or by any national organization or association which is organized and conducted for the purpose of developing such codes. Any Public Agency so adopting

such ordinance may publish by reference in accordance with MCL 41.805; MSA 5.2640 (5).

#### **ARTICLE XI – STANDARDS**

The Department shall maintain such standards, to include training, performance and equipment as shall be required by the State of Michigan. Unless otherwise provided by state law, such standards shall be deemed minimum standards and nothing contained herein shall prohibit the Department from establishing more stringent standards.

#### **ARTICLE XII –INDEMNIFICATION/INSURANCE**

The Department shall indemnify, defend and save the Public Agencies hereto harmless from any and all claims for personal injury, property damage or otherwise resulting from or arising out of, or which are incidental to the functions or responsibilities herein transferred to the Department or arising out of, from or incidental to the operation of the Department. The Board shall keep effective from the effective date of this agreement until termination of this agreement, an insurance policy insuring the Department and the Public Agencies hereto, as additional insured parties, against said liability. A certificate evidencing the same shall be delivered to the Public Agencies hereto forthwith. Such certificates shall be provided that the insurance evidenced thereby will not be canceled before the expiration date thereof unless notice is given to the Public Agencies hereto at least thirty (30) days prior to the effective date of such cancellation.

#### **ARTICLE XIII – TERMINATION**

1. This Agreement shall become effective upon the date as set forth in Article XVI herein and shall continue and remain in effect until terminated by mutual agreement of all the parties hereto. In the event of such termination, the Village of Dexter shall receive in an “as is” condition such assets as set forth in Exhibit “B” which are possessed by the Department on the date of termination, free and clear of any claim, right or interest of the Department or any party hereto. Such other assets of the department shall be divided among the parties hereto in proportion of the aggregate amounts received from each party hereto pursuant to the department budget (DB) from and after the effective date of this Agreement.
2. Any party hereto may withdraw from this Agreement by written notice of withdrawal served upon each other party hereto by certified mail, whereupon this Agreement shall, as to that withdrawing party, terminate not less than one (1) year from the date of said notice. ~~The party withdrawing shall have no interest, claim or right to any asset, real, personal or mixed of the Department except as listed in Article VIII Substations.~~
3. ~~Any party hereto who for any reason fails, refuses or neglects to make payment to the Department, as herein provided, shall be served with a written notice of intent to terminate service sent by certified mail to the delinquent Public Agency forty five (45) days from the date of Quarterly installment.~~

Notice of such termination shall be published in a newspaper of general circulation in the delinquent Public Agency stating that if payment from the delinquent Public Agency is not received within thirty (30) days from the date of publication, the Department shall terminate all services to the delinquent Public Agency. A Public Agency so terminated shall have no interest, claim or right to any asset, real, personal or mixed of the Department. Any party hereto who for any reason withdraws or is terminated shall have no interest, claim or right to any asset, real, personal or mixed of the Department except as listed in Article VIII – Substations.

#### ARTICLE XIV – MODIFICATION

This Agreement may be amended by mutual consent and concurrent resolution of all the Public Agencies hereto.

#### ARTICLE XV – EFFECTIVE DATE

This Interlocal Agreement shall take effect upon a date set forth in a Concurrent Resolution adopted by the governing body of each Public Agency hereto. In the event that one (1) or more Public Agencies does not adopt said Concurrent Resolution approving this Agreement, then this Agreement shall not take effect and shall be null and void. This Interlocal Agreement shall be filed with the County Clerk for the County of Washtenaw, Michigan and with the Secretary of State prior to the effective date of this Agreement.

Effective Date April 1, 1985

Amended November 18, 1997

Amended December 6, 1999

Amended December 31, 2011

#### ARTICLE XVI – BINDING AGREEMENT

The provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto, if any there be. By executing this Agreement, the officer of each of the parties hereto affirm and attest that the governing body they represent has adopted a concurrent resolution approving the terms and conditions of this Agreement. IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their fully authorized representatives and have executed ten (10) copies of the Agreement.

WITNESS

VILLAGE OF DEXTER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

DEXTER TOWNSHIP

---

---

WEBSTER TOWNSHIP

---

# DEXTER AREA FIRE DEPARTMENT 2012 BUDGET WORKSHEET

	Jan - Oct 11	Original Budget	Amended Budget	% Remaining	2012 Req Budget	% Inc(Dec)
<b>Income</b>						
1628 · CHARGE FOR SERVICE/WEBSTER TW	407,509.50	407,510.00	407,510.00	0.0%	452,779.00	11.11%
1629 · CHARGE FOR SERVICE/DEXTER TWP	213,426.66	256,113.00	256,113.00	16.67%	360,572.00	40.79%
1631 · CHARGE FOR SERVICE/MILL DEX	368,400.00	368,400.00	368,400.00	0.0%	439,017.00	19.17%
1640 · CONTRACTS - CAFA	58,725.00	58,725.00	58,725.00	0.0%	58,725.00	0.0%
1641 · DEXTER TWP CONTRACT	72,500.00	87,000.00	87,000.00	16.67%		(100.0%)
1642 · GOVERNMENT GRANTS	58,192.00	67,198.00	67,198.00	13.4%		(100.0%)
1643 · DONATIONS - PRIVATE	0.00	400.00	400.00	100.0%	200.00	(50.0%)
1665 · INTEREST INCOME	71.09	200.00	200.00	64.46%	100.00	(50.0%)
1670.10 · HAZMAT REIMBURSEMENT	1,870.00				2,500.00	
1671 · MISCELLANEOUS/SUNDRY INCOME	3,863.21	5,849.00	5,849.00	33.95%	2,650.00	(54.69%)
1673 · INSURANCE REIMBURSEMENTS	13,898.98					
<b>Total Income</b>	<b>1,198,456.44</b>	<b>1,251,395.00</b>	<b>1,251,395.00</b>	<b>4.23%</b>	<b>1,316,543.00</b>	<b>5.21%</b>
<b>Expense</b>						
1700 · PAYROLL-FULL TIME	293,982.36	375,510.00	375,510.00	21.71%	418,338.00	11.41%
1700.01 · PAYROLL- FULL TIME OVERTIME	123,621.16	60,000.00	60,000.00	(106.04%)	65,000.00	8.33%
1700.02 · EMPLOYEE BENEFITS- INSURANCE	111,639.93	145,950.00	145,950.00	23.51%	160,000.00	9.63%
1700.03 · EMPLOYEE BENEFITS- RETIREMENT	30,315.20	37,000.00	37,000.00	18.07%	41,000.00	10.81%
1700.05 · HOLIDAY PAY	3,734.40	24,100.00	24,100.00	84.5%	27,600.00	14.52%
1700.06 · SICK-TIME BONUS	6,988.62	9,230.00	6,989.00	0.01%	9,230.00	32.06%
1700.09 · SPECIALTY PAY	6,599.88	10,400.00	10,400.00	36.54%	10,400.00	0.0%
1700.10 · LONGEVITY BONUS	2,750.00	2,750.00	2,750.00	0.0%	2,750.00	0.0%
1700.12 · CONTRACT - PAY DOWN	60,145.44	60,165.00	60,165.00	0.03%	6,100.00	(89.86%)
1701 · PAYROLL-PAID ON CALL	47,408.00	78,000.00	69,469.00	31.76%	78,000.00	12.28%
1702 · SOC SEC & MED EXPENSE	42,675.89	47,442.00	47,442.00	10.05%	47,400.00	(0.09%)
1703 · TRAINING	3,086.65	4,000.00	4,000.00	22.83%	7,200.00	80.0%
1704 · TRAINING-CHIEF	0.00	500.00	500.00	100.0%	500.00	0.0%
1720 · ACCOUNTING SERVICE	4,000.00	5,200.00	5,200.00	23.08%	5,400.00	3.85%
1730 · PROFESSIONAL SERVICES	0.00	3,000.00	3,000.00	100.0%	5,000.00	66.67%
1740 · LEGAL SERVICES	175.04	500.00	500.00	64.99%	500.00	0.0%
1760 · AUDIT	3,600.00	3,600.00	3,600.00	0.0%	3,600.00	0.0%
1775 · INSURANCE, VEHICLE/PROPERTY	42,604.00	39,000.00	42,604.00	0.0%	44,000.00	3.28%
1780 · WORKERS' COMP. EXPENSE	21,858.00	19,000.00	21,858.00	0.0%	24,000.00	9.8%

# DEXTER AREA FIRE DEPARTMENT 2012 BUDGET WORKSHEET

	Jan - Oct 11	Original Budget	Amended Budget	% Remaining	2012 Req Budget	% Inc(Dec)
1790 · DISPATCH	16,575.42	14,600.00	18,903.00	12.31%	17,500.00	(7.42%)
1800 · SUPPLIES, PRINTING, POSTAGE	785.81	1,000.00	1,000.00	21.42%	1,200.00	20.0%
1815 · DUES & MEMBERSHIPS	2,123.84	3,000.00	3,000.00	29.21%	3,200.00	6.67%
1816 · DUES - FITNESS CENTER	2,500.00	2,500.00	2,500.00	0.0%	2,500.00	0.0%
1820 · OPERATING SUPPLIES	6,498.05	8,000.00	8,000.00	18.77%	8,500.00	6.25%
1830 · COMPUTER SUPPORT	0.00	1,000.00	1,000.00	100.0%	2,200.00	120.0%
1840 · QUARTERS	2,361.71	2,500.00	2,500.00	5.53%	6,500.00	160.0%
1850 · RENT-BUILDING	19,358.00	21,000.00	21,000.00	7.82%	22,000.00	4.76%
1860 · UTILITIES	7,129.03	5,700.00	5,700.00	(25.07%)	7,500.00	31.58%
1870 · COMMUNICATIONS	9,485.92	13,000.00	13,000.00	27.03%	13,000.00	0.0%
1895 · EQUIPMENT RENTAL	2,367.49	3,100.00	3,100.00	23.63%	3,500.00	12.9%
1910 · MEDICAL EXPENSE	520.48	2,500.00	2,500.00	79.18%	3,500.00	40.0%
1911 · MEDICAL SUPPLIES & LICENSES	0.00	0.00	0.00		4,500.00	100.0%
1920 · FT CLOTHING ALLOWANCE	3,966.50	4,500.00	4,500.00	11.86%	5,800.00	28.89%
1930 · POC CLOTHING ALLOWANCE	1,403.18	3,000.00	3,000.00	53.23%	11,000.00	266.67%
1940 · MISCELLANEOUS	118.19	500.00	500.00	76.36%	500.00	0.0%
1956 · TRAVEL	637.22	750.00	750.00	15.04%	750.00	0.0%
1960 · FUEL	14,481.55	13,000.00	13,000.00	(11.4%)	16,000.00	23.08%
1960.10 · VEHICLE ALLOWANCE- CHIEF	5,250.00	6,300.00	6,300.00	16.67%	6,300.00	0.0%
1962 · VEHICLE REPAIRS	31,428.41	23,000.00	23,000.00	(36.65%)	26,000.00	13.04%
1964 · PREVENTATIVE MAINTENANCE	4,006.32	4,000.00	4,007.00	0.02%	7,500.00	87.17%
1966 · EQUIPMENT REPAIRS	1,922.76	2,500.00	2,500.00	23.09%	3,000.00	20.0%
1968 · RADIO REPAIR AND MAINTENANCE	2,088.97	2,500.00	2,500.00	16.44%	4,500.00	80.0%
1970 · PUBLIC EDUCATION	0.00	0.00	0.00		1,500.00	100.0%
1983 · GRANTS & DONATIONS EXP	46,974.48	70,198.00	70,198.00	33.08%		(100.0%)
1984 · CAPITAL OUTLAY/FIRE FT EQUIP	2,757.56	14,000.00	14,000.00	80.3%	14,000.00	0.0%
1985 · CAPITAL OUTLAY/COMMUNICATIONS	0.00	2,500.00	2,500.00	100.0%	2,500.00	0.0%
1996.10 · TRANSFER TO DEBT SERVICE	101,337.85	101,400.00	101,400.00	0.06%	101,400.00	0.0%
<b>Total Expense</b>	<b>1,091,263.31</b>	<b>1,251,395.00</b>	<b>1,251,395.00</b>	<b>12.8%</b>	<b>1,252,368.00</b>	<b>0.08%</b>
<b>Net Income</b>		<b>0.00</b>	<b>0.00</b>			

MUNICIPALITY	2008	%	2009	%	2010	%	2011 YTD	2011 ACTUAL	%	% Change
Dexter Village	259	-97.74%	287	-112.11%	292	-90.40%	319	319	35.05%	9.25%
Dexter Township	202	-76.23%	155	-60.55%	203	-62.85%	262	262	28.79%	29.06%
Lima Township	94	-35.47%	84	-32.81%	78	-24.15%	0	0		-100.00%
Webster Township	265	-100.00%	256	-100.00%	323	-100.00%	329	329	36.15%	1.86%
Mutual Aid	77	8.58%	65	7.67%	87	8.85%	76	76	7.71%	-12.64%
<b>TOTAL RUNS</b>	<b>897</b>		<b>847</b>		<b>983</b>		<b>986</b>	<b>986</b>	<b>100.00%</b>	

DAFD Budget      \$998,600      \$1,251,396      2012 Recommended      \$1,252,368

	2011	% Change	2012	Amount
<b>ANNUAL AMOUNT</b>				
Dexter Village	\$368,400	19.17%		\$439,017
Dexter Township	\$256,113	40.79%		\$360,572
Lima Township	\$0	#DIV/0!		\$0
Webster Township	\$407,510	11.11%		\$452,779

	2011	% Change	2012	Amount
<b>QUARTERLY</b>				
Dexter Village	\$92,100.00	19.17%		\$109,754
Dexter Township	\$64,028.25	40.79%		\$90,143
Lima Township	\$0.00	#DIV/0!		\$0
Webster Township	\$101,878.00	11.11%		\$113,195



**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

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

**MEMO**

**To: Council Members**  
**From: President Keough & Courtney Nicholls, Assistant Village Manager**  
**Date: February 22, 2012**  
**Re: Regional Fire Support Resoluitou**

Provided for your review is a draft resolution of support for the interlocal agreement for fire and rescue services with Scio Township, Dexter Township, Webster Township and the Village. Adoption of this resolution would not be the final vote on the interlocal; it is intended to show that the Village supports the draft in its current concept.

Also included for your review are the documents that were handed out at the January 16, 2012 roundtable meeting. These include the:

- Draft Interlocal Agreement
- Transition Plan
- Frequently Asked Questions

The final attachment is a letter that was distributed by the Regional Fire Committee to Webster Township's Board in response to their questions at the January 16, 2012 meeting.



Village of Dexter  
County of Washtenaw, State of Michigan

RESOLUTION TO SUPPORT THE CONCEPTUAL INTERLOCAL AGREEMENT FOR  
FIRE AND RESCUE SERVICES WITH SCIO TOWNSHIP, DEXTER TOWNSHIP,  
WEBSTER TOWNSHIP AND THE VILLAGE OF DEXTER

Minutes of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, Michigan (the "Village"), held on \_\_\_\_\_ at 7:30 o'clock p.m., Eastern Standard Time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_,

Whereas, the Village of Dexter has been participating in meetings since September 2009 with Dexter Township, Webster Township and Scio Township with the goal of examining the idea of forming a larger regional fire department, and

Whereas, the committee has determined that by joining the fire departments currently serving the communities to form a larger regional department an increase in operational efficiency and service level to residents of all four communities will be achieved; and

Whereas, an interlocal agreement has been drafted by the committee, and

Whereas, a meeting involving all four municipalities was held on January 16, 2012 to discuss the interlocal agreement,

Now therefore be it resolved, that the Village of Dexter supports the regionalization effort and the draft interlocal agreement.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

---

Clerk, Village of Dexter



**INTERLOCAL AGREEMENT**

CREATING THE

**MID-WASHTENAW FIRE DEPARTMENT**

(a Michigan public body corporate)

*current proposed name*

*Washtenaw Fire and Rescue*

BETWEEN AND AMONG

**DEXTER TOWNSHIP**

(a Michigan general law township)

AND THE

**VILLAGE OF DEXTER**

(a Michigan general law village)

AND

**SCIO TOWNSHIP**

(a Michigan general law township)

AND

**WEBSTER TOWNSHIP**

(a Michigan general law township)

D

R

A

F

T

The following recitals are made regarding this interlocal agreement between the Township of Dexter, Washtenaw County, Michigan ("Dexter Township"), the Village of Dexter, Washtenaw County, Michigan ("Village"), the Township of Scio, Washtenaw County, Michigan ("Scio Township"), and the Township of Webster, Washtenaw County, Michigan ("Webster Township"):

Political subdivisions of the State of Michigan have been authorized by the People of the State of Michigan to enter into agreements for the performance, financing, and execution of governmental functions through Section 5 of Article III of the State Constitution of 1963.

The People of the State of Michigan, through Section 28 of Article VII of the State Constitution of 1963, have required the Michigan Legislature to authorize 2 or more counties, townships, cities, villages, or districts to, among other things: (1) enter into contracts, including with the State, for the joint administration of functions or powers; (2) share costs and responsibilities; (3) transfer functions or responsibilities; (4) cooperate; and (5) lend their credit in connection with any publicly owned undertaking.

The Michigan Legislature has implemented Section 5 of Article III of the State Constitution of 1963 and Section 28 of Article VII of the State Constitution of 1963 by enacting the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512 ("Act"). Under the Act, a public agency may jointly exercise with any other public agency any power, privilege, or authority that the agencies share in common and that each might exercise separately. An agreement between 1 or more public agencies under the Act may provide for a separate legal or administrative entity, which must be a public body corporate or politic, to administer or execute the agreement.

As townships, Dexter Township, Scio Township, and Webster Township are authorized to provide fire protection and emergency response services, related health or safety services, and establish and maintain a fire department under Michigan law, including, but not limited to, 1945 PA 246, MCL 41.181 to 41.187, and 1951 PA 33, MCL 41.801 to 41.813. The Village is authorized to provide fire protection and emergency response services, related health or safety services, and establish and maintain a fire department under Michigan law, including, but not limited to, The General Law Village Act, 1895 PA 3, MCL 61.1 to 75.12. Dexter Township, Scio Township, Webster Township, and the Village each seeks to cooperate with the other to further coordinate, enhance, and improve the provision of fire protection and emergency response services and related health or safety services by entering into this interlocal agreement.

Dexter Township, Scio Township, Webster Township, and the Village intend to achieve their goal by creating a separate legal entity named the Mid-Washtenaw Fire Department ("Department"). Under this interlocal agreement, Dexter Township, Scio Township, Webster Township, and the Village each agree that the Department will administer or execute the joint powers, duties, functions, responsibilities, and authority possessed by Dexter Township, Scio Township, Webster Township, and the Village as necessary to provide efficient and effective fire protection and emergency response services and related health or safety services.

Accordingly, Dexter Township, Scio Township, Webster Township, and the Village agree to the following terms and conditions:

D  
R  
A  
F  
T

ARTICLE I

DEFINITIONS

**Section 1.01. Definitions.** As used in this interlocal agreement:

(a). "Act" means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

(b). "Agreement" means this interlocal agreement between and among Dexter Township, Scio Township, Webster Township, and the Village.

(c). "DAFD Participant" means a Party that also is a participating Public Agency on the Effective Date in the interlocal agreement, as amended, which was originally entered into under the Act to establish the Dexter Area Fire Department and approved on March 26, 1985, by the authorized representatives of the Village of Dexter, Dexter Township, Scio Township, Webster Township, and the Township of Lima, Washtenaw County, Michigan.

(d). "Department" means the Mid-Washtenaw Fire Department, a separate legal entity and public body corporate created under Article III of this Agreement.

(e). "Department Run" means the act of the Department responding with 1 or more vehicles to provide Emergency Services within the Service Area.

(f). "Dexter Area Fire Department" or "DAFD" means the public body corporate and established under an interlocal agreement, as amended, which was originally entered into under the Act on March 26, 1985, by the authorized representatives of the Village of Dexter, Dexter Township, Scio Township, Webster Township, and the Township of Lima, Washtenaw County, Michigan.

(g). "Dexter Township" means the Township of Dexter, Washtenaw County, Michigan, a Michigan general law township.

(h). "Emergency Services" means fire protection services, emergency medical services, emergency response, and any Related Emergency Health and Safety Services. Emergency services does not include police protection.

(i). "Effective Date" means the later of February 1, 2012 or the date on which all of the following are satisfied:

(i). The Agreement is approved and entered into by the governing body of Dexter Township.

(ii). The Agreement is approved and entered into by the governing body of Scio Township.

(iii). The Agreement is approved and entered into by the governing body of Webster Township.

(iv). The Agreement is approved and entered into by the governing body of the Village.

(v). The Agreement is approved by the Governor under Section 10 of the Act.

(vi). The Agreement is filed with the county clerk of Washtenaw County, Michigan.

(vii). The Agreement is filed with the Secretary of State of the State.

(j). "Fire Board" means the governing body of the Department described in Section 4.01 of this Agreement.

(k). "Fire Chief" means the chief executive officer of the Department selected under Section 4.12 of this Agreement.

(l). "Fiscal Year" means the fiscal year of the Department, which shall begin on April 1 of each calendar year and end on March 31 of the following calendar year.

(m). "OMA" means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

(n). "Largest Party" means the Party with the largest financial contribution obligation to the Department as determined annually under Section 7.08 of this Agreement.

(o). "Party" means a township or village that has approved this Agreement and that has not withdrawn from this Agreement.

(p). "Person" means an individual, authority, corporation, limited liability company, partnership, limited partnership, firm, organization, association, joint venture, trust, governmental entity, Public Agency, or other legal entity.

(q). "Public Agency" means that term as defined under Section 2(e) of the Act.

(r). "Related Emergency Health and Safety Services" means health and other medically-related services rendered in conjunction with the provision of Emergency Services.

(s). "Representative" means an individual serving on the Fire Board appointed by a Party.

(t). "Service Area" means the geographic territory of all of the Parties as detailed in Exhibit A to this Agreement, and any additional geographic areas inside and outside of the Parties' geographic territory to which the Department may provide Emergency Services under a contract with a Public Agency.

(u). "Scio Township" means the Township of Scio, Washtenaw County, Michigan, a Michigan general law township.

(v). "SEV" means state equalized value of all real and personal property as reported to the State Tax Commission and the Washtenaw County Equalization Department on the most

recent Form L-4022, and includes any corrections to the Form L-4022 by each Party's assessing officer made upon closure of the March Board of Review.

(w). "State" means the State of Michigan.

(x). "Transfer Date" means the date 180 days after the Effective Date.

(y). "Webster Township" means the Township of Webster, Washtenaw County Michigan, a Michigan general law township.

(z). "Village" means the Village of Dexter, Washtenaw County, Michigan, a Michigan general law village.

**Section 1.02. Captions and Headings.** The captions, headings, and titles in this Agreement are a convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

**Section 1.03. Plural Terms.** A term or phrase in this Agreement importing the singular number only may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

D  
R  
A  
F  
T

**ARTICLE II**

**PURPOSE**

**Section 2.01. Purpose.** The purpose of this Agreement is to create and empower the Department to exercise the common powers, privileges, and authority of each of the Parties to provide efficient and effective Emergency Services and Related Emergency Health and Safety Services consistent with this Agreement.

D  
R  
A  
F  
T

ARTICLE III

**CREATION OF  
MID-WASHTENAW FIRE DEPARTMENT**

**Section 3.01. Creation and Legal Status of Department.** The Mid-Washtenaw Fire Department is established as a separate legal entity for the purpose of administering and executing this Agreement. The Department shall be a public body corporate having the powers granted under this Agreement, the Act, and other applicable law.

**Section 3.02. Principal Office.** The principal office of the Department shall be at a location in the Service Area determined by the Fire Board upon recommendation from the Fire Chief.

**Section 3.03. Title to Department Assets.** All property owned by the Department is owned by the Department as a separate legal entity and public body corporate, and no Party has any ownership interest in Department property.

**Section 3.04. Tax-Exempt Status.** The Parties intend the activities of the Department to be tax-exempt as governmental functions carried out by an instrumentality or political subdivision of government under Section 115 of the Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future federal tax code. The Parties also intend the activities of the Department to be governmental functions carried out by a political subdivision of the State, exempt to the extent provided under State law from taxation by this State, including, but not limited to, business tax under the Michigan Business Tax Act, 2007 PA 36, MCL 208.1101 to 208.1601, income tax under the Income Tax Act of 1967, 1967 PA 281, MCL 206.1 to 206.713, and property tax under The General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157, and any successor State tax laws.

**Section 3.05. Compliance with Law.** The Department shall comply with all federal and State laws, rules, and regulations applicable to the Department.

**Section 3.06. Relationship of the Parties.** The Parties agree that no Party shall be responsible for the acts of the Department or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party and no Party may otherwise obligate any other Party.

**Section 3.07. No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, the Agreement does not create in any Person, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this Agreement, or any other right.

**Section 3.08. Legal Settlements.** The Department shall not be liable for any settlement of any proceeding made without its consent and the Department shall not unreasonably withhold consent.

**Section 3.09. Nonprofit Status.** As a governmental instrumentality within this State, the Department may not be operated for profit. No part of any earnings of the Department may inure to the benefit of a Person other than the Parties. It is the intent of the Parties that the Department maintain its nonprofit status.

D  
R  
A  
F  
T

## ARTICLE IV

**FIRE BOARD AND FIRE CHIEF**

**Section 4.01. Fire Board.** The governing body of the Department shall be a board known as the "Fire Board of the Mid-Washtenaw Fire Department" or "Fire Board". Except as otherwise provided in this Agreement, the powers of the Department shall be exercised by the Fire Board. The Fire Board shall have the responsibility, authority, and right to manage and direct on behalf of the public the functions and services performed or exercised under this Agreement.

**Section 4.02. Composition.** The Fire Board shall be composed of voting representatives for each Party appointed as provided in this Article. In addition, the Fire Chief or his/her designee shall be an ex officio, non-voting member of the Fire Board. The governing body of each Party other than the Largest Party shall appoint 2 individuals to the Fire Board to serve as a Representative, 1 of whom shall be an elected official of the Party. The Largest Party shall appoint 3 individuals as to the Fire Board to serve as a Representative, 1 of whom shall be an elected official of the Party. The initial appointments shall be made within 60 days after the Effective Date. For the initial appointments, the governing body of each Party shall appoint 1 individual for a term of 2 years and 1 individual for a term of 4 years, and the Largest Party shall appoint a third individual for a term of 1 year. After the initial appointments, individuals shall be appointed to the Fire Board as Representatives for a term of 4 years, except for the third individual appointed by the Largest Party, who shall be appointed for a term of 1 year. A Representative shall continue to serve until a successor is appointed and qualified. The governing body of each Party shall appoint a successor within 30 days after the expiration of each Representative's term.

**Section 4.03. Representative Qualifications.** Each Representative shall be a qualified elector residing within the territorial boundaries of the Party appointing the Representative. A Representative shall not be an employee of an Emergency Services entity of any Party at the time the duties of the entity are transferred to or assumed by the Department. A Representative shall not be an employee of the Department.

**Section 4.04. Vacancies.** In the event of a vacancy in a position of Representative on the Fire Board, the governing body of the Party appointing the Representative shall fill the vacancy in the same manner as the original appointment for the balance of the unexpired term.

**Section 4.05. Removal.** A Representative may be removed from the Fire Board without cause at any time by action of the governing body of the Party appointing the Representative.

**Section 4.06. Officers.** The Fire Board shall elect from among the serving Representatives a Chairperson, a Vice Chairperson, and a Secretary to serve as officers of the Fire Board. The Fire Board also may elect a Treasurer as an additional officer of the Fire Board. The term of an officer of the Fire Board shall be 1 year, or until a successor is elected. The Chairperson of the Fire Board shall be the presiding officer at all meetings of the Fire Board. The Secretary or designee of the Secretary shall be the official custodian of the records of Board.

The officers of the Fire Board shall perform duties as specified in this Agreement and as otherwise determined by the Fire Board. Employees of the Department shall assist the officers of the Fire Board in the performance of their duties. If a vacancy arises in an officer position, the Fire Board shall fill the vacancy for the remainder of the unexpired term.

**Section 4.07 Temporary Absences.** In the event of the temporary absence or disability of any officer not constituting a vacancy in office, the Fire Board may appoint another Representative to temporarily assume the duties of the officer position. But, in the event of the temporary absence or disability of the Chairperson, the Vice-Chairperson shall serve as the acting Chairperson.

**Section 4.08. Meetings.** The Fire Board shall hold its initial annual meeting not less than 60 days after the Effective Date at the time, date, and place determined by the Representative appointed by the Largest Party for a 1-year term. After the initial meeting, the first meeting of the Fire Board in each subsequent Fiscal Year shall be the annual meeting of the Fire Board in each subsequent Fiscal Year. The Fire Board shall hold a regular meeting each month, including the annual meeting, at the time, date, and place determined by the Fire Board. Officers of the Fire Board shall be elected at each annual meeting. The Board also may hold special meetings as deemed necessary by the call of the Chairperson or by any 3 Representatives. Meetings of the Fire Board shall comply with the OMA. Public notice of the time, date, and place of Fire Board meetings shall be given in the manner required by the OMA. Notice of meetings of the Fire Board also shall be posted in the locations for the posting of public notices at the principal office of the Department and at the principal office of each Party. The Secretary shall provide a copy of the approved minutes of all meetings of the Fire Board to the clerk of each Party within 15 days after approval of the minutes.

**Section 4.09. Quorum and Voting.** A majority of the Representatives serving shall constitute a quorum for the transaction of business, except as otherwise provided in this Agreement. When a quorum is present, the Fire Board may act only by a majority vote of the Representatives serving at the time of the vote. Each Representative shall have 1 vote. Representatives shall not engage in proxy voting.

**Section 4.10. Ethics and Conflicts of Interest.** The Fire Board shall adopt ethics policies governing the conduct of Representatives and the officers and employees of the Department. The policies shall be no less stringent than those provided for public officers and employees under 1973 PA 196, MCL 15.341 to 15.348. Representatives and the officers and employees of the Department shall be deemed to be public servants under 1968 PA 317, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Fire Board shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

**Section 4.11. Compensation.** The Representatives shall receive compensation for the performance of their duties, if any, as may be included in the approved budget for the Department. A Representative may engage in private or public employment, or in any profession or business. Representatives may be reimbursed by the Department for actual and necessary expenses incurred in the discharge of their official duties, as authorized in the approved budget for the Department and approved by the Fire Board.

**Section 4.12. Fire Chief.** The Fire Board shall appoint a Fire Chief to administer all programs, funds, personnel, facilities, contracts, and all other administrative functions of the Department, subject to oversight by the Fire Board and in compliance with Section 4.13. The Fire Chief shall receive compensation as determined by the Fire Board. All terms and conditions of the Fire Chief's employment, including length of service, shall be specified in a written contract between the Fire Chief and the Fire Board, provided that the Fire Chief shall serve at the pleasure of the Fire Board, and the Fire Board may remove or discharge the Fire Chief by a vote of not less than the majority of the Representatives serving on the Fire Board. The Fire Chief shall report to the Fire Board at meetings of the Fire Board and to the Chairperson of the Fire Board between meetings of the Fire Board.

**Section 4.13. Fiduciary Duty.** The Representatives and the Fire Chief are under a fiduciary duty to conduct business in the best interests of the Department, including the safekeeping and use of all Department monies and assets for the benefit of the Department. The Representatives and the Fire Chief shall discharge their duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

**Section 4.14. Oath of Office.** The Representatives and the Fire Chief, prior to entering upon the duties of office, shall take and subscribe to the constitutional oath of office under Section 1 of Article XI of the State Constitution of 1963. The oath of office shall be filed with the Secretary.

D  
R  
A  
F  
T

ARTICLE V

POWERS OF THE DEPARTMENT

**Section 5.01. Common and Shared Powers.** The enumeration of a power, privilege, or authority in this Agreement shall not be construed as limiting the powers, privileges, or authorities of the Department. In carrying out its purposes, the Department may perform, or perform with any Person, as applicable, any power, privilege, or authority relating to Emergency Services or Related Emergency Health and Safety Services that the Parties share in common and that each might exercise separately to the fullest extent permitted by the Act, including, but not limited to, all of the following:

- (a). Establishing, maintaining, organizing, or regulating a fire department.
- (b). Preventing and extinguishing fires.
- (c). Purchasing and providing suitable vehicles and equipment for the extinguishment of fires.
- (d). Erecting and maintaining buildings for the keeping of vehicles and equipment.
- (e). Employing fire fighters, fire safety inspectors, and other personnel.
- (f). Operating or furnishing ambulance and inhalator services, including, but not limited to, emergency medical services and rescue and ambulance services.
- (g). Adopting rules or regulations governing the internal administration and functioning of the Department.
- (h). Enforcing ordinances and regulations for fire protection, for fire safety, to prevent fires, to suppress fires, or to provide for the storage and handling of combustible, explosive, or other hazardous substances.
- (i). Collecting fees for the provision of Emergency Services.
- (j). Investigating Emergency Services requirements, needs, and programs within or without the Service Area of the Department and cooperating with appropriate governmental authorities regarding the investigations.
- (k). Entering into mutual aid or reciprocal aid agreements or compacts.
- (l). Entering into interlocal agreements with other municipalities pursuant to the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
- (m). Exercising the authority of a township and a village under the Fire Prevention Code, 1941 PA 207, MCL 29.1 to 29.33.

**Section 5.02. Powers Under the Act.** In addition to other powers of the Department, the Department shall, consistent with Section 7 of the Act, have the power to do all of the following:

- (a). Make or enter into contracts.
- (b). Employ agencies or employees.
- (c). Acquire, construct, manage, maintain, or operate buildings, works, or improvements.
- (d). Acquire, hold, or dispose of property.
- (e). Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties.
- (f). Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under the Act.
- (g). Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further the purposes of the Department.
- (h). Form other entities necessary to further the purposes of this Agreement.
- (i). Sue and be sued in the name of the Department.

**Section 5.03. Additional Powers Under the Act.** The Department also shall have the power, consistent with Section 5 of the Act, to do all of the following:

- (a). Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans.
- (b). Promulgate necessary rules and provide for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement.
- (c). Determine the manner in which purchases shall be made and contracts entered into by the Department.
- (d). Acquire, own, hold, operate, maintain, lease, or sell real or personal property.
- (e). Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Department may apply for and accept grants, assistance funds, loans, or contributions from any source. Gifts, grants, assistance funds, or bequests accepted by the Department shall become the property of the Department upon acceptance, except as otherwise agreed by the Department and the grantor. The Department may do anything within its power to secure the grants, loans, or other contributions, including, but not limited to, maintaining separate segregated funds for gifts, grants, assistance funds, or bequests.

(f). Make claims for federal or state aid payable to a Party on account of the execution of this Agreement, with the written consent of the Party.

(g). Determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against the liabilities.

(h). Adjudicate disputes or disagreements, the effects of failure of the Parties to pay their shares of the costs and expenses agreed to by the Parties, and the rights of the other Parties.

(i). Engage auditors to perform independent audits of the financial statements of the Department.

(j). Invest surplus funds or proceeds of grants, gifts, assistance funds, or bequests consistent with an investment policy adopted by the Fire Board.

**Section 5.04. Ordinances.** To the extent permitted under state law, the Fire Board may adopt ordinances and regulations for fire protection, for fire safety, to prevent fires, to suppress fires, or to provide for the storage and handling of combustible, explosive, or other hazardous substances within the Service Area. Alternatively, the Fire Board may recommend for adoption by the governing bodies of each of the Parties ordinances and regulations for fire protection, for fire safety, to prevent fires, to suppress fires, or to provide for the storage and handling of combustible, explosive, or other hazardous substances.

**Section 5.05. Service Fees.** To the extent permitted under state law, the Fire Board may adopt an ordinance authorizing the imposition and collection of fees for the provision of Emergency Services. Alternatively, the Fire Board may recommend for adoption by the governing bodies of each of the Parties ordinances authorizing the imposition and collection of fees for the provision of Emergency Services.

**Section 5.06. Contracts with Public Agencies.** The Department may enter into a contract for Emergency Services to be provided by the Department to any other Public Agency. The fees and charges for services provided in the contract shall not be required to be the same as the fees and charges incurred by a Party for comparable services under this Agreement. Charges and fees specified in a contract shall be subject to increase by the Department, as necessary, in order to provide funds to meet the obligations of the Department. The Department also may enter into a contract for Emergency Services to be provided to the Department by any other Public Agency.

**Section 5.07. Tax Limitation.** The Department shall not levy any type of tax within the boundaries of any Party. Nothing in this Agreement, however, prevents the Parties from levying taxes and assigning the revenue from the taxes to the Department, as agreed by the Parties and to the extent provided by law.

**Section 5.08. Limitation on Binding Parties.** The Department shall not have the power to bind a Party or to create debts, liabilities, or obligations of a Party, unless otherwise specifically agreed to by the Party.

**Section 5.09. No Waiver of Governmental Immunity.** The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity or exemption provided under the Act or other law.

D  
R  
A  
F  
T

## ARTICLE VI

**MANNER AND METHOD FOR EXERCISE OF COMMON POWER AND TRANSFER OF FUNCTIONS AND SERVICES**

**Section 6.01. Joint Exercise of Power and Transfer of Functions or Services.** The joint exercise of power authorized under this Agreement is effective on the Effective Date. The actual transfer of functions and services under this Agreement is effective on the Transfer Date.

**Section 6.02. Financial Support by Parties.** Consistent with this Agreement, each Party shall raise the necessary monies to fund the Department and activities under this Agreement in the manner each Party determines, in accordance with all laws and regulations applicable to each Party. The sources of revenue authorized by law for financing the Department specified in this Agreement are non-exclusive and the Department shall not be precluded from pursuing other sources of revenue to finance the Department. Authorization for the Department to generate revenue under this Agreement shall not be construed to preclude a Party from generating revenue as authorized by law to finance the Party's financial contribution to the Department required under this Agreement.

**Section 6.03. Dexter Area Fire Department.** The DAFD Participants, individually, jointly, or through the DAFD, will take all action necessary to facilitate the implementation of this Agreement and the transfer of assets, liabilities, obligations, and employees under this Agreement. With the consent of the Fire Board, the DAFD may transfer assets, liabilities, obligations, and employees under this Agreement. After the Effective Date, the Department may enter into agreements with the DAFD or DAFD Participants as necessary to implement this Agreement.

**Section 6.04. Transfer of Assets.** The assets of the Parties or the DAFD, including, but not limited to, equipment, vehicles, and other personal property related to the provision of Emergency Services, that will be transferred to the Department to support the exercise of common power under this Agreement by the Department are detailed on Exhibit B. Assets detailed on Exhibit B become the property of the Department on the Transfer Date, free and clear of any right, claim, or interest of a Party. The Parties may advance money to the Department to pay for costs associated with the implementation of this Agreement. After the Effective Date, the Fire Board may accept the transfer of other assets to the Department from a Party or the DAFD.

**Section 6.05. Assumption of Liabilities and Obligations.** Except as otherwise explicitly provided in this Agreement, the Department does not assume any liabilities or obligations of a Party or the DAFD relating to the exercise of common powers under this Agreement, other than the liabilities or obligations detailed on Exhibit C. Liabilities and obligations detailed on Exhibit C become the liabilities and obligations of the Department on the Transfer Date. After the Effective Date, the Department may assume a liability or obligation of a Party or the DAFD relating to the exercise of common powers under this Agreement only with the consent of all of the Parties.

**Section 6.06. Employees.** The Department shall function as the employer of the employees of the Department and have the responsibility, authority, and right to manage and direct the employees. The employees of the Parties or the DAFD relating to the exercise of common powers under this Agreement that will be transferred to the Department on the Transfer Date are detailed on Exhibit D to this Agreement. Employees detailed on Exhibit D become employees of the Department on the Transfer Date. Fire fighters employed by the Department shall comply with the Fire Fighters Training Council Act of 1966, 1966 PA 291, MCL 29.361 to 29.377.

**Section 6.07. Real Property.** Real property, including, but not limited to, fire buildings and fixtures, owned on the Effective Date by a Party or constructed after the Effective Date by a Party shall remain the real property of the Party. For real property owned by a Party and used by the Department in the exercise of common powers under this Agreement, the Department shall enter into a lease agreement with the Party to assist the Party in recouping costs associated with the operation, maintenance, and repair of the real property, including, but not limited to, electricity, water, heating, ventilation, air conditioning, insurance, roofing, eave troughs, garage doors and openers, sidewalks, gardens, and driveways. Costs recouped shall be adjusted based upon the Department's percentage of usage of the real property. For real property of a Party to be used by the Department beginning on the Transfer Date, a lease agreement shall be completed within 90 days of the Effective Date. After the Transfer Date, if a Party desires a new Fire Station that is consistent with the Master Services Response Plan described in Section 6.08, the Party shall construct the Fire Station at the Party's expense, the Fire Station shall remain the property of the Party, and the Department may enter into a lease agreement with the Party for the use of the Fire Station.

**Section 6.08. Master Service Response Plan.** Within 3 years of the Effective Date, the Department shall develop a Master Service Response Plan. The Plan should outline future needs and should be updated every year. Existing facilities shall be the basis of the formulation of the Plan.

**Section 6.09. Acts and Omissions.** Except as otherwise explicitly provided in this Agreement, it is the intent of the Parties that liability for acts or omissions of a Party prior to the Effective Date shall remain with a Party and not be transferred, assigned, or assumed by the Department. The Department shall only be liable for its own acts or omissions that occur after the Effective Date and the Parties shall not be liable for any acts or omissions of the Department.

ARTICLE VII

**BOOKS, RECORDS, AND FINANCES**

**Section 7.01. Department Records.** The Department shall keep and maintain at the principal office of the Department all documents and records of the Department. The records of the Department, which shall be available to the Parties, shall include a copy of this Agreement and any amendments to the Agreement. The records and documents shall be maintained until termination of this Agreement and shall be transmitted to any successor entity.

**Section 7.02. Freedom of Information Act.** The Department shall be subject to and comply with the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

**Section 7.03. Uniform Budgeting and Accounting Act.** The Department shall be subject to and comply with the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a. Unless otherwise designated by the Fire Board, the Fire Chief shall serve as the Chief Administrative Officer of the Department. The Fire Board shall approve all budgets and budget amendments for the Department for each Fiscal Year.

**Section 7.04. Annual Budget.** Each Fiscal Year, the Fire Board shall prepare a proposed operating and capital budget reflecting the projected revenues and projected expenditures of the Department for the next Fiscal Year. The Fire Board also may develop a rolling 5-year budget to assist in planning. The Fire Board shall adopt a proposed annual budget for the next Fiscal Year by a majority vote of the Fire Board in a manner to assure submission of the proposed budget to each Party not later than February 1 of each year. The Secretary shall be responsible for submission of the tentative budget to each Party. Any budget increase over the preceding Fiscal Year of more than the CPI plus 3% shall require the approval of a majority of the governing bodies of the Parties. The Board shall give final approval of the annual budget for the next Fiscal Year no later than March 31 of each year. As used in this paragraph, "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) in the Detroit-Ann Arbor-Flint Combined Metropolitan Statistical Area as reported by the Bureau of Labor Statistics of the United States Department of Labor.

**Section 7.05. Deposits and Investments.** The Department shall deposit and invest money of the Department, not otherwise employed in carrying out the purposes of the Department, in accordance with an investment policy established by the Fire Board consistent with laws and regulations regarding investment of public funds.

**Section 7.06. Disbursements.** Disbursements of money by the Department shall be in accordance with the annual budget adopted by the Fire Board, consistent with any guidelines recommended by the Fire Chief and approved by the Fire Board, and also shall be in accordance with applicable law. All checks or other forms of withdrawal on any account of the Department shall be signed by two individuals authorized by the Fire Board.

**Section 7.07. Financial Statements and Reports.** The Department shall prepare, or cause to be prepared, at its own expense, annual audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance). The

financial statements shall be prepared in accordance with generally accepted accounting principles and shall be accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan Department of Treasury, made available to each of the Parties, and posted on a publicly accessible internet website.

**Section 7.08. Annual Financial Contributions.** The Fire Board shall determine annually the amount of each Party's financial contribution to support the approved Department budget for the ensuing Fiscal Year using a cost-weighted formula based on population, SEV, and historical usage factors, as follows:

a. Population: 30% of each Party's financial contribution shall be allocated among the Parties based on the population of each Party's portion of the Service Area in proportion to the total population of all of the total Service Area of the Department, according to the most recent United States Census Bureau Report, as updated bi-annually by the Southeast Michigan Council of Governments.

b. SEV: 30% of each Party's financial contribution shall be allocated among the Parties based on the SEV of each Party's portion of the Service Area in proportion to the total SEV of all total Service Area of the Department. Property in a village shall not be included in the SEV of a township for purposes of this paragraph.

c. Historical Usage: 40% of each Party's financial contribution shall be allocated among the Parties based on the number of Department Runs performed in each Party's portion of the Service Area in proportion to the total number of Department Runs performed in the total Service Area of the Department, as determined using the most recently completed three calendar years of report data. However, the actual number of Department Runs for Scio Township in the 3 preceding years shall be increased by 25% to account for the difference in the service level between Scio Township Fire Department (Level 2) and the Department (Level 1A). This adjustment shall only be made to the data for the calendar years prior to the Effective Date.

In applying the cost-weighted formula under this section, the sum of the calculations for population, SEV, and historical usage must equal 100% and the overall percentage cost allocations for each of the Parties must together equal 100%. An example of an application of the cost-weighted formula is attached as Exhibit E.

**Section 7.09. Payment of Financial Contribution.** Each Party shall pay to the Department not less than 1/12th of its total financial contribution calculated under Section 7.08 for each Fiscal Year on the first day of each month of the Fiscal Year.

**ARTICLE VIII**

**TERM AND TERMINATION**

**Section 8.01. Term.** This Agreement and the Department shall commence on the Effective Date and continue for an initial term of 15 years. After the initial term, the Agreement is extended in 10-year increments unless not extended by joint action of all of the Parties.

**Section 8.02. Withdrawal.** Any Party may withdraw from this Agreement by notifying each of the other Parties in writing at least 12 months before the beginning of a Fiscal Year. A withdrawal becomes effective at the end of the Fiscal Year following the Fiscal Year in which notice was provided. A Party that withdraws from this Agreement shall remain liable for its portion of the debts and liabilities of the Department incurred while a Party to this Agreement based on the cost-weighted formula under Section 7.08 of this Agreement, for the Party's last Fiscal Year as a Party. Property of the Department in the possession of a withdrawing Party or in the possession of personnel who will no longer remain with the Department after the withdrawal of the Party shall be returned to the Department before the withdrawal becomes effective. A withdrawing Party shall not be entitled to the return of, or any credit for, any property or money transferred or paid to the Department by the withdrawing Party.

**Section 8.03. Effect of Withdrawal.** The withdrawal of a Party shall neither terminate nor have any effect upon the provisions of the Agreement as long as not less than 2 Parties remain as Parties to this Agreement.

**Section 8.04. Expulsion.** If a Party fails to comply with this Agreement or the policies of the Department, the Party may be expelled from the Department by resolution approved by at least 2/3 of the Representatives on the Fire Board. Before adopting an expulsion resolution, the Fire Board first shall notify a Party of its potential expulsion, state the reasons for the potential expulsion, and request compliance by the Party with the Party's obligations under this Agreement. An expulsion resolution shall include an effective date for the expulsion. An expelled Party is obligated to pay contributions accrued as of the effective date of the expulsion.

**Section. 8.05. Termination.** This Agreement may be terminated by a concurrent resolution adopted by the governing bodies of a majority of the participating Parties. Before termination is effective, all outstanding indebtedness of the Department shall be paid. This Agreement shall not be terminated if the termination could operate as an impairment of any of the Department's contracts. This Agreement may be terminated when the outstanding indebtedness of the Department exceeds the value of the assets of the Department if the net indebtedness of the Department is assumed and paid by the participating Parties, with the amount payable by each participating Party determined using the cost-weighted formula for financial contributions for the Fiscal Year under Section 7.08 of this Agreement.

**Section 8.06. Disposition upon Termination.** As soon as possible after termination of this Agreement, the Department shall wind up its affairs as follows:

- (a). All of the Department's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Department and distribution of its assets shall be paid first.
- (b). Title to all property owned by the Department then shall be distributed by the Fire Board to the Parties, with the property distributed proportionately to the Parties using the cost-weighted formula for financial contributions for the final Fiscal Year under Section 7.08 of this Agreement.

D  
R  
A  
F  
T

ARTICLE IX

MISCELLANEOUS

**Section 9.01. Due Execution of this Agreement.** Each Party shall duly execute not less than 7 copies of this Agreement, each of which, taken together, is an original but all of which constitute 1 instrument.

**Section 9.02. Public Purpose and Governmental Function.** The powers, duties, rights, obligations, functions, and responsibilities of the Department constitute essential public purposes and governmental functions.

**Section 9.03. Non-impairment.** Nothing in this Agreement authorizes the impairment of a bond, note, security, or uncontested legal obligation of a Party.

**Section 9.04. Notices.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All written notices shall be sent to each Party's signatory to this Agreement, or his or her successor. All correspondence shall be considered delivered to a Party as of the date that the notice is deposited with sufficient postage with the United States Postal Service. A notice of withdrawal shall be sent via certified mail to the address included with each Party's signature to this Agreement.

**Section 9.05. Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

**Section 9.06. Severability of Provisions.** If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances and to the remaining Parties is not affected but will be enforced to the extent permitted by law, it being the intent of the remaining Parties to continue to agree to the substantive provisions of this Agreement and to implement the Agreement.

**Section 9.07. Governing Law.** This Agreement is made and entered into in this State and shall in all respects be interpreted, enforced, and governed under State law without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

**Section 9.08. Resolution of Disputes.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their

mutual interests, attempt to reach a just and equitable solution satisfactory to the Parties. If the Parties do not reach a solution within 90 days, then, upon notice by a Party to the other Parties, all disputes, claims, questions, or differences shall, upon mutual agreement of the Parties, be finally settled by arbitration administered by the American Arbitration Association in accordance with the Association's policies and procedures. Any arbitration award shall be final and may be enforced by an order of the Washtenaw County Circuit Court. Each Party shall pay its proportionate share of the costs of arbitration and all of their respective legal and professional fees, regardless of outcome. Arbitration under this clause is optional. Disputes not submitted to arbitration or otherwise resolved by the Parties shall be submitted to the courts of the State in Washtenaw County.

**Section 9.09. Amendment.** This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties. Any agreement or contract among the Parties that is inconsistent with this Agreement shall be adopted as an amendment to the Agreement and be approved as provided in the Act by the governing bodies of the Parties and by the Governor prior to becoming effective. Any amendment to allow the participation in the Department by another Public Agency as a Party will be completed in a manner consistent with the Act.

**Section 9.10. Effective Date.** This Agreement is effective on the Effective Date.

This Agreement is executed by the Parties on the dates indicated below.

**DEXTER TOWNSHIP**

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

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

Pat Kelly,  
Township Supervisor

Address: 6880 Dexter-Pinckney Rd.  
Dexter, MI 48130

D  
R  
A  
F  
T

**VILLAGE OF DEXTER**

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

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

Shawn W. Keough,  
Village Council President

Address: 8140 Main St.  
Dexter, MI 48130

**SCIO TOWNSHIP**

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

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

E. Spaulding Clark,  
Township Supervisor

Address: 827 N. Zeeb Rd.  
Ann Arbor, MI 48103

**WEBSTER TOWNSHIP**

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

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

John Kingsley,  
Township Supervisor

Address: 5665 Webster Church Rd.  
Dexter, MI 48130

D

R

A

F

T

Pursuant to Section 10 of the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.510, I find that this agreement meets the conditions set forth in the Urban Cooperation Act of 1967, is in proper form, and is compatible with the laws of the State of Michigan.

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

\_\_\_\_\_  
**RICHARD D. SNYDER**  
Governor

D  
R  
A  
F  
T

**EXHIBIT A**

**DEPARTMENT SERVICE AREA**

1. **Village of Dexter** – the entire geographic area of the Village of Dexter.
  
2. **Dexter Township** – the entire geographic area of the Township of Dexter, excluding Sections 31 and 32 (see attached map) and property within the geographic area of the Village of Dexter.

D

3. **Scio Township** – the entire geographic area of the Township of Scio.

R

A

4. **Webster Township** – the entire geographic area of the Township of Webster, excluding property within the geographic area of the Village of Dexter.

F

T

**EXHIBIT B**

**ASSETS  
TRANSFERRED TO DEPARTMENT ON EFFECTIVE DATE**

Asset Description

Type of Asset

Transferred by

D  
R  
A  
F  
T

**EXHIBIT C**

**LIABILITIES AND OBLIGATIONS  
ASSUMED BY DEPARTMENT ON EFFECTIVE DATE**

Liability/Obligation Description

Type

Transferred by

D  
R  
A  
F  
T

**EXHIBIT D**

**TRANSFERRED EMPLOYEES**

Employee Name

Title

Pre-Transfer Employer

D  
R  
A  
F  
T

**Exhibit E**  
**Proposed Cost Allocation Method**

Unit	Population	% Total Pop.
Dexter Twp	6,042	18.36%
Dexter Village	4,067	12.36%
Scio Twp	16,470	50.05%
Webster Twp	6,328	19.23%
<b>Total</b>	<b>32,907</b>	<b>100.00%</b>

2010 Census

Unit	SEV	% Total SEV
Dexter Twp	\$342,092,600	14.57%
Dexter Village	\$205,837,200	8.76%
Scio Twp	\$1,372,951,400	58.46%
Webster Twp	\$427,843,600	18.22%
<b>Total</b>	<b>\$2,348,724,800</b>	<b>100.00%</b>

Washtenaw County Report, 2011

Unit	Usage*	% Total Usage
Dexter Twp	811	13.84%
Dexter Village	898	15.33%
Scio Twp	3,251	55.50%
Webster Twp	898	15.33%
<b>Total</b>	<b>5,858</b>	<b>100.00%</b>

\* - Usage shall be the total of the prior three years Department Runs for the Member's service area except that Scio Twp's Usage was increased by 25% for the calendar years prior to the Effective Date of this Agreement

Actual data from 2009, 2010 and 2011 (Scio is 2008,2009,2010)

Weight per factor	30%	30%	40%	
Unit	Population	SEV	Usage	Total
Dexter Twp	5.51%	4.37%	5.54%	15.42%
Dexter Village	3.71%	2.63%	6.13%	12.47%
Scio Twp	15.02%	17.54%	22.20%	54.75%
Webster Twp	5.77%	5.46%	6.13%	17.37%
<b>Total</b>	<b>30.00%</b>	<b>30.00%</b>	<b>40.00%</b>	<b>100.00%</b>

Sample Budget                      \$2,208,618

Unit	Budget Allocation
Dexter Twp	\$340,464.01
Dexter Village	\$275,378.91
Scio Twp	\$1,209,241.76
Webster Twp	\$383,533.31
<b>Total</b>	<b>\$2,208,618.00</b>

( 15.42% of comb. Budget)  
( 12.47% of comb. Budget)  
( 54.75% of comb. Budget)  
( 17.37% of comb. Budget)



**Transition Plan Outline & Timeline  
Washtenaw Fire and Rescue  
(DAFD and Scio Together)  
January 2012**

This transition plan has been developed as a draft document for the purpose of defining and organizing the next steps in the creation of a Regional Fire Department between Dexter Township, Scio Township, Village of Dexter and Webster Township. We have presented a brief vision for key elements that will shape the future of the regional department, along with several of the key steps that still need to be completed. All of this is presented in an approximate chronological order to describe the process that will unfold as the Regional Fire committee continues to work toward the establishment of the new Regional Fire Department.

**Summary Vision for the Future**

The following is a brief vision of several of the key items that help describe the future regional fire department:

**New Fire Administrative Board**

The committee believes that the establishment of an interlocal agreement, formed under Public Act 7, 1967 (extra session) Fire Administrative Board, will be the mechanism by which the new regional department is created. A new interlocal agreement has been drafted, reviewed by an attorney and is being distributed to the participating municipalities. To take effect the document must be approved by each of the 4 municipalities.

**One Chief**

It is envisioned that the new regional department will operate with one Fire Chief, responsible for the administrative and operational oversight of the entire regional department. It is further envisioned that finding and hiring the new Fire Chief will be one of the new Administrative Board's first actions. The Committee has started to compile sample job descriptions to assist in this effort.

**Response Protocol**

The response protocol will be standardized between the two departments. Currently Scio Fire responds to calls using the category 2 protocol of responding only to calls deemed by dispatch to be life-threatening. DAFD responds to calls using the category 1a protocol of responding to all calls. It is envisioned that the new department will adopt the category 1a protocol.

**Training**

We would like to see the two departments begin to coordinate training efforts for all fire fighters. It is envisioned that all fire fighters will be trained as non-transporting emergency medical technicians.

Please note that we have defined the transition plan in two key stages. The first stage of the transition is the Development Stage, which we are generally defining as the period of time from today until the new interlocal agreement is signed. The second stage of the transition is called the Start-Up Stage, and is defined as the period of time following the adoption of the interlocal agreement.

The transition plan will be a working document that is expected to evolve throughout the process. Now that the new interlocal agreement has been drafted, it and the Start-Up portion of the transition plan will be presented to the elected bodies of the participating communities for approval.

The following is our vision of the key steps involved in the transition.

### **Development Stage - Next Steps**

The following steps need to be completed in order to create a new Fire Administrative Board:

#### **Asset/Liability Valuation**

The Committee has completed a valuation of the current assets and liabilities of each department. This information will be included as an appendix to the interlocal agreement.

#### **Legal Organization & Creation of Interlocal Agreement**

The Committee has completed a draft interlocal agreement which has been reviewed by legal counsel.

Next Steps:

1. Communities adopt Resolution to Authorize Signing the Interlocal Agreement in Winter 2012
2. Establishment of New Fire Board – Spring 2012

#### **Current Staffing**

It is envisioned that the current staffing for the DAFD and Scio Fire will remain in place during the Development Stage and into the Start-Up Stage until such time as the new Fire Chief is hired by the new Fire Board. Until the new Chief is hired it is envisioned that the two current Chiefs will work together as Deputy Chiefs and report to the Board. An organizational chart that demonstrates this structure is attached.

#### **Start-up Stage**

With the approval of the new interlocal agreement by all of the communities, the new Fire Administrative Board is established. Representatives will need to be appointed by the participating municipalities. The first task of the new Board will be implementing the hiring process for a new fire chief. The two departments will continue to operate under

the proposed transitional organizational chart on an interim basis until such time as a new fire chief is hired. The following tasks are envisioned as part of the early start-up stage.

#### **Appointment of Members of the Fire Administrative Board/First Meeting**

Once the interlocal agreement is approved, the four communities will make their appointments to the Fire Administrative Board. The Board will need to meet, organize and establish by-laws.

#### **Hiring Process for Chief**

Committee will recommend a hiring process for the Chief, although it is envisioned that the new Fire Board would initiate and conduct the process.

#### **Fire Unions**

Currently there are two union contracts. Scio Township Fire's contract expires in April 2012. The Dexter Area Fire Department contract expires December 31, 2013. During the transition period the new department will operate with two union contracts. The new Board will be responsible for negotiating a new consolidated contract once the contracts expire.

#### **Staffing/Deployment Plan**

Following the hiring of the new Fire Chief, the current staffing level and deployment will be evaluated by the new Chief. The new Fire Chief will develop the staffing/deployment plan that fits current needs and anticipates future needs. This information will then be presented to the Fire Board for approval.

#### **Summary of Transition Plan Timeline**

1. Combined Board Meeting/Roundtable to discuss the plan and agreement – January 16, 2012
2. Seek approval of the interlocal agreement and start-up transition plan from all 4 municipalities & establish Fire Administrative Board – February/March 2012
3. Communities appoint Fire Administrative Board members – March 2012
4. Start operating as one regional department – April 2012
5. New Administrative Board hires new Fire Chief – April/May 2012

The final transition plan will include a draft hiring process for the Board to start from and a draft job description for the position of Chief.

Washtenaw Fire & Rescue - Transitional Organization Chart Until a New Chief is Hired

Washtenaw Fire and Rescue Board

Deputy Chief Ferch

Deputy Chief Yates

Assistant Fire Chief Armstrong (POC)

Assistant Fire Chief Wagner (POC)

Assistant Fire Chief Zahn (POC)

Shift Commander Burke	Shift Commander Koch	Shift Commander Holzer
Shift Commander Jorah	Shift Commander #5 (POC)	Shift Commander #6 (POC)

Lt. Burke	Lt. Grissom	Capt. Dettling
Root	Jones	Wiseley

Lieutenant Buchanan (POC)

Hilberer

Approx. 10 Paid on Call Firefighters

Approx. 15 Paid on Call Firefighters

# **Regional Fire Consolidation Committee**

## **(Dexter Village, Dexter, Scio and Webster Townships)**

### **Frequently Asked Questions**

The following are a list of questions that have been asked over the course of the Regional Fire Consolidation Committee meetings. All references to Sections refer to the draft interlocal agreement.

#### **Who is on the Committee and participated in the process?**

The “core” members of the Committee are Shawn Keough (Village President), Pat Kelly, Spaulding Clark and John Kingsley (Dexter/Scio/Webster Twp Supervisors), and David Read (Scio Twp Trustee). Courtney Nicholls, Assistant Village Manager, attended all meetings and provided administrative support. Captain Don Dettling (Dexter Area Fire Department) and Assistant Chief Doug Armstrong (Scio Township Fire Department) have attended most meetings and provided operational input from a fire service perspective. Dr. Lynn Harvey, Delhi Twp Fire Chief Royston, and Attorney Steve Liedel have participated in the process as consultants.

Others who have attended include: Mary Dee Heller, Webster Township Clerk; Charles Estleman, Webster Township Trustee; Ken Unterbrink, Lima Township Supervisor; Ann Feeney, Former City of Chelsea Mayor; Nancy Hedberg, Scio Township Clerk, Jim Seta, Dexter Area Fire Department Board President; John Westman, Webster Township Trustee; Lt. Mike Grissom, Dexter Area Fire Department; Lt. Tim Burke, Dexter Area Fire Department; Jim Carson, Village of Dexter Trustee; Joe Semifero, Village of Dexter Trustee; Mike Moran, Ann Arbor Township Supervisor; Loren Yates, Dexter Area Fire Department Chief; members of the Dexter Township Public Safety Advisory Committee

Committee meetings are open to all and attendance by other elected officials and interested persons has been encouraged.

#### **How has the Committee progressed through the process?**

- September 23, 2009 – First Committee meeting
- September 23, 2010 – Joint meeting of the boards/council of the four communities – the main topic was a committee progress report of work completed to date, including a presentation of the cost allocation model by Dr. Lynn Harvey
- January 31, 2011 – Joint meeting of the boards/council of the four communities – the main topic covered was projected service enhancements of a regional department. Chief Rick Royston of Delta Township and Committee members presented material and answered questions.
- May 2011 – Committee sends letter to the Dexter Area Fire Board and Scio Board of Trustees outlining progress to date and providing a proposed implementation timeline.
- May 2011 – January 2012 – Committee finalized a proposed interlocal agreement, had it reviewed by an attorney, and prepared to host the roundtable meeting.

## **BENEFITS OF A REGIONAL DEPARTMENT**

### **What are the expected service improvements for the proposed regional fire department?**

#### **1. Lower (Quicker) Response Times**

- Certain areas including the Loch Alpine area of Webster Township and the properties along Dexter-Chelsea, Baker and Parker Roads will be closer to a responding station.
- Centralized control of additional resources (staff and apparatus) provides faster and more efficient response – especially when responding to concurrent calls for service.

#### **2. Consistent Response Protocol**

- All stations/substations of the new department will utilize response protocol 1A – the highest level of service response protocol.

#### **3. Consistent and High Minimum Level of Firefighter Training**

- The minimum level of medical training for all full-time firefighters will be non-transporting basic emergency medical technician (EMT).
- Major incident response will be by additional firefighters that have trained together which enables a more coordinated and efficient response.

#### **4. Higher Level of Compliance to Occupational Safety & Health Administration (OSHA) Standards**

- Additional on duty staff will decrease the amount of time required to put a sufficient number of firefighters on scene to allow compliance with OSHA's "2 in and 2 out" rule. This rule states that firefighters cannot enter a building that is on fire until there are 2 firefighters to enter the building and 2 additional firefighters outside to rescue them if necessary.

#### **5. Consistent Protocols for Fire Inspection, Fire Education and Fire Investigation**

- Combined staff resources will improve the speed and consistency of these services.

### **What operational enhancements will the new department provide?**

#### **1. More Efficient Use and Deployment of Staff, Equipment and Apparatus**

- The combination of full time firefighters from both departments will allow more flexibility in scheduling the regular shifts of firefighters and the deployment of staff to cover absences due to training, sickness, vacation, etc.
- The larger department will create increased career opportunities for firefighters. The additional opportunities will improve recruitment and retention of paid on call (POC) firefighters who are crucial to the provision of effective responses to large-scale incidents (e.g. serious vehicle crashes or structure fires).
- Smaller apparatus (pick-up, van) will be used for emergency medical responses resulting in reduced wear and tear and operating costs on larger and more expensive apparatus

(engines/tankers/ladders). Currently larger apparatus are taken on almost all calls for service to enable a quicker response to a concurrent that may require the larger equipment.

- Consolidation of apparatus and equipment will allow more flexibility in the distribution and deployment of apparatus while maintaining a high level of service throughout the service area.
- Consolidation of apparatus will eliminate the need for duplication of large, expensive and infrequently used apparatus such as ladder trucks.

## **2. Consolidation of Duties and Responsibilities**

- One Fire Chief will manage and operate the department.
- Duplication of assignments will be reduced for items such as training, fire inspections, education, equipment and other duties.
- Contract services for items such as financial audits, accounts payable, payroll will be combined.

## **3. Cost Benefits**

- Equipment and supplies will be standardized. Orders for new equipment and supplies will result in lower unit pricing due to larger orders.
- Consolidation will allow a reduction in the duplication of some large apparatus such as a ladder truck resulting in a large cost savings.
- Expenditures for major apparatus or other significant service enhancements will be more affordable when costs are spread among a larger population and service area.

## **4. Lower (Better) Insurance Service Office (ISO) Ratings**

- Most insurance companies utilize ISO ratings when setting property insurance rates. ISO ratings are based on three factors – dispatch, fire department, and water supply. ISO ratings are on a scale of 1-10 with 1 being the best rating. Each municipality is rated independently.
- Consolidation of departments will automatically lower the ISO rating of some of the combined area resulting in lower insurance premiums for property owners in those areas.
- The combined apparatus of the new department could enable a reduction in the ISO rating for non-hydrant areas after completion of ISO's Alternative Water Supply evaluation (a demonstration that a prescribed amount of water can be shuttled to a structure fire within a specified time).

**Doesn't Mutual Aid make the merger irrelevant?**

Mutual Aid (MA) is a critical component in the effective provision of emergency services. MA will always be necessary for large structure fires and major incidents; it also provides necessary back-up to a department responding to multiple calls. However, to maintain a high level of service to our residents it is still important to have the capability to respond to our own calls for service.

An MA response differs from a department response in several significant ways. First, an MA response is a delayed response since a call for MA is generally not made until a first responder is already on scene and makes a judgment that additional help is needed. But even if the call for help is made early, there are still delays in the actual dispatch of MA since additional phone calls are involved and each call takes valuable time. This process is especially time consuming if calling for MA from another county (Dexter and Webster Townships share a border with Livingston County) since dispatch between counties requires additional phone calls.

Another factor that may impact the level of service provided by an MA response is that the on-scene MA responders have all been trained separately; have different equipment and their own policies and procedures. Firefighters that work and train together enhance a firefighter's capability to work effectively and efficiently on-scene. Lastly, as budgets are cut across the state, the availability of mutual aid responders will continue to be negatively impacted.

Mutual aid data:

	Scio to DAFD	DAFD to Scio
2011	6	21
2010	6	28
2009	12	21

**COST ASSUMPTIONS/ALLOCATION FORMULA**

**Can the new department levy a tax?**

No, Fire Administrative Boards cannot levy taxes. Section 6.02 of the interlocal agreement states that it will be the responsibility of each participating municipality to determine how to raise the money necessary to make their payment (general fund, special assessment, millage, etc)

**How will the costs be determined and does the formula differ from the current cost allocation method used by the Dexter Area Fire Department?**

The cost will be determined using the following formula (Section 7.08):

- 30% population
- 30% state equalized value
- 40% runs (3 year average)

Currently the Dexter Area Fire Department allocates the cost based solely on the number of runs to each community in the prior year.

**Why was a weighted formula used?**

A weighted formula provides the opportunity to include multiple factors that measure the demand for fire service, which improves the equity in the distribution of the cost share. Population is used because of the correlation between population and demand for fire and emergency services. State equalized value represents the value of the land and property that is being protected. Usage reflects the actual consumption of the service. The use of a three year average helps to smooth increases due to fluctuations in usage.

**What is the estimated cost impact to my community?**

Below are the estimated costs using the combined budget for Scio Fire and DAFD:

	Current	New Department (using combined 2011-2012 Scio (\$956,250) and 2012 DAFD budget numbers (\$1,252,368) which equals \$2,208,618)
Scio	\$956,250	\$1,209,242
Dexter Village	\$437,217	\$275,379
Dexter Twp	\$364,595	\$340,464
Webster Twp	\$450,556	\$383,533

These numbers do not take into account any assumptions on operational efficiencies that are expected to be realized once the consolidation occurs.

**What assets will each entity transfer to the new department?**

The interlocal agreement includes provisions for transferring assets to the new department from Scio (Section 6.04) and the DAFD (Section 6.03).

Scio Fire currently has approx. \$1,493,500 in assets according to its actual cash value (ACV) as determined by Metropolitan Appraisal in September 2010.

The DAFD currently has approx. \$2,053,900 in assets according to its actual cash value (ACV) as determined by Metropolitan Appraisal in May 2010.

Assets include personal property within the stations, trucks, tankers and engines. A copy of the appraisal summaries is attached.

DAFD has a current fund balance of \$180,000. The DAFD Board will decide whether to use these funds to pay down current liabilities or transfer the funds to the new department.

**What outstanding debt/potential future debt will each entity transfer to the new department?**

Employee Related

Pension

Scio Fire – MERS – 2 current employees; 0 retirees (Scio has added 2 employees since their last valuation)

Actuarial Accrued Liability - \$119,634

Assets - \$124,826

Overfunded - \$5,192

DAFD – MERS – 6 current employees; 1 current retiree (DAFD has added 1 employee since their last valuation)

Actuarial Accrued Liability - \$555,967

Assets - \$433,097

Unfunded Liability - \$122,900

Both plans provide a defined benefit pension with a 2.25% multiplier, a normal retirement age of 60, and 10 year vesting. Scio's plan allows retirement at age 55 with 30 years of service, DAFD's allows retirement at age 55 with 25 years of service. Scio's final average compensation is based on the best consecutive 5 years; DAFD's is based on the best consecutive 3 years. Scio employees are required to contribute to the plan when the required contribution exceeds 8%; DAFD employees make a 4% contribution to the plan.

Retiree Health Care

DAFD – OPEB – The Dexter Area Fire Department has not completed a valuation of its liability for current and future retiree health care funding.

Scio Fire – Employees are not offered retiree health care.

Apparatus Related

DAFD – Truck Debt Payment

2012 - \$101,000

2013 - \$101,000

Scio Fire does not have outstanding apparatus related debt.

**Should Scio have to pay an increased cost to participate due to their withdrawal from the DAFD in the early 80s?**

The committee feels strongly that we need to move on from the issues of the past and look towards a successful future. Attempting to calculate how much each community was impacted by a dissolution that took place almost 30 years ago would be a subjective exercise that isn't relevant to today's proposal.

**VISION FOR THE OPERATION OF THE DEPARTMENT**

**Do the Dexter Area Fire Department and Scio Fire Department currently operate using the same response protocols?**

No, currently the DAFD sends fire department support response to all medical related calls (category 1A). Scio Fire responds to life threatening emergency calls only (category 2). The intention of the Committee is to recommend to the Fire Administrative Board that the new Department adopt the category 1A response protocol. This is estimated to increase Scio Townships call volume approximately 25%.

**Will the change in response protocol in Scio require support from the other stations in the department?**

Operational staffing decisions will be made by the Fire Chief to provide the most efficient delivery of service for all areas. One example is the forecast for severe weather that may increase the number of vehicle accidents on heavily traveled roadways like Interstate 94, M-14, North Territorial Road and Dexter-Pinckney Road. Current strategy at both Scio Township FD and DAFD has included temporary increases in staffing levels at main stations to manage the additional responses that may be necessary and/or paging additional staff to respond to the station to put additional apparatus in service as needed. Use of paid-on-call firefighters and the assignment of full-time command staff at the busiest stations can also help to manage simultaneous calls in one response area without support from other stations.

**Is there a transition plan?**

The committee has put together a transition plan that covers the activities leading up to the adoption of the interlocal and several activities following adoption. The committee realizes, however, that it is responsible for creating the foundation of the department (the interlocal) not for running the department. The new board will be responsible for hiring a chief who will make the operational decisions for the department. All current employees will be transferred to the new department with their current date of seniority and standing. The new fire board will oversee the Chief as employee classifications and department structure is determined and as the best method of equipment and staff deployment throughout the service area is implemented.

**How will staffing of stations be determined?**

Section 6.08 of the interlocal requires the department to develop a Master Service Response Plan that outlines the future needs of the department, with the existing facilities serving as the basis for the formulation of the plan.

Currently staffing decisions for the DAFD are made by the Chief and DAFD board. The new fire board will operate the same way; working with the Chief to make staffing decisions based on funding, available stations and need.

The proposed new service area has three stations that are equipped to house full time personnel located in Scio Township, Dexter Township and the Village of Dexter.

**Miscellaneous**

**What is the current proposed name of the new organization?**

Washtenaw Fire and Rescue

**Why has the committee proposed a new name?**

The department that is being created is a new entity governed by a new interlocal agreement. A new name was needed to reflect the new beginning as a combined department. Keeping either name disadvantages the firefighters from the "other" department which would interfere with a smooth transition. The committee wanted to select a name that is broad enough to allow for additional consolidation in the future. There will be a cost associated with the name change (updating uniforms, stationary, badges, truck decals, etc) however it is not a significant expense and would be necessary for 50% of the items if one name were to remain.

**Is the new department a Fire Authority?**

No, the new Fire Department is being created under Public Act 7 of 1967 (ex. Session). This statute creates a Fire Administrative Board, not a Fire Authority.

The Dexter Area Fire Department (DAFD) was also formed under this act.

**How will the communities be represented on the Board?**

Each community will have two seats on the board (Section 4.02). The largest community, as determined by the cost allocation formula, will have an additional seat. The terms will be staggered and expire after four years, with the exception of the third member from the largest community, who will have a one year term.

Participating communities also have over-sight over large budget increases as described in Section 7.04 of the interlocal states which states that any budget increase over the CPI plus 3% requires the approval of a majority of the governing bodies of the participating communities.

**What happens if a community wishes to withdraw from the Department?**

A withdrawing community must give one year notice and is responsible for continuing to make payments through that year (Section 8.02). The withdrawing community is not entitled to any of the equipment or apparatus that is property of the Department and is liable for its portion of the current debts and liability as determined by the cost allocation formula.

**Will the new department own real property?**

No, the stations will still be the responsibility of the individual municipality (Section 6.07).

**What is the next step?**

The next step is adoption of the interlocal agreement by the four participating communities.

# Metropolitan Appraisal

PO Box 1324, Brighton, MI 48116

810 220 5304 fx 810 227 0262

metro1@comcast.net

www.metro1.biz

Number	Year	Make	VIN	Desig	Municipality		ACV
						Dexter Area Fire Authority	
					Repl	Bett	
1	Station 1				176,519.14		176,519.14
2	Station 2				41,781.28		41,781.28
3	1981	Sutphen	200305	Tower 7	628,187.06	90.00%	92,305.99
4	1994	Pierce	000429	E 5-3	523,037.72	80.00%	207,148.36
5	2000	Chevrolet	479803	U 5-2	35,030.77	NADA +	35,030.77
6	2000	Pierce	000505	E 5-1	583,653.74	45.00%	405,967.66
7	2001	Chevrolet	273573	U 5-3	37,255.77	NADA +	37,255.77
8	2001	Jeep	345686	BRUSH 5-1	21,803.82	NADA +	21,803.82
9	2001	Pierce	001612	T 5-1	605,903.99	45.00%	412,467.91
10	2002	Chevrolet	136149	U 5-1	24,429.37	NADA +	24,429.37
11	2002	Surrey	217407	Ed Trailer	43,380.00	45.00%	23,859.00
12	2006	Pierce	006874	T 5-2	672,297.05	20.00%	575,296.27
TOTALS					3,393,279.71		2,053,865.34

Dexter Area fire - May 2010

# Metropolitan Appraisal

PO Box 1324, Brighton, MI 48116

810 220 5304 fx 810 227 0262

[metro1@comcast.net](mailto:metro1@comcast.net)

Number	Year	Make	VIN	Desig	Repl	Bel	ACV
1	STATION				133,957.01		133,957.01
2	1986	E-ONE	037608	RESERVE	414,941.24	90.00%	46,153.48
3	2000	PIERCE	000518	ENGINE1	565,195.28	45.00%	255,427.96
4	2002	PIERCE	001994	TANKER	552,559.02	45.00%	248,471.57
5	2004	SCOTT	929040	AIR TLR	68,753.49	30.00%	20,626.05
6	2007	FORD	C66397	BRUSH	82,093.18	10.00%	8,209.32
7	2009	CHEV	142858	RESCUE	62,616.76	10.00%	6,261.68
8	2010	SPARTAN	072352	ENGINE2	437,089.31	10.00%	43,708.93
TOTALS					2,317,205.29		1,493,520.70

*SciO - September 2010*

**Exhibit E**  
**Proposed Cost Allocation Method**

<b>Unit</b>	<b>Population</b>	<b>% Total Pop.</b>
Dexter Twp	6,042	18.36%
Dexter Village	4,067	12.36%
Scio Twp	16,470	50.05%
Webster Twp	6,328	19.23%
<b>Total</b>	<b>32,907</b>	<b>100.00%</b>

2010 Census

<b>Unit</b>	<b>SEV</b>	<b>% Total SEV</b>
Dexter Twp	\$342,092,600	14.57%
Dexter Village	\$205,837,200	8.76%
Scio Twp	\$1,372,951,400	58.46%
Webster Twp	\$427,843,600	18.22%
<b>Total</b>	<b>\$2,348,724,800</b>	<b>100.00%</b>

Washtenaw County Report, 2011

<b>Unit</b>	<b>Usage*</b>	<b>% Total Usage</b>
Dexter Twp	811	13.84%
Dexter Village	898	15.33%
Scio Twp	3,251	55.50%
Webster Twp	898	15.33%
<b>Total</b>	<b>5,858</b>	<b>100.00%</b>

\* - Usage shall be the total of the prior three years Department Runs for the Member's service area except that Scio Twp's Usage was increased by 25% for the calendar years prior to the Effective Date of this Agreement

Actual data from 2009, 2010 and 2011 (Scio is 2008,2009,2010)

<b>Unit</b>	<b>Population</b>	<b>SEV</b>	<b>Usage</b>	<b>Total</b>
Dexter Twp	5.51%	4.37%	5.54%	15.42%
Dexter Village	3.71%	2.63%	6.13%	12.47%
Scio Twp	15.02%	17.54%	22.20%	54.75%
Webster Twp	5.77%	5.46%	6.13%	17.37%
<b>Total</b>	<b>30.00%</b>	<b>30.00%</b>	<b>40.00%</b>	<b>100.00%</b>

Sample Budget                      \$2,208,618

<b>Unit</b>	<b>Budget Allocation</b>	
Dexter Twp	\$340,464.01	( 15.42% of comb. Budget)
Dexter Village	\$275,378.91	( 12.47% of comb. Budget)
Scio Twp	\$1,209,241.76	( 54.75% of comb. Budget)
Webster Twp	\$383,533.31	( 17.37% of comb. Budget)
<b>Total</b>	<b>\$2,208,618.00</b>	

February 10, 2012

Webster Township Board of Trustees  
5665 Webster Church Rd  
Dexter, MI 48130

Dear Trustees:

In response to the questions and concerns voiced at the January 16, 2012 Regional Fire Committee roundtable, the Committee has summarized the direct benefits that Webster Township will receive by participating in the proposed consolidation of the Dexter Area Fire Department and the Scio Township Fire Department. The benefits fall into four basic categories: level of service, cost, budget control and board representation. This letter also addresses the issue of response to calls for service on the expressways that run through Scio Township. The Committee respectfully requests that you review the information contained in this letter and provide feedback to the Committee - additional questions are welcomed.

#### **Higher Level of Service (Lower Response Times)**

The level of service to Webster, as measured by response time, will improve measurably under the consolidated department. The new department will deliver better service for two primary reasons:

- Shorter distances from responding stations to Webster residents.
- Improved coordination of response to simultaneous or overlapping calls for service.

The attached maps outline estimated response time from each station of the consolidated department and clearly illustrate the service improvement attributed to the proximity of residences to a responding station.. The east and especially the northeast sections of Webster will realize an improved level of service with the addition of coverage from the Scio station.

In an effort to provide additional objective data documenting improved service, the Committee has determined the distance from every address in Webster Township to each current and proposed fire station within the combined DAFD-Scio service area. 2012 Webster assessing data was utilized to obtain current addresses; a total of 2991 addresses were analyzed. The distance, in road miles, from each address to the following fire stations was determined:

- Station 1 – 8140 Main Street in Dexter Village
- Station 2 – 12088 N. Territorial (Multi Lake Sewer) in Dexter Township
- Station 3 – 5665 Webster Church in Webster Township
- Station 4 – 1055 N. Zeeb in Scio Township
- Station 5 – 11485 N. Territorial at Dexter Townhall Rd in Dexter Township

*(Note that Station 1, 2 and 4 are currently manned 24/7 with full-time staff, Station 3 currently functions as storage for apparatus but is not staffed with fire fighters and Station 5 is the proposed location of a new station to be built by Dexter Township. A detailed summary of the address data is attached.)*

A distance of less than five (5) road miles to a responding station is a widely recognized benchmark of a fire department's capacity to deliver an acceptable level of service. This criterion is used by the Insurance Service Organization (ISO) when rating fire departments and most providers of homeowners' insurance utilize the ISO ratings to determine insurance rates. The "5-mile" criterion is especially important for emergency medical responses since approximately 70% of all calls are medical related.

Currently, only 1,583 (52.9%) Webster addresses are located within five road miles of a single DAFD staffed fire station and 268 (9.0%) addresses are located within five miles of two DAFD staffed fire stations. If DAFD consolidates with Scio, 156 (5.2%) addresses will be closer to one of the consolidated responding stations. In addition, 972 (32.5%) addresses will be located within 5 miles of two responding stations. The distance analysis also showed that 730 Webster Township addresses are within 5 miles of the existing Scio Township Station, which means there will be improved service during periods of overlapping calls. Being within five miles of two stations is particularly important to ensure consistent service delivery during overlapping calls or major incidents.

Presently, nearly half (47.1%) of Webster addresses are located greater than five road miles from a staffed fire station. However, the level of service provided to those addresses would improve dramatically if the Webster Board elects to provide living quarters at the current Station 3 or chooses to construct a new Station 3. Either DAFD or the consolidated department is able to provide staffing for Station 3. With Station 3 staffed, the number of addresses located outside the 5-mile response area is reduced to only 458 (15.3%) and, of those, all will be much closer to a responding station than before. A staffed Station 3 also increases the number of addresses that are within 5 miles of multiple fire stations thereby stabilizing the level of service during overlapping calls and major incidents. Under a consolidated department, 1490 (49.8%) addresses will be within 5 miles of two responding stations and 629 (21.0%) addresses will be within 5 miles of three responding stations.

The fire Committee strongly endorses Webster's future plan to construct and staff Station 3. As noted above, Station 3 will significantly improve the level of service to residents of Webster. The consolidation of DAFD and Scio will help Webster achieve a staffed substation more quickly due to the ability to share the cost among more partners. Additionally, under a consolidated department, Webster's share of the Station 3 staff costs will be significantly less.

Another immediate service improvement in Webster Township after consolidation is access to five Scio Township fire fighters currently residing within Webster Township. As members of Scio's department, these fire fighters respond in Webster only if Scio Township is requested via mutual aid and their response, if needed, is delayed. After consolidation, these fire fighters will be notified immediately when there is a call and provide much quicker response within the township.

### **Lower Cost**

Webster Township's allocated contribution to the DAFD budget for years 2009 through 2011 was/is as follows:

- 2009 - \$310,795 contribution (31.2% of the \$998,600 DAFD budget)
- 2010 - \$329,903 contribution (32.4% of the \$1,020,463 DAFD budget)
- 2011 - \$407,510 contribution (39.5% of the \$1,032,023 DAFD budget)
- 2012 - \$452,779 contribution (36.2% of the \$1,252,368 DAFD budget)

Using the new fire department cost allocation model, the Committee estimates that Webster Township's costs for the first year of the consolidation would be \$379,921 -- a decrease of \$72,858, or 16.1% from Webster's 2012 DAFD contribution. The Committee's estimate is based on a consolidated department budget that is equal to the combined 2012 DAFD and 2011/12 Scio budgets.

At the roundtable meeting, Webster Board members acknowledged the projected first year cost savings but were skeptical about their future costs in a consolidated department. While the Committee cannot guarantee continued Webster savings, there is a solid basis for the belief that savings to Webster will be sustained for two key reasons:

- The consolidated department will produce significant operational efficiencies thereby lowering overall costs for all.
- Webster's percentage contribution to the consolidated budget is far lower (approximately 17%) than Webster's current percentage contribution to the DAFD budget (36.2% in 2012). Therefore, the consolidated fire department budget would have to rise significantly - over \$454,000 or 20.5% - before Webster's cost share under the new department is equal to their 2012 DAFD contribution.

Provision of the identical level of service by the consolidated department as currently provided by DAFD will not result in any budget increases. However, when Webster decides it is time to increase its level of service by constructing a substation, the cost to Webster for staffing the new substation will be substantially lower under a consolidated department.

One of the most significant operational efficiencies and related cost saving that will result from the consolidation of departments is improved management of major apparatus. For example, both DAFD and Scio are currently in need of a new tower truck. The cost of a new tower truck is projected to be approximately one million dollars. Under DAFD's current cost allocation, Webster would be responsible for 36.2 % or approximately \$362,000.00 of the total cost for the truck. Since the consolidated department will only need one tower truck, Webster would share in the million dollar cost savings for the region. In addition to the regional savings, Webster's reduced cost share (17%) under the consolidated department would save Webster an additional \$192,000.00 on a new tower truck. The cost savings associated with the tower truck are significant and easy to measure. It should be noted, however, that consolidation will provide additional opportunities to reduce apparatus cost by avoiding duplication of equipment that can be shared.

Consolidation will also lower the cost for all DAFD municipalities for runs from DAFD stations into Scio Township that are currently handled free of charge under mutual aid. These calls will be included in the cost allocation model and billed to Scio Township. DAFD has responded to an average of 23 mutual aid runs to Scio Township over the past 3 years (70 total).

### **Budget Control and Predictability**

The annual Dexter Area Fire Department (DAFD) budget is developed and approved by the DAFD Board without direct input or approval by the Webster Township Board. The proposed Interlocal Agreement provides for the same budget approval process with one important difference. If the new Fire Board proposes a budget with an increase in expenditures greater than 3% over the Consumer Price Index (CPI), approval of the budget is contingent on the affirmative vote of a majority of the governing bodies of all the participating municipalities.

This provision adds a measure of direct cost control and ensures the involvement of the governing bodies of Webster Township and all the other participating municipalities for major budgetary decisions.

DAFD allocates cost based solely on the previous years' number of runs to each municipality. Since the number of annual runs to each municipality can vary significantly, DAFD's cost allocation method often results in considerable year to year differences in apportioned cost. The proposed new Interlocal Agreement will eliminate sharp fluctuations in the year to year costs in two ways.

First, costs will be allocated based on a weighted formula of three factors:

- Population - 30%
- State Equalized Value (SEV) - 30%
- Rolling three year run average - 40%

Since the year to year variation in population and SEV is very small, 60% of the budget will be allocated based on factors with a high degree of stability. The second way that year to year fluctuation will be reduced is by the use of a three-year rolling average of runs, instead of only the previous years' run total. The improvements to the cost allocation model will provide increased predictability and stability for each municipality as they develop their own public safety budgets.

One additional financial related change is the timing of the fiscal year. The current fiscal year of the DAFD runs on the calendar year. Under the new agreement, the fiscal year will be April to March, which is the same as Webster Township's fiscal year. The alignment of the fiscal years will make budgeting for annual fire expenses easier for each of the Townships.

### **Board Representation**

The current DAFD agreement provides two municipalities with two representatives on the Board and one municipality with two regular plus one "at large" representative for a total three making it a seven member Board. Under this arrangement, one municipality has only to persuade one other representative to achieve a controlling majority on any question. Due to the six year Board terms, the influence of one municipality is continuous for a long period of time. The current DAFD Board "at large" representative is from Dexter Township.

The proposed Interlocal Agreement provides three municipalities with two representatives and one municipality (the largest contributor) with three representatives for a total of nine Board members. Under this arrangement, the largest contributing municipality would need to garner the support of at least two other representatives to achieve a controlling majority.

In practice, governing bodies seldom decide any question without consensus of the entire board. However, if DAFD and Scio combine it will be more difficult for Scio Township to control a question than it currently is for Dexter Township to do the same thing. As an added protection against the undue influence of one municipality, the proposed Interlocal Agreement requires the vote of a majority of the entire board (5 votes) to decide any question.

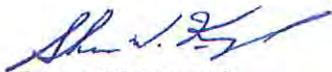
**Expressway Calls for Service**

The current DAFD service area does not include any portion of I-94 or M-14. Under consolidation, the new department will be responsible for coverage of these expressways in Scio Township. Questions have arisen over whether or not responses to the highway will leave other portions of the combined service area with inadequate or no coverage.

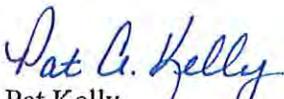
It is true that the expressway can generate multiple calls for service, especially in bad weather. However, the Committee believes that the expressway calls will not negatively impact the DAFD service area to any greater extent than what happens now. The reason for this assertion is simple – mutual aid. Currently, if Scio is responding to a call on I- 94 and another call comes in, Scio Township simply requests mutual aid from DAFD. Similarly, if there is a major incident on I-94, DAFD would more than likely provide mutual aid to the scene or at least backup to other portions of Scio. Therefore, the reality is that DAFD already helps Scio with expressway coverage and that DAFD's assistance will continue whether or not a consolidation occurs. The difference under consolidation is that Scio would pay for the service provided. The consolidation of DAFD and Scio will facilitate better response management to all overlapping calls for service – on I-94 and elsewhere such as North Territorial – due to the central control of additional resources.

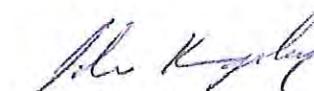
The Committee sincerely appreciates your participation in the roundtable and also the valuable contribution that your questions and comments provide to the process. We also thank you in advance for your thoughtful consideration of this letter and your continued input if you have additional questions or concerns. We hope that we will be able to move forward with this strategic partnership, which we firmly believe is in the best interest of all of our communities and the region as a whole.

Sincerely,

  
Shawn W. Keough  
President, Village of Dexter

  
Spaulding Clark  
Supervisor, Scio Township

  
Pat Kelly  
Supervisor, Dexter Township

  
John Kingsley  
Supervisor, Webster Township

## Webster Township Distance Data

Current and Proposed Stations within Consolidated Area	Webster Twp Addresses Within 5 Miles	Percent Addresses within 5 Miles
Station 1 - 8140 Main, Dexter Village	1529	51.2%
Station 2 - 12088 N. Territorial (MLSA), Dexter Township	261	8.7%
Station 3 - 5665 Webster Church, Webster Township	2095	70.1%
Station 4 - 1055 Zeeb, Scio Township	730	24.4%
Station 5 - 11485 N. Territorial @ Dexter Town Hall	569	19.0%

- Station 1, 2 are currently manned 24/7 with full time staff by DAFD.
- Station 4 is currently manned 24/7 with full time staff by Scio Township.
- Station 3 is used by DAFD for apparatus storage and not currently staffed.
- Station 5 is proposed to take the place of Station 2.

Number of Stations Within 5 Miles *	DAFD				Consolidated Department			
	Current Stations		With Station 3		Current Stations		With Station 3	
	Number of Webster Twp Addresses	Percent						
0	1408	47.1%	458	15.3%	1408	47.1%	458	15.3%
1	1583	52.9%	2410	80.6%	1583	52.9%	2533	84.7%
2	268	9.0%	1167	39.0%	972	32.5%	1490	49.8%
3	0	0.0%	0	0.0%	0	0.0%	629	21.0%

\* Data for proposed Station 5 is not included in the above table.

Addresses were obtained from the 2012 Webster Township Assessment Roll. Distance measurements from a total of 2991 addresses were analyzed.