



**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. February Citation List
4. Invitation to Dexter Community Schools “From Bus to Business”
5. Letter to Comcast
6. Information from DTE Regarding Meter Changes
7. Information on the Transit Authority 4 Party Agreement

**Page # 23-40**

**I. REPORTS:**

1. Community Development Manager Report– Allison Bishop
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**

**Page # 41-46**

*“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 # 47-62**

5. President’s Report

**Page # 63-64**

**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: \$174,686.18

**Page # 65-72**

2. Consideration of: Knights of Columbus Tootsie Roll Sale on Village Sidewalks from March 30, 2012 to April 1, 2012

**Page # 73-74**

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

1. Discussion of: Cityhood Next Steps

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

1. Consideration of: Main Street Resurfacing Bid Award to Pro-Line Asphalt Paving Corp. in the amount of \$254,162.70

**Page # 75-76**

2. Consideration of: Proposal from Orchard, Hiltz & McCliment for Construction Services/Testing Services for the Main Street Resurfacing project in an amount not to exceed \$47,000 and Additional Design Services in the amount of \$3,400

**Page # 77-86**

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3. Discussion of: Central Street Project  
**Page # 87-96**
  
4. Consideration of: Approval of Sludge Hauling Contract with BioTech Agronomics  
**Page # 97-110**
  
5. Consideration of: Resolution to Adopt the Updated Engineering Standards  
**Page # 111-112**
  
6. Consideration of: Resolution and Agreement to Allow Employees to Voluntarily Participate in the Municipal Employees Retirement System of Michigan's 457 Plan  
**Page # 113-120**
  
7. Consideration of: Resolution to Support the Conceptual Interlocal Agreement for Fire and Rescue Services with Dexter Township, Scio Township, Webster Township and the Village of Dexter  
**Page # 121-154**
  
8. Consideration of: Budget Amendment for the Purchase of Playground Equipment with the 5 Healthy Communities Grant  
**Page # 155-156**

**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**

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

DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, FEBRUARY 27, 2012

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

The meeting was called to order at 7:32 PM by President Pro Tem Tell in the absence of President Keough at the Dexter Senior Center located at 7720 Ann Arbor Street in Dexter, Michigan.

**B. ROLL CALL:** President Keough - absent

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

Also present: Courtney Nicholls, Assistant Village Manager; Allison Bishop, Community Development Manager; Carol Jones, Village Clerk; Jason Hilberer, president of the Dexter Firefighters Association; Mark Ouimet, State Representative; residents and media.

**C. APPROVAL OF THE MINUTES**

- 1. Regular Council Meeting – February 13, 2012

Motion Smith; support Cousins to approve the minutes of the Regular Council Meeting of February 13, 2012 as presented.

Unanimous voice vote for approval with Trustee Fisher and President Keough absent

**D. PREARRANGED PARTICIPATION**

None

**E. APPROVAL OF THE AGENDA**

Motion Cousins; support Smith to approve the agenda with following additional information:

- I-4, Village Manager Report, *Opening Walk Celebration* and *Comcast Letter*
- J-1, Consent Agenda, *Addition to Bills and Payroll*
- L-3, New Business, *5H Healthy Communities Grant Equipment Purchase*
- Newsletter from Dexter Daze

Unanimous voice vote for approval with Trustee Fisher and President Keough absent

**F. PUBLIC HEARINGS**

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

None

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

Alex Garnepudi of the American Cancer Society and the representative for Dexter introduced himself and thanked the Council for last year's support for Relay for Life held in Monument Park.

## **H. COMMUNICATIONS:**

1. Upcoming Meeting List
  2. Sign Calendar
  3. Dexter Area Historical Society and Museum Winter Newsletter
  4. Scio Township Winter Newsletter
- Ms. Nicholls mentioned an addition to the meeting list, February 29 at 5:30 PM, the meeting of the Farmer's Market/Community Garden Committee.

## **I. REPORTS**

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

Ms. Bishop submits her report as per packet. Ms. Bishop gave the following updates:

- Mentioned the waterless restroom for the park and will be included in the 2012-2013 budget request. Mr. Semifero also mentioned a discussion at the Parks and Recreation Meeting about having such facilities in Monument Park.
- Looking at the re-naming of Warrior Creek Park because of the confusion with the name. Suggestion is to make both parks Mill Creek Park.
- Spoke about the kiosk at the entrance to Warrior Creek Park and that it should be a 20 foot sign. Also mentioned the signage at Mill Creek Park that were created by a student project and would be used as a public educational tool. Mr. Cousins mentioned that the Arts, Culture & Heritage committee would like to place a historic sign near the dam and another downtown.
- Gave a presentation to the Cedars group on the park projects and connection into Westridge.
- Have got the OK from the Washtenaw County Road Commission to try to reduce the flooding under the Main Street Bridge and will be including this in the 2012-2013 budget request.
- Change orders in Mill Creek Park will be presented at the next Council Meeting. They include increasing the width of the Americans with Disabilities Act (ADA) ramp from 8 feet to 10 feet, repairs to two storm pipes, and changing the planned temporary asphalt from Forest Street to the cemetery (along the front of DAPCO) to concrete.
- The final cost of the Westridge connector was \$128,072.60.
- All three years of back taxes have been paid by Blackhawk Development.
- Working through the car parking issue in the parking lot at Grand and Baker.

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

None

3. Subcommittee Reports

Downtown Fire Detection  
Economic Preparedness  
Facilities

**Website – Jim Smith**

Mr. Smith reported that the Website Committee went to Lansing last week to meet with the vendor and website designer. They will be coming to Dexter on Thursday (March 1). Mr. Smith was asked the question as to when he expects the website will be up and he responded possibly May 1.

4. Village Manager Report

Mrs. Dettling submits her report as per packet. In the absence of Mrs. Dettling, Assistant Manager Courtney Nicholls gave the following verbal updates:

- The Village was excited to get the Department of Environmental Quality (DEQ) termination of the Administrative Consent Order from September 12, 2008.
- Information was included in the packet on the work session on March 10 beginning at 8 am.
- Answered a question regarding the sludge hauling contract.

5. President's Report

Mr. Keough submits his report as per packet.

**J. CONSENT AGENDA**

1. Consideration of: Bills and Payroll in the amount of \$288,570.59
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.
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

Motion Cousins support Smith to approve items 1, 2 and 3 of the Consent Agenda.

Unanimous voice vote for approval with Trustee Fisher and President Keough absent

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

1. Discussion of: Cityhood Next Steps

Ms. Nicholls reported that we are now waiting for the State Boundary Commission to post those comments received and then the Village will have a seven day period to respond.

**L. NEW BUSINESS-Consideration of 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

Motion Carson; support Semifero based on the recommendation from Planning Commission to distribute the Draft Master Plan to adjacent jurisdictions in accordance with PA 33 of 2008.

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

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

Motion Semifero; support Carson to select Scenario 1 as the re-financing option of the three bonds from the Rural Development Program.

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

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

Motion Carson; support Smith to approve the purchase of a Boulder Play Climer in an amount not to exceed \$13,150 with \$10,000 from the grant from the 5H Grant Committee, the Village match of \$2150 and \$1000 from Washtenaw County Parks.

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

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"

Motion Smith; support Carson to approve the concurrent resolution to authorize the Village of Dexter to conditionally enter into an Amendment Interlocal Agreement known as the "Dexter Area Fire Department".

Ayes: Tell, Carson, Cousins, Smith and Semifero

Nays: None

Absent: Fisher and Keough

Motion carries

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

Discussion included but was not limited to incorporating the Master Service Response Plan as an action item and concerns about the name and location of the administrative offices.

*President Keough entered the meeting at 8:26 PM*

President Keough reported on taking to the Regional Fire Committee the Village comments from the February 13, 2012 meeting.

*Trustee Fisher entered the meeting at 8:34 PM*

Discussion followed that Washtenaw Fire & Rescue doesn't work and acknowledged the service of various areas but don't get hung up on the name.

State Representative, Mark Ouimet, addressed Council about the issue of combining departments and mentioned that historically the two biggest issues have been the name and the color of the trucks. Mr. Ouimet offered his assistance if needed.

## **M. COUNCIL COMMENTS**

Carson	None
Fisher	None
Smith	None
Jones	Invited all to St. Andrew's monthly dinner on Thursday of Corned Beef and Cabbage.
Keough	Thanks to Ray for conducting the meeting and thanks to all for helping to achieve the subdivision connector. I have had more comments on that than anything in the last five years.
Semifero	There will be an Easter Egg Hunt at Community Park on April 7 and asked all to come and help. Mr. Semifero also commented that there should be more spaces on the park and road closure application to make it easier to read.
Cousins	Healthy Walking Communities have scheduled an event on March 24 <sup>th</sup> to show off the new walking areas in the community
Tell	None

**N. NON-ARRANGED PARTICIPATION**

Julie Knight of 7765 Third Street, Dexter mentioned that she has sat through two meetings and asked why not just take a vote on the naming of the fire department. President Keough explained the Council's policy and that a vote would be taken at the next meeting.

Alex Garnepudi of the American Cancer Society thanked the Council for once again allowing the Relay for Life event to come to Dexter in Monument Park.

Jason Hilberer, President of the Dexter Area Firefighters Association gave an update since the last Council meeting. He mentioned that he has had a discussion with their association, have asked to meet with the Scio Fire Department and waiting to hear back from them. He suggested that the Village draft a letter to the other entities to get their feelings on a name change for the fire department.

**O. ADJOURNMENT**

Motion Smith; support Carson to adjourn at 9:12 PM.

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

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

AGENDA 3-12-12

ITEM F-1

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

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

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

**MEMO**

**To: President Keough and Council**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: March 2, 2012**  
**Re: K-Space Public Hearing/Consideration of Approval Resolution**

K-Space Holdings, Inc located at 2182 Bishop Circle East has submitted an Industrial Facilities Tax Exemption request for a 50% tax abatement on approximately \$85,754 in new personal property and \$704,132 in real property improvements at their facility for a period of 7 years. The project consists of a 6,800 square foot addition to meet increased demand for thin films and imaging products. The value of the abatement is approximately \$2,677 in Village taxes and approximately \$6,065 in taxes from other entities including Scio Township, Dexter District Library, Dexter Community Schools, Washtenaw County, Washtenaw County Intermediate School District and Washtenaw Community College. The project is expected to lead to the addition of 10 jobs onto their existing workforce of 15.

The goal of the Village's Industrial Facilities tax abatement program is to encourage new companies to invest in our community and to assist our existing companies as they continue to invest in their businesses. The amount of temporary tax relief that a business is eligible for is based on the value of their investment in the community as determined by the Village's abatement evaluation criteria. By granting the abatement, the Village helps relieve the tax burden created by the company's financial investment. The Village benefits by receiving 50% of the tax revenue that we wouldn't otherwise have received if the company had not made the investment. In the case of K-Space the additional revenue is \$2,677, which will be increased to \$5,354 after the abatement expires. This is calculated as the taxable value (half of the total value of the improvements - \$394,943) divided by \$1,000 and multiplied by half the Village millage rate (6.7781). The Village also benefits from the jobs that are brought to and retained in the community.

Included with this item is a listing of the Village's current and recently expired Industrial Facilities Tax Exemptions.

Requested action - Please hold the public hearing on the request and consider the proposed resolution to approve the abatement.

NOTICE OF PUBLIC HEARING  
INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE  
DEXTER VILLAGE COUNCIL

The Dexter Village Council will hold a public hearing **Monday, March 12, 2012** at 7:30 p.m. at the Dexter Senior Center, 7720 Ann Arbor Street, Dexter, Michigan. The purpose of the hearing is to receive public input on an application filed by **K-Space Holdings, Inc located at 2182 Bishop Circle East, Dexter Michigan**, for an Industrial Facilities Tax Exemption Certificate.

K-Space is constructing an addition to meet increased demand for thin films and imaging products. The project consists of approximately \$704,132 in new real property investment and \$85,754 in new personal property investment. The exemption would abate 50% of the property taxes on the taxable value of the real and personal property investment at their facility located in Dexter Michigan for a period of 7 years.

The application is on file and available for review at the Village Office, 8123 Main Street, 2<sup>nd</sup> Floor of the PNC Bank Building, Dexter, Michigan, weekdays between 9:00 a.m. and 5:00 p.m. Written comments regarding this project should be submitted to the Village Manager, and must be received no later than 5:00 p.m. **Tuesday, March 6, 2012.**

Donna Dettling  
Village Manager

**RESOLUTION # -2012**

**RESOLUTION APPROVING THE REQUEST FROM  
K-SPACE HOLDINGS FOR AN INDUSTRIAL  
FACILITES EXEMPTION CERTIFICATE FOR REAL  
AND PERSONAL PROPERTY INVESTMENTS  
LOCATED AT 2182 BISHOP CIRCLE EAST, DEXTER  
MI**

The following resolution was offered by Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_

WHEREAS, pursuant to P.A. Act 198 of 1974, M.C.L. 207.551 et seq., after duly noticed public hearing held on May 26, 1987 the Council by resolution established an Industrial Development District at the Dexter Business and Research Park; and

WHEREAS, *K-Space Holdings*, has filed an application for an Industrial Facilities Exemption Certificate with respect to real property investment of \$704,132 and personal property investment of \$85,754 at their facility located at 2182 Bishop Circle East; and

WHEREAS, before acting on said application, the Village of Dexter held a hearing on March 12, 2012 at the Dexter Senior Center, 7720 Dexter-Ann Arbor Street, Dexter Michigan at 7:30 p.m., at which the applicant, the Assessor and a representative of each of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, completion of the proposed investment is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the Village of Dexter; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the Village of Dexter, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property this exempted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF DEXTER THAT:

1. The Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the Village of Dexter, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the Village of Dexter.
2. The application of *K-Space Holdings* for an Industrial Facilities Exemption Certificate with respect to real property investment of \$704,132 and personal property investment of \$85,754 at their facility located at 2182 Bishop Circle east be approved as submitted.
3. The Industrial Facilities Exemption Certificate when issued shall be and remain in full force and effect for a period of 7 (seven) years. The applicant shall remain within the Village of Dexter during the period of time for which the individual applications for abatement has been approved. **If the applicant relocates within this period of time, the applicant shall pay to the affected taxing units an amount equal to those taxes it would have paid had the abatement not been in effect.**

AYES:

NAYS:

ABSENT:

**RESOLUTION DECLARED ADOPTED**

**THIS 12<sup>th</sup> DAY OF MARCH 2012**

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Shawn W. Keough, Village President

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Council of the Village of Dexter, County of Washtenaw, State of Michigan, at a regular meeting held on the 12<sup>TH</sup> day of March 2012, with a duly noticed public hearing held on March 12, 2012.

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Carol J. Jones, Village Clerk

# Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Carole J. Jones</i>	Date received by Local Unit <b>2-6-2012</b>
STC Use Only	
Application Number	Date Received by STC

## APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) <b>K-Space Holdings, LLC</b>		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <b>335416</b>	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <b>2182 Bishop Circle East, Dexter MI 48130</b>		1d. City/Township/Village (indicate which) <b>Dexter Village</b>	1e. County <b>Washtenaw</b>
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))		3a. School District where facility is located <b>Dexter Public Schools</b>	3b. School Code <b>81050</b>
		4. Amount of years requested for exemption (1-12 Years) <b>7</b>	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

K-Space is expanding by 6,800 s/f to meet increased demand for thin films and imaging products.

6a. Cost of land and building improvements (excluding cost of land) .....	▶ <b>\$704,132.00</b>
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures .....	▶ <b>\$85,754.00</b>
* Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs .....	▶ <b>\$789,886.00</b>
* Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▶	9/30/11	9/30/13	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	9/30/11	9/30/13	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption.    Yes    No

9. No. of existing jobs at this facility that will be retained as a result of this project.   **15**      10. No. of new jobs at this facility expected to create within 2 years of completion.   **10**

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....

b. TV of Personal Property (excluding inventory) .....

c. Total TV .....

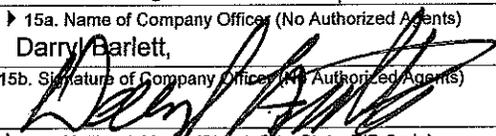
12a. Check the type of District the facility is located in:  
 Industrial Development District       Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit)      12c. Is this application for a speculative building (Sec. 3(8))?  
*May 26, 1987*       Yes    No

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Donna Shirilla	13b. Telephone Number (734) 821-0077	13c. Fax Number (734) 761-9062	13d. E-mail Address donna@annarborusa.org
14a. Name of Contact Person Kristine Krueger	14b. Telephone Number (734) 426-7977	14c. Fax Number (734) 426-7955	14d. E-mail Address khkrueger@k-space.com
▶ 15a. Name of Company Officer (No Authorized Agents) Darryl Barlett,			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (734) 426-7955	15d. Date 2/6/12
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 2182 Bishop Circle East, Dexter, MI 48130		15f. Telephone Number (734) 426-7977	15g. E-mail Address djbarlett@k-space.com

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission**  
Michigan Department of Treasury  
P.O. Box 30471  
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

K-Space IFT

**LEGAL DESCRIPTION**

2182 Bishop Circle East, Dexter Village, Mich.

Parcel # HD-08-07-125-037

Description: LOT 37 OF DEXTER BUS + RES PARK NO 2, PT NW ¼ SEC 8, T2S-R5E, 1.80 AC

INFORMATION FOR TAX ABATEMENT  
k-Space Associates, Inc.

**NEW MACHINERY AND EQUIPMENT**

<u>Equipment</u>	<u>Cost</u>	<u>Purchase date</u>
IR-518/301 Blackbody Source & Controller System	6,075	1/17/2012
Optical Table (VIS3660-RG2-325N)	6,509	12/21/2011
Optical Table (VIS3660-RG2-325A)	4,270	12/21/2011
Clark Hi-Lo Truck	6,000	12/21/2011
ACER EVS E-MILL MACHINE	9,745	12/20/2011
Teenesco Workbenches with Risers	3,887	12/19/2011
Leybold Rotary Vacuum Pump	1,550	12/19/2011
Digital Oscilloscope, 20MHz	1,006	12/19/2011
7 Lenovov ThinkPad computers w/MS office Suite	5,122	12/16/2011
Craftsman Workstation	965	12/16/2011
Vertical Wave 500 Phone System	19,900	12/13/2011
2 PowerEdge T310 Servers	9,912	10/31/2011
Internal RAID controller for kSA Server T310	225	11/22/2011
DRO Mill System Kit	833	11/7/2011
5 Desks	2,975	12/1/2012
5 Chairs	800	12/1/2012
5 Computers w/monitor	3,750	12/1/2012
8 Desktop Printers	480	12/1/2012
5 Telephone Handsets (Vertical Edge 700 Digital)	1,400	12/1/2012
Misc. Desk Accessories & Supplies ( sets)	350	12/1/2012
<b>Cost for New Machinery and Equipment</b>	<b>85,754</b>	

**CONSTRUCTION BREAKDOWN**

Sitework	284,681	INCLUDES "general conditions, permits
Structural	321,948	
Electrical	79,370	
Mechanical	18,133	

**Total Construction** **704,132**

**TOTAL MACHINERY AND EQUIPMENT** **789,886**



**VILLAGE OF DEXTER  
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION  
TAX ABATEMENT FORM  
REAL PROPERTY**

Company:

**SECTION 2. EMPLOYMENT**

**A. Jobs**

1	Number of Jobs retained	<u>15</u>	X	0.5	=	<u>7.5</u>
						(Max 25)
2	Number of New Jobs	<u>10</u>	X	0.5	=	<u>5</u>
						(Max 25)
<b>Total Section 2 Points</b>						<u>12.5</u>
						(Max 25)

**SECTION 3. AESTHETIC & PRACTICAL FEATURES**

A. The Dexter Village Planning Commission will evaluate the approved final site plan for aesthetic and practical features and award points based on the scale below

Exemplary (2) points    Well Designed (1) point    Adequate (0) points

Building architecture & site compatibility	<u>1</u>
Building exterior construction materials	<u>1</u>
Landscaping & screening	<u>1</u>
Exterior lighting & identification	<u>1</u>
Traffic flow, safety & efficiency	<u>1</u>
<b>Total Section 3 Points</b>	
<u>5</u>	
(Max 10)	

**VILLAGE OF DEXTER  
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION  
TAX ABATEMENT FORM  
REAL PROPERTY**

Company:

**SECTION 4. COMMITMENT TO COMMUNITY**

For businesses with existing operations in the Village OR Dexter school district the following BONUS points will be awarded

How long has the company had ongoing operations in the Village or School District?

Village	48	Months
Dexter School District	48	Months

A. Time in Community	Village	School District	
For 6 to 36 months add:	2.50	1.20	
For 37 to 96 months add:	5.00	2.40	
For 97 to 144 months add:	7.50	3.60	
For 145 or more months add:	10.00	5.00	
			<b>Total Section 4 Points</b>
			7.4
			(Max 10)

**SECTION 5. COST TO COMMUNITY**

A.	1 Added infrastructure costs directly necessitated by this development (including engineering):	\$0
----	---	-----

If the cost to community is zero then skip this section.  
If there are community costs use the following calculation to determine the number of points to subtract.

Total Project Cost: \$	_____	=	0
Total Community Cost	\$0		

- a. 100 or greater, subtract ZERO points for each point decline below 100.
- b. 99 to 50, subtract 0.2 points for each point decline below 100.
- c. 49 to 30, subtract 0.42 points for each point decline below 100.
- d. 29 to 1, subtract 1.0 point for each point decline below 100.

<b>Total Section 5 Points</b>	0
	(Max -100)

<b>Total Application Points</b>	45.9
	(Max 110)



**VILLAGE OF DEXTER  
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION  
TAX ABATEMENT FORM  
PERSONAL PROPERTY**

**SECTION 3. COMMITMENT TO COMMUNITY**

For businesses with existing operations in the Village OR Dexter school district the following BONUS points will be awarded

How long has the company had ongoing operations in the Village or School District?

Village 48 Months  
Dexter School District 48 Months

**A. Time in Community**

	<b>Village</b>	<b>School District</b>
For 6 to 36 months add:	2.50	1.20
For 37 to 96 months add:	5.00	2.40
For 97 to 144 months add:	7.50	3.60
For 145 or more months add:	10.00	5.00

**Total Section 3 Points** 7.4  
(Max 10)

**SECTION 4. COST TO COMMUNITY**

**A. 1** Added infrastructure costs directly necessitated by this development (including engineering): \$0

If the cost to community is zero then skip this section.  
If there are community costs use the following calculation to determine the number of points to subtract.

$$\frac{\text{Total Project Cost: \$}}{\text{Total Community Cost}} = \frac{0}{\$0}$$

- a. 100 or greater, subtract ZERO points for each point decline below 100.
- b. 99 to 50, subtract 0.2 points for each point decline below 100.
- c. 49 to 30, subtract 0.42 points for each point decline below 100.
- d. 29 to 1, subtract 1.0 point for each point decline below 100.

**Total Section 4 Points** 0  
(Max -100)

**Total Application Points** 23.9  
(Max 110)

VILLAGE OF DEXTER  
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION  
TAX ABATEMENT FORM

YEARS OF TAX ABATEMENT ELIGIBILITY

<u>Points</u>	<u>Years</u>
0 - 9	0
10 - 19	1
20 - 29	2
30 - 39	3
40 - 49	4
50 - 59	5
60 - 69	6
70 - 74	7
75 - 79	8
80 - 84	9
85 - 89	10
90 - 94	11
95 - 100 +	12

VILLAGE OF DEXTER  
P.A. 198 INDUSTRIAL FACILITIES EXEMPTION  
TAX ABATEMENT FORM

**Company:**

*I understand that I have committed to remain within the Village of Dexter during the period of time for which the individual application for abatement has been approved, and that if my business relocates within this period of time I shall pay to the affected taxing units an amount equal to those taxes it would have paid had the abatement not been in effect.*

Signature: \_\_\_\_\_

Darryl Barlett

## Village of Dexter - Industrial Facilities Tax Exemptions

<b>Real Property - Active</b>			
Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
K-Space	2013	\$250,200.00	\$1,695.88
Berry & Associates	2015	\$188,600.00	\$1,278.35
QED - Application Pending at the State	2021	\$379,021.50	\$2,569.05
DAPCO - Application Pending at the State	2023	\$439,590.00	\$2,979.58
<b>Personal Property - Active</b>			
Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
Dexter Fastener	2012	\$661,800.00	\$4,485.75
Protomatic	2012	\$91,700.00	\$621.55
DAPCO	2013	\$165,300.00	\$1,120.42
DAPCO	2013	\$330,200.00	\$2,238.13
Berry & Associates	2015	\$39,500.00	\$267.73
QED - Application Pending at the State	2021	\$52,249.00	\$354.15
DAPCO - Application Pending at the State	2023	\$643,395.00	\$4,361.00
<b>Issued - Not Used as of 2011</b>			
Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
Dexter Research	2022	\$520,000.00	\$3,524.61
Dexter Research	2022	\$1,622,000.00	\$10,994.08
<b>Real Property - Expired Over The Past 5 Years</b>			
Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
Dexter Fastener	2007	\$819,000.00	\$5,551.26
Ann Arbor Fabrications	2007	\$749,000.00	\$5,076.80
Ann Arbor Fabrications	2008	\$205,000.00	\$1,389.51
Variety Die & Stamping	2009	\$264,000.00	\$1,789.42
Dexter Fastener	2011	\$1,905,300.00	\$12,914.31
Abeltech	2011	\$228,200.00	\$1,546.76
<b>Personal Property - Expired Over The Past 5 Years</b>			
Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
Dexter Fastener	2007	\$2,510,000.00	\$17,013.03
Dexter Fastener	2007	\$1,388,000.00	\$9,408.00
Protomatic	2007	\$205,000.00	\$1,389.51
Ann Arbor Fabrications	2007	\$10,000.00	\$67.78
Variety Die & Stamping	2009	\$166,000.00	\$1,125.16
DAPCO	2010	\$1,155,000.00	\$7,828.71
Dexter Fastener	2011	\$505,100.00	\$3,423.62
Abeltech	2011	\$3,200.00	\$21.69
Locations of Districts:			
Dexter Business and Research Park		Established May 26, 1987	
7931 Grand		Established August 14, 1995	
7300 Huron River Drive		Established November 23, 2009	

## 2012 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
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-Technical	3/7/2012	9:30 a.m.	Road Commission Offices	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Rhett Gronewelt
Dexter Village Council Work Session	3/10/2012	8:00 a.m.	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
Chelsea Area Planning Team/Dexter Area Region	3/19/2012	7:00 p.m.	Dexter Senior Center	<a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>	Jim Carson
Dexter Township Board	3/20/2012	7:00 p.m.	Dexter Township Hall	<a href="http://www.twp-dexter.org/">http://www.twp-dexter.org/</a>	
Dexter Village Parks Commission	3/20/2012	7:00 p.m.	Village Offices	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Joe Semifero
Webster Township Board	3/20/2012	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Regional Fire Consolidation	3/21/2012	3:30 p.m.	Scio Township Hall		Shawn Keough
Washtenaw County Board of Commissioners	3/21/2012	6:45 p.m.	Board Room, Admin Building	<a href="http://www.ewashtenaw.org/government/boc/">http://www.ewashtenaw.org/government/boc/</a>	
Webster Township Planning	3/21/2012	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Washtenaw Area Transportation Study-Policy	3/21/2012	9:30 a.m.	Scio Township Hall	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Jim Carson
Southeast Michigan Council of Governments	3/22/2012	4:30 p.m.		<a href="http://www.semco.org">http://www.semco.org</a>	Shawn Keough
Dexter Community Schools Board of Education	3/26/2012	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	3/26/2012	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Planning	3/26/2012	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	3/27/2012	7:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Western Washtenaw Area Value Express	3/27/2012	8:15 a.m.	Chelsea Community Hospital		Jim Carson
Farmers Market/Community Garden Oversight	3/28/2012	5:30 p.m.	Village Offices		Ray Tell

AGENDA 3-12-12  
ITEM H-1

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



2012 Sign Requests

AGENDA 3-12-12  
ITEM H-2

Month	Name of Group	Dates	Number Approved	Approval Date	Locations	Name of Group	Dates	Number Approved	Approval Date	Locations
January	St. Andrews - Blood Drive	12/29-1/9	2 - 28" x 22"	9/2/2011	8, 22					
	Friends of the Library - Book Sale	1/9-1/17	5 - 18" x 24"	11/22/2011	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					
February	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
	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"	11/22/2011	1, 4, 16, 19, 20					
March	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' - 18" x 24"	2/10/2012	1, 3, 5					
April	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"	11/22/2011	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					
	Community Orchestra - Concert	3/7-3/18	2 - 3' x 4'	3/2/2012	5, 9					
May	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 - Monthly Dinner	9/28-10/4	1 - 36" x 24"	1/23/2012	8
	St. Andrews - Blood Drive	4/2-4/16	2 - 28" x 22"	9/2/2011	8, 22	Friends of the Library - Book Sale	10/4-10/6	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20
	St. Andrew's - Monthly Dinner	4/6-4/12	1 - 36" x 24"	1/23/2012	8					
	Community Band - Concert	4/16-4/29	2 - 2' x 4' - 18" x 24"	2/10/2012	1, 3, 5					
June	St. Andrew's - Monthly Dinner	4/27-5/3	1 - 36" x 24"	1/23/2012	8					
	Community Orchestra - Concert	5/9-5/20	2 - 3' x 4'	3/2/2012	5, 9					
	Friends of the Library - Book Sale	5/31-6/2	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20					
November						St. Andrew's - Monthly Dinner	10/28-11/1	1 - 36" x 24"	1/23/2012	8
						Friends of the Library - Book Sale	11/1-11/3	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20
December						St. Andrew's - Monthly Dinner	11/30-12/6	1 - 36" x 24"	1/23/2012	8
						Friends of the Library - Book Sale	11/29-12/1	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, 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 - Warrrior Creek Park Drive, 27 - Dexter Flowers, 28 - Terry B's, 29-7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33-Lions Park, 35-Dexter Crossing Entrance, 36 - Dan Hoey/Dexter Ann Arbor, 37 - Dover/Main, 38 - Fourth/Central, 39 - Baker/Hudson, 40 - Inverness/Ann Arbor, 41 - Main/Jeffords, 42 - Third/Broad, 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.





# Washtenaw County Sheriff's Activity

Area: 39 Dexter Village  
Date Range: 02/01/2012 - 02/29/2012

## Activity Log Citation by Area Report

Log ID:	Date:	Location:	Ticket #:	Citation 1:	Citation 2:	Citation 3:
Log ID: 312925	Date: 02/02/2012	Location: MOBIL/DEXTER ANN ARBOR	Ticket #: NONE			
Log ID: 312925	Date: 02/02/2012	Location: DEXTER ANN ARBOR/BRISTOL	Ticket #: NONE			
Log ID: 313086	Date: 02/02/2012	Location: ANN ARBOR/EDISON	Ticket #: SH276462			
	Citation 1: C/I	IMPEDING TRAFFIC				
Log ID: 313287	Date: 02/03/2012	Location: DOVER/FOURTH	Ticket #: SH276463			
	Citation 1: C/I	IMPEDING TRAFFIC				
Log ID: 313287	Date: 02/03/2012	Location: FOURTH/DOVER	Ticket #: SH276464			
	Citation 1: C/I	IMPEDING TRAFFIC				
Log ID: 313555	Date: 02/05/2012	Location: DEXTER A2 / KENSINGTON				
Log ID: 313570	Date: 02/05/2012	Location: CENTRAL/3RD				
Log ID: 313815	Date: 02/07/2012	Location: HUDSON/4TH				
Log ID: 313815	Date: 02/07/2012	Location: ANN ARBOR/DOVER				
Log ID: 313828	Date: 02/07/2012	Location: CENTRAL				
Log ID: 313828	Date: 02/07/2012	Location: BAKER	Ticket #: 12WD478			
	Citation 1: C/I	Other: impede				
Log ID: 313828	Date: 02/07/2012	Location: SECOND	Ticket #: 12WD454			
	Citation 1: C/I	Other: impede				
Log ID: 314031	Date: 02/09/2012	Location: AA ST	Ticket #: 12WD493			
	Citation 1: C/I	Violation of posted speed limit				
Log ID: 314145	Date: 02/08/2012	Location: DAN HOEY/BISHOP	Ticket #: SH276465			
	Citation 1: C/I	IMPEDING TRAFFIC				
Log ID: 314209	Date: 02/09/2012	Location: BAKER/HUDSON				
Log ID: 314314	Date: 02/09/2012	Location: CENTRAL	Ticket #: 12WD523			
	Citation 1: C/I	Other: impede				
Log ID: 314314	Date: 02/09/2012	Location: AA ST				
Log ID: 314314	Date: 02/09/2012	Location: AA/ST				
Log ID: 314314	Date: 02/09/2012	Location: CENTRAL	Ticket #: 12WD522			
	Citation 1: C/I	Other: impede				
Log ID: 314428	Date: 02/10/2012	Location: CENTRAL/MAIN				
Log ID: 314593	Date: 02/10/2012	Location: DAN HOY/BISHOP	Ticket #: SH276466			
	Citation 1: C/I	IMPEDING TRAFFIC				
Log ID: 314719	Date: 02/11/2012	Location: DAN HOEY/BISHOP	Ticket #: SH276467			

AGENDA 3-12-12  
ITEM 4-3

	Citation 1: C/I	IMPEDING TRAFFIC							
Log ID: 314719	Date: 02/11/2012	Location: ANN ARBOR/MEADOW VIEW							Ticket #: SH276468
	Citation 1: C/I	NO PROOF INS			Citation 2: C/I				DEFECTIVE EQUIPMENT
Log ID: 315172	Date: 02/14/2012	Location: AA ST							Ticket #: 12WD594
	Citation 1: C/I	Violation of posted speed limit							Ticket #: 12WD582
Log ID: 315172	Date: 02/14/2012	Location: AA ST							
	Citation 1: C/I	Other: impede							
Log ID: 315172	Date: 02/14/2012	Location: AA ST							
Log ID: 315183	Date: 02/15/2012	Location: AA ST							Ticket #: 12WD609
	Citation 1: MISD	No ops on person			Citation 2: C/I				Violation of posted speed limit
Log ID: 315183	Date: 02/15/2012	Location: AA ST							Ticket #: 12WD610
	Citation 1: C/I	Other: impede							
Log ID: 315183	Date: 02/15/2012	Location: AA ST							Ticket #: 12WD611
	Citation 1: C/I	Other: seatbelt							
Log ID: 315183	Date: 02/15/2012	Location: AA ST							Ticket #: 12WD607
	Citation 1: C/I	Other: impede							
Log ID: 315183	Date: 02/15/2012	Location: AA ST							
Log ID: 315284	Date: 02/15/2012	Location: DEX-A2, DAN HOEY							
Log ID: 315496	Date: 02/16/2012	Location: 4TH/IVERNESS							
Log ID: 315496	Date: 02/16/2012	Location: BAKER/DAN HOEY							Ticket #: SH280060
	Citation 1: C/I	Other: IMPEDING							
Log ID: 315960	Date: 02/18/2012	Location: ANN ARBOR /MEADOW VIEW							Ticket #: SH276473
	Citation 1: C/I	IMPEDING TRAFFIC							
Log ID: 316331	Date: 02/21/2012	Location: DEX-A2 / DAN HOEY							Ticket #: SH-228254
	Citation 1: C/I	Other: Obstructed Rusty Plate							
Log ID: 316365	Date: 02/21/2012	Location: MAIN/IVERNESS							
Log ID: 316365	Date: 02/21/2012	Location: BAKER/DAN HOEY							
Log ID: 316512	Date: 02/22/2012	Location: MAST / HRD							
Log ID: 316617	Date: 02/22/2012	Location: CENTRAL/2ND							
	Citation 1: C/I	IMPEDING TRAFFIC			Citation 2: MISD				Ticket #: SH276474
Log ID: 316617	Date: 02/25/2012	Location: ANN ARBOR/EDISON							NO OPS ON PERSON
	Citation 1: MISD	NO OPS ON PERSON			Citation 2: C/I				Ticket #: SH276475
Log ID: 316867	Date: 02/23/2012	Location: DAN HOEY/BISHOP							NO REG
Log ID: 316919	Date: 02/24/2012	Location: CENTRAL/FIFTH							
	Citation 1: C/I	Other: no ins cert			Citation 2: C/I				Ticket #: SH276824
Log ID: 317153	Date: 02/25/2012	Location: DAN HOEY/ BISHOP							brake light
	Citation 1: C/I	IMPEDING TRAFFIC							Ticket #: SH279007
Log ID: 317153	Date: 02/25/2012	Location: DAN HOEY/BISHOP							
	Citation 1: C/I	IMPEDING TRAFFIC			Citation 2: MISD				Ticket #: SH279005
Log ID: 317153	Date: 02/25/2012	Location: DAN HOEY/ BISHOP							EXPIRED OPS
	Citation 1: C/I	IMPEDING TRAFFIC							
Log ID: 317153	Date: 02/25/2012	Location: DAN HOEY/ BISHOP							Ticket #: SH279006

**Citation 1: C/I** IMPEDING TRAFFIC

**Log ID: 317408** **Date: 02/27/2012** **Location: DEXTER ANN ARBOR/EATON CT** **Ticket #: SH279896**  
**Citation 1: C/I** No Proof Ins.  
**Log ID: 317408** **Date: 02/27/2012** **Location: CENTRAL/3RD**  
**Log ID: 317605** **Date: 02/28/2012** **Location: BAKER / HUDSON** **Ticket #: SH-228256**  
**Citation 1: C/I** Other: Impede Traffic  
**Log ID: 317746** **Date: 02/29/2012** **Location: MAIN X HUDSON**

**Total Traffic Stops: 50**  
**Total Citations Issued: 39**  
**Total Citation1's: 29**  
**Total Citation2's: 7**  
**Total Citation3's: 3**  
**Tickets Not Issued: 21**

**Traffic Stops that ended in an Arrest: 1**



*You are invited*



AGENDA 3-12-12  
ITEM H-4

**Dexter Community Schools**  
 in partnership with  
 The Educational Foundation of Dexter  
 The Dexter Area Chamber of Commerce  
 and  
 The Village of Dexter

Invite you to join us for

**“From Bus to Business”**

an opportunity for business and school leaders to work together to prepare our students for college and career readiness. Business leaders will have an opportunity to observe 21st century education in action and share insights into the skills needed for successful transition to the work place.

Friday, April 13, 2012  
 7:30-10:00 AM  
 Dexter High School  
 2200 N. Parker Road  
 Dexter, MI 48130

R.S.V.P. 734.424.4100 ext. 1002

*Continental Breakfast in the Dexter High School Media Center*

**Dexter Community Schools**  
 in partnership with  
 The Educational Foundation of Dexter  
 The Dexter Area Chamber of Commerce  
 and  
 The Village of Dexter

Invite you to join us for

**“From Bus to Business”**

an opportunity for our business and school leaders to work together to prepare our students for college and career readiness. Business leaders will have an opportunity to observe 21st century education in action and share insights into the skills needed for successful transition to the work place.

# Scheduling Office of Governor Snyder Event Request Form

Please complete the entire form and return to:

Scheduling Office of the Governor

P.O. BOX 30013

Lansing, MI 48909

Office: 517.241.6043 Fax: 517.241.3039 E-mail: govsheduling@michigan.gov

**Event Date:**

**Event Time:**

Check if this is an Open Date Invitation

<b>Event Name:</b>	From Bus to Business
<b>Event Location:</b>	Dexter High School
<b>Street Address:</b>	2200 N, Parker Road
<b>County:</b>	Washtenaw
<b>Host Organization:</b>	Dexter Community Schools
<b>Contact Name:</b>	Mary Marshall
<b>Phone Number:</b>	734-780-6834
<b>E-mail Address:</b>	marshallm@dexterschools.org
<b>Event Co- Host:</b>	Dexter Area Chamber of Commerce, the Village of Dexter, and the Educational Foundation of Dexter
<b>Contact Name/ Info:</b>	marshallm@dexterschools.org
<b>Is Media Invited?</b>	yes
<b>Number of Attendees:</b>	100+
<b>Event Purpose:</b>	To engage the business community in observation and discussion about employability skills taught and or needed in our schools.
<b>Governor's Role:</b>	<input type="checkbox"/> Speaking <input type="checkbox"/> Meet & Greet <input type="checkbox"/> Meeting <input checked="" type="checkbox"/> Attend

**Agenda:**

7:30-8:00 Arrive, continental breakfast, meet and greet  
 8:00 Introductions, overview of the event, discuss the "why" of what we are doing  
 8:15 Brief overview of district demographics and finances  
 8:30 Common Core State Standards, 21st learning, college and career readiness focus  
 8:50 Classroom visits (3) to observe employability skills being taught or demonstrated  
 9:30 Debrief Protocol  
 9:55 Process of continuing the conversation  
 10:00 Thank you and adjourn!

**Event Background Information and Website:**

The purpose of the event is to engage our business leaders in our schools and to listen to their perspective of what skills they think are important for us to develop in our students. Too often business leaders' only connection to the school is when they are asked for donations. There is much we can learn from the successes of our local business leaders. We want to work to assure our community and schools are united in developing prepared citizens. We feel this belief is held by the Governor and would appreciate his attendance to learn more about our partnership with our community and to experience a best practice of community engagement.

**Has the Governor spoke to this group previously? If so, when and where?**

No. This is the first time this event has been held.

Please Note:

\*All of the above areas are required to process your request\*

Please attach event program, brochure, and any additional materials regarding the event  
 Due to the high level of event requests and invitations, we are unable to accommodate all requests



## VILLAGE OF DEXTER

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

AGENDA 3-12-12

ITEM 4-5

### Village Council

Shawn Keough  
*President*

Ray Tell  
*President Pro-Tem*

Jim Carson  
*Trustee*

Paul Cousins  
*Trustee*

Donna Fisher  
*Trustee*

Joe Semifero  
*Trustee*

James Smith  
*Trustee*

### Administration

Donna Dettling  
*Manager*

Carol Jones  
*Clerk*

Marie Sherry, CPFA  
*Treasurer/Finance Director*

Courtney Nicholls  
*Assistant Village Manager*

Allison Bishop, AICP  
*Community Development Manager*

THE VILLAGE OF  
DEXTER IS AN EQUAL  
OPPORTUNITY  
PROVIDER AND  
EMPLOYER

www.  
villageofdexter.org

February 29, 2012

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

Dear Mr. Eaton,

In March 2009, Comcast received a letter from the Village of Dexter outlining various questions that had been asked by and to Village Council regarding channel line-ups and cost of service. Comcast responded to that letter in April 2009.

One of the issues raised in our March 2009 letter was regarding the cost of limited basic service, which had recently increased 50% from \$8.00 per month to \$11.99 per month. Comcast's response to this price increase was "we make every attempt to keep the cost of our limited basic service down..." The Village was recently informed that as of March 1, 2012 the cost of limited basic service will be \$20.49. This represents a 156% price increase (i.e. the cost has more than doubled from \$8.00 to \$20.49) from 2008 to 2012. We feel that claiming that every attempt is made to keep the cost down while implementing a 156% price increase over the past 4 years is disingenuous. It is also very difficult for us to understand how a 156% price increase can be warranted on a basic service that has existed for years. Over this same time period, the cost of the digital starter and digital preferred packages have also increased approximately 22%. We are very concerned about the price increases that our community is seeing.

The level of price increases our customers have been experiencing is unsustainable. According to the April 2009 letter, rate increases are determined "on the basis of programmer cost, the cost of maintaining and improving the cable system and other factors." We would like to request that these "other factors" include an understanding of the fact that large price increases over short periods of time create a financial burden for users of your system, who in many cases have limited alternative options.

We would like to see a serious effort by Comcast to lower the cost of providing cable service to our residents. Please share with us your plan for doing this. Thank you for attention to our request.



## VILLAGE OF DEXTER

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

---

Sincerely,

*Courtney Nicholls*

Courtney Nicholls, Assistant Manager  
Village of Dexter

Cc: U. S. Representative Tim Walberg  
Senator Debbie Stabenow  
Senator Carl Levin  
Senator Rebekah Warren  
State Representative Mark Ouimet  
Federal Communication Commission  
Michigan Public Service Commission



February 23, 2012

AGENDA 3-12-12  
ITEM 4-6

Donna Dettling  
Village Manager  
8140 Main Street  
Dexter MI 48130-9658

Dear Donna Dettling:

As you may be aware, DTE Energy is in the process of installing advanced utility meters in a number of communities in Southeast Michigan. The meters incorporate technology that will allow them to be read remotely and provide a wide range of benefits to both residential and business customers.

This technology allows DTE Energy to:

- Quickly locate and reduce the length of power outages and other problems
- Virtually eliminate estimated bills through automated meter reading
- Remotely connect and disconnect service (including during fires or other emergencies) which means faster, less intrusive service
- Provide up-to-date information which will help utility customers track, manage and control their energy usage
- Reduce operating costs and thereby hold down future rate increases

Approximately 650,000 advanced meters have been installed in communities throughout Oakland County, as well as on Grosse Ile and Harsen's Island. Another 120,000 meters will be installed in Washtenaw County in 2012, with other communities added to the project in the future.

Recently, we have seen a small – but very vocal – minority of our customers who have expressed concerns about the meters. These individuals have been attending council meetings in a number of communities, raising questions about privacy, radio frequency waves and safety issues. For this handful of individuals – who can best be described as misinformed advocates – this is an extremely emotional issue. Their presence at municipal meetings (typically outside their own communities) is generally disruptive to the normal course of business.

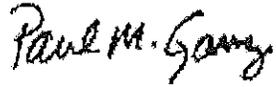
DTE Energy believes there is absolutely no merit to these individual's concerns, and we remain confident in the safety, security and benefits provided by advanced meters. However, we also recognize the strong, emotional feelings these individuals have expressed, and as a result, we are developing an option that would allow individual customers to "opt out" of the advanced meter program.

We will be filing information regarding this "opt out" option with the Michigan Public Service Commission (MPSC) in March. The MPSC is the appropriate regulatory body to address this issue, and we expect some recommendation from them by this summer. In the meantime, I want you to be aware of our plans in case you hear from any individuals who may express concerns about advanced meters.

If you become aware of any individuals or groups asking your community to get involved in the advanced meter issue, please feel free to give me a call. DTE Energy's planned "opt out" option should address any concerns these individuals have expressed. But, I also can provide you with additional information that should help you address the issue in a practical and professional manner.

Thanks for your attention, and don't hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Paul M. Ganz". The signature is written in a cursive style with a prominent initial "P".

Paul M. Ganz

## **FACT SHEET**

### **Advanced Utility Meters**

- Advanced utility meters measure and record the amount of electricity and/or natural gas used in a home or business. Instead of gears and dials, advanced meters use digital technology and a radio frequency (RF) network so meters can be read remotely.
- DTE Energy is among a growing number of utilities in Michigan, and across the country, which are installing advanced meters. A number of municipalities have also installed similar meters for water and sewer systems.
- This new technology will allow DTE Energy to:
  - Quickly locate and reduce the length of power outages and other problems
  - Virtually eliminate estimated bills through automated meter reading
  - Remotely connect and disconnect service (including during fires or other emergencies) which means faster, less intrusive service
  - Provide up-to-date information which will help utility customers track, manage and control their energy usage
  - Reduce operating costs and thereby hold down future rate increases

### **Safety, Security, Accuracy**

- Advanced meters use very low-power radio frequency waves to transmit utility usage to DTE Energy. Several familiar devices, such as microwave ovens, cell phones and baby monitors, produce stronger RF fields than advanced utility meters.
- For example, a person speaking on a cell phone has up to 1,000 times more RF exposure than a person standing two feet from an advanced meter. Similarly, a person using a microwave oven can experience up to 500 times more RF exposure than a person standing near an advanced meter.
- DTE Energy has extensive experience in information protection. We follow Department of Energy security standards to keep the electrical grid secure and to protect customer information. Specialized meter technology defends against hacking, and data transferred over the advanced meters is encoded to protect against cyber threats.
- Every advanced meter installed by DTE Energy is made in the United States and has been thoroughly tested for accuracy, using calibrated reference standards. Each device is installed by a trained, Michigan-based professional.
- Here are a few web sites that can provide additional information:
  - [www.dteenergy.com](http://www.dteenergy.com)
  - [www.mpsc.gov](http://www.mpsc.gov)
  - [www.smartgrid.eei.org](http://www.smartgrid.eei.org)



**Donna Dettling**

**From:** Jim Carson <jcarson@aiserv.net>  
**Sent:** Wednesday, March 07, 2012 10:19 AM  
**To:** Keough, Shawn; Donna Dettling  
**Subject:** Re: Transit 4-party agreement

Hi Donna,

I would be happy to elaborate a little on the 4 Party Agreement as requested from Shawn. Maybe you could include a copy of this e-mail under communications on our next council meeting agenda.

The 4 Party Agreement is a legal document between AATA and the City of Ann Arbor, the City of Ypsilanti & the Washtenaw County Board of Commissioners.

The agreement guarantees AATA that if the U196 Board votes to move forward with the new countywide transit plan, the City of Ann Arbor and the City of Ypsilanti will commit their existing local transit millage dollars toward the new plan. The agreement with the WCBC will guarantee AATA that if the U196 Board votes to move forward with the new countywide transit plan, the WCBC will place the question of transit countywide millage on a ballot.

Without these agreements in place there would be no reason for the U196 Board to continue to move forward. Nothing is set in stone as of yet, but I believe all county residents may be asked to consider approval of a 1/2 mill to help fund a countywide transit plan if this continues to move forward.

The City of Ypsilanti has previously said that they would commit their millage dollars if Ann Arbor decided to commit theirs. I believe that the City of Ypsilanti will have to take the question to their voters by means of a citywide election. It is also my understanding, that city council plans to take up the question at their March 20th meeting.

No date has been set by the WCBC as of yet.

If anyone has any additional questions I will try to the best of my ability to answer them.

Jim Carson

----- Original Message -----

**From:** "Keough, Shawn" <SKEOUGH@WadeTrim.com>  
**To:** <ddettling@villageofdexter.org>  
**Cc:** <jcarson@aiserv.net>; <cnicholls@villageofdexter.org>; <jrsemifero@yahoo.com>; <millpond89@comcast.net>; <jdsmith@umich.edu>; <donnadlf@gmail.com>; <ellistell@aol.com>; <cjones@villageofdexter.org>  
**Sent:** Tuesday, March 06, 2012 11:38 AM  
**Subject:** FW: Transit 4-party agreement

Hi Donna,

I am not exactly sure what the 4 party agreement says that was passed last night by the City of Ann Arbor, however, I thought you and the rest of Council should be aware of this. There is a story on ann arbor.com about

the discussion that took place last night.

Jim C - if you have some additional information or insight to share, please let me know.

Hope everyone is having a good day!

Shawn

-----Original Message-----

From: David Read [mailto:davidread@bitsoflight.com]

Sent: Tuesday, March 06, 2012 10:23 AM

To: Spaulding Clark; Keough, Shawn; John Kingsley; Jim Carson; Michaelene Pawlak

Subject: Transit 4-party agreement

As you have probably read by now, the Ann Arbor City Council approved the 4-party agreement this morning (12:15 a.m.) by a vote of 7-4. There were 7 amendments proposed - 3 of which would have most likely been deal killers for the Townships. Only 2 relatively benign amendments were accepted (the first clarifying the Full Faith and Credit clause and the second changing the language regarding whether Ann Arbor "shall" withdraw from the agreement should any countywide millage fail in the City). The three troublesome amendments - Service Level=Contribution Level, Ann Arbor to have a majority on the new Board, and 50% of the jurisdictions must opt in - were defeated (I think by the same 7-4 vote). A disproportionate amount of time was spent discussing the merits of the phrase "Notwithstanding anything in this Agreement to the contrary...". It was decided to leave it in. Discussion went from 8:45 until the vote at 12:15 - quite enlightening. And, the Council still had over 2 1/2 doubled sided pages of agenda to get through. Needless to say I left after the seventh "Yes" vote!

Notwithstanding anything to the contrary, I will be sure to copy you when I get the finalized version of the agreement.

Regards,  
David

Please consider the environment before printing this message.

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## Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: REPORT  
Date: March 6, 2012

### Park Updates

**Ice Rink Update** – The ice rink is being disassembled this week. The closing announcement was made on Facebook and the website. A special thanks to all sponsors and the Village was also included.

**Signage Plan** – The Parks and Recreation Commission will begin to formulate a more comprehensive sign plan for the Village's parks at their next meeting. An update will be provided following development of a more comprehensive plan.

**5H Chelsea Wellness Foundation Grant** – The Village has received the \$5,000 in funding for the 5H Grant and purchase of the boulder climber for Warrior Creek Park. \$5,000 has also been granted to Washtenaw County Parks and they are processing their \$5,000 contribution to the Village. County Parks is also providing a \$1,000 project match for project incidentals, such as woodchips, borders and signage. The boulder equipment has been ordered and will likely be installed in the month in April within Warrior Creek Park.

**Dexter Parks Geocache Trail** – The Dexter Parks Geocache Trail will be open on Saturday, March 31, 2012. The Michigan Geocache Organization (MiGO) will be onsite in Monument Park to provide information on geocaching, including what geocaching is and how to do it, etc. The event will take place from 2-4 pm. Following the opening of the trail cachers will visit all parks to collect the clues to the next cache location. Upon completion of the geocache trail, which includes a visit to all Village parks (Mill Creek Park to be added later) cachers will come to the Village Offices to collect their pathtag. A pathtag is a quarter size tag that is the reward for completing the trail. The Parks and Recreation Commission hopes to bring more people to Dexter's parks, promote Dexter and facilitate additional economic development within the community. Please join us for the event.

**Mill Creek Park** – An update meeting is scheduled for March 7<sup>th</sup> at 2:00 pm. Information from the update meeting will be provided following the meeting. Consideration of the change orders for the Mill Creek Park is being postponed until the next meeting (March 26) to allow for JJR to prepare information on the recommended and/or additional changes to the park.

## Planning Commission

**Decorative Street Signage** – The Planning Commission discussed the information provided by OHM on the Federal sign reflectivity requirements and the use of decorative street signs for the Central Street project. The Planning Commission unanimously supported the use of sign Alternative #2 given the signs shape and the desire to continue the streetscape theme along the major corridors into the Village.

**Ordinance amendments** – The Planning Commission is in the process of reviewing the following ordinance amendments:

- Article 5, Parking and Loading
- Article 6, Landscaping Standards
- Article 15B, Dexter Ann Arbor Road Corridor
- Article 15D, Baker Road Corridor
- Article 20, Schedule of Regulations

The above listed ordinances were originally recommended to the Village Council at the October 24, 2011 meeting. Council did not take action on any of the recommended ordinance amendments at that time. The ordinance amendments will be reviewed by the Planning Commission again at the April 2, 2012 meeting, following the Tree Boards review of Article 6, Landscaping Standards and to allow the Planning Commission additional time to review the previous recommendations. Due to the time that had lapsed between the Planning Commission's October 2011 recommendation it has been recommended that an additional public hearing be scheduled for the May 7, 2012 meeting regardless of additional revisions that may or may not be made to the ordinances.

**Article 7, Sign Regulations** – In October 2011 the Planning Commission also made a recommendation to amend Article 7, Sign Regulations. At the October 24, 2011 meeting the Council discussion on the recommended ordinance amendments focused on the amendments to Article 7. No action was taken on the recommended amendments at that time. Article 7, Sign Regulations is not part of the Planning Commission's review at this time. Staff intends to work to improve the recommendations included in Article 7 with the inclusion of photographs and figures to better explain the goals and objectives of the ordinance prior to requesting additional action on the ordinance.

**LaFontaine Chevrolet** – As reported at the last meeting staff is working through the vehicle storage that LaFontaine Chevrolet currently has at 7931 Grand Street (former Pilot Plastics). In accordance with Article 3, Section 3.07, uses not otherwise included within a district require a use compatibility determination by the Planning Commission. At the April 2, 2012 meeting the Planning Commission will discuss and determine the compatibility of the vehicle storage proposed by LaFontaine Chevrolet. Staff will provide a review to assist the Planning Commission in their determination.

**LaFontaine Wind Turbines** – LaFontaine preliminarily shared information on introducing small wind turbines on the street light poles in front of the 7120 Dexter Ann Arbor Road location. Staff is meeting with the general contractor on Thursday, March 8<sup>th</sup> at 4:00 to discuss the project objectives and the Village approval process. Staff anticipates that LaFontaine will provide a formal proposal for the Planning Commission and Village Council review in April.

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

# Memorandum



**Date:** February 13, 2012  
**To:** Donna Dettling, Village Manager  
Allison Bishop, Community Development Director  
Kurt Augustine, Streets, DPW  
**From:** Rhett Gronewelt, P.E.  
Pat Droze, P.E.  
**Re:** Downtown Development Authority Street Signs

At the January 3, 2012 meeting of the Village of Dexter Planning Commission, OHM presented the Central Street project for review and comment. During the meeting, it was recommended that the project implement decorative street signs consistent with the design present on street segments within the DDA. OHM agreed to review the current street signs and would implement them into the Central Street project if they were found to meet current requirements.

The design of street signs is subject to requirements detailed within the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) 2011 edition which provides guidance on the design and implementation of traffic control for road and non motorized facilities. The current signs which were developed in 2006 by Johnson Sign Company, were reviewed against the specific guidance provided within the manual regarding the design of traffic control devices. In summary, signs must meet the following basics:

- ▼ Devices should be designed so that features such as size, shape, color, composition, lighting or retroreflection, and contrast are combined to draw attention to the devices;
- ▼ that size, shape, color, and simplicity of message combine to produce a clear meaning;
- ▼ that legibility and size combine with placement to permit adequate time for response;
- ▼ and that uniformity, size, legibility, and reasonableness of the message combine to command respect.

After a review of the street signs it was found that several aspects of the design do not adequately fulfill the objectives of the MMUTCD.

## Sign Retroreflectivity

In 2007, the MMUTCD implemented minimum requirements for sign retroreflectivity. Based on a review of the catalogue sheets provided by the supplier, the current street signs do not fulfill these requirements. This includes the sign background which is a non-reflective dark green paint and an "Engineer's Grade" reflective vinyl for white text. Neither of these provides adequate retroreflectivity.

## Legibility

The MMUTCD provides guidance on specific text fonts and text heights to ensure visibility and legibility of street signs. The current design does not utilize the designated font, nor does the text

height meet minimum requirements.

### Uniformity

The street sign designs are unique to the Village. This includes basic sign layout on the street signs as well as significant variation from the MMUTCD regulatory sign requirements on parking and handicap parking signs. As a result, the signs do not meet the intentions of providing the uniformity required to command the respect of motorists.

### Existing Signs and Implementation

It should be noted that certain decorative signs are acceptable and can remain in place. These include village wayfinding signs as well park signs. Signs within the roadway right of way that govern vehicle movements such as parking or handicap parking do not meet requirements of the MMUTCD and should be considered for replacement.

### Potential Replacement Design

OHM explored potential replacement options. While the coloring, font and retroreflectivity of the current signs cannot be used on future projects, the general shape of the sign can be used. In addition, the addition of logos on street signs is permitted if the Village chooses to utilize this. To aid in discussion, we have provided three preliminary alternatives as an attachment to this memo.

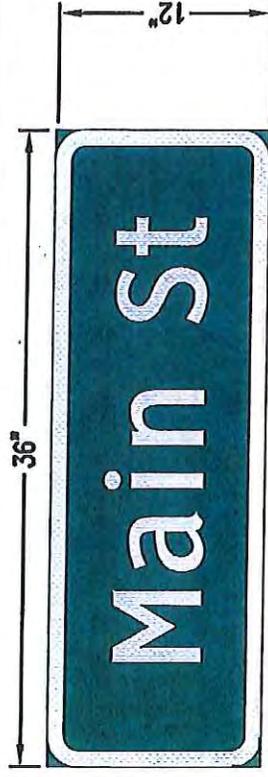
Alternative 1 is a basic street sign that meets the requirements of the MMUTCD.

Alternative 2 is a modified street sign that includes a shape similar to the existing street signs, Alternative 3 is similar to the proposal in Alternative 3, however, this also adds a logo above the street sign text.

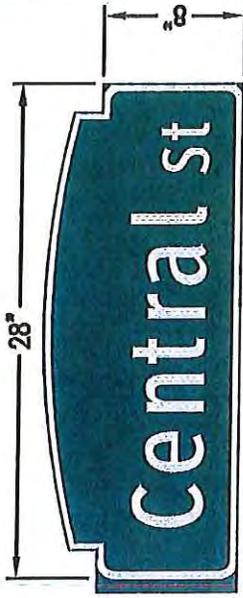
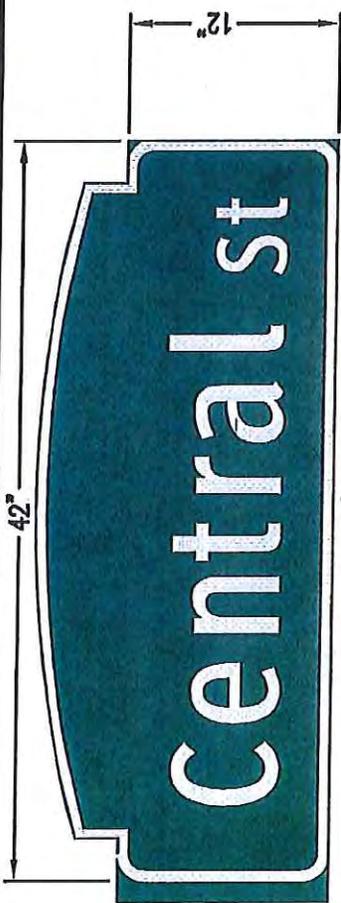
Each alternative includes a conventional, 12" high sign design as well as a smaller 8" design. Given the relatively slow speeds of most roads within the DDA sections of the Village, the use of the smaller 8 inch design could likely be justified if desired.

### Recommendation

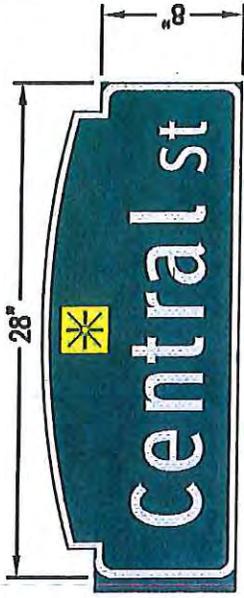
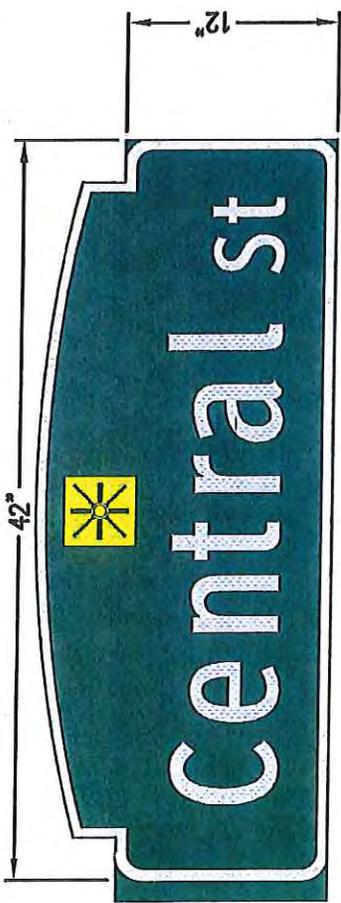
Given the changes to sign requirements, it is not recommended to continue use of the sign designs present within the DDA or other portions of the Village. New construction within the village should use one of the attached alternatives. The existing fluted street sign poles can still be used; however, the design should be reviewed for compliance with roadside safety requirements to verify that the poles are not a hazard to vehicles. Existing street and handicap signs that do not comply with the current requirements of the MMUTCD may remain in place; however, it is likely that these will require replacement in the future due to pending Federal requirements for sign compliance.



Alternative 1



Alternative 2



Alternative 3

DEXTER GENERAL SERVICES

SCALE: H: 1"=12" V:

SHEET: FIGURE 1

DATE: 01/30/12-0011

CITY: VILLAGE OF DEXTER

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

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**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

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

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

**MEMO**

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: March 7, 2012**  
**Re: Assistant Village Manager &  
Village Manager Report - Meeting of March 12, 2012**

1. Meeting Review:

- February 21<sup>st</sup> – 5H Copeland
- February 23<sup>rd</sup> – Stormwater Audit Preparation
- February 24<sup>th</sup> – Central Street Bid Open
- February 29<sup>th</sup> – Staff Meeting
- February 29<sup>th</sup> – Farmer's Market/Garden Committee
- March 1<sup>st</sup> – Ciesa Design re: website concepts
- March 2<sup>nd</sup> – Meet with Mark Ouimet, State Representative
- March 2<sup>nd</sup> – Main Street Bid Open
- March 6<sup>th</sup> – Meeting with Dan Schlaff re: Terms of Promotion

2. Upcoming Meeting Review:

- March 8<sup>th</sup> – Stormwater Audit Preparation
- March 8<sup>th</sup> – Meet with DCS: Mary Marshall, Sean Burton, Mark Newman
- March 8<sup>th</sup> – ASTI Environmental Re: 3045 Broad Street Redevelopment
- March 8<sup>th</sup> – Planning meeting for Community Walk/Ribbon Cutting Ceremony
- March 8<sup>th</sup> – Meet with Jason Hilbere re: 8140 Main Building Needs
- March 10<sup>th</sup> – Goal Setting/Project Planning Work Session
- March 13<sup>th</sup> – BSNA Software Training
- March 14<sup>th</sup> – MDEQ Stormwater MS4 Permit Audit
- March 15<sup>th</sup> – MDEQ Stormwater MS4 Permit Audit
- March 15<sup>th</sup> – Annual Chamber Dinner
- March 15<sup>th</sup> – DDA Meeting
- March 19<sup>th</sup> – BSNA Software Training
- March 24<sup>th</sup> – Community Walk/Ribbon Cutting Ceremony

3. Water Main Project-Bricco Update OHM and Staff will be scheduling a meeting in late March or early April with Bricco prior to mobilization in April (weather dependent) to finish the Water Main project. I'll provide more details as they are available.
4. Traffic Control Device Request Guideline. Attached is request from Roger Sullivan from the Westridge Homeowners' Association for a 4-way stop at Eastridge and Bridgeway. Currently there is a Traffic Control Order "TCO" for stop signs that stop traffic on Bridgeway. The village doesn't receive requests like this often, but it would

be helpful to have a guideline to move the resident through the process. I have drafted a guideline for your review and will use it with this request to evaluate the process. Council feedback on the process would be appreciated. I have asked for a preliminary review/report by the Traffic Engineer and that report should be ready for a verbal update at the meeting. Mr. Sullivan also requested that the Village place the smart trailer at this location. I have asked Lieutenant Gieske to request the use of the smart trailer for this location.

5. Collaboration on regulatory sign purchase. The village is working with the Washtenaw County Road Commission on a collaborative regulatory/warning sign purchase. We budget for regulatory signs each year in major and local traffic funds. The Federal requirement to replace all regulatory/warning signs by 2015 was delayed, but the Village is required to have a plan in place for implementation. DPW staff is using Roadsoft software to track all signs; regulatory, warning, guide, parking, street name, etc. for sign maintenance purposes. One complete pass through the Village has been made resulting in approximately 800 signs being entered into the computer system according to their GPS location. This project also includes making sure we have Traffic Control Orders for all signs in the inventory. To participate in the collaborative purchasing, the County may require an official motion from Village Council to validate this collaborative effort for the State of Michigan's Economic Vitality Incentive Program purposes. These details are still being discussed and should be finalized in the next few weeks.
6. Stormwater Budget Amendment. It will be necessary to make a budget amendment in the stormwater budget to cover assistance staff needed to prepare for our first MS4 Stormwater audit by the DEQ. OHM was asked to assist with documentation needed to prove compliance as well as attend the audit to help address specific stormwater related engineering standards. It is anticipated that 30 hours or \$4,000 in effort from OHM will be needed for the audit. A budget amendment will be presented on the next agenda.
7. Dexter, Dexter, Webster Police Services Work Group. Lieutenant Filipiak brought us up to speed on the **transition plans for the Sergeant position** at the Dexter substation. Sergeant Gieske bid into a Community Support position and the Sergeant position was posted. The Dexter, Dexter, Webster work group will be participating in interviews at the end of March to help make the selection.
8. MDOT. Included for your review is an invoice the village received from MDOT for the 2002 Dexter-Ann Arbor at Ryan/Dan Hoey Road Intersection alignment project. MDOT audited this project and found that the village owes \$880.56. OHM files confirmed the total construction costs of \$219,954 and village payments of \$44,823.18. This invoice will be paid from Major Streets Fund 202.451.00.974.000 on the next accounts payable. This budget line will be monitored and proposed for an amendment if necessary. Withholding this payment could jeopardize future federal funding the village could receive.
9. Residents meeting for Main and Central Street Projects. OHM and staff have tentatively scheduled Thursday, March 29<sup>th</sup> starting at 7:00 p.m. for a residents

meeting to review the Main Street and Central Street projects. Please check your calendars and let us know if this date works. Staff will advertise the residents meeting in the Newspaper, with the Chamber, on the village website, in the email update and send notification to residents and businesses in the project areas.

10. Community Garden/Farmers Market. Applications are now available online for both the Market and the Garden. The Committee discussed increased the amount of events to one children's craft and one form of musical entertainment per month. Staff will be working on setting the dates, determining the craft/music, and finding sponsors. Jeff Peters has been working on putting together a Farmers Market cookbook using vendor's recipes. The cookbooks will be used as a marketing tool for the Farmers Market and sold for \$5 with the money going towards Faith in Action.
11. Cedar's Sidewalk Project Update. The Washtenaw County Road Commission will have the project documents completed and ready for bid the last week of March. Matt MacDonell will submit the documents for the Village to review by March 19<sup>th</sup> prior to bidding. Bids will be due the week of April 16<sup>th</sup> and submitted to Council for approval at the last meeting in April, the 23<sup>rd</sup> or possibly the first meeting in May, the 14<sup>th</sup> and construction will begin the 3<sup>rd</sup> week of June after the Civil War Days Event.
12. Industrial Facilities Tax Exemption Follow-Up. At the February 13, 2012 Council meeting Trustee Semifero asked about the tracking of job retention/creation for the businesses that receive Industrial Facilities Tax Exemptions. In response to this, staff drafted the attached form which could be mailed to the businesses annually. Also included for your review is the agreement that is signed and returned to the State of Michigan along with the IFT application. The question for Council, however, is how the information that is gathered will be used. If it is determined that a business has not met the targets, will the IFT be revoked completely or partially, for future years or retroactively, and will extenuating circumstances be considered? A decision also needs to be made on how to verify the information; should a certified payroll record of some sort be required with the annual form? Once the determination is made on these items we can gather the appropriate data.
13. Arts, Culture & Heritage Committee. The Committee met on Tuesday, March 6, 2012 and reviewed the application that will be used to gather selections for the temporary art display. A copy of the application and press release are provided for your review and will be sent out on Tuesday, March 13, 2012. The deadline for responses is April 16, 2012. Once the applications are received the Selection Committee will meet to determine their recommendations to Council. We are still looking for one more Selection Committee member. We hope to have the Selection Committee members on the agenda for formal appointment on March 26, 2012. The Committee also set the dates of June 2, 2012 and August 10, 2012 for our "yellow door" breakfast fundraiser. This event will be held at Paul Cousins home. Guests will be treated to homemade breakfast and asked to make a suggested donation to the Committee.

Email from Roger Sullivan dated February 7, 2012

We had an email exchange in October regarding our need for Stop signs in Westridge and you were kind enough to forward the requirements which I have shared with the rest of the board. We feel strongly that we initially need a four way stop at the intersection of Eastridge and Bridgeway. We don't exactly meet the criteria as we haven't had accidents or traffic tickets issued, but we don't get much of a police presence either. Eastridge is the road where drivers enter from Dexter-Pinckney Road (mostly westbound out of the Village) where the speed limit is 45 and Eastridge is 25 MPH. I for one see many speeders on Eastridge driver in both directions and would prefer not to have a serious injury or fatality to be the trigger for installing stop signs. There may also be an issue regarding limited views of the soon to completed Connector.

I appreciate your attention to this matter. Please advise what specifically we can do to move this process forward.

Thank you,

Roger

Roger Sullivan  
REDICO  
Controller - American House  
6755 Telegraph, Suite 330  
Bloomfield Hills, Michigan 48301  
248-203-1800 Ext 241  
248-203-2929 - Fax  
248-228-5030 - Mobile  
[rsullivan@redico.com](mailto:rsullivan@redico.com)



## Traffic Control Device Request Guideline

In an effort to achieve enhanced transparency for traffic control orders requested in the Village of Dexter, residents/business owners who would like to submit a request for a traffic control device (stop sign, regulatory sign, etc.) should do so to the Village Manager in writing.

Council will be informed of the request via the Village Manager report.

- ✦ The request will be submitted to the Village Traffic Engineer for preliminary review to determine whether the traffic control device meets the standard warrant. A preliminary review/report would include a site visit and simple measurements (sight distances, obstruction, and road geometry) and cost up to \$600.

If the preliminary review finds that a more comprehensive review is necessary, which could include data collection, meetings, modeling and possibly topographic information; a cost estimate from the Traffic Engineer will be obtained and brought back to Council for consideration.

If the preliminary review finds that the Traffic Control Device meets the standard warrant, Council will be informed via the Village Manager report, and the device will be installed by the Department of Public Works.

If the standard is not met, Council will be informed via the Village Manager report, and the device will not be installed.

**The Village of Dexter will not accept the liability of installing a traffic control device that does not meet the standard for a warrant.**

If the device is not installed, staff and the Traffic Engineer will work with the resident to determine whether another method of traffic calming or increased enforcement is suitable to rectify the situation. A report on the alternatives considered will be provided to Council for their consideration.



## Village of Dexter Traffic Control Order

TCO #	Date Issued	Perm. Date	Date Installed	Control #
052305-5	6/3/2004	6/3/2004	6/3/2004	1025

<b>Type</b>	1, REGULATORY
-------------	---------------

<b>Location</b>	13251700,307234, BRIDGEWAY & EASTRIDGE
-----------------	--

<b>Justification</b>	INSTALL STOP SIGN AT INTERSECTION. BRIDGEWAY TRAFFIC SHOULD STOP FOR EASTRIDGE TRAFFIC
----------------------	--

<b>Materials and Equip.</b>	R1-1, 30X30, 1, STOP
-----------------------------	----------------------

Supporting documentation and illustrations attached

**Notes:**

**Record TCO Only – Do Not Duplicate**

Recommended By:

Authorized By:

Installed By:

James J. Valenta, P.E.	Donna Dettling	
		
Village Traffic Engineer	Village Manager	

MDOT  
841(1/92)

# INVOICE

Refer to this Number in Correspondence ----

Invoice No.

AF 341536

Date

2/7/12

DEXTER, VILLAGE OF  
8140 MAIN STREET  
DEXTER, MI 48130-1092

Department of Transportation  
Attention: Finance Cashier  
P. O. Box 30648  
Lansing, Michigan 48909  
Phone: (517) 335-0413

Make Check Payable to: State of Michigan -- MDOT

In Re: PROJECT FINAL SETTLEMENT

AGREEMENT NUMBER: 02-5161

AGREEMENT DATE: 05/24/2002

CONTROL SECTION: STH 81609

PROJECT NUMBER: STP 0281-325

JOB NUMBER: 54473A

ITEM NUMBER: RR3171

LOCATION: DEXTER ANN ARBOR @ DAN HOEY RD @ DEXTER ANN ARBOR  
RD AT DAN HOEY RD INTERSECTION, CITY OF DEXTER.

PAYMENT DUE AS SPECIFIED IN THE SIGNED AGREEMENT

Invoice Amount: \$880.56

Balance Due: \$880.56

MDOT Fed. Id.: 386000134

**DETACH HERE, SEND REMITTANCE AND THIS STUB TO:**

Michigan Department of Transportation, ATTN: Finance Cashier, P. O. Box 30648, Lansing, Michigan 48909

Invoice No.	Code	Name	Agreement
AF 341536	815	DEXTER, VILLAGE OF	02-5161

Tran	AY	Index	PCA	Appr	Fund	AO	AC-3	GL	Amount	Proj No	Proj Phase	Fed. Item No.
190	02	90404	88888	90400	4899	2203		0548	880.56	54473A	00	RR3171

202451.000.974,000

**INVOICE**

MDOT/FINANCIAL OPERATIONS DIV  
ACCOUNTING SECTION/PROJECT ACCOUNTING

ACCOUNTS RECEIVABLE:  
PLEASE SET UP AN INVOICE BASED ON THE FOLLOWING INFORMATION

INVOICE NO.  
AF

DATE

**Village of Dexter**

IN RE:  
PROJECT FINAL SETTLEMENT

AGREEMENT: **02-5161** AGREEMENT DATED: **5/24/2002**  
CONTROL SECTION: **STH 81609** JOB # **54473A**  
PROJECT #: **STP 0281-325** ITEM # **RR3171**

LOCATION:

**Dexter Ann Arbor @ Dan Hoey Rd @ Dexter Ann Arbor Road at**

**Amount due MDOT \$880.56**

Trans Code	AY	Index	PCA	Appn	Fund	AOBJ	Amount	Job Number	Fed Item#
190	2002	90404	88888	90400	4899	2203	\$880.56	54473A	RR3171

MICHIGAN DEPARTMENT OF TRANSPORTATION  
 FINANCIAL OPERATIONS DIVISION  
 ACCOUNTING SECTION/PROJECT ACCOUNTING UNIT  
 FINAL ACCOUNTING FOR:

**FINAL ACCOUNTING**

Prepared by: Diane Kunkel  
 Phone Number 517-373-7846  
 Date 9/13/2011

LOCAL: Village of Dexter  
 02-5161 5/24/2002  
 CONTROL SEC. STH 81609  
 PROJECT # STP 0281-325  
 LOCATION: Dexter Ann Arbor @ Dan Hoey Rd @ Dexter Ann Arbor Road at Dan Hoey Road Intersection, City of Dexter

JOB # 54473A  
 ITEM # RR3171

TYPE OF WORK	NON-FEDERAL PART	FEDERAL PART	TOTAL EXPENDITURE	FEDERAL PAID	TO BE DISTRIBUTED	STATE SHARE	LOCAL SHARE	
ADVERTISING		\$504.79	\$504.79	\$403.83	\$100.96		\$100.96	
CONSTRUCTION ENGINEERING	\$1,712.78		\$1,712.78		\$1,712.78		\$1,712.78	
CONSTRUCTION CONTRACT		\$219,450.00	\$219,450.00	\$175,560.00	\$43,890.00		\$43,890.00	
TOTAL	\$1,712.78	\$219,954.79	\$221,667.57	\$175,963.83	\$45,703.74	\$0.00	\$45,703.74	
							Less local share of local costs not reimburseable to MDOT	\$0.00
							LOCAL SHARE OF PROJECT	\$45,703.74
							LESS LOCAL DEPOSIT AND PAYMENTS	(\$44,823.18)
							BALANCE LOCAL OWES	\$880.56

Village of Dexter

Industrial Facilities Tax Exemption – Job Creation Follow-Up Form

In accordance with the terms of the Industrial Facilities Tax Exemption your business was granted by the Dexter Village Council, you are required to maintain and/or add a certain number of jobs to remain eligible for the exemption. Please complete the form below to demonstrate compliance with this requirement.

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

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

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

Name of Person Completing Form: \_\_\_\_\_

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

Current Number of Full Time Employees: \_\_\_\_\_

Current Number of Part Time Employees: \_\_\_\_\_

Comments: \_\_\_\_\_

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

**INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE  
AGREEMENT**

The approval by the Village of Dexter (hereinafter referred to as the "local unit") of the application for an Industrial Facilities Exemption Certificate as filed by DAPCO Industries (hereinafter referred to as the "applicant") has mutually agreed to be subject to the following conditions:

1. The length of time for which the abatement is approved is twelve (12) years.
2. Within two-years of the construction of the facility and or the installation of equipment for which the abatement is granted, not less than 10 jobs will be created or retained by the applicant. If this condition is not met, the local unit shall consider revocation of the exemption certificate.
3. Within ninety days following completion of installation, the applicant shall provide the local unit with the actual costs of the improvements. If these costs are less than the estimated cost by more than 15%, the local unit shall consider revocation of the exemption certificate.
4. The applicant shall remain within the local unit during the period of time for which the abatement has been approved. If the applicant relocates within this period of time, the applicant shall pay to the affected taxing units an amount equal to those taxes it would have paid had the abatement not been in effect.
5. No payment in excess of the fee allowed by P.A. 198 has been made or promised in exchange for favorable consideration of this exemption application.
6. Applicant agrees to pay the Village for expenses associated with the processing of an Industrial Facilities Exemption Certificate. Failure to pay this fee shall be cause for revocation of the exemption certificate. The fee structure will be determined by a Resolution adopted by Council.
7. Applicant agrees to participate in follow-up surveys or procedures as determined by the local unit. Failure by applicant to provide follow-up information to the local unit shall be cause for revocation of the exemption certificate.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Local Unit

\_\_\_\_\_  
Date

Press Release

Contact:

Courtney Nicholls  
[cnicholls@villageofdexter.org](mailto:cnicholls@villageofdexter.org)

Victoria Schon  
[vs.daisylake@gmail.com](mailto:vs.daisylake@gmail.com)

**Dexter Village Council Approves Public Art Plan  
Call for Artists Issued for Temporary Public Art Display**

**Dexter, MI** – The Dexter Village Council has unanimously approved the Dexter Arts, Culture and Heritage Committee’s proposal for a Public Art Plan. The first year of the Plan will allow for the installation of several temporary art pieces in and around the Village of Dexter.

The Dexter Arts, Culture and Heritage Committee is conducting a search for professional artists who are interested in donating their artwork to the Village for one year. The applications will be reviewed by a nine member selection committee, composed of members of the Arts, Culture and Heritage Committee, representatives from the Parks and Recreation Commission, Downtown Development Authority and Planning Commission, along with two at-large Village residents. The committee will make recommendations to Village Council, who will make the final selections.

The five locations for the temporary art installations are: Mill Creek Park, Jeffords and Main, Peace Park, downtown Dexter along Main Street and the Dexter District Library. Although the Committee is not limiting the medium or style of art that is accepted, the artwork will have to withstand the elements. The Temporary Art Display is modeled after the Chelsea Sculpture Walk, which has been a successful draw for visitors to the city of Chelsea, as well as a sense of pride for residents.

Applications to participate in the display are now available and can be downloaded from the Village’s website at <http://www.villageofdexter.org>.

## **DEXTER ANNUAL SCULPTURE DISPLAY**

Applications are currently being accepted for the 1<sup>st</sup> Annual Dexter Sculpture Display. Five locations in the community have been selected as locations for the displays. Sculpture selections will be made by Village Council upon a recommendation by a Selection Committee of local residents. The art will be on display through several large community events including the Summer Music Series, Dexter Daze, and Apple Daze. The deadline for submission is April 16, 2012.

### **Selection**

The Village Council and Selection Committee will evaluate the applications using the following criteria: quality of presentation and artistic merit, technical ability, experience fabricating and installing temporary artwork, and site suitability.

### **Application Process**

Artists may submit up to three (3) original sculptures. Application fee is \$10.00. Please complete the application and return it with the \$10.00 application fee, CD of photos, and a biography/artist's statement.

Applications should be returned to the Village Offices:

Mailing Address: 8140 Main, Dexter, MI 48130 Physical Address: 8123 Main, Dexter, MI 48130

### **Stipend/Publicity**

Artists selected to display a sculpture will receive a \$200 stipend and publicity throughout the display including (at a minimum) postings on the Village's website, Facebook, informational kiosks, and newsletter.

### **Installation**

Installation of the art will occur in June 2012. Artists selected for the display will be contacted to make specific arrangements for the installation. Installation methods will vary based on the type of art that is selected.

### **Sale of Art**

Art is not required to be for sale, however if a piece of art is sold during the time of the display a 10% commission on the sale price will go to the Arts, Culture & Heritage Committee.

### **Questions**

Questions regarding the application should be directed to Assistant Village Manager Courtney Nicholls at 734-426-8303 x17 or [cnicholls@villageofdexter.org](mailto:cnicholls@villageofdexter.org)

### **Timeline**

April 16, 2012 – Application Deadline  
May 29, 2012 – Artists Notified of Selection  
Week of June 18, 2012 – Installation  
Week of May 13, 2013 – Removal

**DEXTER ANNUAL SCULPTURE DISPLAY APPLICATION**

Artists can submit up to three original sculptures per application. A \$10 application fee is required.

Please complete the form and return it to the Village of Dexter with the \$10 application fee, biography/artist's statement, and CD of the images. Materials submitted will not be returned.

Applications should be returned to the Village Offices:

Mailing Address: 8140 Main, Dexter, MI 48130 Physical Address: 8123 Main, Dexter, MI 48130

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

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

City, State, Zip: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

Website: \_\_\_\_\_

**Sculpture #1**

Title: \_\_\_\_\_

Media: \_\_\_\_\_

Dimensions (HxWxD) and Weight: \_\_\_\_\_

Retail Price (if applicable): \_\_\_\_\_

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

**Sculpture #2**

Title: \_\_\_\_\_

Media: \_\_\_\_\_

Dimensions (HxWxD) and Weight: \_\_\_\_\_

Retail Price (if applicable): \_\_\_\_\_

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

Sculpture #3

Title: \_\_\_\_\_

Media: \_\_\_\_\_

Dimensions (HxWxD) and Weight: \_\_\_\_\_

Retail Price (if applicable): \_\_\_\_\_

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

How did you hear about the Dexter Annual Sculpture Display?

I understand that if my sculpture(s) is(are) selected, it(they) may not be removed prior to May 13, 2013.

I understand that all accepted sculptures will be on display in a public, outdoor, unguarded setting.

\_\_\_\_\_  
Signature of Artist

**Village President Report**

AGENDA 3-12-12

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

March 1, 2012 – Website Committee Meeting – Ciesa Design presented new concepts to the committee for our future website. We will soon be moving from design to function.

March 6, 2012 – Meeting with Village Manager Dettling, Assistant Village Manager Nicholls and Dan Schlaff from the Village Water/Sewer Department to discuss next steps in determining the future of the Superintendent Position.

Future Activities

March 10, 2012 (Sat @ 8 am to 1 pm) – Goal Setting Workshop

March 12, 2012 – Village Council meeting

March 15, 2012 – Village Downtown Development Authority meeting – I don't believe that I will be able to attend this meeting, however, it is on my calendar in case I am able to attend.

March 21, 2012 – Regional Fire Committee meeting

March 26, 2012 – Village Council meeting – I will be late to this meeting as I need to attend a meeting a St Joseph Church with my nephew. I am his confirmation sponsor. Similar to the past, I will join the Council meeting as soon as I am able.

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			12-Mar-12
Payroll Check Register	03/07/12	\$38,285.42	Bi-weekly payroll processing
Account Payable Check Register	3/12/2012	\$136,400.76	
		<b>\$174,686.18</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: 03/07/2012

Time: 12:58pm

Page: 1

illage of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	WWTP	360.00	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CHEMICALS	1,159.50	0.00
ANNELIESH S CORNISH DDS	CORNISH DD	PATEINT: AMANDA KNAPP	92.50	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	office	11.50	0.00
BELL EQUIPMENT CO	BELL	SWEEPER SCHOOL	100.00	0.00
BRUENINGER FARMS	BRUENINGER	COMPOST	2,250.00	0.00
CHEMSEARCH	CHEMSEARCH	CHEMICALS	116.17	0.00
CINTAS CORPORATION	CINTAS	FEB INVOICES	588.22	0.00
CMR MECHANICAL	CMR	8140 MAIN	184.00	0.00
COMCAST	COMCAST	WWTP	72.29	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	FUEL	1,685.04	0.00
DEXTER COMMUNITY SCHOOLS	DEX SCHOOL	5TH WELL EASEMENT	10,000.00	0.00
DEXTER PHARMACY	DEX PHARMA	SHIPPING	22.47	0.00
DET ENERGY	DET EDISON	FEB USAGE	6,554.86	0.00
DYKEMA GOSSETT PLLC	DYKEMA	LEGAL FEES	2,380.00	0.00
ENVIRONMENTAL RESOURCE ASSOC	ENVIR RESO	CHEMICALS	272.87	0.00
GOVERNMENT FINANCE OFFICERS	GFOA	MEMBERSHIP DUE	160.00	0.00
GRAINGER	GRAING	MAINTENANCE	21.48	0.00
RIFFIN PEST CONTROL INC	PEST CONTR	8140 MAIN	144.00	0.00
HACH COMPANY	HACH CO	TESTING	206.65	0.00
HACKNEY HARDWARE	HACKNEY	FEB INVOICES	1,084.02	0.00
HERITAGE NEWSPAPERS	HERITAGE N	LEGALS	225.00	0.00
HOPPS ELECTRIC, INC.	HOPPS	TROUBLESHOOTPANEL @ GAZEBO	1,175.89	0.00
NIGHT'S GRADING & EXCAVATING	KG&E	GRAND ST	7,683.10	0.00
LESSORS WELDING SUPPLY	LESSORS	SUPPLIES	28.50	0.00
MARY ANN SIMPKINS	SIMPKINS	EASTER EGG HUNT	19.00	0.00
MICHIGAN PIPE & VALVE, INC.	MI PIPE	MAINTENANCE	3,342.13	0.00
NORTH CENTRAL LABORATORIES	NCL	LAB	192.23	0.00
PARAGON LABORATORIES INC	PARA	LAB	40.00	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	FEB INVOICES	837.91	0.00
PC	CREDIT CAR	MISC CHARGES	558.90	0.00
ROTO ROOTER	ROTO ROOTE	7840 GRAND	585.00	0.00
SIGNS IN 1 DAY	SIGNS	ARBOR DAYS SIGN	146.00	0.00
SUN VALLEY BUSINESS ASSOC OF MICH	SBAM	PERIOD MARCH	16,067.04	0.00
STAPLES BUSINESS ADVANTAGE	STAPLES OF	FEB INVOICES	622.02	0.00
STATE OF MICHIGAN	MICH AGRIC	CALIBRATION	145.00	0.00
SUN VALLEY EQUIPMENT	SUN VALLEY	MAINTENANCE	78.84	0.00
UNIS PROGRAMMABLE SERVICES INC	UNIS PROGRA	WWTP	516.00	0.00
VARNUM, RIDDERING, SCHMIDT	VARNUM, RI	LEGAL FEES	276.80	0.00
WASHTENAW COUNTY ROAD	W CTY ROAD	MAST RD BRIDGE PROJECT <i>Central St.</i>	166.67	0.00
WASHTENAW COUNTY TREASURER	W CTY TREA	LAW ENF	37,648.75	0.00
WASTE MANAGEMENT	WASTE MANA	RESIDENTIAL	37,885.16	0.00
WASTE MANAGEMENT OF MICHIGAN	WASTE MGT	ROLL OFF	695.25	0.00
Grand Total:			136,400.76	0.00

INVOICE APPROVAL LIST BY FUND

Date: 03/07/2012  
 Time: 12:59pm  
 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						
101-101.000-960.000	Education	PNC MISC CHARGES	0	03/05/12	03/05/2012	50.00
					Total Village Council	50.00
Dept: Village Manager						
101-172.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0	03/05/12	03/05/2012	1,878.88
101-172.000-955.000	Miscellaneous	STAPLES BUSINESS ADVANTAGE FEB INVOICES	0	3170283446	03/05/2012	159.98
					Total Village Manager	2,038.86
Dept: Attorney						
101-210.000-810.000	Attorney F	DYKEMA GOSSETT PLLC LEGAL FEES	0	1439075	03/05/2012	2,380.00
					Total Attorney	2,380.00
Dept: Village Clerk						
101-215.000-901.000	Printing &	HERITAGE NEWSPAPERS LEGALS	0	03/05/12	03/05/2012	90.00
					Total Village Clerk	90.00
Dept: Village Treasurer						
101-253.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0	03/05/12	03/05/2012	1,347.64
101-253.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE FEB INVOICES	0	3170283446	03/05/2012	146.12
101-253.000-958.000	Membership	GOVERNMENT FINANCE OFFICERS MEMBERSHIP DUE	0	03/06/12	03/06/2012	160.00
					Total Village Treasurer	1,653.76
Dept: Buildings & Grounds						
01-265.000-727.000	Office Sup	STAPLES BUSINESS ADVANTAGE FEB INVOICES	0	3170283446	03/05/2012	124.34
01-265.000-727.000	Office Sup	PNC MISC CHARGES	0	03/05/12	03/05/2012	109.90
01-265.000-727.000	Office Sup	HACKNEY HARDWARE FEB INVOICES	0	03/05/12	03/05/2012	18.34
01-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO. INC office	0	1323555	03/05/2012	11.50
01-265.000-920.000	Utilities	DTE ENERGY FEB USAGE	0	03/07/12	03/07/2012	711.09
01-265.000-935.000	Bldg Maint	CINTAS CORPORATION FEB INVOICES	0	03/05/12	03/05/2012	67.50
01-265.000-977.000	Equipment	ABSOLUTE COMPUTER SERVICES PC'S REPLACEMENT ERIN & BRENDA	0	63683	03/06/2012	270.00
					Total Buildings & Grounds	1,312.67
Dept: Village Tree Program						
01-285.000-731.000	Landscape	SIGNS IN 1 DAY ARBOR DAYS SIGN	0	21986	03/05/2012	98.00
					Total Village Tree Program	98.00
Dept: Law Enforcement						
01-301.000-803.000	Contracted	WASHTENAW COUNTY TREASURER LAW ENF	0	21140	03/06/2012	37,648.75
01-301.000-920.000	Utilities	DTE ENERGY FEB USAGE	0	03/07/12	03/07/2012	373.20
					Total Law Enforcement	38,021.95
Dept: Fire Department						
11-336.000-920.000	Utilities	DTE ENERGY FEB USAGE	0	03/07/12	03/07/2012	466.50
11-336.000-935.000	Bldg Maint	GRIFFIN PEST CONTROL INC 8140 MAIN	0	911457	03/05/2012	144.00
11-336.000-935.000	Bldg Maint	CMR MECHANICAL 8140 MAIN	0	10041	03/05/2012	184.00
					Total Fire Department	794.50
Dept: Planning Department						

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Village of Dexter

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: General Fund						
Dept: Planning Department						
101-400.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0	03/05/12	03/05/2012	1,347.64
Total Planning Department						1,347.64
Dept: Department of Public Works						
101-441.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0	03/05/12	03/05/2012	1,266.19
101-441.000-721.000	Health & L	ANNELIESH S CORNISH DDS	0	03/05/12	03/05/2012	92.50
101-441.000-740.000	Operating	PATEINT: AMANDA KNAPP LESSORS WELDING SUPPLY SUPPLIES	0	217999	03/05/2012	28.50
101-441.000-740.000	Operating	PARTS PEDDLER AUTO SUPPLY FEB INVOICES	0	03/05/12	03/05/2012	18.39
101-441.000-740.000	Operating	HACKNEY HARDWARE FEB INVOICES	0	03/05/12	03/05/2012	230.05
101-441.000-740.000	Operating	CHEMSEARCH CHEMICALS	0	627368	03/05/2012	116.17
101-441.000-745.000	Uniform Al	CINTAS CORPORATION FEB INVOICES	0	03/05/12	03/05/2012	260.00
101-441.000-751.000	Gasoline &	CORRIGAN OIL COMPANY FUEL	0	5625872	03/05/2012	548.86
101-441.000-920.000	Utilities	DTE ENERGY FEB USAGE	0	03/07/12	03/07/2012	1,285.30
101-441.000-935.000	Bldg Maint	HOPP ELECTRIC, INC. LIGHTING CONTROL	0	S5005	03/06/2012	724.89
101-441.000-960.000	Education	BELL EQUIPMENT CO SWEEPER SCHOOL	0	03/06/12	03/06/2012	100.00
Total Department of Public Works						4,670.85
Dept: Downtown Public Works						
01-442.000-730.000	Farmers Ma	PNC MISC CHARGES	0	03/05/12	03/05/2012	150.00
01-442.000-740.000	Operating	HOPP ELECTRIC, INC. PHOTO CELL	0	S5031	03/05/2012	238.00
01-442.000-740.000	Operating	HOPP ELECTRIC, INC. TROUBLESHOOTPANEL @ GAZEBO	0	S5023	03/05/2012	213.00
01-442.000-920.000	Utilities	DTE ENERGY FEB USAGE	0	03/07/12	03/07/2012	289.65
Total Downtown Public Works						890.65
Dept: Solid Waste						
01-528.000-805.000	Solid Waste	WASTE MANAGEMENT COMMERCIAL	0	7188889	03/07/2012	19,332.00
01-528.000-805.000	Solid Waste	WASTE MANAGEMENT RESIDENTIAL	0	7187877	03/07/2012	18,553.16
01-528.000-806.000	Contracted	WASTE MANAGEMENT OF MICHIGAN ROLL OFF	0	7190585-1389-1	03/07/2012	695.25
01-528.000-806.000	Contracted	BRUENINGER FARMS COMPOST	0	03/05/12	03/05/2012	2,250.00
Total Solid Waste						40,830.41
Dept: Parks & Recreation						
01-751.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0	03/05/12	03/05/2012	204.22
01-751.000-955.000	Miscellaneous	SIGNS IN 1 DAY EASTER EGGSTRAVAGANZA	0	22019	03/06/2012	48.00
01-751.000-955.000	Miscellaneous	MARY ANN SIMPKINS EASTER EGG HUNT	0	206447	03/06/2012	19.00
Total Parks & Recreation						271.22
Dept: Insurance & Bonds						
01-851.000-721.001	Retiree He	SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0	03/05/12	03/05/2012	606.23
Total Insurance & Bonds						606.23
Fund Total						95,056.74

id: Major Streets Fund  
 Dept: Contracted Road Construction

INVOICE APPROVAL LIST BY FUND

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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: Major Streets Fund							
Dept: Contracted Road Construction							
202-451.000-974.009	Central St		WASHTENAW COUNTY ROAD MAST RD BRIDGE PROJECT	0	508738	03/06/2012	66.67
202-451.000-974.010	Main Stree		WASHTENAW COUNTY ROAD MAIN ST RESURFACING	0	03/07/12	03/07/2012	100.00
Total Contracted Road Construction							166.67
Dept: Routine Maintenance							
202-463.000-721.000	Health & L		SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0		03/05/2012	1,061.95
202-463.000-740.000	Operating		HACKNEY HARDWARE FEB INVOICES	0		03/05/2012	30.99
202-463.000-802.000	Profession		STATE OF MICHIGAN CALIBRATION	0	37016	03/05/2012	145.00
Total Routine Maintenance							1,237.94
Dept: Traffic Services							
202-474.000-721.000	Health & L		SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0		03/05/2012	326.76
Total Traffic Services							326.76
Dept: Winter Maintenance							
202-478.000-721.000	Health & L		SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0		03/05/2012	653.52
Total Winter Maintenance							653.52
Fund Total							2,384.89
Fund: Local Streets Fund							
Dept: Routine Maintenance							
203-463.000-721.000	Health & L		SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0		03/05/2012	326.76
Total Routine Maintenance							326.76
Dept: Traffic Services							
203-474.000-721.000	Health & L		SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0		03/05/2012	81.69
Total Traffic Services							81.69
Dept: Winter Maintenance							
203-478.000-721.000	Health & L		SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0		03/05/2012	163.38
Total Winter Maintenance							163.38
Fund Total							571.83
Fund: Municipal Streets							
Dept: Administration							
204-248.000-721.001	Retiree He		SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0		03/05/2012	688.35
Total Administration							688.35
Fund Total							688.35
Fund: Equipment Replacement Fund							
Dept: Department of Public Works							
02-441.000-939.000	Vehicle Ma		SUN VALLEY EQUIPMENT MAINTENANCE	0		03/06/2012	78.84
02-441.000-939.000	Vehicle Ma		PARTS PEDDLER AUTO SUPPLY FEB INVOICES	0		03/05/2012	819.52
02-441.000-939.000	Vehicle Ma		HACKNEY HARDWARE FEB INVOICES	0		03/05/2012	9.49
Total Department of Public Works							907.85
Fund Total							907.85
Fund: Sewer Enterprise Fund							

INVOICE APPROVAL LIST BY FUND

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und Department Account	GI Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
<b>und: Sewer Enterprise Fund</b>						
<b>Dept: Administration</b>						
590-248.000-811.000	Atty Misc	VARNUM, RIDDERING, SCHMIDT LEGAL FEES	0	03/06/12	03/06/2012	276.80
						276.80
Total Administration						276.80
<b>Dept: Sewer Utilities Department</b>						
590-548.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0	03/05/12	03/05/2012	3,267.58
590-548.000-721.001	Retiree He	SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0	03/05/12	03/05/2012	1,457.67
590-548.000-740.000	Operating	STAPLES BUSINESS ADVANTAGE FEB INVOICES	0	3170283446	03/05/2012	95.79
590-548.000-740.000	Operating	HACKNEY HARDWARE FEB INVOICES	0	03/05/12	03/05/2012	20.77
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION CHEMICALS	0	0468863	03/05/2012	1,159.50
590-548.000-743.000	Chem Lab	NORTH CENTRAL LABORATORIES LAB	0	300600	03/07/2012	192.23
590-548.000-743.000	Chem Lab	HACKNEY HARDWARE FEB INVOICES	0	03/05/12	03/05/2012	45.03
590-548.000-745.000	Uniform Al	CINTAS CORPORATION FEB INVOICES	0	03/05/12	03/05/2012	183.04
590-548.000-751.000	Gasoline &	CORRIGAN OIL COMPANY FUEL	0	5625872	03/05/2012	1,136.18
590-548.000-802.000	Profession	ROTO ROOTER 7840 GRAND	0	672944	03/07/2012	585.00
590-548.000-802.000	Profession	UIS PROGRAMMABLE SERVICES INC WWTP	0	530338881	03/06/2012	516.00
590-548.000-802.000	Profession	PNC MISC CHARGES	0	03/05/12	03/05/2012	124.50
590-548.000-803.003	Sludge hau	HACKNEY HARDWARE FEB INVOICES	0	03/05/12	03/05/2012	65.61
590-548.000-824.000	Testing &	DEXTER PHARMACY SHIPPING	0	03/07/12	03/07/2012	12.56
590-548.000-824.000	Testing &	HACH COMPANY TESTING	0	7637000	03/05/2012	206.65
590-548.000-901.000	Printing &	HERITAGE NEWSPAPERS LEGALS	0	03/05/12	03/05/2012	67.50
590-548.000-920.000	Utilities	COMCAST WWTP	0	03/07/12	03/07/2012	36.15
590-548.000-920.000	Utilities	DTE ENERGY FEB USAGE	0	03/07/12	03/07/2012	2,570.00
590-548.000-935.000	Bldg Maint	HACKNEY HARDWARE FEB INVOICES	0	03/05/12	03/05/2012	36.47
590-548.000-935.000	Bldg Maint	CINTAS CORPORATION FEB INVOICES	0	03/05/12	03/05/2012	25.00
590-548.000-937.000	Equip Main	ABSOLUTE COMPUTER SERVICES WWTP	0	63667	03/05/2012	45.00
Total Sewer Utilities Department						11,848.23
Fund Total						12,125.03

<b>und: Water Enterprise Fund</b>						
<b>Dept: Water Utilities Department</b>						
511-556.000-721.000	Health & L	SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0	03/05/12	03/05/2012	816.89
511-556.000-721.001	Retiree He	SMALL BUSINESS ASSOC OF MICH PERIOD MARCH	0	03/05/12	03/05/2012	571.69
511-556.000-740.000	Operating	STAPLES BUSINESS ADVANTAGE FEB INVOICES	0	3170283446	03/05/2012	95.79
511-556.000-740.000	Operating	HACKNEY HARDWARE FEB INVOICES	0	03/05/12	03/05/2012	33.95
511-556.000-741.000	Road Repai	KNIGHT'S GRADING & EXCAVATING GRAND ST	0	03/06/12	03/06/2012	2,000.00
511-556.000-745.000	Uniform Al	CINTAS CORPORATION FEB INVOICES	0	03/05/12	03/05/2012	52.68
511-556.000-802.000	Profession	PNC MISC CHARGES	0	03/05/12	03/05/2012	124.50
511-556.000-824.000	Testing &	PARAGON LABORATORIES INC LAB	0	69936	03/07/2012	40.00

INVOICE APPROVAL LIST BY FUND

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und Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
und: Water Enterprise Fund						
Dept: Water Utilities Department						
591-556.000-824.000	Testing &	ENVIRONMENTAL RESOURCE ASSOC CHEMICALS	0	642065	03/05/2012	272.87
591-556.000-824.000	Testing &	DEXTER PHARMACY SHIPPING	0	03/05/12	03/05/2012	9.91
591-556.000-901.000	Printing &	HERITAGE NEWSPAPERS LEGALS	0	03/05/12	03/05/2012	67.50
591-556.000-920.000	Utilities	COMCAST WWTP	0	03/07/12	03/07/2012	36.14
591-556.000-920.000	Utilities	DTE ENERGY FEB USAGE	0	03/07/12	03/07/2012	859.12
591-556.000-935.000	Bldg Maint	HACKNEY HARDWARE FEB INVOICES	0	03/05/12	03/05/2012	503.40
591-556.000-937.000	Equip Main	HACKNEY HARDWARE FEB INVOICES	0	03/05/12	03/05/2012	59.95
591-556.000-937.000	Equip Main	MICHIGAN PIPE & VALVE, INC. MAINTENANCE	0	85314	03/07/2012	2,045.30
591-556.000-937.000	Equip Main	MICHIGAN PIPE & VALVE, INC. MAINTENANCE	0	85313	03/07/2012	936.74
591-556.000-937.000	Equip Main	MICHIGAN PIPE & VALVE, INC. MAINTENANCE	0	85299	03/05/2012	360.09
591-556.000-937.000	Equip Main	GRAINGER MAINTENANCE	0	9757528295	03/05/2012	21.48
591-556.000-937.000	Equip Main	ABSOLUTE COMPUTER SERVICES WWTP	0	63667	03/05/2012	45.00
591-556.000-970.000	Capital Im	KNIGHT'S GRADING & EXCAVATING SECOND & INVERNESS	0		03/06/2012	2,570.50
591-556.000-970.000	Capital Im	KNIGHT'S GRADING & EXCAVATING GRAND ST	0	03/06/12	03/06/2012	3,112.60
591-556.000-977.000	Equipment	HACKNEY HARDWARE FEB INVOICES	0	03/05/12	03/05/2012	29.97
Total Water Utilities Department						14,666.07
Dept: Capital Improvements						
91-901.000-974.000	CIP Capita	DEXTER COMMUNITY SCHOOLS 5TH WELL EASEMENT	0	03/05/12	03/05/2012	10,000.00
Total Capital Improvements						10,000.00
Fund Total						24,666.07
Grand Total						136,400.76





RAYMOND D. SINGER  
Grand Knight  
6066 Scully Road  
Dexter, Michigan 48130  
Phone: (734) 358-6480  
E-mail: [rdsinger@hotmail.com](mailto:rdsinger@hotmail.com)

# Knights of Columbus

AGENDA 3-12-12

ITEM 52

DEXTER COUNCIL, No. 2959  
8265 Dexter-Chelsea Road  
Dexter, Michigan 48130  
Phone/Fax: (734) 426-5558  
E-mail: [dexterkofc@ameritech.net](mailto:dexterkofc@ameritech.net)

DAVID M. MILEY,  
Financial Secretary  
4710 Cameron Circle  
Dexter, Michigan 48130  
Phone: (734) 424-2717  
Fax: (734) 426-5302  
E-mail: [miley4710@comcast.net](mailto:miley4710@comcast.net)

Dexter Village Council  
8140 Main St.  
Dexter, Mi. 48130

February 27, 2012

Dear Council Members;

In past years the Village of Dexter has been kind enough to let members of the Knights of Columbus sell tootsie rolls on the sidewalks of the village to help raise funds in support of the mentally impaired. We have contributed at least 50% of all money raised to help support the *special education programs in the Dexter School District*. The remaining funds are donated to the *St. Louis Center in Chelsea*.

This year's *Tootsie Roll Drive* is slated for **March 30<sup>th</sup>, March 31<sup>st</sup>, and April 1<sup>st</sup>**.

We hope you can see it in your hearts to grant us permission again, this year, to allow us to raise funds for a very worthy cause. Please call me, should you have any questions concerning this fundraiser. I may be contacted at (734) 475-2453, after 6pm.

Sincerely,

Randy Fox  
Chairman  
Dexter Knights of Columbus  
Council No. 2959



AGENDA 3-12-12

ITEM L-1

**OHM**

est. 1962

March 5, 2012

VILLAGE OF DEXTER  
8140 Main Street  
Dexter, MI 48130

Attention: Donna Dettling  
Village Manager

Regarding: Main Street Resurfacing  
Recommendation Letter  
OHM Job # 0130-11-0031

Dear Ms. Dettling:

Bids for the Main Street Resurfacing project were received on Friday, March 2, 2012 at the Village of Dexter offices. Bids were received from nine (9) bidders, with bids ranging from \$254,162.70 to \$349,981.50, as shown on the attached tabulation. The scope of work includes the milling and resurfacing of Main Street between Alpine Street and Baker Road as well as the construction of decorative cross walks and sidewalk ramp improvements. The apparent low bid was received from Pro-Line Asphalt Paving Corp., 11797 29 Mile Road, Washington Township, MI 48095 in the amount of \$254,162.70. Our review confirmed Pro-Line Asphalt Paving Corp. as the low bidder.

Based on the information submitted in the bid and their references, it is felt that Pro-Line Asphalt Paving Corp. is capable of performing the work. It is recommended that the Main Street Resurfacing contract be awarded to Pro-Line Asphalt Paving Corp. in the amount of \$254,162.70.

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

Sincerely,  
**ORCHARD, HILTZ & McCLIMENT, INC.**



Rhett Gronovelt, PE  
Principal

cc: Dan Schlaff, Utilities Department  
Pro-Line Asphalt Paving Corp., 11797 29 Mile Road, Washington Township, MI 48095

Tabulation for Bids Received on 3/2/12  
 Main Street Resurfacing  
 Village of Dexter, Washtenaw County, State of Michigan  
 OHM Job No.: 0130-11-0031

Pro-Line Asphalt Paving Corp  
 11787 29 Mile Rd.  
 Washington Twp., MI 48095  
 Phone: 586-752-7730

Nagle Paving Company  
 39525 W. 13 Mile Rd.  
 Suite 300  
 Novi, MI 48377  
 Phone: 248-553-0600

Asphalt Specialists Inc.  
 1780 E. Highwood  
 Pontiac, MI 48340  
 Phone: 248-334-4870

American Asphalt, Inc.  
 302 S. Charles St.  
 Lansing, MI 48912  
 Phone: 517-484-0260

Barrett Paving Materials, Inc.  
 5800 Cherry Hill Rd.  
 Ypsilanti, MI 48198  
 Phone: 734-493-4755

Florence Cement Company  
 12585 23 Mile Rd.  
 Shelby Twp., MI 48315  
 Phone: 586-987-2686

Item No.	Description	Estimated Quantity	Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount
1)	Modification, Max.	1	LS	\$12,000.00	\$12,000.00						
2)	Curb and Gutter, Rem.	400	Lt	\$12,000.00	\$4,800.00						
3)	Pavt. Rem	300	Syd	\$4,800.00	\$1,440.00						
4)	Sidewalk, Rem	204	Syd	\$1,112.40	\$226,401.60						
5)	Subgrade Undercut and Refill, 21AA	60	Cyd	\$373.00	\$22,380.00						
6)	Erosion Control, Inlet Protection, Fabric Drop	15	Ea	\$85.10	\$1,276.50						
7)	Aggregate Base, 8 inch	250	Syd	\$3,212.50	\$803,125.00						
8)	Dr. Structure Cover, Adj. Case 1	3	Ea	\$589.80	\$1,769.40						
9)	Cold Milling HMA Surface	7000	Syd	\$223.00	\$1,561,000.00						
10)	Pavt Joint and Crack Repr. Det 7	2400	Lt	\$2.99	\$7,176.00						
11)	Pavt Joint and Crack Repr. Det 8	500	Lt	\$5.00	\$2,500.00						
12)	Hand Patching	180	Ton	\$63.49	\$11,428.20						
13)	HMA, 13A	960	Ton	\$19.50	\$18,720.00						
14)	HMA Approach	380	Ton	\$24.49	\$9,306.20						
15)	Curb and Gutter, Conc. Det C4	400	Lt	\$15.19	\$6,076.00						
16)	Sidewalk, Conc. 4 inch	588	Lt	\$4.88	\$2,861.44						
17)	Sidewalk Ramp	1100	Lt	\$70.53	\$77,583.00						
18)	Detectable Warning Surface, Decorative Brick	124	Ft	\$13.02	\$1,614.48						
19)	Stamped Colored Concrete, 8 inch	2183	Sft	\$10.85	\$23,652.65						
20)	Sidewalk, Decorative Brickwork, Salv and Reset	120	Ft	\$3.80	\$456.00						
21)	Fence, Protective	178	Ft	\$13.00	\$2,314.00						
22)	Pavt Mfg. Only Cold Plastic, 24 inch, Stop Bar	1	Ea	\$211.57	\$211.57						
23)	Pavt Mfg. Only Cold Plastic, Handicap Sym	3	Ea	\$139.04	\$417.12						
24)	Pavt Mfg. Only Cold Plastic, Lt Turn Arrow Sym	27	Ea	\$193.04	\$5,212.08						
25)	Pavt Mfg. Only Cold Plastic, Lt Turn Only	1	Ea	\$193.04	\$193.04						
26)	Pavt Mfg. Only Cold Plastic, Rt Turn Arrow Sym	29	Ea	\$193.04	\$5,598.16						
27)	Pavt Mfg. Only Cold Plastic, Rt Turn Only	1440	Ft	\$2.00	\$2,880.00						
28)	Pavt Mfg. Sprayable Thermopl. 4 inch, White	2550	Ft	\$1.29	\$3,289.50						
29)	Pavt Mfg. Sprayable Thermopl. 6 inch, Yellow	60	Ft	\$1.63	\$97.80						
30)	Pavt Mfg. Sprayable Thermopl. 6 inch, White	100	Ft	\$1.63	\$163.00						
31)	Pavt Mfg. Sprayable Thermopl. 8 inch, Yellow	900	Ft	\$2.20	\$1,980.00						
32)	Pavt Mfg. Sprayable Thermopl. 8 inch, White	30	Ea	\$1.09	\$32.70						
33)	Barricade, Type III, High Intensity, Furn	2	Ea	\$217.02	\$434.04						
34)	Lighted Arrow, Type B, Furn	1	Ea	\$1.09	\$1.09						
35)	Lighted Arrow, Type B, Oper	1	Ea	\$542.55	\$542.55						
36)	Minor Traffic Devices	2000	Ft	\$0.11	\$220.00						
37)	Pavt Mfg. Type NR, Plain, 4 inch, Yellow, Temp	500	Ft	\$1.03	\$515.00						
38)	Pavt Mfg. Type R, 4 inch, White, Temp	150	Ft	\$1.03	\$154.50						
39)	Pavt Mfg. Type R, 4 inch, Yellow, Temp	150	Ft	\$8.68	\$1,302.00						
40)	Plastic Drum, High Intensity, Furn	10	Ea	\$0.01	\$0.10						
41)	Plastic Drum, High Intensity, Oper	10	Ea	\$16.28	\$162.80						
42)	Sign, Portable, Changeable Message, Furn	1	Ea	\$542.55	\$542.55						
43)	Sign, Portable, Changeable Message, Oper	1	Ea	\$1.09	\$1.09						
44)	Sign, Type A, Temp, Furn	9	Sr	\$9.43	\$84.87						
45)	Sign, Type A, Temp, Oper	9	Sr	\$0.01	\$0.09						
46)	Sign, Type B, Temp, Phismatic, Furn	950	Sr	\$2.17	\$2,061.50						
47)	Sign, Type B, Temp, Phismatic, Oper	950	Sr	\$0.27	\$256.50						
48)	Traffic Signal Work Allowance	1	Dir	\$14,000.00	\$14,000.00						
49)	Conduit, Schedule 40, 3 inch	58	Ft	\$5.95	\$345.10						
50)	Monument Preservation	1	Ea	\$325.53	\$325.53						
51)	Monument Preservation	1	Ea	\$217.02	\$217.02						
52)	Paver Band, Plain Conc., 12 inch	854	Ft	\$13.02	\$11,119.08						
TOTAL BID AMOUNT											
\$284,162.70											
\$269,333.65											
\$274,458.41											
\$285,796.89											
\$301,301.60											

ADDITIONAL BIDDERS  
 Cadillac Asphalt, LLC  
 AN's Asphalt Paving Co Inc  
 Best Asphalt, Inc.

CORRECTIONS  
 1 Bidder multiplication error corrected.  
 2 Total adjusted to reflect corrections.

H:\Municipal\_Group Operations\Bid Tabs\Village of Dexter\11-0031 Main St.xls(Sheet1)

**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: March 12, 2012**  
**Re: Main Street Resurfacing-Proposal for Engineering Services**

Attached is a memo from OHM to provide services for the Main Street Resurfacing project for \$50,400. The proposal is for Construction observation, engineering, and administration. Also included is materials testing rounded to \$6,000 as well as additional pedestrian signal design and coordination in the amount of \$3,400.

**Staff recommends acceptance of this proposal for Construction Phase Services in an amount not to exceed \$47,000**

**Staff also recommends acceptance of the additional pedestrian signal design and coordination in the amount of \$3,400**

Summary of Project Financial Information

The design services for this project were approved in two parts. Part I was approved on June 27, 2011 for \$13,500 and Part II was approved on September 26, 2011 for \$18,300 for a total of \$31,800. The \$13,500 was paid for in fiscal year 2010-2011 and the \$18,300 has been and will continue to be paid for in fiscal year 2011-2012.

In the current fiscal year 2011-2012 council budgeted \$334,000 in budget line item 202-451.000.974.010 to complete this project.

The breakdown of how the \$334,000 will be spent is as follows:

- Design - \$18,300
- Construction - \$254,163
- Construction Inspection/Engineering/Testing- \$47,000
- Additional Design pedestrian signals- \$3,400
- Total Expenditure - \$322,863.00, this represents \$11,137 under the budget.

For the overall project (including both fiscal years), the engineering services/ material testing equal \$82,200.00 or 32% of the \$254,163 construction cost.

**The anticipated total cost for this project will be \$336,363.00**

Council asked for further analysis into turning movements for Central Street at Main Street. Attached is a memo that provides this analysis. Staff is recommending that the Central Street geometry not be altered at this time and that Broad Street remain the designated truck route.

March 5, 2012

**VILLAGE OF DEXTER**  
8140 Main Street  
Dexter, MI 48130

The logo for OHM (Orchard, Hiltz & McCliment, Inc.) consists of the letters "OHM" in a bold, sans-serif font. To the right of the letters is a stylized graphic of a tree or a similar natural element.

est. 1962

Attention: Donna Dettling, Village Manager

Re: **Main Street Resurfacing  
Construction Services**

Dear Ms. Dettling:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for construction observation, engineering, and contract administration for the Main Street Resurfacing project.

### **PROJECT UNDERSTANDING**

On Friday, March 2, 2012, bids were received for the Main Street Resurfacing project with a low bidder of Pro-Line Paving Corp.. Assuming the Village accepts their bid, it is anticipated that construction would begin April 16, 2012 and is scheduled for substantial completion on May 19, 2012 and final completion on May 26, 2012.

The proposed scope of work for Main Street includes the mill and overlay of the existing roadway between Alpine Street and Baker Road. The project also includes the construction of decorative, stamped concrete cross walks as well as the upgrade of eighteen (18) sidewalk ramps to meet current ADA accessibility requirements. The project was prepared using a Log format which relies on the direction of the Field Engineer to determine the scope of the construction work. The construction schedule is accelerated, and we anticipate the contractor will be working 6 day work weeks, and longer days.

### **SCOPE OF SERVICES**

We propose the following scope of services for construction phase portion of the project:

#### Construction Observation

1. Full-time daily observation will be provided when significant construction work or testing is occurring. Daily field reports will be prepared documenting pay item quantities and general progress for the day. Checking line and elevation for compliance with contract documents will also be provided as part of the construction observer's regular responsibilities.
2. A project engineer will oversee and supervise observation. In addition, the engineer will be responsible for resolving any interpretations or issues which may arise with the plans or contract documents.

#### Construction Engineering

3. The project engineer will direct the Contractor on pavement removal limits and the location and extent of pavement and base repairs.
4. The project engineer will determine the limits necessary for the construction of the sidewalk ramp improvements and work with the Contractor to establish removal limits.
5. Respond to Contractor requests for information providing design clarifications or revisions as necessary.

6. The project engineer will monitor the function of pedestrian and vehicular traffic throughout the project and will direct revisions to the traffic control devices as necessary to ensure efficient and safe traffic movements through and around the project.

#### Construction Engineering and Contract Administration

7. Schedule and conduct a public informational meeting with the Village and contractor.
8. Assist the Village in execution of the contract documents.
9. Convene a pre-construction meeting with the successful bidder and prepare meeting notes.
10. A submittal log will be developed for review and approval of all shop drawings, catalogue sheets and samples related to the proposed work.
11. Four (4) weekly construction progress meetings will be held during the project.
12. Request and review construction progress schedule from the Contractor. Progress will be monitored throughout the project to ensure timely construction of the contract work items.
13. Prepare construction pay estimates. It is assumed that two (2) estimates will be prepared for the project.
14. Assist in claim resolution and review and process any change order requests from the Contractor and provide recommendations on action to the Village.
15. Prepare a final punch list and monitor resolution of these items as well as final restoration until completion of the project.

#### Existing Pedestrian Signal Assessment

In January, the Village asked that OHM conduct a review of the existing pedestrian push buttons on the traffic signals within the Main Street project limits. Based on the review, it was determined that corrections would be required at six of the pedestrian crossings. These corrections required the development of conceptual designs and coordination with the DPW and the Village's traffic signal contractor, Dapprich Industries LLC to determine the extent of impact. This work is beyond the original scope of services for the Main Street Resurfacing project.

#### Construction Testing Services

In September of 2011, proposals for testing services were sought from three area firms for the 2011 DWRF Water Main improvements within the Village. At that time, Testing Engineers & Consultants, Inc. (TEC) was recommended for testing services based on their submitted rates. TEC will be within the Village this spring as the 2011 water main work draws to a close and has agreed to hold to their previously quoted rates. A copy of their proposal for testing on the Main Street Resurfacing project is attached for your review.

#### Additional Services

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

**COMPENSATION**

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

<u>Construction Services</u>	<u>Total Fee</u>
Construction Observation	\$22,000.00
Construction Engineering	\$10,600.00
Contract Administration	\$ 8,400.00
<b>Construction Services Total =</b>	<b>\$41,000.00</b>
<i>Existing Pedestrian Signal Assessment</i>	<i>\$ 3,400.00</i>
<i>Testing Services</i>	<i>\$ 6,000.00</i>

**SCHEDULE**

It is anticipated that the Main Street Resurfacing project will be substantially completed by May 26, 2012.

**CONTRACT TERMS AND CONDITIONS**

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

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

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

  
\_\_\_\_\_  
Rhett Gronevelt, P.E.  
Principal

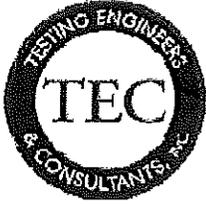
**VILLAGE OF DEXTER**  
**MAIN STREET RESURFACING**  
Construction Phase Engineering Services

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

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

Title: \_\_\_\_\_

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



# Testing Engineers & Consultants, Inc.

1343 Rochester Road • PO Box 249 • Troy, Michigan 48099-0249  
 (248) 588-6200 or (313) T-E-S-T-I-N-G

## PROPOSAL AND AUTHORIZATION TO PROCEED

Client: Village of Dexter c/o OHM Date: March 1, 2012

Address: 34000 Plymouth Road, Livonia, Michigan 48150

Contact: Mr. Rhett Gronevelt, PE Phone No.: (734) 522-6711 Fax No.: (734) 522-6427

Email: rhett.gronevelt@ohm-advisors.com

Project: Main Street Resurfacing

Location: Village of Dexter, Michigan

Proposal Number: 010-12-0067

### Scope of Services:

Testing Engineers & Consultants, (TEC) to provide construction materials testing services for the Main Street Resurfacing, Village of Dexter, Michigan.

Item No.	Inspection/Testing Activity	Quantity	Units	Unit Cost	Sub-Total	Total
1.01	<b>Soil/Aggregate Density Testing</b>					
	Senior Engineering Technician	2	Days	\$304.00	\$608.00	
	Nuclear Density Gauge	2	Day	\$10.00	\$20.00	
	Soil Moisture Density Relationship	2	Each	\$110.00	\$220.00	
	Sieve Analysis	2	Each	\$55.00	\$110.00	<b>\$958.00</b>
1.02	<b>HMA Testing</b>					
	Senior Engineering Technician	4	Days	\$304.00	\$1,216.00	
	Nuclear Density Gauge	4	Day	\$10.00	\$40.00	
	Extraction/Gradation	4	Each	\$175.00	\$700.00	<b>\$1,956.00</b>
1.03	<b>Concrete Testing</b>					
	Senior Engineering Technician	2	Days	\$304.00	\$608.00	
	Concrete Cylinder Tests	10	Each	\$11.00	\$110.00	<b>\$718.00</b>
1.04	<b>Engineering Support/Reimbursables</b>					
	Project Manager/Engineer	8	Hours	\$90.00	\$720.00	
	Trips (Site Visits and Sample P.U.)	12	Trips	\$35.00	\$420.00	<b>\$1,140.00</b>
					Total	<b>\$4,772.00</b>
					Contingency (OT, Retest, etc.)	<b>\$477.20</b>
					<b>Testing Services Total</b>	<b>\$5,249.20</b>

Copyright 1997 Testing Engineers & Consultants, Inc. All rights reserved.

All services undertaken are subject to the following policy. Reports are submitted for exclusive use of the clients to whom they are addressed. Their significance is subject to the adequacy and representative character of the samples and the comprehensiveness of the tests, examinations and surveys made. No quotation from reports or use of TEC's name is permitted except as expressly authorized by TEC in writing.

CONSULTING ENGINEERS & FULL-SERVICE PROFESSIONAL TESTING AND INSPECTION  
 OFFICES IN ANN ARBOR, DETROIT, AND TROY  
 FOUNDED IN 1966

**Testing Engineers & Consultants, Inc.**

Client: Village of Dexter c/o OHM

Date: March 1, 2012

TEC Proposal Number: 010-12-0067

**Schedule of Fees:**

Personnel:

- Senior Engineering Technician..... Hour \$ 38.00
- Project Engineer/Manager..... Hour \$ 90.00
- Professional Engineer ..... Hour \$ 115.00

Laboratory Tests:

- Concrete Cylinder Tests..... Each \$ 11.00
- Moisture Density Relationship of Soils ..... Each \$ 110.00
- Sieve Analysis..... Each \$ 55.00

Equipment/Reimbursables:

- Nuclear Density Gauge..... Day \$ 10.00
- Trips (Site Visits and Sample P.U.) ..... Trip \$ 35.00

**Terms and Conditions:**

1. The quoted fees represent standard rates for eight hours of continuous work including travel time between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. Overtime rates would be applicable for Saturday and hours other than those stated above at 1.5 times the standard rate. Premium rates will be applicable for hours worked on Sundays and Holidays at 2.0 times the standard rate.
2. A two-hour minimum, inclusive of travel time and equipment charges, will apply to field services. The four-hour minimum will not apply to material sampling, cylinder collection, or engineering services.
3. Laboratory work that needs immediate attention will be billed at 1.5 times the standard test rate. This applies to work required to be performed on Saturdays or after 5:00 p.m. on weekdays. Work required to be performed on a Sunday or Holiday will be billed at 2.0 times the standard test rate.
4. Unless otherwise stated, local and on-site travel will be invoiced at the applicable personnel rate and \$0.55 per mile, portal-to-portal from TEC facilities. Lodging, subsistence and transportation for out-of-town services are invoiced at cost plus 20%.
5. For first time clients, invoice must be paid in full prior to release of reports. TEC accepts Check, Visa or M/C.
6. The invoice will be based upon the actual work performed and at the quoted rates. Unless otherwise stated, invoices are due 30 days from the invoice date. An administrative fee of 1.5% per month will be added to all delinquent accounts. It is agreed that the client is liable for all costs and expenses of collection, including reasonable attorney's fees, whether or not legal proceedings are instituted. Disputes of invoiced amounts must be submitted in writing within 30 days of invoice date.
7. The TEC fee for depositions, court appearances, expert witness, legal assistance, litigation, preparation, or other legal work is \$150.00 per hour plus expenses.
8. Except for circumstances caused by the willful misconduct of TEC, all claims for damages asserted against TEC by a client or third party, including claims against TEC's directors, officers, shareholders, employees and agents, are limited to the lesser amount of \$25,000 or the total dollar value of this contract.
9. All reports, plans, specifications, computer files, field data, notes and other documents prepared by TEC, as instruments of service shall remain the property of TEC. TEC shall retain all common law, statutory and other reserved rights, including the copyright thereto. The client shall not reuse or make any modifications to reports, plans, specifications, computer files or other documents without the prior written authorization of TEC.

**Testing Engineers & Consultants, Inc.**

Client: Village of Dexter c/o OHM

Date: March 1, 2012

TEC Proposal Number: 010-12-0067

**Terms and Conditions: (cont'd)**

10. In an effort to resolve any conflicts that arise during this project or following the completion of this project, the client and TEC agree that all disputes between them arising out of or relating to this project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

**Please authorize us to proceed by signing in the space provided below or by sending us a purchase order. A signed copy of this proposal or a purchase order must be returned to us before TEC can begin/continue work on your project.**

Issued by TEC:

Accepted by:



William J. West, PE  
Manager, Construction Services

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Firm/FEIN.

\_\_\_\_\_  
Date

WJW/wjw

# Memorandum

**OHM**

Date: March 5, 2012

To: Donna Dettling, Village Manager  
Allison Bishop, Community Development Director  
Kurt Augustine, Streets, DPW

From: Rhett Gronevelt, P.E.  
Patrick Droze, P.E.

Re: Central Street Turning Radius

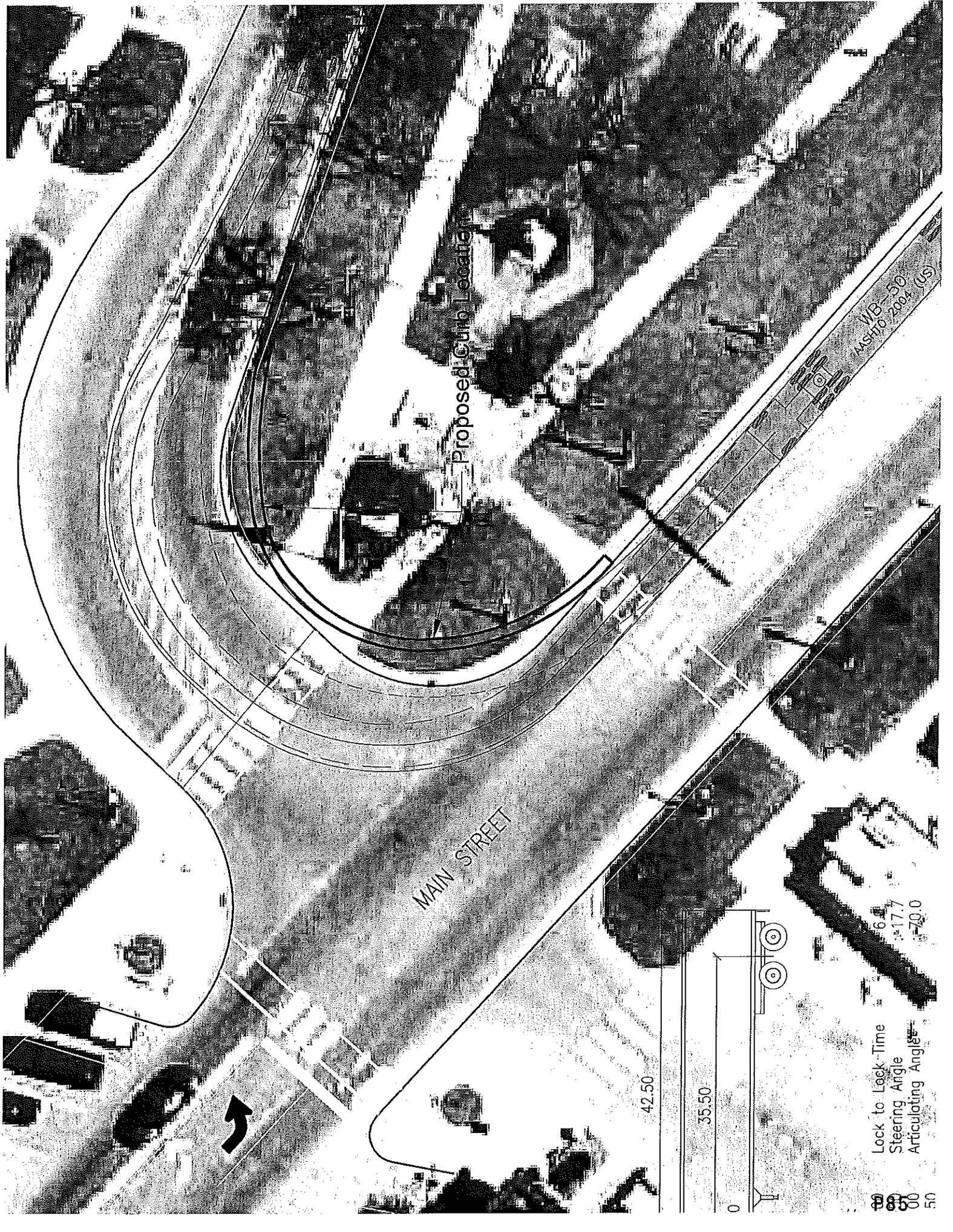
As part of ongoing efforts to improve Main Street, the Village Council requested further analysis into turning movements at Central Street. As you are aware, the current roadway geometry is such that westbound trucks cannot make the turn to northbound Central Street without having tires leave the traveled way. As a result, a majority of trucks within the Village elect to utilize Broad Street as the truck route through town, and it is posted this way. Incidentally, the Broad Street intersection has similar constraints which will be addressed through lane restriping which should provide more area to allow truck turning maneuvers.

## Proposed Condition

The largest expected vehicle to utilize this roadway is a Semi-Trailer with a 50 foot wheel base. This measurement is taken between the front of the tractor and the last tire of the trailer. In order to accommodate the turning movement of this vehicle, approximately 130 feet of curb would require removal along the eastern side of Central Street at Main Street. The reconstructed curb would be placed in a manner that provides larger radii for turning movements. In addition, the width of the roadway at the crosswalk would require widening by approximately 4 feet. The work would also include resetting one light pole and reconstruction of the sidewalk on the east side of the intersection. The landscape and flagpole present in this area can likely remain in place.

## Implications

By completing these improvements, Central Street could be designated as the truck route for vehicles traveling north and south through town. It should be noted that Central Street is designated a Major Collector on the National Functional Classification maps which allows the route to receive federal funding due to the intended elevated importance of the route within the local transportation network. While the improvements could re-establish Central as a functional truck route, it is likely that trucks would continue to utilize Broad Street unless updated signs are placed to change the designation. It is recommend that the Village makes a decision of which route is desired (either Broad Street or Central Street) as the truck route. If the route will remain posted on Broad, there really is not a need to improve the Central St. geometry to accommodate the trucks.



Proposed Curb Location

MAIN STREET

WB-50  
ASHTO 2004 (US)

42.50

35.50

6.0  
17.7  
70.0

Lock to Lock-Time  
Steering Angle  
Articulating Angle

0  
50  
50



**VILLAGE OF DEXTER**

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

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

**MEMO**

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: March 12, 2012**  
**Re: Discussion of Central Street Phase 1 Bid**

Attached is a memo from OHM that provides a bid analysis of the Central Street Bid. OHM developed a final cost estimate just before bidding. A copy of this estimate is included for your review, however that document wasn't provided to the Village until after the bids were received. Prior to this estimate staff was working off of cost estimates ranging from a May 2011 estimate of \$325,000 (Construction only) to a December 2011 estimate of \$444,000 (entire project).

The apparent low bid is from Concord Excavating in the amount of \$552,112, which includes:  
Central Street Construction - \$460,219  
DPW Driveway - \$61,284  
Huron Street - \$30,608

The Budget for this project was set at \$374,000 (Line item 202.451.000.974.001), which presents a financial challenge for completing all or a portion of Phase 1 of Central Street and the two alternative items.

Staff requested that OHM analyze options for reducing costs and they included full closure at a reduction of approximately \$20,000 and elimination of street light lamps and bases at \$31,000. It is also an option to hold off on Huron Street repairs and DPW Driveway. The DPW Driveway must be paid for from General Fund, so completion of this project does not impact the municipal streets fund.

Staff has reviewed this analysis and would like to recommend that we continue with the Central Street and Huron Street Improvements.

The DPW Driveway could be funded using the Facility Reserve Fund which currently has \$240,000. However, staff recommends that a comprehensive discussion of facility needs occur before a decision is made to spend any of the reserves. A list of building deficiencies for 8140 Main are being reviewed and estimates prepared, which will go to the Facility Committee in preparation for a larger discussion with Council.

Summary of Project Financial Information

- Design Services Approved June 27, 2011 - \$28,000
- Additional Design Services Approved September 26, 2011 - \$14,700
- Construction of Central - \$460,219
- Repair of Huron Street - \$30,608
- Construction Engineering/Inspection for Central - \$69,000
- Construction Engineering/Inspection for Huron - \$5,000

Total Project Cost - \$608,000

Due to the project schedule (mid-June to mid-August), the \$374,000 that was budgeted for this project will not be entirely expended in fiscal year 2011-2012. The attached Municipal Streets Fund Breakdown shows the impact of spending approximately \$150,000 towards the project in the current fiscal year and \$458,000 in fiscal year 2012-2013.

Based on the assumptions made on the Municipal Streets Fund Account Activity a balance at the end of FY 2012-13 of \$441,520 would be available for the next Road Improvement Project that could be planned for and constructed in spring 2013.

# Memorandum



**OHM**

Date: March 5, 2012  
To: Donna Dettling, Village Manager  
From: Rhett Gronevelt, P.E.,  
Patrick Droze, P.E.  
Re: Central Street Phase 1 – Bid Analysis

On Friday, February 24, 2012, bids were received for the Central Street Phase 1 project. As you are aware, the low bid amount exceeds the previously budgeted figure. At your request, we have provided additional analysis to help clarify the contract increases and discussion of potential options to reduce the overall cost should Council wish to do so.

## Chronology of project

In 2008, the Village began the process of performing preliminary engineering tasks to assess the Central Street corridor between Main Street and the northern Village limits. As part of this analysis, several alternatives were explored for the 2,400 foot long corridor that included intersection improvements, low impact design, non motorized improvements and enhancements. The work was estimated to cost approximately \$1.9 million dollars. The Village authorized preliminary engineering work to begin on the project at that time.

In May of 2011, the Village began discussions to construct what was known as Phase 1 of the Central Street project which began 75 feet west of Second Street and terminated at the bridge. At that time, the construction was estimated at approximately \$325,000.

In September of 2011, an update was provided on the Phase 1 project that included the addition of sidewalk/retaining wall work, cross walk enhancements, street lighting and the DPW driveway improvements. In addition, the traffic control/staging was discussed and direction was given to maintain a single lane with a temporary traffic signal.

In January of 2012, a 95% completed design was presented to Village Council that included the addition of retaining walls, cross walk enhancements, and the DPW drive improvements which were discussed at the September 2011 meeting. The total construction cost was estimated at \$475,000.00.

As design was finalized, several unknown costs were refined and determined. The scope of lighting was finalized and costs were assumed for the railroad crossing work. These specific costs included a \$20,000 allowance for railroad coordination and approximately \$42,000 increase in the cost estimate for the street lights. The final engineer's opinion of probable cost was completed on January 30, 2012 which estimated a total cost of \$527,000.

Bids were received on February 24, 2012 with an apparent low of \$552,112.05 by Concord Excavating and Grading, Inc.. This bid is approximately 5% above the final Engineer's opinion of probable cost.

Recommendations and Value Engineering Opportunities

The project was set up to include three separate categories for the proposed work. An analysis is provided in Table 1.

Table 1 – Category Analysis

Category	Description	Work Items	Bid Amount	% above estimate	Estimated CE (15%).
1	Central Street	Removal and Construction of Central Street including roadway, drainage, sidewalks and lighting	\$460,219.23	+ 4.75%	\$69,000.00
2	DPW Driveway	Construction of a DPW access driveway between Central and the DPW facility	\$61,284.82	-0.61%	\$9,000.00
3	Huron Street	Repair of a centerline joint along Huron Street with underdrain and new asphalt pavement.	\$30,608.00	+19.61%	\$5,000.00
<b>TOTAL</b>			<b>\$552,112.05</b>	<b>+4.84%</b>	<b>\$83,000.00</b>

We have reviewed the bids received and have found the contractor to be in good standing and capable of performing the work. However, we understand that the Village Council needs to review the budget before the contract can be awarded. At your request, we are providing some possible modifications that could be considered to reduce the overall construction costs. The Divisions 2 & 3 could be removed from the contract, and the reduction would be as listed above. Other possible considerations are listed below

*Two Way Traffic*

As was noted in the September update to Council, there are significant cost implications of utilizing a single lane operation. There are several costs direct and indirect costs associated with this proposed operation. For instance, the use of a temporary traffic signal adds a direct cost of approximately \$15,000. In addition, the two way traffic also increases the duration of the project and the requirement for separate mobilization, which indirectly adds costs to several items such as aggregates, hot mix asphalt and concrete. The extended duration of the project increases the amount of construction inspection. Through discussions with Concord Excavating and Grading, it is believed that a reduction of approximately \$20,000 could be realized by allowing a full closure of the roadway.

*Lighting Improvements*

The lighting improvements represent a preferred, but not mandatory component of the project. We do not recommend removing the lighting in its entirety, but if the Council wishes to delay the installation of lamps, the conduit and service should be installed at a minimum. Elimination of the lamps and bases would reduce the contract by \$31,000.

ENGINEER'S ESTIMATE

Concord Excavating and Grading LLC  
 10600 Homer Rd  
 PO Box 290  
 Commerce, MI 48227  
 Phone: 517-224-8365

Sprague Excavating LLC  
 10960 Grand  
 Detroit, MI 48204

Florence Cement Company  
 2383 23rd St  
 Shelby Twp., MI 48315

E.T. Mackenzie Company  
 600 Jackson Rd  
 Ann Arbor, MI 48103

Pro-Line Asphalt Paving Corp  
 11767 29th Mile Rd  
 Washington Twp., MI 48095

Forsco, Inc.  
 7644 Whitmore Lake Rd  
 Brighton, MI 48116

Item No.	Description	Estimated Quantity	Unit Price	Amount	Concord Excavating and Grading LLC		Sprague Excavating LLC		Florence Cement Company		E.T. Mackenzie Company		Pro-Line Asphalt Paving Corp		Forsco, Inc.	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>CATEGORY 1-Canal/SL Road Reconstruction</b>																
1	Mobilization, Max \$10,000	1 LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Audio Video Route Survey	1 LS	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00	\$6,600.00	\$6,600.00	\$1,022.79	\$1,022.79	\$7,615.54	\$7,615.54	\$2,000.00
3	Allowance for Railroad Work	1 LB	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
4	Tree, Rem. 6 inch to 18 inch	1 EA	\$300.00	\$300.00	\$300.00	\$300.00	\$500.00	\$500.00	\$500.00	\$500.00	\$555.13	\$555.13	\$1,030.90	\$1,030.90	\$500.00	\$500.00
5	Dr Structure, Rem	5 EA	\$300.00	\$1,500.00	\$350.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00
6	Sewer, Rem, Less than 24 inch	172 LF	\$1.00	\$172.00	\$55.00	\$9,460.00	\$55.00	\$9,460.00	\$55.00	\$9,460.00	\$55.00	\$9,460.00	\$55.00	\$9,460.00	\$55.00	\$9,460.00
7	Curb and Gutter, Rem	564 LF	\$5.00	\$2,820.00	\$9.00	\$5,076.00	\$9.00	\$5,076.00	\$9.00	\$5,076.00	\$9.00	\$5,076.00	\$9.00	\$5,076.00	\$9.00	\$5,076.00
8	Sidewalk, Rem	293 Syd	\$2.01	\$588.93	\$6.00	\$1,758.00	\$4.00	\$1,172.00	\$4.00	\$1,172.00	\$4.00	\$1,172.00	\$4.00	\$1,172.00	\$4.00	\$1,172.00
9	Pave, Rem, Modified	2841 Syd	\$3.00	\$8,522.00	\$8.00	\$22,728.00	\$4.00	\$11,364.00	\$4.00	\$11,364.00	\$4.00	\$11,364.00	\$4.00	\$11,364.00	\$4.00	\$11,364.00
10	Sly, Rem	6 EA	\$200.00	\$1,200.00	\$25.00	\$150.00	\$10.00	\$60.00	\$10.00	\$60.00	\$10.00	\$60.00	\$10.00	\$60.00	\$10.00	\$60.00
11	Granular Material, C19	332 Syd	\$20.00	\$6,640.00	\$11.50	\$3,818.00	\$11.50	\$3,818.00	\$11.50	\$3,818.00	\$11.50	\$3,818.00	\$11.50	\$3,818.00	\$11.50	\$3,818.00
12	Slack Grading	779A	\$1,000.00	\$779.00	\$2,500.00	\$1,950.00	\$2,500.00	\$1,950.00	\$2,500.00	\$1,950.00	\$2,500.00	\$1,950.00	\$2,500.00	\$1,950.00	\$2,500.00	\$1,950.00
13	Subgrade Undercut and Refill, 1 inch x 3 inch	100 Cyd	\$20.00	\$2,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00
14	Subgrade Undercut and Refill, 21AA	100 Cyd	\$15.00	\$1,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00
15	Excavatory Excavation	6 EA	\$500.00	\$3,000.00	\$100.00	\$600.00	\$700.00	\$4,200.00	\$700.00	\$4,200.00	\$700.00	\$4,200.00	\$700.00	\$4,200.00	\$700.00	\$4,200.00
16	Excavation Canal, Inlet Protection, Geotextile and Stone	5 EA	\$155.00	\$775.00	\$180.00	\$900.00	\$125.00	\$625.00	\$125.00	\$625.00	\$125.00	\$625.00	\$125.00	\$625.00	\$125.00	\$625.00
17	Excavation Canal, 60' Face	100 LF	\$12.00	\$1,200.00	\$11.50	\$1,150.00	\$11.50	\$1,150.00	\$11.50	\$1,150.00	\$11.50	\$1,150.00	\$11.50	\$1,150.00	\$11.50	\$1,150.00
18	Aggregate Base, 4 inch, Modified	581 Syd	\$6.00	\$3,486.00	\$5.00	\$2,905.00	\$6.50	\$3,776.50	\$6.50	\$3,776.50	\$6.50	\$3,776.50	\$6.50	\$3,776.50	\$6.50	\$3,776.50
19	Aggregate Base, 10 inch, Modified	2562 Syd	\$9.00	\$23,058.00	\$9.11	\$23,339.82	\$9.00	\$23,058.00	\$10.00	\$25,620.00	\$9.32	\$23,877.64	\$9.01	\$22,897.42	\$9.00	\$22,800.00
20	Maintenance Aggregate, 21AA	200 Ton	\$20.00	\$4,000.00	\$18.77	\$3,754.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$11.75	\$2,350.00	\$27.31	\$4,422.00	\$6.00	\$1,200.00
21	Sever, C19, 12 inch, Tr D= B	192 LF	\$40.00	\$7,680.00	\$32.00	\$6,144.00	\$30.00	\$5,760.00	\$30.00	\$5,760.00	\$30.00	\$5,760.00	\$30.00	\$5,760.00	\$30.00	\$5,760.00
22	Sever, C19, 18 inch, Tr D= B	159 LF	\$50.00	\$7,950.00	\$45.00	\$7,155.00	\$40.00	\$6,360.00	\$40.00	\$6,360.00	\$40.00	\$6,360.00	\$40.00	\$6,360.00	\$40.00	\$6,360.00
23	Dr Structure Cover, Type B	1 EA	\$400.00	\$400.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
24	Dr Structure Cover, Type D	6 EA	\$400.00	\$2,400.00	\$450.00	\$2,700.00	\$450.00	\$2,700.00	\$450.00	\$2,700.00	\$450.00	\$2,700.00	\$450.00	\$2,700.00	\$450.00	\$2,700.00
25	Dr Structure Cover, Type E	5 EA	\$400.00	\$2,000.00	\$225.00	\$900.00	\$125.00	\$500.00	\$125.00	\$500.00	\$125.00	\$500.00	\$125.00	\$500.00	\$125.00	\$500.00
26	Dr Structure, 24 inch dia	3 EA	\$600.00	\$1,800.00	\$1,300.00	\$3,900.00	\$800.00	\$2,400.00	\$500.00	\$1,500.00	\$1,025.40	\$3,076.20	\$767.87	\$2,281.61	\$1,100.00	\$3,300.00
27	Dr Structure, 48 inch dia	6 EA	\$1,900.00	\$11,400.00	\$1,750.00	\$10,500.00	\$1,800.00	\$10,800.00	\$1,200.00	\$7,200.00	\$1,210.17	\$7,261.02	\$1,211.08	\$7,266.48	\$1,200.00	\$7,200.00
28	Dr Structure, 60 inch dia	2 EA	\$1,900.00	\$3,800.00	\$2,200.00	\$4,400.00	\$1,800.00	\$3,600.00	\$1,800.00	\$3,600.00	\$2,513.42	\$5,026.84	\$2,513.43	\$5,026.86	\$1,900.00	\$3,800.00
29	Utility Structure, Adj, Add Depth	18 LF	\$250.00	\$4,500.00	\$400.00	\$7,200.00	\$300.00	\$7,500.00	\$300.00	\$7,500.00	\$300.00	\$7,500.00	\$300.00	\$7,500.00	\$300.00	\$7,500.00
30	Stormwater Treatment Structure	1 EA	\$26,000.00	\$26,000.00	\$37,500.00	\$37,500.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,281.28	\$40,281.28	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
31	Dr Structure, Frame and Cover Adj	6 EA	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$500.00	\$3,000.00
32	Utility Structure, Adj, Case 1	5 EA	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$700.00	\$3,500.00	\$700.00	\$3,500.00	\$1,100.00	\$5,500.00	\$1,256.02	\$6,280.10	\$900.00	\$4,500.00
33	Underdrain, Subgrade, 6 inch	1200 LF	\$10.00	\$12,000.00	\$10.00	\$12,000.00	\$10.00	\$12,000.00	\$10.00	\$12,000.00	\$10.00	\$12,000.00	\$10.00	\$12,000.00	\$10.00	\$12,000.00
34	Cook Using HMA Surface	88 Syd	\$3.00	\$2,640.00	\$17.00	\$1,496.00	\$16.00	\$1,408.00	\$9.00	\$792.00	\$17.00	\$1,496.00	\$16.00	\$1,408.00	\$16.00	\$1,408.00
35	HMA, 3C	642 Ton	\$62.00	\$39,804.00	\$66.00	\$42,372.00	\$74.00	\$47,488.00	\$66.00	\$41,592.00	\$66.00	\$41,592.00	\$66.00	\$41,592.00	\$66.00	\$41,592.00
36	HMA, 3C	310 Ton	\$62.00	\$19,260.00	\$68.00	\$21,156.00	\$76.00	\$23,680.00	\$68.00	\$21,156.00	\$68.00	\$21,156.00	\$68.00	\$21,156.00	\$68.00	\$21,156.00
37	HMA, 13A	319 Ton	\$62.00	\$19,778.00	\$68.00	\$21,724.00	\$76.00	\$23,576.00	\$68.00	\$21,724.00	\$68.00	\$21,724.00	\$68.00	\$21,724.00	\$68.00	\$21,724.00
38	HMA Approach	48 Ton	\$100.00	\$4,800.00	\$65.00	\$3,120.00	\$102.00	\$4,896.00	\$115.00	\$5,580.00	\$115.00	\$5,580.00	\$115.00	\$5,580.00	\$115.00	\$5,580.00
39	Comp Pave, Nonsew, 6 inch	629 Syd	\$33.00	\$20,757.00	\$27.41	\$17,239.89	\$23.00	\$14,462.00	\$23.00	\$14,462.00	\$23.00	\$14,462.00	\$23.00	\$14,462.00	\$23.00	\$14,462.00
40	Comp Pave, Nonsew, 6 inch	159 Syd	\$33.00	\$5,247.00	\$27.41	\$4,364.89	\$23.00	\$3,687.00	\$23.00	\$3,687.00	\$23.00	\$3,687.00	\$23.00	\$3,687.00	\$23.00	\$3,687.00
41	Curb and Gutter, Comp, D=1 F4, Modified	1348 LF	\$13.00	\$17,526.00	\$16.78	\$22,568.88	\$17.00	\$22,884.00	\$13.00	\$17,171.00	\$13.99	\$18,830.54	\$15.46	\$20,696.16	\$13.50	\$18,171.00
42	Detachable Wearing Surface	80 LF	\$11.00	\$880.00	\$11.00	\$900.00	\$11.00	\$900.00	\$11.00	\$900.00	\$11.00	\$900.00	\$11.00	\$900.00	\$11.00	\$900.00
43	Reinforc, Comp, 4 inch	4620 Syd	\$3.00	\$13,860.00	\$2.24	\$10,348.80	\$2.50	\$11,550.00	\$3.00	\$13,860.00	\$3.32	\$16,262.40	\$2.76	\$12,702.00	\$2.40	\$11,088.00
44	Sidewalk, Comp, 6 inch	425 LF	\$11.00	\$4,675.00	\$10.00	\$4,250.00	\$10.00	\$4,250.00	\$10.00	\$4,250.00	\$10.00	\$4,250.00	\$10.00	\$4,250.00	\$10.00	\$4,250.00
45	Comp Pave, Decorative, Nonsew, 6 inch	230 LF	\$12.00	\$2,760.00	\$11.41	\$2,624.22	\$12.00	\$2,760.00	\$11.00	\$2,430.00	\$11.37	\$2,615.10	\$11.00	\$2,640.00	\$11.00	\$2,640.00
46	Landscape Block Retaining Wall	80 LF	\$125.00	\$10,000.00	\$153.12	\$12,249.60	\$55.00	\$4,400.00	\$50.00	\$4,000.00	\$118.03	\$9,442.40	\$65.51	\$5,240.80	\$50.00	\$4,000.00
47	Manhole, Retosita	6 EA	\$500.00	\$3,000.00	\$59.00	\$354.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$68.82	\$411.12	\$114.55	\$687.30	\$120.00	\$720.00
48	Post Wood, 4 inch by 6 inch	30 LF	\$13.00	\$390.00	\$16.00	\$480.00	\$16.00	\$480.00	\$16.00	\$480.00	\$16.00	\$480.00	\$16.00	\$480.00	\$16.00	\$480.00
49	Sign, Type HMA	45 EA	\$20.00	\$900.00	\$14.00	\$630.00	\$13.00	\$585.00	\$13.00	\$585.00	\$13.00	\$585.00	\$13.00	\$585.00	\$13.00	\$585.00
50	Sign, Type H1B	100 LF	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00
51	Post, Steel Perforated Square with Anchor	14 EA	\$30.00	\$420.00	\$65.00	\$910.00	\$107.00	\$1,498.00	\$105.00	\$1,470.00	\$109.03	\$1,526.42	\$120.27	\$1,683.78	\$71.50	\$1,061.00
52	Pave Mfg, Only Cold Plastic, 6 inch, Stop Bar	100 LF	\$1.00	\$100.00	\$2.65	\$265.00	\$3.00	\$300.00	\$2.65	\$265.00	\$3.00	\$300.00	\$3.00	\$300.00	\$2.65	\$265.00
53	Pave Mfg, Only Cold Plastic, 24 inch, Stop Bar	120 LF	\$2.00	\$240.00	\$10.50	\$1,260.00	\$11.00	\$1,320.00	\$10.50	\$1,260.00	\$10.50	\$1,260.00	\$10.50	\$1,260.00	\$10.50	\$1,260.00
5																



# OPINION OF PROBABLE CONSTRUCTION COST

## ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road, Livonia, Michigan, 48150

Telephone: (734) 522-6711 FAX: (734) 466-4557

PROJECT: Central Street Reconstruction Second to Mast Road Bridge  
 LOCATION: Dexter, MI  
 WORK: Road Reconstruction and Storm Sewer Replacement  
90% Plans and Specs

DATE: January 30, 2012  
 PROJECT #: 130090021  
 ESTIMATOR: Jessica H  
 CHECKED BY: Rhett G.  
 CURRENT ENR: Rich H

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
6020104	Conc Pavt, Nonreinf, 8 inch	Syd	159	\$ 36.00	\$ 5,724.00
8027001	Curb and Gutter, Conc, Det F4, Modified	Ft	1346	\$ 13.00	\$ 17,498.00
8030010	Detectable Warning Surface	Ft	80	\$ 10.00	\$ 800.00
8030044	Sidewalk, Conc, 4 inch	Sft	4620	\$ 3.00	\$ 13,860.00
8030046	Sidewalk, Conc, 6 inch	Sft	455	\$ 4.00	\$ 1,820.00
8037010	Conc Pavt, Decorative, Nonreinf, 8 inch	Sft	320	\$ 12.00	\$ 3,840.00
8047001	Landscape Block Retaining Wall	Ft	80	\$ 125.00	\$ 10,000.00
8077050	Mailbox, Relocate	Ea	6	\$ 500.00	\$ 3,000.00
8100380	Post, Wood, 4 inch by 6 inch	Ft	30	\$ 13.00	\$ 390.00
8100404	Sign, Type IIIA	Sft	45	\$ 20.00	\$ 900.00
8100405	Sign, Type IIIB	Sft	75	\$ 20.00	\$ 1,500.00
8107050	Post, Steel Perforated Square with Anchor	Ea	14	\$ 30.00	\$ 420.00
8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	Ft	100	\$ 1.00	\$ 100.00
8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	Ft	120	\$ 2.00	\$ 240.00
8110056	Pavt Mrkg, Ovly Cold Plastic, Bike	Ea	2	\$ 250.00	\$ 500.00
8110060	Pavt Mrkg, Ovly Cold Plastic, Directional Arrow Sym	Ea	2	\$ 250.00	\$ 500.00
8110069	Pavt Mrkg, Ovly Cold Plastic, Railroad Sym	Ea	2	\$ 120.00	\$ 240.00
8110091	Pavt Mrkg, Polyurea, 4 inch, White	Ft	2200	\$ 0.75	\$ 1,650.00
8110092	Pavt Mrkg, Polyurea, 4 inch, Yellow	Ft	1200	\$ 0.75	\$ 900.00
8120270	PTS System, Portable, Temp, Furn	Ea	1	\$ 2,000.00	\$ 2,000.00
8120271	PTS System, Portable, Temp, Oper	Ea	1	\$ 12,000.00	\$ 12,000.00
8127051	Temporary Traffic Maintenance and Control	LS	1	\$ 5,000.00	\$ 5,000.00
8167011	Restoration, Sod	Syd	1324	\$ 5.00	\$ 6,620.00
8190146	Conduit, Schedule 40, 1 1/2 inch	Ft	965	\$ 4.00	\$ 3,860.00
8190147	Conduit, Schedule 40, 2 inch	Ft	20	\$ 4.50	\$ 90.00
8190212	DB Cable, in Conduit, 600V, 1/C#8	Ft	2230	\$ 1.50	\$ 3,345.00
8190239	Cable, Equipment Grounding Wire, 1/C#12	Ft	1075	\$ 1.00	\$ 1,075.00
8190261	Hh, Square	Ea	2	\$ 600.00	\$ 1,200.00
8190601	Conduit, Directional Bore, 1, 1 1/2 inch	Ft	90	\$ 40.00	\$ 3,600.00
8197050	Light Standard, Decorative Luminaire, Modified	Ea	8	\$ 5,000.00	\$ 40,000.00
8200116	Power Co. (Est. Cost to Contractor)	Dlr	1	\$ 500.00	\$ 500.00
8207050	Light Std Fdn, Modified	Ea	8	\$ 600.00	\$ 4,800.00
8207050	Metered Service, Modified	Ea	1	\$ 750.00	\$ 750.00
8237050	Water Main, Conflict, 8 inch	Ea	3	\$ 500.00	\$ 1,500.00



# OPINION OF PROBABLE CONSTRUCTION COST

## ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road, Livonia, Michigan, 48150

Telephone: (734) 522-6711 FAX: (734) 466-4557

PROJECT: Central Street Reconstruction Second to Mast Road Bridge  
 LOCATION: Dexter, MI  
 WORK: Road Reconstruction and Storm Sewer Replacement  
90% Plans and Specs

DATE: January 30, 2012  
 PROJECT #: 130090021  
 ESTIMATOR: Jessica H  
 CHECKED BY: Rhett G.  
 CURRENT ENR: Rich H

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
<b>CATEGORY 1 -Central Street Road Reconstruction</b>					
1500001	Mobilization, Max.	LS	1	\$ 10,000.00	\$ 10,000.00
1507051	Audio Video Route Survey	LS	1	\$ 3,000.00	\$ 3,000.00
1507060	Allowance for Railroad Work	Dlr	1	\$ 20,000.00	\$ 20,000.00
2020004	Tree, Rem, 6 inch to 18 inch	Ea	1	\$ 300.00	\$ 300.00
2030011	Dr Structure, Rem	Ea	5	\$ 300.00	\$ 1,500.00
2030015	Sewer, Rem, Less than 24 inch	Ft	172	\$ 7.00	\$ 1,204.00
2040020	Curb and Gutter, Rem	Ft	664	\$ 5.00	\$ 3,320.00
2040055	Sidewalk, Rem	Syd	298	\$ 2.00	\$ 596.00
2047011	Pavt, Rem, Modified	Syd	2941	\$ 3.00	\$ 8,823.00
2047050	Sign, Rem	Ea	6	\$ 200.00	\$ 1,200.00
2050023	Granular Material, CI II	Cyd	332	\$ 20.00	\$ 6,640.00
2057002	Station Grading	Sta	7	\$ 1,000.00	\$ 7,000.00
2057021	Subgrade Undercut and Refill, 1 inch x 3 inch	Cyd	100	\$ 20.00	\$ 2,000.00
2057021	Subgrade Undercut and Refill, 21AA	Cyd	100	\$ 15.00	\$ 1,500.00
2057050	Exploratory Excavation	Ea	5	\$ 500.00	\$ 2,500.00
2080022	Erosion Control, Inlet Protection, Geotextile and Stone	Ea	15	\$ 155.00	\$ 2,325.00
2080036	Erosion Control, Silt Fence	Ft	1000	\$ 12.00	\$ 12,000.00
3027011	Aggregate Base, 6 inch, Modified	Syd	581	\$ 6.00	\$ 3,486.00
3027011	Aggregate Base, 10 inch, Modified	Syd	2562	\$ 9.00	\$ 23,058.00
3067031	Maintenance Aggregate, 21AA	Ton	200	\$ 20.00	\$ 4,000.00
4020600	Sewer, CI E, 12 inch, Tr Det B	Ft	198	\$ 40.00	\$ 7,920.00
4020602	Sewer, CI E, 18 inch, Tr Det B	Ft	108	\$ 50.00	\$ 5,400.00
4030010	Dr Structure Cover, Type B	Ea	1	\$ 400.00	\$ 400.00
4030025	Dr Structure Cover, Type D	Ea	6	\$ 400.00	\$ 2,400.00
4030035	Dr Structure Cover, Type E	Ea	5	\$ 400.00	\$ 2,000.00
4030200	Dr Structure, 24 inch dia	Ea	3	\$ 800.00	\$ 2,400.00
4030210	Dr Structure, 48 inch dia	Ea	6	\$ 1,200.00	\$ 7,200.00
4030220	Dr Structure, 60 inch dia	Ea	2	\$ 1,500.00	\$ 3,000.00
4037001	Utility Structure, Adj, Add Depth	Ft	15	\$ 250.00	\$ 3,750.00
4037050	Stormwater Treatment Structure	Ea	1	\$ 25,000.00	\$ 25,000.00
4037050	Dr Structure, Frame and Cover Adj	Ea	5	\$ 500.00	\$ 2,500.00
4037050	Utility Structure, Adj, Case 1	Ea	5	\$ 500.00	\$ 2,500.00
4040073	Underdrain, Subgrade, 6 inch	Ft	1200	\$ 10.00	\$ 12,000.00
5010002	Cold Milling HMA Surface	Syd	88	\$ 3.00	\$ 264.00
5010030	HMA, 2C	Ton	542	\$ 62.00	\$ 33,604.00
5010031	HMA, 3C	Ton	310	\$ 62.00	\$ 19,220.00
5010033	HMA, 13A	Ton	319	\$ 62.00	\$ 19,778.00
5010061	HMA Approach	Ton	46	\$ 100.00	\$ 4,600.00
6020100	Conc Pavt, Nonreinf, 6 inch	Syd	629	\$ 33.00	\$ 20,757.00



# OPINION OF PROBABLE CONSTRUCTION COST

**ORCHARD, HILTZ & McCLIMENT, INC.**

34000 Plymouth Road, Livonia, Michigan, 48150

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PROJECT: Central Street Reconstruction Second to Mast Road Bridge  
 LOCATION: Dexter, Mi  
 WORK: Road Reconstruction and Storm Sewer Replacement  
90% Plans and Specs

DATE: January 30, 2012  
 PROJECT #: 130090021  
 ESTIMATOR: Jessica H  
 CHECKED BY: Rhett G.  
 CURRENT ENR: Rich H

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
<b>CATEGORY 2 -DPW Driveway</b>					
2047011	Pavt, Rem, Modified	Syd	14	\$ 3.00	\$ 42.00
2057002	Station Grading	Sta	6	\$ 1,000.00	\$ 6,000.00
3027011	Aggregate Base, 6 inch, Modified	Syd	17	\$ 6.00	\$ 102.00
3027011	Aggregate Base, 10 inch, Modified	Syd	1112	\$ 9.00	\$ 10,008.00
3070128	Shoulder, CI II, 6 inch	Syd	240	\$ 6.00	\$ 1,440.00
4010012	Culv End Sect, 12 inch	Ea	1	\$ 150.00	\$ 150.00
4020600	Sewer, CI E, 12 inch, Tr Det B	Ft	238	\$ 40.00	\$ 9,520.00
4030010	Dr Structure Cover, Type B	Ea	1	\$ 400.00	\$ 400.00
4030035	Dr Structure Cover, Type E	Ea	1	\$ 400.00	\$ 400.00
4030200	Dr Structure, 24 inch dia	Ea	1	\$ 800.00	\$ 800.00
4030210	Dr Structure, 48 inch dia	Ea	1	\$ 1,200.00	\$ 1,200.00
4037050	Utility Structure, Adj, Case 1	Ea	1	\$ 500.00	\$ 500.00
5010030	HMA, 2C	Ton	220	\$ 62.00	\$ 13,640.00
5010031	HMA, 3C	Ton	130	\$ 62.00	\$ 8,060.00
5010033	HMA, 13A	Ton	130	\$ 62.00	\$ 8,060.00
5010061	HMA Approach	Ton	5	\$ 100.00	\$ 500.00
8167011	Restoration, Seed	Syd	280	\$ 3.00	\$ 840.00
<b>CATEGORY 3 -Huron St. 6' HMA Pavement</b>					
2047011	Pavt, Rem, Modified	Syd	550	\$ 3.00	\$ 1,650.00
3027011	Aggregate Base, 8 inch, Modified	Syd	550	\$ 8.00	\$ 4,400.00
4037050	Utility Structure, Adj, Case 1	Ea	2	\$ 500.00	\$ 1,000.00
4040073	Underdrain, Subgrade, 6 inch	Ft	800	\$ 10.00	\$ 8,000.00
5010030	HMA, 2C	Ton	110	\$ 62.00	\$ 6,820.00
5010033	HMA, 13A	Ton	60	\$ 62.00	\$ 3,720.00
<b>SUBTOTAL FOR CATEGORY 1 -Central Street Road Reconstruction</b>					<b>\$ 439,400.00</b>
<b>SUBTOTAL FOR CATEGORY 2 -DPW Driveway</b>					<b>\$ 61,700.00</b>
<b>SUBTOTAL FOR CATEGORY 3 -Huron St. 6' HMA Pavement</b>					<b>\$ 25,600.00</b>
<b>TOTAL OPINION OF PROBABLE CONSTRUCTION COST =</b>					<b>\$ 527,000.00</b>

## Municipal Streets Fund Account Activity

Fund Balance at the end of 2010-2011	\$623,521	
Revenue Expected Millage 2011-2012	\$526,100	Budget
Revenue Major/Local Streets Act 51/Interest	\$225,000	Budget
Expense Local Streets Operating 2011-2012	(\$220,100)	Budget
Expense Major Streets Operating 2011-2012	(\$222,900)	Budget
Expense Municipal Streets Admin 2011-2012	(\$40,300)	Budget
Expense Main Street	(\$334,000)	Budget
Expense Central	(\$150,000)	Budget ←
 Use of Major Streets Fund Balance that must be used for a Major Street project (reimbursement of advance construct money from 2008 Dexter Ann-Arbor Project)	 \$203,266	 Actual
 Total Estimated Streets Fund Balance at the end of 2011-2012	 \$610,587	 Estimate
Revenue Expected Millage 2012-2013	\$526,033	Estimate
Revenue Major/Local Streets Act 51/Interest	\$225,000	Estimate
Expense Central Continued	(\$458,000)	Estimate ←
Expense Local Streets Operating 2012-2013	(\$188,200)	Estimate
Expense Major Streets Operating 2012-2013	(\$233,600)	Estimate
Expense Municipal Streets Admin 2012-2013	(\$40,300)	Estimate
 Expected Fund Balance at the end of 2012-2013	 * \$441,520	 Estimate
Revenue Expected Millage 2013-2014	\$526,033	Estimate
Revenue Major/Local Streets Act 51/Interest	\$225,000	Estimate
Expense Local Streets Operating 2013-2014	(\$188,200)	Estimate
Expense Major Streets Operating 2013-2014	(\$233,600)	Estimate
Expense Municipal Streets Admin 2013-2014	(\$40,300)	Estimate
 Expected Fund Balance at the end of 2013-2014	 \$730,453	 Estimate
Revenue Expected Millage 2014-2015	\$526,033	Estimate
Revenue Major/Local Streets Act 51/Interest	\$225,000	Estimate
Expense Local Streets Operating 2014-2015	(\$188,200)	Estimate
Expense Major Streets Operating 2014-2015	(\$233,600)	Estimate
Expense Municipal Streets Admin 2014-2015	(\$40,300)	Estimate
 Expected Fund Balance at the end of 2014-2015	 \$1,019,386	 Estimate



**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: March 5, 2012**  
**Re: Sludge Contract with BioTech Agronomics, Inc.**

As part of our Wastewater Treatment Plant process we are required to have the sludge that is created hauled from the plant periodically. As Council is aware, our 2012 SRF project that is currently in the design phase is a project to improve our processing of sludge. One benefit to this project is the reduction of the amount of sludge that will need to be hauled. The attached spreadsheet shows the amount of sludge that has been hauled over the current and past fiscal year.

Currently the Village is under a five year contract with Synagro which expires on March 31, 2012. Synagro had offered to extend our contract for three years, with a reduction in the per gallon price from \$0.0384 to \$0.0372 and remove the stipulation in the current contract which allows the price to escalate yearly in accordance with any increase in the Consumer Price Index. The new contract proposal also changed the fuel surcharge to start at \$3.00 per gallon of diesel instead of \$2.20. When reviewing this contract extension proposal with President Keough, he suggested that we find at least one other quote to determine whether this was a fair price. There is currently one other company that performs this type of work (including testing and associated paperwork), BioTech Agronomics.

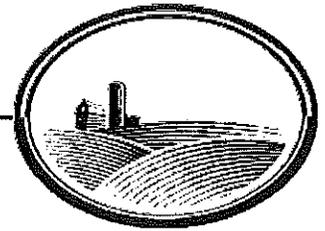
Village Staff met with BioTech on Tuesday, February 28 to determine whether BioTech was a viable candidate to perform the work. After the meeting, staff requested that BioTech and Synagro submit proposals to the Village Office by Monday, March 5 at noon.

Proposals from both companies were received on time. Synagro modified their proposal to hold their 2012 price for three years (\$0.0384) and changed the fuel surcharge to start at \$3.40. BioTech's quote was for \$0.0342 per gallon for five years with a fuel surcharge starting at \$3.99 per gallon. The attached spreadsheet shows that (using previous sludge hauling quantities) this equates to a \$15,000 savings.

The sludge hauling process goes as follows: Synagro visits the plant several weeks prior to a haul to collect samples that are tested to ensure that the sludge can be land applied. Synagro then comes to the plant, attaches a hose to the digesters and removes the sludge. The sludge is transported to a farm field and land applied. Andrea Dorney goes with Synagro to the field to oversee the application. Synagro then completes reports that are required to be kept on file. Synagro is also responsible for obtaining the contracts with the farmers to use their land. Farmers are only allowed to receive sludge from one municipality. We currently use farmers in Manchester Township and Grass Lake. The sludge hauling process would be the same with either company.

Staff is recommending that Council approve the five year contract with BioTech. Staff is confident that BioTech can perform the work that the contract requires and feels that it is in the best interest of the Village to lock in the quoted prices for five years. This could be especially useful given the uncertainty in the increasing price of fuel.

Actual Invoices - Synagro							
	Per Gallon Charge	Gallons	Total	Testing	Fuel Surcharge Percentage	Fuel Surcharge Cost	Total Invoice
10/4/2010				\$744.52			\$744.52
11/4/2010	\$0.0378	418,000	\$15,800.40		8%	\$1,264.03	\$17,064.43
4/27/2011				\$744.52			\$744.52
1/6/2011	\$0.0378	77,000	\$2,910.60		11%	\$320.17	\$3,230.77
6/2/2011				\$757.10			\$757.10
7/7/2011	\$0.0384	308,000	\$11,827.20		17%	\$2,010.62	\$13,837.82
8/3/2011				\$757.10			\$757.10
9/7/2011	\$0.0384	605,000	\$23,232.00		16%	\$3,717.12	\$26,949.12
11/2/2011				\$757.10			\$757.10
12/13/2011	\$0.0384	247,000	\$9,484.80		17%	\$1,612.42	\$11,097.22
							\$75,939.70
New Contract - BioTech							
	Per Gallon Charge	Gallons	Total	Testing	Fuel Surcharge Percentage	Fuel Surcharge Cost	Total Invoice
10/4/2010				\$758.00			\$758.00
11/4/2010	\$0.0342	418,000	\$14,295.60		0%	\$0.00	\$14,295.60
4/27/2011				\$758.00			\$758.00
1/6/2011	\$0.0342	77,000	\$2,633.40		0%	\$0.00	\$2,633.40
6/2/2011				\$758.00			\$758.00
7/7/2011	\$0.0342	308,000	\$10,533.60		0%	\$0.00	\$10,533.60
8/3/2011				\$758.00			\$758.00
9/7/2011	\$0.0342	605,000	\$20,691.00		0%	\$0.00	\$20,691.00
11/2/2011				\$758.00			\$758.00
12/13/2011	\$0.0342	247,000	\$8,447.40		0%	\$0.00	\$8,447.40
							\$60,391.00
						Savings	\$15,548.70
Surcharge Calculation - Diesel at \$3.84 per gallon in December 2011							
Old - Synagro		New - BioTech					
2.2-2.299	1.0%	3.99-4.14	1.0%				
2.3-2.399	2.0%	4.15-4.3	2.0%				
2.4-2.499	3.0%	4.31-4.46	3.0%				
2.5-2.599	4.0%						
2.6-2.699	5.0%						
2.7-2.799	6.0%						
2.8-2.899	7.0%						
2.9-2.999	8.0%						
3-3.099	9.0%						
3.1-3.199	10.0%						
3.2-3.299	11.0%						
3.3-3.399	12.0%						
3.4-3.499	13.0%						
3.5-3.599	14.0%						
3.6-3.699	15.0%						
3.7-3.799	16.0%						
3.8-3.899	17.0%						
3.9-4.099	18.0%						
4.1-4.199	19.0%						



Residual Management Company  
1651 Beulah Highway • Beulah • Michigan • 49617

February 29, 2012

## **PROPOSAL FOR REMOVAL AND LAND APPLICATION OF BIOSOLIDS FROM THE VILLAGE OF DEXTER WASTEWATER TREATMENT FACILITIES**

### **Proposal**

BIOTECH AGRONOMICS, INC. is pleased to present the following proposal to the Village of Dexter, Michigan Wastewater Treatment Facilities (Owners) to define the proposed work associated with removal and land application of Biosolids.

### **Biosolids Loading and Transport**

BIOTECH AGRONOMICS, INC. will furnish the necessary labor and equipment to efficiently and safely provide Biosolids Management services per request from the Village of Dexter, Michigan. BIOTECH AGRONOMICS, INC. will mix and load Biosolids into transport vehicles, transport the Biosolids to MDNRE approved application sites, and finally to land apply the Biosolids to suitable farmland sites. All work performed under Michigan Part 24, Federal 503 and local regulations.

### **Land Application of Biosolids**

BIOTECH AGRONOMICS, INC. will provide the labor and equipment to properly apply the Biosolids to suitable application sites at agronomic rates in accordance with Michigan State University recommendations and applicable federal, state and local regulations. The Biosolids will be subsurface injected or surface applied according to the Village of Dexter WWT Plants approved Residuals Management Plans using sewage sludge applicators equipped with a pressure/vacuum application system.

### **Determination of Quantity Removed**

BIOTECH AGRONOMICS, INC. shall provide the Owner / plant superintendent a duplicate copy of load sheets, which detail the following items:

- Date of removal
- Time the applicator loaded in the field
- Applicator identification number
- Operator name
- Gallons of Biosolids on the applicator
- Farmer name and approved field identification number and the number of acres acceptable for use in the field
- Number of acres accepting Biosolids

One copy of the load sheet(s) will stay with the Owner's plant manager and the other will remain with BIOTECH AGRONOMICS, INC. The quantity of Biosolids loaded on and transported by the vehicle will be recorded as the certified capacity of the vehicle. All billed quantities will be invoiced by the gallon capacity of each vehicle transporting the material.

### **Agronomic Services**

BIOTECH AGRONOMICS, INC. will provide agronomic management services that include the location of suitable farmland application sites. Application sites will meet the requirements for land application in accordance with applicable federal, state and local regulations for the use and disposal of Biosolids. Proposed farmland application sites shall be properly documented in accordance with MDNR and Part 24 requirements. Records at a minimum shall include the following:

- Landowner agreement and permission form
- Soil analyses
- MDNRE site I.D. information
- Plat maps indicating location and ownership of property
- SCS or equivalent soil survey map indicating soil types, slope and drainage class
- Relative sludge analyses, soil analyses or cropping information
- Proof of notification to local governing bodies as per MDNR requirements

### **Regulatory Reports**

BIOTECH AGRONOMICS, INC. shall complete all required federal or state reports applicable to the Biosolids land application program including yearend requirements. These records shall be maintained by BIOTECH AGRONOMICS, INC. as required by federal, state and local regulations and shall be provided to the Owner.

### **Laboratory Analyses and Permits**

BIOTECH AGRONOMICS, INC. will be provided a MDNR approved Residuals Management Plan (RMP) by the facility. BIOTECH AGRONOMICS, INC. will provide laboratory analyses for total metals and nutrients including fecal coliform as needed on the Biosolids samples prior to removal from the facility. BIOTECH AGRONOMICS, INC. will be responsible for all routine soil fertility analyses associated with land application of the Owner's Biosolids during the term of this Agreement. BIOTECH AGRONOMICS, INC. shall not be responsible for any additional analytical testing that federal, state or local regulatory agencies may require.

### **Health and Safety**

BIOTECH AGRONOMICS, INC. shall comply with the federal, state and local laws and regulations and take any needed actions to protect the life and health of employees on the job and the safety of the public and to protect property during the performance of the Agreement.

### **Insurance**

BIOTECH AGRONOMICS, INC. shall provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

- a) Workers Compensation Insurance in compliance with the statutes of the State of Michigan which has jurisdiction of BIOTECH AGRONOMICS, INC. employees engaged in the performance of services hereunder with a limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000)
- b) General Liability Insurance with a minimum combined single limit of THREE MILLION DOLLARS (\$3,000,000), including the broad form property damage endorsement
- c) Automobile Liability Insurance (owned, non-owned or hired units) with a minimum combined single coverage limit of ONE MILLION DOLLARS (\$1,000,000)
- d) Pollution Liability Insurance with a minimum combined single limit of THREE MILLION DOLLARS (\$3,000,000), including the broad form property endorsement

A certificate of insurance will be presented to the City with the City additionally insured, if requested, upon award of contract.

**Digester or Tank Cleaning**

At the request of the Owner, BIOTECH AGRONOMICS, INC. may provide confined space Digester or Tank cleaning services to remove accumulated Biosolids for subsequent land application at the unit rate of \$385.00 per hour. Under these conditions, the Owner shall provide for all required cleaning water at no cost to BIOTECH AGRONOMICS, INC. Any material removed under this confined space option shall be billed at the appropriate hourly rate plus the unit rate per gallon for land application of the Biosolids.

**Cost of Services**

The duration of this contract is to be five years from date of signing. Mutual consent of the parties involved can extend the time of the contract for a mutually agreed Term.

All of the above for the sum of \$0.0342 per gallon for Biosolids hauling and land application

Biosolids Metals Analysis: \$363.00 per event

Fecal Coliform Analysis: \$395.00 per event

Digester cleaning at the rate of: \$385.00 per hour

**Fuel Cost**

See attached schedule

BIOTECH AGRONOMICS, INC.

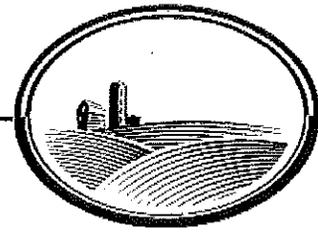
Submitted by: Richard Cabot

Its: Operations Manager

Date: 2-29-12

This document is representative of a complete contract. Upon award the document can be signed by both parties to become binding.

# BioTech Agronomics, Inc.



Residual Management Company

1651 US 31 • Beulah • MI • 49617 • P: 231-882-7219 • F: 231-882-9690

www.biotechag.com

## DEXTER WWTP

### FUEL COST ADJUSTMENT SCHEDULE

Base Rate Feb 29, 2012	\$3.90
< \$3.50	0%
\$3.51 - \$3.90	0%
\$3.99 - \$4.14	1%
\$4.15 - \$4.30	2%
\$4.31 - \$4.46	3%
\$4.47 - \$4.62	4%
\$4.63 - \$4.78	5%
\$4.79 - \$4.94	6%
\$4.95 - \$5.10	7%
\$5.11 - \$5.26	8%
\$5.27 - \$5.42	9%
\$5.43 - \$5.58	10%
\$5.59 - \$5.74	11%
\$5.75 - \$5.90 *	12%

\* Fuel surcharge calculation are based on a 1% increase for each \$0.15 increase in fuel expense continuing from \$5.90 per gallon.

The fuel rates shall be established by information provided by the Department of Energy at [www.eia.doe.gov](http://www.eia.doe.gov)



# Materials Management Agreement

This Agreement made and entered into as of this 01 day of March 2012 by and between Contractor and Customer.

<b>C U S T O M E R</b>	Customer Legal Name			
	Village of Dexter			
	Street Address			
	8140 Main Street			
	City / Town	County	State	Zip Code
	Dexter	Washtenaw	MI	48130
<b>C O N T R A C T O R</b>	Synagro Central, LLC			
	Street Address			
	435 Williams Court Suite 100			
	City / Town	State	Zip Code	
Baltimore	MD	21224		
<b>T E R M</b>	Commencement Date: April 1, 2012		Expiration Date: March 31, 2015	
	<p>The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement shall automatically renew on a month-to-month basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. Nothing set forth shall prohibit the parties from extending the Agreement for a longer period and other condition as parties' may agree in writing. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.</p>			
<b>B I L L I N G</b>	Village of Dexter		Telephone # 734-426-4572	
			Fax # 734-426-5466	
	8140 Main Street		Contact Person Mr. Daniel Schlaff, Superintendent	
			E-mail Address dschlaff@villageofdexter.org	
	City / State Dexter, Michigan		Zip Code 48130	
<b>S I G N A T U R E S</b>	FOR CUSTOMER:		Date	
	Signature			
	Name and Title			
	FOR CONTRACTOR:		Date: March 1, 2012	
	Signature <i>Phil Sierzega</i>		3/1/12	
Name and Title: Phil Sierzega, Regional Director				

## SCOPE OF SERVICES AND PRICING APPENDIX

**Scope of Service.**

Contractor shall provide the necessary supervision, labor and equipment to load Customer Materials (liquid) into transport vehicles and to transport the Customer Materials to suitable local farmland in accordance with laws.

Contractor shall haul Customer materials during the fall to correlate with available farmland during those times. This is typically April and December of each year.

Contractor shall provide to the Customer a copy of a load sheet which details the following; date, time loaded, truck number, driver name, gallons loaded on the vehicle, and farm destination. The quantity of material loaded on a vehicle shall be mutually agreed to by Contractor and the Customer, and be used for billing purposes.

Contractor shall provide labor and land application equipment to properly apply the Customer Materials by subsurface injection to suitable local application sites at agronomic rates in accordance with laws.

Contractor shall complete any required federal or state biosolids disposal sheets as required by Customers Residuals Management Plan ("RMP").

Additional ancillary services with respect to materials testing/analysis & confined space tank cleaning/work by the Contractor are included in the proposed work.

**Customer Materials.**

Customer Materials shall consist of the following:

Customer expects to provide to the Contractor approximately 850,000 gallons annually.

Customer will provide Contractor a reasonable amount of hydrant water and or electricity to assist any digester or tank cleaning at no cost to the Contractor.

**Method of Delivery of Customer Materials.** The Customer Material shall be delivered to Contractor in the following manner: Contractor shall obtain the Customer Materials from the Customers onsite digester(s) or storage tank by hydraulic pump provided by the Contractor.

**"Customer Facility "** shall mean the following locations where Customer Material(s) are generated or stored:

1. Village of Dexter Wastewater Treatment Plant located at 8360 Huron St., Dexter, MI

**Contractor right to refuse loads.** If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

**PRICE**

The Agreement Price(s) shall be as follows:

RATE	UNIT	SERVICE – YEAR 1 April 1, 2012 through March 31, 2015
\$0.0384	Gallon	Loading, transportation, land application, & agronomic management services
\$365.00	Sample	Standard metals & nutrients biosolids sample
\$391.00	Set of Seven	Fecal Coliform analysis
\$400.00	Hour	Confined space work

**CPI. All Agreement Prices shall be adjusted as follows: Not Applicable**

**Fuel Surcharge Adjustment:**

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – Midwest) is at, or exceeds, \$3.40 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – Midwest as published by the U.S. Department of Energy's Energy Information Administration and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price \$/Gallon - Note <sup>1</sup>	Fuel Surcharge Adjustment %
< \$3.40	None
\$3.40 to \$3.499	1.0 %
\$3.50 to \$3.599	2.0 %
\$3.60 to \$3.699	3.0 %

For each \$0.10/gallon increase thereafter add 1.0%

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices Midwest

## GENERAL TERMS AND CONDITIONS

**1. Definitions.** As used in this Agreement:

A. "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

B. "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

C. "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

D. "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

E. Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions

F. "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

G. "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

H. "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

I. "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

J. "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

K. "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

L. "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

M. "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

N. "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis).

O. "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

P. "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

Q. "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

**3. Services.** Contractor shall provide Contractor Services to Customer.**4. Price and Adjustments.**

A. The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

B. Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-

Conforming after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

**5. Ownership of Materials.** Customer shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

**6. Rejection or Revocation of Acceptance of Materials.**

A. Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

B. Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 10% of such costs and expenses.

C. Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

**7. Change in Conditions Affecting Quality of Materials.**

Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

**8. Record Keeping.** Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

**9. Terms of Payment.** Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

**10. Default Termination.**

A. In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within 30 days of any invoice date;
- (ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- (iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- (iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29.A.4.b of this Agreement.

## 11. Indemnification.

**A.** Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

**B.** Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; (ii) Customer's delivery of Non-Conforming Material to Contractor; (iii) Contractor's acceptance, handling, use or application of Non-Conforming Material; and (iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

**12. Access.** Customer shall provide Contractor access to Customer Facility (ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

**13. Compliance with Laws.** Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

## 14. Physical Damage Responsibility; Insurance.

**A.** Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.

**B.** Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

**C.** Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

**15. Force Majeure.** Neither Party shall be liable to the other Party for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes (except any strikes involving a Party's personnel), orders or judgments of any Federal, State or local court, administrative agency or governmental body, accidents and Acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

**16. Representation of Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**17. Survival of Obligations.** Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

**18. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

**19. Amendments.** This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

**20. Counterparts.** This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

**21. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

**22. Modification.** This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

**23. Governing Law, Venue Selection.** This Agreement shall be governed by and construed under the laws of the State or Commonwealth of MICHIGAN.

**24. No Third Party Liability.** Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third party beneficiary to this Agreement.

**25. Partial Invalidity.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

**26. Consent to Breach Not Waiver.** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

**27. Notice.** Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

Synagro Central, LLC  
 1800 Bering Drive, Suite 1000  
 Houston, TX 77057  
 Attn: Legal Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

**28. Consequential Damages.** In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

**29. Drafting Responsibility.** Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

**30. Customer Materials.** Customer represents and warrants the following with respect to the quality of Customer Materials:

**A. Biosolids.**

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.

2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.

3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Land Application of Biosolids. If land application is an Intended Use of Customer Materials, the following shall apply:

a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.

b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at

which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction reduction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements

**B. Industrial Residuals:**

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.

2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.

3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Cadmium. Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.

5. Disease Vectors. Customer Materials shall not attract disease vectors that endanger public health.

6. Disposal of Industrial Residuals into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

**C. Additional Customer Materials (if any):**



# Materials Management Agreement

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AGENDA 3-12-12

ITEM L-5

**RESOLUTION #2012-**

**RESOLUTION TO APPROVE THE  
UPDATED VERSION OF THE  
VILLAGE ENGINEERING  
STANDARDS**

**Village of Dexter  
County of Washtenaw  
State of Michigan**

Minutes of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, held on the 12<sup>th</sup> day of March, 2012, Eastern Time.

PRESENT: Members:

ABSENT: Members:

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

**WHEREAS**, the Village of Dexter Engineering Standards serve as a guiding document for public and private projects within the Village, and

**WHEREAS**, the Village has recently completed the process of reviewing and updating the Engineering Standards, and

**WHEREAS**, the updates have been reviewed by Village Staff, Village Engineer Orchard, Hiltz & McCliment, Village Planning Commission and Village Council,

**BE IT RESOLVED** that the Village of Dexter hereby adopts the updated Engineering Standards which shall take effect immediately.

AYES:

NAYS:

ABSENT:

**RESOLUTION DECLARED ADOPTED THIS 12<sup>th</sup> DAY OF MARCH, 2012**

\_\_\_\_\_  
Village President – Shawn W. Keough

**CERTIFICATION**

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, at a regular meeting held on the 12<sup>th</sup> day of March, 2012.

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Village Clerk – Carol J. Jones

AGENDA 3-12-12

ITEM 1-6  
cnicholls@villageofdexter.org

## VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

### MEMO

**To: President Keough & Council Members**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: March 2, 2012**  
**Re: MERS 457**

Municipal Employees Retirement System of Michigan (MERS) has recently starting offering a voluntary 457 deferred compensation program to the employees of its member communities. Participation in the program is optional. Currently employees can choose to participate in an ICMA 457 plan. Opening this 457 through MERS provides them with a second option. There is no cost to the Village to participate either from MERS or our payroll provider.

To allow employees to participate, Council is required to pass a resolution and participation agreement which are provided for your consideration. The participation agreement states the following:

- The MERS 457 will be offered in addition to the ICMA 457 that is currently offered
- All full time and part time employees are eligible – this includes elected officials/paid commission members who are eligible to contribute up to 100% of their salary
- Employees can choose to make contributions based on their salary, overtime and leave cash outs when they leave employment
- Roth (post-tax) deferrals will be allowed
- Loans will not be permitted, though employees could still qualify for a hardship withdrawal in accordance with the rules established by the Internal Revenue Service (IRS)

# MERS Uniform 457 Supplemental Retirement Program Resolution



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

[www.mersofmichigan.com](http://www.mersofmichigan.com)

This Resolution, together with the MERS 457 Supplemental Retirement Program and Trust Master Plan Document and the MERS 457 Supplemental Retirement Program Participation Agreement and any Addendum thereto, constitute the entire MERS 457 Deferred Compensation Plan Document.

**WHEREAS**, the Municipal Employees Retirement Act of 1984, Section 36(2)(a), MCL 38.1536(2)(a) (MERS Plan Document (Section 36(2)(a)) authorizes the Municipal Employees' Retirement Board (the "Board") to "establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other postemployment benefit programs," and on November 8, 2011, the Municipal Employees' Retirement Board adopted the MERS 457 Deferred Compensation Plan.

**WHEREAS**, this Uniform Resolution has been approved by the Board under the authority of Section 36(2)(a), and the Board has authorized the MERS 457 Deferred Compensation Plan, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution.

**WHEREAS**, the Participating Employer, a participating "municipality" (as defined in Section 2b(2) in the Municipal Employees Retirement Act of 1984; MCL 38.1502b(2); Plan Document Section 2b(4)) or participating "court" (circuit, district or probate court as defined in Section 2a(4) – (6) of the Act, MCL 38.1502a(4) – (6); Plan Document Section 2a(4) – (6)) within the State of Michigan has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

**WHEREAS**, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

**WHEREAS**, the Participating Employer has reviewed the MERS 457 Supplemental Retirement Program ("Plan");

**WHEREAS**, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

**WHEREAS**, the Participating Employer is an Employer as defined in the Plan;

**WHEREAS**, concurrent with this Resolution, and as a continuing obligation, this Governing Body has completed and approved, and submitted to MERS and the Board documents necessary for adoption and implementation of the Plan; and

**WHEREAS**, the Governing Body for and on behalf of the Participating Employer is authorized by law to adopt this Resolution approving the Participation Agreement on behalf of the Participating Employer. In the event any alteration of the terms or conditions stated in this Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to continue to administer (or to have administered) the MERS 457 Supplemental Retirement Program for the Participating Employer.

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Body adopts the MERS 457 Supplemental

## MERS Uniform 457 Supplemental Retirement Program Resolution

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Retirement Program as provided below.

- I. The Participating Employer adopts the Plan for its Employees.
- II. The Participating Employer hereby adopts the terms of the Participation Agreement, which is attached hereto and made a part of this Resolution. The Participation Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participation Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board.
- III. The Participating Employer shall abide by the terms of the Plan, including amendments to the Plan made by the Board, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- IV. The Participating Employer acknowledges that the Board is only responsible for the Plan and any other plans of the Employer administered by MERS and that the Board has no responsibility for other employee benefit plans maintained by the Employer that are not part of MERS.
- V. The Participating Employer accepts the administrative services to be provided by MERS and any services provided by a Service Manager as delegated by the Board. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.
- VII. The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.
- VIII. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Board to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.
- IX. This Resolution and the Participation Agreement shall be submitted to the Board for its

# MERS Uniform 457 Supplemental Retirement Program Resolution

approval. The Board shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Board may refuse to approve a Participation Agreement by an Employer that does not possess State statutory authority to participate in the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

**BE IT FINALLY RESOLVED:** This Resolution shall have no legal effect under the Plan until a certified copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under the 457 Supplemental Retirement Program Plan and Trust, the Participation Agreement, and this Resolution have been met. All dates for implementation of the Plan shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred by this Governing Body and MERS (and a third-party administrator, if applicable and necessary). The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on

March 12, 2012.

(Signature of authorized official)

Municipality name: Village of Dexter

Please send MERS fully executed copy of:

1. 457 Program Resolution (this form, MD-469)
2. 457 Participation Agreement (MD-470)
3. Certified minutes stating Governing Body approval
4. Copy of the union contract and/or personnel policy

**Received and Approved by the Municipal Employees' Retirement System of Michigan**

Dated: \_\_\_\_\_, 2012

(Authorized MERS signatory)

**MERS 457 Supplemental Retirement Program  
Participation Agreement**



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

**I. PARTICIPATING EMPLOYER**

**Employer Name:** Village of Dexter  
Name of municipality or court

**Municipality Number:** 8217 **Division Number (if amendment):** \_\_\_\_\_

**II. EFFECTIVE DATE:** The MERS 457(b) Plan will be effective as follows (choose one):

**Original Adoption.** The MERS 457(b) Plan will be effective April 1, 2012, with respect to contributions upon approval by the Program Administrator.

To establish a new plan or replace current 457 carrier with the MERS 457 Plan.

To add the MERS 457 Plan in addition to another 457 carrier.

Plan Name(s) and Provider(s):

ICMA 457

**VERY IMPORTANT:** All eligible plans of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible plan (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single plan, comply with the 457(b) requirements. In order to fulfill its responsibility for monitoring coordination of multiple plans, the Participating Employer must carefully review the Master Plan Document provisions.

**Amendment and Restatement.** The amended and restated MERS 457(b) Plan will be effective \_\_\_\_\_, with respect to contributions upon approval by the Program Administrator. The MERS 457(b) Plan was originally effective \_\_\_\_\_.

**III. ELIGIBLE EMPLOYEES:** Only Employees as defined in the Plan may be covered by the Participation Agreement. Subject to other conditions in the Plan, this Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Plan:

All full-time and part-time employees

## MERS 457 Supplemental Retirement Program Participation Agreement

IV. **POST- EMPLOYMENT COMPENSATION:** Certain post-employment severance payments may be included in Compensation for purposes of computing deferrals under the Plan, but only if these amounts are paid no later than 2½ months after Severance from Employment or, if later, the end of the calendar year that includes a Participant's Severance from Employment, and only if it is a payment that, absent a Severance from Employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election(s):

- Regular compensation paid after Severance from Employment for services rendered prior to severance during the Participant's regular working hours.
- Compensation paid after Severance from Employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments.
- Post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued.
- Other:

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V. **ROTH DEFERRAL CONTRIBUTIONS:**  shall be permitted       shall not be permitted

If Roth Deferral Contributions are elected, the Plan will allow Roth Rollover Contributions from other designated Roth 457(b), 401(k), or 403(b) Plans. Roth In-Plan Rollovers will also be allowed. Roth In-Plan Rollovers allow a participant who has reached 70½ or who has incurred a Severance from Employment to elect to have all or a portion of his or her Pre-Tax Contribution Account directly rolled into a designated Roth Rollover Account under the Plan if the amount would otherwise be permitted to be distributed as an Eligible Rollover Distribution. Any amounts that are rolled to the Roth Rollover Account are considered to be irrevocable and may not be rolled back to the Pre-Tax Account.

VI. **LOANS:**  shall be permitted       shall not be permitted

If Loans are elected, please complete the MERS Loan Procedures and Uniform Resolution and submit them with this Agreement.

VII. This Participation Agreement may be terminated only in accordance with the Master Plan Document.

VIII. The Employer hereby agrees to the provisions of the MERS 457 Supplemental Retirement Program Plan and Trust Master Plan Document.

IX. The Employer hereby acknowledges it understands that failure to properly fill out this Participation Agreement may result in the ineligibility of the Plan.

# MERS 457 Supplemental Retirement Program Participation Agreement

## GOVERNING BODY

This Addendum is adopted and approved on this 12<sup>th</sup> day of March, 2012.

Name of Employer: Village of Dexter

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Please send to MERS a fully executed copy of:

1. 457 Program Participation Agreement (this form, MD-470)
2. MERS Uniform 457 Supplemental Retirement Program Resolution (MD-469)
3. Certified minutes stating Governing Body approval
4. Copy of the union contract language or personnel policy language
5. 457 Eligible Automatic Contribution Arrangement Addendum, MD-474 (if applicable)
6. 457 Employer Contribution Addendum, MD-473 (if applicable)
7. 457 Loan Addendum, MD-471 (if applicable)

**Received and approved by the Municipal Employees' Retirement System of Michigan**

This Participation Agreement is approved and shall take effect on \_\_\_\_\_, 20\_\_\_\_.

Dated: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_ Authorized MERS Signatory



**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

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

**MEMO**

**To: Trustee Carson, Trustee Cousins, Trustee Fisher, Trustee Semifero, Trustee Smith and Trustee Tell**

**From: Shawn Keough, Village President**

**Date: March 12, 2012**

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

I am requesting your official support of the attached Resolution to Support the Conceptual Interlocal Agreement for Fire and Rescue Services with Dexter Township, Scio Township, Webster Township and the Village of Dexter. This is an important step in a long process for regional cooperation.

The draft Interlocal Agreement dated 12/02/2011 is attached as part of this packet item for your reference. Please note that the Regional Committee has not asked the attorney from Dykema, who helped draft and format this document as a formal agreement, to make any significant changes since this version was drafted and shared with all of the municipalities. Rather than going back and forth and expending unnecessary cost, the intention is to make future revisions to this document once conceptual support has been given by all 4 communities and any changes are agreed upon. So far there have been very few proposed changes to the document. One of those was shared at the last meeting. Obviously, the final name that gets selected will be one of the changes that will be made to the document at the appropriate future time.

The proposed regionalization effort offers many significant benefits for the Village and our residents. I have highlighted a few below:

- Lower overall cost structure – the proposed cost allocation formula will save the Village residents between \$80,000 and \$150,000 annually, depending on the actual runs incurred within each community. Our general fund is already seeing the challenges of reduced revenues from the economy resetting itself resulting in lower taxable values in both residential and commercial properties.
- Better budget control and predictability – the proposed cost allocation formula is based on 3 factors: Population, State Equalized Value and a Rolling 3 Year Run Average. This formula will create stability in the year to year budget fluctuations that we currently experience now.
- Operational efficiencies and related cost savings – our future percentage (12 to 13%) of the cost for new equipment purchases and additional firefighters will be less because the resources are shared over a larger area and population base. Currently, the Village is responsible for approximately 33% of all new purchases. Additional opportunities to reduce long term equipment and apparatus costs for the entire region can be achieved by avoiding duplication of equipment (such as the need for only one ladder truck in the region). Staffing efficiencies (such as one chief instead of two) can also be achieved.
- Higher Level of Service across the entire region – including the ability to have unified training of all firefighters within our region and lower response times due to improved coordination of responding to calls for service during times of overlapping calls.

I realize the significance of all 4 municipalities agreeing on the name of the future department. However, at this time, I am asking for your support of the Concept Interlocal so that continued discussions can take place. Thank you in advance for your support of this effort.

Village of Dexter  
County of Washtenaw, State of Michigan

RESOLUTION TO SUPPORT THE CONCEPTUAL INTERLOCAL AGREEMENT FOR  
FIRE AND RESCUE SERVICES WITH DEXTER TOWNSHIP, SCIO 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, Scio Township, and Webster 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.

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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)

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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:

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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.

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**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.

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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.

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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.

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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.

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## 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.

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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

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**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

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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

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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.
  
3. **Scio Township** – the entire geographic area of the Township of Scio.
  
4. **Webster Township** – the entire geographic area of the Township of Webster, excluding property within the geographic area of the Village of Dexter.

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**EXHIBIT C**

**LIABILITIES AND OBLIGATIONS  
ASSUMED BY DEPARTMENT ON EFFECTIVE DATE**

Liability/Obligation Description

Type

Transferred by

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**EXHIBIT D**

**TRANSFERRED EMPLOYEES**

Employee Name

Title

Pre-Transfer Employer

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**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	( 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>	



2010-2011 Budget Amendments

General Fund 101

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
101.000.000.679.000	Miscellaneous Grant Accounting for 5H Grant (\$10,000) and Washtenaw County Parks Match (\$1,000)	Y	Revenue	\$ -	\$ -	\$ 11,000	\$ 11,000
Reason for Amendment							
101.751.000.732.000	Parks - Ice Rink Supplies	N	Expenditure	\$ 3,000		\$ (1,000)	\$ 2,000
Reason for Amendment	Reduced Maintenance Cost Due to Weather.						
101.751.000.977.000	Parks - Equipment	N	Expenditure	\$ 5,500		\$ 12,000	\$ 17,500
Reason for Amendment	Purchase of Play Equipment - Entire \$13,150 purchase will be made from this line item						

Total change in Revenue - increase / (decrease): \$ 11,000  
 Total change in Expenditures - increase / (decrease): \$ 11,000  
 Change to Overall Budget's revenue over expenditures: \$ -

Source of Reserves, if applicable: N/A

Approved by Council on March 6, 2012

Carol J. Jones, Village of Dexter Clerk

AGENDA 3-12-12  
 ITEM L-8

