

DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, AUGUST 27, 2012

AGENDA 9-10-12
ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

B. ROLL CALL: President Keough

J. Carson

D. Fisher

J. Smith

P. Cousins

J. Semifero

R. Tell

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Allison Bishop, Community Development Manager; Carol Jones, Village Clerk; Dan Schlaff, Public Services Superintendent; DeBorah Borden, Washtenaw County Public Health Department; Scott Maurer, Utility Department; residents and media.

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting – August 13, 2012

Motion Smith; support Semifero to approve the minutes of the Regular Council Meeting of August 13, 2012 with the following corrections:

Page 2, Non-Arranged Participation, correct Chelsea School Board to *Chelsea City Council* under the introduction of Kent Martinez-Kratz

Page 3, Village Managers Report, second bullet point, add *that she will be* before looking into installing public restrooms.

Unanimous voice vote for approval

D. PREARRANGED PARTICIPATION

None

E. APPROVAL OF THE AGENDA

Motion Carson; support Cousins to approve the agenda with the following changes:

Move New Business item L-4, Recommendation from Parks & Recreation Commission, to item L-1 and re-number items L-1, L-2 and L-3 to L-2, L-3 and L-4. Request to move items J-2 and J-3, Requests from Non-Profit Organizations, off of the Consent Agenda to New Business Items L-6 and L-7.

Unanimous voice vote for approval

F. PUBLIC HEARINGS

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

None

G. NON-ARRANGED PARTICIPATION

None

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar
3. Garden Club Letter
4. Scio Township Newsletter

I. REPORTS

1. Community Development Manager Report – Allison Bishop

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

- Mill Creek Park – Cedroni is trying to finish. The stairway is moving along with some delay on the railings. Have submitted to the Michigan Trust Fund for the balance of the grant and for the Waterways Grant. JJR will be submitting additional consulting fees. Discussion followed on the items that need to be completed.
- Mill Creek Park Signage – looking for a group to help determine locations for signage in the Park.
- Border to Border Trail, Segment D-1 - have a conference call regarding the trail and the Right of Entry Proclamation.
- The Parks & Recreation Commission talked about the bike path along the Library steps and eliminating this feature. Will be looking for a credit for not including this in the project.
- The work for this year on the Ice Rink preparation is pretty much done.

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

Dexter Area Fire Department – Jim Seta/Ray Tell

Mr. Seta reported on the following:

- Through July of 2012 have had 662 runs which is up over 2011 but the runs have been down in the Village with the biggest increase in Webster Township.
- The budget is aligned with spending. The department has ordered a new 4-wheel drive engine truck.
- The Board is taking a look at the proposed Interlocal Agreement.

- The ISO (Insurance Service Office) Rating is currently at a Class 5 and asking for an audit with the hopes that it will be reduced to a Class 4.
- The Board is looking at Capital Improvements and Dexter Township may be building a new station. There was an audit done through MIOSHA (Michigan Occupational Safety and Health Administration) and are looking at correcting items that were listed. Also looking at improvements needed at the Main Station.

Gordon Hall Management Team Representative – Donna Fisher

Ms. Fisher reported on the following:

- Civil War Days was a success and it brought in between \$13,000 -\$14,000.
- Dexter Daze Tours at the Gordon Hall had more attending than the previous year.
- Jim Parker has a book out about Gordon Hall which is available at the Dexter Museum for \$25.
- The Museum was able to purchase the Tally Ho from the Hoey Family for \$3000.
- The next event will be Christmas at the Mansion in early December.

3. Subcommittee Reports

Economic Preparedness

Facilities

Website-Mr. Smith reported that he will be working on setting up a meeting of the committee. Ms. Nicholls reported that things are pretty close to begin functioning as the new website.

4. Village Manager Report

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

- Things are still delayed on the Dexter Pinckney-Island Lake Road Sidewalk Project but the intent is to finish by September 15.
- The cost will be somewhat higher for the graffiti cleanup project as there is the need to do some containment. The cost will be \$7200 and work will be done in late September.

5. President's Report

Mr. Keough submits his report as per packet. In addition Mr. Keough gave the following verbal update:

- Mr. Keough reported that comments of the Interlocal Agreement by the Village Attorney were emailed and will be discussed at the September 10 meeting. Dexter Township discussed the Agreement at their last meeting and they probably won't vote on it until October.
- Took part in the ground breaking for the Dexter Wellness Center.
- Looking forward to the upcoming Suds on the River.
- Asked for Council's suggestions to fill open positions on Commissions and Boards.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$424,014.25

Motion Fisher; support Smith to approve item 1 of the Consent Agenda.

Unanimous voice vote for approval

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of: Cityhood Next Steps

The petitions have been submitted to the State Boundary Commission but have not yet been certified. Questions were raised as to when the referendum could be placed on the ballot and who will pay for it. Ms. Nicholls explained various scenarios depending on when the vote occurs. Trustee Smith reported that there were 373 signatures on the turned in petitions.

2. Discussion of: Waste Management Contract

Discussion followed on the various options presented which included but was not limited to looking for feedback on the options presented, is there more information needed on these options, what is the recommendation of staff, could there be a survey of residents on the options, and look at changes in the way brush is collected.

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Recommendation from the Parks & Recreation Commission to Adopt a Tobacco Free Parks Policy

Motion Cousins; support Smith to adopt a Tobacco Free Parks Policy as recommended by the Parks & Recreation Commission.

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

Nays: None

Motion carries

2. Consideration of: Acceptance of Proposal from Fleis & Vandenbrink to Perform a Headworks Loading and Capacity Analysis for the Wastewater Treatment Plant in an Amount Not to Exceed \$12,200

Motion Cousins; support Tell to accept the proposal from Fleis & Vandenbrink to perform a Headworks Loading and Capacity Analysis for the Wastewater Treatment Plant in an amount not to exceed \$12,200.

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

Nays: None
Motion carries

3. Consideration of: Recommendation from the Public Art Selection Committee for the Purchase of a Blue Heron Sculpture for Mill Creek Park for \$2850

Motion Cousins; support Semifero to accept the recommendation of the Public Art Selection Committee for the purchase of a Blue Heron Sculpture for Mill Creek Park in the amount of \$2850.

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

4. Consideration of: Recommendation from the Public Art Selection Committee for the Temporary Placement of the Sculpture "Icarus Rising"

Motion Carson; support Tell to accept the recommendation from the Public Art Selection Committee for the temporary placement of the sculpture "Icarus Rising".

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

5. Consideration of: Additional Services from Orchard, Hiltz & McCliment in the Amount of \$5,000 for the Central Street Project

Motion Carson; support Fisher to approve the payment to Orchard, Hiltz & McCliment in the amount of \$5,000 for additional services for the Central Street Project.

Ayes: Carson, Cousins, Fisher, Smith, Tell and Keough
Nays: Semifero
Motion carries 6 to 1

6. Consideration of: Request from the Non-Profit Organization – True Pursuit – for a Local Governing Body Resolution to Request a Charitable Gaming License

Motion Carson; support Tell to approve the request from the Non-Profit – True Pursuit – for a local governing body resolution to request a charitable Gaming License.

Motion Fisher; support Smith to postpone the request from True Pursuit.

Ayes: Fisher, Smith, Semifero and Keough
Nays: Cousins, Tell and Carson
Motion carries 4 to 3

7. Consideration of: Request from the Non-Profit Organization – Dexter Youth

Football League – for a Local Governing Body Resolution to Request a Charitable Gaming License

Motion Tell; support Cousins to postpone the request from the Dexter Youth Football League.

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

Nays: Semifero

Motion carries 6 to 1

M. COUNCIL COMMENTS

Carson	Thanked all who conveyed condolences, visited at funeral home and for the nice floral bouquet in the recent death of his father.
Semifero	Noted that he appreciated the number on the pages corresponding to the online pages.
Smith	None
Jones	Dexter Daze has encouraged and posted no-smoking in Monument Park for two years.
Tell	None
Fisher	None
Cousins	Will be starting a remedial environmental class for the purpose of re-cycling in the Village.

N. NON-ARRANGED PARTICIPATION

None

**O. CLOSED SESSION FOR THE PURPOSE OF DISCUSSING THE POTENTIAL PURCHASE OF PROPERTY AND EMPLOYEE REVIEW IN ACCORDANCE WITH MCL 15.268 (a) and (d)
Mid-year Village Manager Performance Review
Potential Purchase of Two Properties**

Motion Carson; support Smith to go into closed session at 9:17 PM for the purpose of discussing the potential purchase of property and employee review in accordance with MCL 15.268 (a) and (d).

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

Nays: None

Motion carries

Motion Smith; support Tell to leave closed session at 10:34 PM.

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

Nays: None

Motion carries

Motion Fisher; support Smith to direct the Village Manager to proceed as discussed in the closed session in relation to potential purchase of property.

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

Nays: None

Motion carries

Motion Tell; support Carson to direct the Village Manager to proceed as discussed in the closed session in relation to potential purchase of property.

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

Nays: None

Motion carries.

N. ADJOURNMENT

Motion Smith; support Carson to adjourn at 10:36 PM.

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones
Clerk, Village of Dexter

Approved for Filing: _____

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VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

cnicholls@villageofdexter.org

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: August 31, 2012
Re: Grant Closeout Public Hearing

The Village received a \$13,250 grant from the State of Michigan's Community Development Block Grant Program to fund half of the redevelopment study for 3045 Broad. The study was completed by Orchard, Hiltz & McCliment/Bird Houk from November 2011 to July 2012. The total amount spent with OHM/Bird Houk was \$26,426, so the Village requested \$13,213 in grant funds. The reimbursement was received by the State on September 4, 2012.

The State requires that we hold a public hearing prior to closing out the grant to summarize the project and take questions and comments from the public.

During the public hearing Donna Dettling will give a brief overview of the project before comments and questions are received from the public. A copy of the draft report is included for your review.

**NOTICE OF PUBLIC HEARING
VILLAGE OF DEXTER**

Notice is hereby given that the Dexter Village Council will hold a public hearing on Monday, September 10, 2012 at 7:30 pm at the Dexter Senior Center, 7720 Dexter Ann Arbor Road, Dexter, Michigan, for the purpose of hearing public comment on the Village's use of Community Development Block Grant Funds (Project Number: MSC 211011-EDPA) for project planning for the redevelopment of property located at 3045 Broad (HD 08-06-280-001). The project plan developed includes an evaluation of the structure, market conditions, and potential uses for the property. The purpose of the hearing is to inform the public of the results of this project and take questions and comments.

Information regarding the redevelopment plan is available for public inspection at the Village Offices, 8123 Main Street, Dexter, weekdays between 9:00 a.m. to 5:00 p.m., by phone at (734) 426-8303 Ext. 17, or online at www.villageofdexter.org. Written comments regarding the plan should be submitted to the Village Offices, and must be received no later than 5:00 p.m., Tuesday, September 4, 2012. Sign language interpreter, or other assistance, is provided upon request to the Clerk, at least 72 hours in advance of the meeting. Minutes of all meetings are available at Village Offices and on the Village website, www.villageofdexter.org

2012 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Dexter Area Historical Society Board	9/6/2012	7:30 p.m.	Gordon Hall	http://www.dextermuseum.org/	
Dexter District Library Board	9/10/2012	7:30 p.m.	Dexter District Library	http://www.dexter.lib.mi.us/	
Dexter Village Council	9/10/2012	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Planning	9/10/2012	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Scio Township Board	9/11/2012	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	Paul Cousins
Dexter Area Chamber of Commerce	9/12/2012	8:00 a.m.	Copeland Board Room	http://www.dexterchamber.org/	Shawn Keough
Regional Fire Consolidation	9/12/2012	8:30 a.m.	Scio Township Hall		Jim Carson
Chelsea Area Planning Team/Dexter Area Regi	9/17/2012	7:00 p.m.	Lyndon Township	http://www.ewashenaw.org/	
Dexter Township Board	9/18/2012	7:00 p.m.	Dexter Township Hall	http://www.twp-dexter.org/	
Dexter Village Parks Commission	9/18/2012	7:00 p.m.	Village Offices	http://www.villageofdexter.org	Joe Semifero
Webster Township Board	9/18/2012	7:30 p.m.	Webster Township Hall	http://www.twp.webster.mi.us/	
Washtenaw County Board of Commissioners	9/19/2012	6:45 p.m.	Board Room, Admin Building	http://www.ewashenaw.org/government/boc/	
Webster Township Planning	9/19/2012	7:30 p.m.	Webster Township Hall	http://www.twp.webster.mi.us/	
Washtenaw Area Transportation Study-Policy	9/19/2012	9:30 a.m.	Scio Township Hall	http://www.miwats.org/	Jim Carson
Dexter Area Fire Board	9/20/2012	6:00 p.m.	Dexter Township Hall	http://dexterareafire.org/	Ray Tell/Jim Seta
Dexter Downtown Development Authority	9/20/2012	7:30 a.m.	Senior Center	http://www.villageofdexter.org	Shawn Keough
Healthy Community Steering Committee	9/20/2012	8:30 a.m.	Chelsea Hospital - White Oak Room		Paul Cousins
Dexter Village Council	9/24/2012	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Planning	9/24/2012	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Scio Township Board	9/25/2012	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Western Washtenaw Area Value Express	9/25/2012	8:15 a.m.	Chelsea Community Hospital		Jim Carson
Farmers Market/Community Garden Oversight	9/26/2012	5:30 p.m.	Village Offices	http://www.villageofdexter.org	Ray Tell

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

2012 Sign Requests

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Month	Name of Group	Dates	Number Approved	Approval Date	Locations	Month	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	June	Historical Society - Civil War Days	5/21-6/4	5/21/2012	1, 5	
	Friends of the Library - Book Sale	1/5-1/7	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20		Senior Center - Ice Cream Social	5/25-6/3	5 - 18" x 24"	5/2/2012	1, 2, 4, 5, 44
	K of C - Quarter Mania	1/9-1/20	5 - 18" x 24"	1/6/2012	1, 2, 4, 5, 10		Friends of the Library - Book Sale	5/31-6/2	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20
	Encore - Intermittent	1/16-2/20	2 - 36" x 24"	1/31/2011	15, 16		Historical Society - Civil War Days	5/31-6/11	5 - 18" x 24"	5/30/2012	1, 2, 4, 5, 10
	Mill Creek - Blood Drive	1/16-1/30	2 - 18" x 24"	1/20/2012	21		Dexter Soccer Club - Registration	6/2-6/7	5 - 18" x 24"	5/2/2012	2, 4, 5, 10, 44
February	K of C - Rummage Sale	1/23-2/5	5 - 18" x 24"	1/6/2012	1, 2, 4, 5, 10	St. Andrews - Rummage Sale	5/25-5/29	5 - 18" x 24"	5/18/2012	1, 2, 4, 5, 36	
	St. Andrews - Monthly Dinner	1/27-2/2	1 - 36" x 24"	1/23/2012	8	St. James - Concert	6/10-6/24	5 - 18" x 24"	6/4/2012	1, 2, 4, 10, 44	
	Friends of the Library - Book Sale	2/2-2/4	5 - 18" x 24"	1/22/2011	1, 4, 16, 19, 20	Boy Scouts - Rummage Sale	6/20-6/23	2 - 4" x 4"	5/30/2012	1, 2, 4, 10, 44	
	Dexter High Drama Club - Play	2/1-2/12	2 - 2' x 4'	2/3/2012	1, 3	Community Orchestra - Concert	6/1-6/15	2 - 3' x 4'	3/2/2012	5, 9	
	Little League - Registration	2/9-2/22	5 - 18" x 24"	2/10/2012	1, 2, 5, 44, 4	St. Joseph - Flea Market	7/2-7/16	4 - 18" x 24"	7/2/2012	1, 2, 4, 5, 10	
March	Varsity Hockey Team - Skate	2/10-2/18	3 - 18" x 24"	2/1/2012	1, 46	St. Joseph - Parish Festival	7/9-7/23	4 - 18" x 24"	7/9/2012	1, 2, 4, 10	
	Community Band - Concert	2/13-2/26	1 - 18" x 24"	2/10/2012	1, 3, 5	Peace Lutheran - Bible School	7/10-7/24	1 - 24" x 30"	7/10/2012	1	
	St. Andrews - Monthly Dinner	2/24-3/1	1 - 36" x 24"	1/23/2012	8	St. Andrews - Ice Cream Social	7/20-8/3	5 - 18" x 24"	7/12/2012	1, 4, 5, 10, 22	
	Friends of the Library - Book Sale	3/1-3/3	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20	Touchdown Club - Golf Outing	7/19-8/3	5 - 18" x 24"	7/12/2012	1, 5 (2), 44, 45	
	Historical Society - Art Fair	3/3-3/17	5 - 18" x 24"	2/9/2012	1, 2, 4, 10, 5	Family Fun Day - Fundraiser	7/30-8/13	5 - 18" x 24"	7/30/2012	1, 2, 4, 5, 10	
April	Community Orchestra - Concert	3/7-3/18	2 - 3' x 4'	3/2/2012	5, 9	Friends of the Library - Book Sale	8/9-8/11	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20	
	Civil War Days-Volunteer: Recruitme	3/16-3/26	5 - 18" x 24"	3/15/2012	1, 2, 4, 5, 10	Encore Theatre - Intermittent	7/12-8/12	2 - 36" x 24"	1/31/2011	15	
	Peace Lutheran - Easter Egg Hunt	3/22-3/31	1 - 24" x 30"	3/22/2012	1	Historical Society - Quilt Show	8/1-8/13	2 - 25" x 32"	7/30/2012	1, 9, 44	
	Knights of Columbus-QuarterMania	3/26-3/30	5 - 18" x 24"	3/26/2012	1, 2, 4, 5, 10	St. James - Chicken BBQ	8/1-8/11	2 - 2' x 2'	8/1/2012	1, 5	
	Connexions - Easter Egg Hunt	3/26-4/8	1 - 3' x 5'	3/14/2012	9	Pack 477 - Summer Picnic	8/13-8/14	3 - 18" x 24"	8/13/2012	1, 4, 5	
May	Village - Easter Egg Hunt	4/3-4/7	1 - 2' x 4'	4/3/2012	44	St. Andrews - Monthly Dinner	8/31-9/6	1 - 36" x 24"	1/23/2012	8	
	Friends of the Library - Book Sale	4/5-4/7	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20	Community Orchestra-Fundraiser	9/9-9/24	5 - 18" x 24"	8/16/2012	1, 4, 5, 9, 44	
	St. Andrews - Blood Drive	4/2-4/16	2 - 28" x 22"	9/2/2011	8, 22	United Methodist - Rummage Sale	9/17-9/30	2 - 2' x 3'	4/9/2012	1, 2, 4, 5, 10	
	St. Andrews - Monthly Dinner	4/6-4/12	1 - 36" x 24"	1/23/2012	8	St. Andrews - Monthly Dinner	9/28-10/4	1 - 36" x 24"	1/23/2012	8	
	Community Band - Concert	4/16-4/29	2 - 2' x 4'	2/10/2012	1, 3, 5	Friends of the Library - Book Sale	10/4-10/6	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20	
June	United Methodist - Rummage Sale	4/16-4/29	3 - 18" x 24"	4/9/2012	1, 2, 4, 5, 10	St. Andrews - Monthly Dinner	10/28-11/1	1 - 36" x 24"	1/23/2012	8	
	Dexter Drama Club - Musical	4/23-4/30	1 - 4' x 6'	4/23/2012	7, 3	Friends of the Library - Book Sale	11/1-11/3	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20	
	Village - Arbor Day/ReLeaf	4/27-5/3	5 - 18" x 24"	4/26/2012	44	American Legion - Craft Show	11/4-11/19	5 - 18" x 24"	8/2/2012	1, 2, 4, 5, 10	
	Peace Lutheran - Family Fun Day	4/23-5/7	1 - 24" x 30"	4/19/2012	44	St. Andrews - Monthly Dinner	11/30-12/6	1 - 36" x 24"	1/23/2012	8	
	St. Andrews - Monthly Dinner	4/27-5/3	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	
July	St. Joseph - Plant Sale	5/5-5/19	5 - 18" x 24"	4/19/2012	1, 2, 44, 5, 10	Dexter Lions - Tree Sale	11/23-12/22	2 - 3' x 4'	8/7/2012	1, 10, 7	
	St. James - Concert	5/7-5/21	2 - 2' x 3'	4/27/2012	5, 10	Friends of the Library - Book Sale	11/23-12/22	1 - 3' x 4'	8/7/2012	1, 10, 7	
	Community Orchestra - Concert	5/9-5/20	2 - 3' x 4'	3/2/2012	5, 9	St. Andrews - Monthly Dinner	11/23-12/22	1 - 36" x 24"	1/23/2012	8	
	Relay for Life	5/14-5/20	5 - 18" x 24"	5/9/2012	2, 4, 5, 10, 21	Friends of the Library - Book Sale	11/1-11/3	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20	
	Historical Society - Dinner	5/11-5/27	5 - 18" x 24"	5/11/2012	1, 2, 4, 5, 10	Young Peoples' Theater - Play	5/18-5/22	1 - 18" x 24"	5/17/2012	44	
August	Young Peoples' Theater - Play	5/18-5/22	1 - 18" x 24"	5/17/2012	44	K of C - Chicken Broil	5/18-5/29	5 - 18" x 24"	5/17/2012	1, 2, 4, 5, 44	
	K of C - Chicken Broil	5/18-5/29	5 - 18" x 24"	5/17/2012	1, 2, 4, 5, 44	Dexter Lacrosse - Playoffs	5/23-5/26	5 - 18" x 24"	5/23/2012	1, 2, 4, 44, 3	
	Dexter Lacrosse - Playoffs	5/23-5/26	5 - 18" x 24"	5/23/2012	1, 2, 4, 44, 3						

Location Listing: 1 - Baker/Main, 2 - Central/Mill, 3 - Dexter Ann Arbor/Copeland, 4 - Main/Alpine, 5 - Baker/Cemetery, 6 - Monument Park, 7 - Creekside, 8 - 7610 Dexter Ann Arbor, 9 - Peace Park, 10 - Dexter Ann Arbor/Limits, 11 - Cornerstone, 12 - Bates, 13 - 3443 Inverness, 14 - 7720 Ann Arbor Street, 15 - S. Main/Broad, 16 - N. Main/Broad, 17 - Edison/Ann Arbor Street, 18 - Dover/Fifth, 19 - Central/Fifth, 20 - Broad/Fifth, 21 - Mill Creek Middle School, 22 - Fourth/Inverness, 23 - Dexter Bakery, 24 - Lighthouse, 25 - Dexter Pharmacy, 26 - Warrior Creek Park Driveway, 27-Dexter Flowers, 28-Terry B's, 29-7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33-Lions Park, 35-Dexter Crossing Entrance, 36 - Dan Hoey/Dexter Ann Arbor, 37 - Dover/Main, 38 - Fourth/Central, 39 - Baker/Hudson, 40 - Inverness/Ann Arbor, 41 - Main/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



AGENDA 9-10-12
ITEM H-3

6300 C Street SW
P. O. Box 3265
Cedar Rapids, IA 52406
Fax: 319-790-1374

City of DEXTER
8140 Main Street
DEXTER, MI 48130

Notification of: Yellowbook's Ann Arbor, MI Directory

Dear To Whom It May Concern:

I am mailing information about our upcoming Yellowbook phone book delivery of the **Ann Arbor, MI** directory. During this time, DEXTER will see an increase in phone books in the curbside and drop point recycling containers. As you may already know, the Yellowbook is 100% recyclable. I just want to provide the city with advance notice of the deliveries and also contact information in case the city or your residents have any questions.

Below is the information regarding our upcoming delivery:

Directory –**Ann Arbor, MI**

Approximate Delivery Start Date –**11/13/2012**

Approximate Delivery End Date –**12/18/2012**

Yellowbook Market Manager –**Nathan Miller**

Yellowbook Market Manager Contact Number –**248-417-6864**

To order additional Yellowbook directories, please call **1-800-YB Yellow (1-800-929-3556)**. Your residents have the choice about future phone book directories. Residents can opt-out by visiting www.yellowpagesoptout.com and can learn more about recycling options at www.recycleyellowbook.com. The back of this letter features recycling and opt-out information that can be posted on your community information board.

Do not hesitate to contact the Market Manager with any questions or concerns. Feel free to forward or post this information.

Sincerely,
Kandi Floyd
Recycling Logistics Coordinator

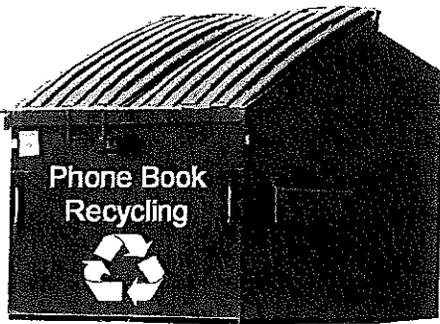


Your out-of-date Yellowbook is 100% recyclable

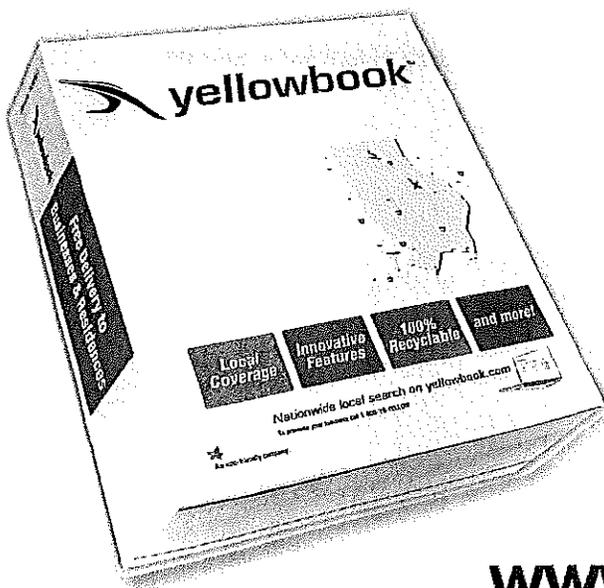


Did you know Yellowbooks are...

- made from recycled fiber, discarded wood chips & pulp
- printed with biodegradeable soy ink
- bound together with vegetable based glue
- a new eco-friendly 7" x 9" size using 33% less paper
- recycled into new phone books, made into cellulose insulation and used to make packaging such as boxes and containers



Learn more at www.recycleyellowbook.com



You can select which phone books you wish to receive

www.yellowpagesoptout.com

ITEM I-5

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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: September 5, 2012
**Re: Assistant Village Manager &
Village Manager Report - Meeting of September 10, 2012**

1. Meeting Review:

- August 21st – Parks & Rec Commission re:5H Dexter Coalition
- August 22nd – Rick Cedroni re:Mill Creek Park
- August 22nd – Bill Tupper re: 3045 Broad St. Property
- August 24th – Central Street Progress Meeting
- August 31st – Central Street Progress Meeting
- September 4th – Robert Black of MiOSHA see item #3 for detail
- September 5th – Kick-off meeting Headworks/Capacity Study
- September 5th – Dexter Relief Fund Meeting

2. Upcoming Meeting Review:

- September 6th – OHM 50th Anniversary Celebration
- September 6th – Arts Alliance Grant Workshop
- September 7th – Adam's Outdoor Advertising
- September 10th – OHM Project Update Meeting
- September 11th – 5H Dexter Coalition
- September 18th – HRWC Middle Huron Meeting

3. MiOSHA Random Visit. Dexter was randomly picked for an inspection. Robert Black, Senior Safety Officer inspected the DPW and Wastewater Treatment Facility on August 29th and 30th 2012. Staff met with Mr. Black on September 4th for a verbal review of his findings. Many of the issues have been addressed; training, reports, MSDS index, labeling, railing, equipment guards, etc. An inspection citation report will be issued the end of September. The equipment guards are being fabricated and installed so that these items will be addressed prior to receiving the report. A copy of the report along with the abatement update will be provided to Council.

4. Request to hang banner. Attached is a letter from the Publicity Committee for the Webster Fall Festival. For the past several years they have requested permission to hang a banner on the fence next to the fire department advertising their Fall Festival. This is another instance like the "Teal Ribbons" that we don't have a procedure for this type of request. With the village's rigorous sign ordinance requirements as well as the ongoing attention to signs in our community this type of request isn't in harmony with what we've come to expect. I am looking for Council feedback on the approach taken in the follow-up letter to this request.

5. 8050 Main Possible Restroom Project. I hope to have a layout for restrooms at 8050 Main Street and a preliminary cost estimate for the meeting on Monday night. Council needs to discuss the pros and cons of moving forward with a repurposing of this building.
6. Dexter-Pinckney/Island Lake Road Sidewalk Update. Fonson started the project on September 5th and plans to complete it by September 15th. Most of the work is being done in the Right of Way and little disruption of traffic is anticipated, but Fonson was directed to schedule any work that has the possibility of interrupting traffic to be planned for times other than the morning between 7 a.m. and 8:30 a.m.
7. 7905 Fourth Street Drainage Issue. Attached is a map with a description of the issue the resident at 7905 Fourth Street is having. Dan and Kurt met on site with Chris Donajkowski to evaluate how this could be corrected. The stormwater improvements completed on Fourth St. did not improve the situation on Dover. The 8' gravel shoulder, swale and catch basin are not capturing stormwater from Fourth Street before it makes its way to Dover Street and Mrs. Kerber's driveway and sidewalk area. Staff recommends grading and asphalt along the parking area on Fourth to help the water get into the swale and into the catch basin. We estimate approximately \$3,000 for the improvement. Improvements along Fourth Street could also be evaluated for a potential project for 2013.
8. New Employee. We received 15 resumes and have worked through an initial screening process. Preliminary phone interviews and reference checks are being conducted to narrow the field, with interview planned for the week of September 17th and 24th.
9. Insurance Services Office (ISO) Rating. Courtney attended a meeting between Dexter Area Fire Department Chief Yates and a representative from the ISO. The ISO investigates community's fire protection capabilities to establish a 1 to 10 rating. Currently the Village of Dexter is a 5. The ISO representative agreed that it is time to undergo a re-rating of the DAFD service area. The Village will be responsible for assisting with necessary hydrant testing. The results of the tests of the Village water system account for 40 of the 100 point scoring system for the Village rating. 10 points are given based on dispatch capabilities and 50 are based on the capabilities of the fire department. The re-rating evaluation is expected to begin the week of September 10.
10. 7651 Dan Hoey Farm House. Attached is a letter to Elaine Webb to determine if she is still interested in purchasing the farm house and giving her a deadline to provide a proposal to the Village.
11. Community Read Event. Attached is an email from Paul McCann outlining an upcoming Community Read Event.
12. Portable Pedestrian Signs. Alexander Kauffman a student at Dexter Community Schools contacted me on 9-4-12 and followed up with a letter (attached) to inquire if the portable pedestrian signs can be placed at the Baker Road School Crossing. I am following up with our Traffic Engineer to determine proper use of the signs and whether we need a Traffic Control Order.



**THE WEBSTER UNITED
CHURCH OF CHRIST**
5484 Webster Church Road
Dexter, Michigan 48130-9635

Rev. Curtiss Demars-Johnson
Pastor and Teacher
Office: (734) 426-5115

August 16th, 2012

Dear Dexter Village Council,

Saturday, September 22, 2012 is the date for this year's annual Webster Fall Festival which is sponsored by the Webster United Church of Christ and the Webster Township Historical Society.

As in the past years, we respectfully request permission to display a banner in downtown Dexter on the Fire Dept fence for two weeks prior to the festival. The banner is the same that we have used over the past few years. We can deliver the banner to the Fire Dept as we have in the past, when directed to do so by the village council.

We expect that our 31st annual Webster Fall Festival will be even more enjoyable for the community, and as in the past, we appreciate your assistance and cooperation.

Please address your reply to the undersigned.

Sincerely,

Diana Miller – dianalynnMiller@gmail.com
Publicity Committee - Webster Fall Festival
3694 West Greenook Dr.
Ann Arbor, MI, 48103
734-426-8240



VILLAGE OF DEXTER

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

August 29, 2012

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

Dan Schlaff
Public Services
Superintendent

Marie Sherry, CPFA
Treasurer/Finance
Director

Courtney Nicholls
Assistant Village
Manager

Allison Bishop, AICP
Community
Development
Manager

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DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www.
villageofdexter.org

Diana Miller
Publicity committee – Webster Fall Festival
3694 West Greenook Drive
Ann Arbor, MI 48103

Re: Request to Hang Banner on Fence

Dear Ms. Miller:

The Village received your request to display a banner in Downtown Dexter on the fence next to the Fire Department. The village has a very stringent sign ordinance and this type of request is making it more challenging to reconcile our sign ordinance with the needs of the public for signage.

The village installed banner poles for Main Street in an effort to regulate this activity as well as implemented thorough temporary banner requirements for commercial entities in the Village.

This will be the last year the village will allow the banner to be placed on the fence. Your Committee will need to work with our current banner requirements over Main Street or find another location for the current banner outside the Village.

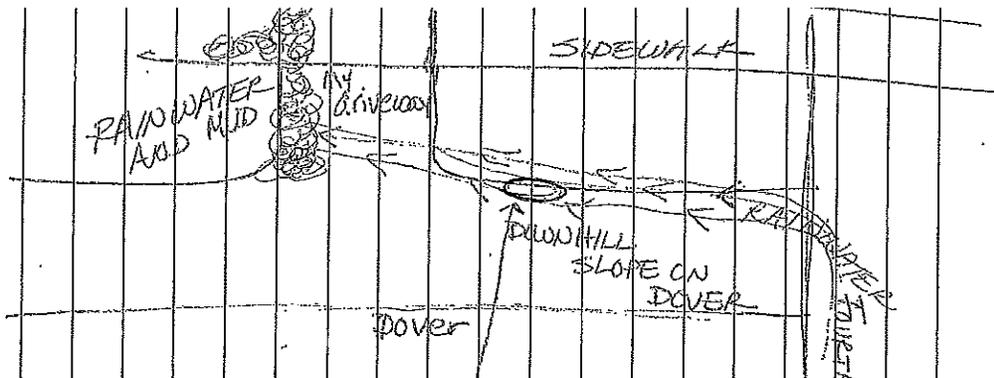
As a non-profit you also have the ability to request the placement of up to 5 temporary signs in the public right of way for up to 2 weeks prior to your event. Please review the village web site for additional information for temporary signs.
http://www.villageofdexter.org/zoning/documents/temp_sign_permit_public.pdf

You will need to install the banner on the fence and remove it. The fire department will not be installing and removing the banner for you. You can install it no sooner than the 9th of September and remove it promptly on the 22nd.

Sincerely,

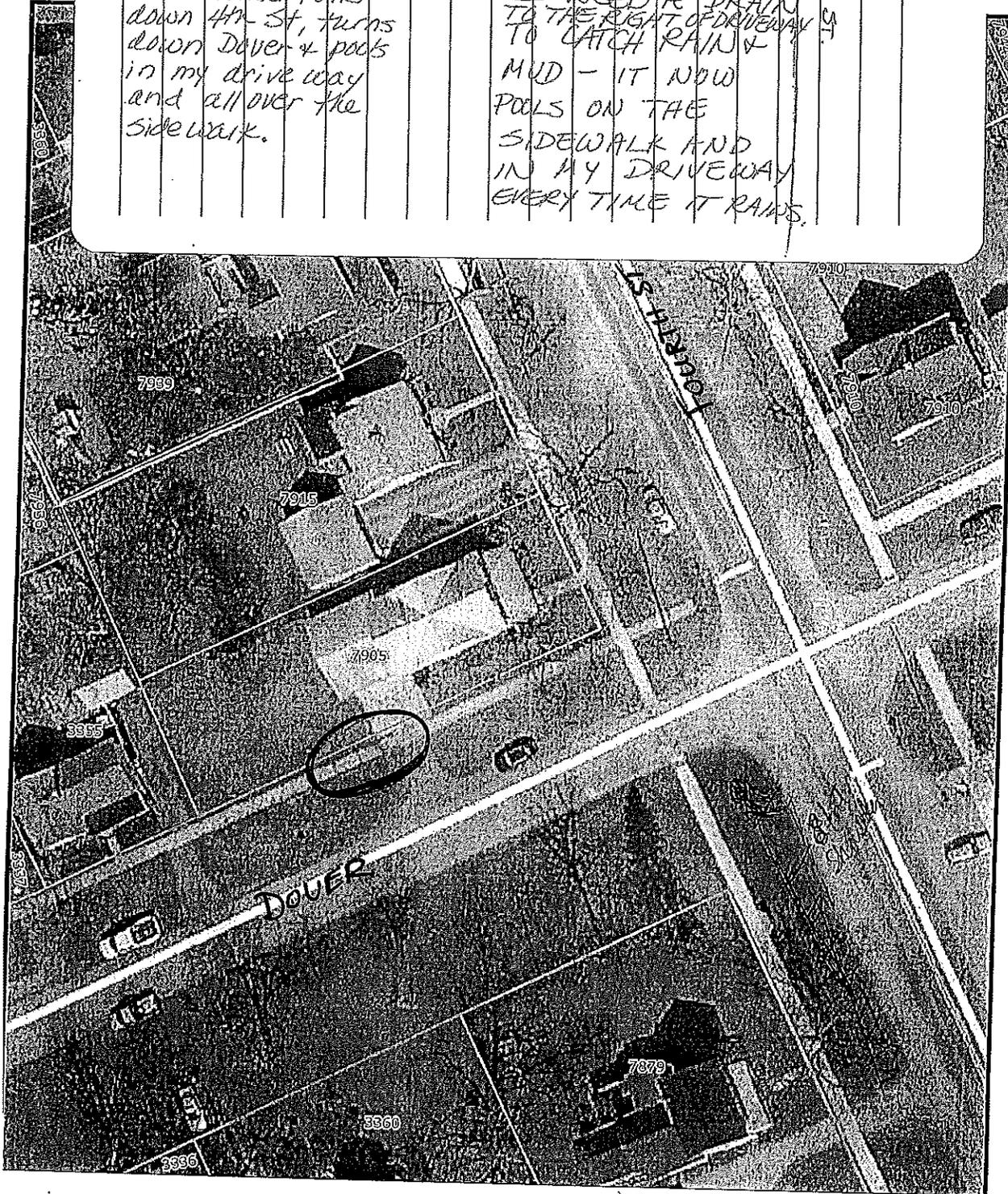

Donna Dettling
Village Manager

cc: Village Council



The rain water runs down 4th St, turns down Dover & pools in my drive way and all over the sidewalk.

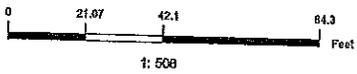
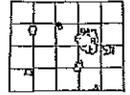
NEED A DRAIN TO THE RIGHT OF DRIVEWAY TO CATCH RAIN & MUD - IT NOW POOLS ON THE SIDEWALK AND IN MY DRIVEWAY EVERY TIME IT RAINS.



7905 Fourth Street

Carol Kerber 395-2258

© 2011 Washtenaw County



8/2/2012



NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "warranty of title". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734.222.6662.



VILLAGE OF DEXTER

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

Village Council

Shawn Keough
President

Ray Tell
President Pro-Tem

Jim Carson
Trustee

Paul Cousins
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Joe Semifero
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Allison Bishop, AICP
Community
Development
Manager

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www.
villageofdexter.org

August 31, 2012

Elaine Webb
42610 Ravine Lane
Northville, MI 48168

Re: 7651 Dan Hoey

Dear Elaine:

Please let me know if you are still developing a plan to purchase the House at 7651 Dan Hoey. The village would like to move forward with a demolition plan if you aren't interested in purchasing the home.

If you're still interested, please submit a proposal before September 17, 2012 for Village Council consideration.

Sincerely,


Donna Dettling
Village Manager

cc: Village Council

Email from Paul McCann
Wednesday, August 29, 2012

Dear Friends,

Join the Dexter District Library as we celebrate our first Community Read event. The Community Read is designed to bring library staff, readers, local teachers, business owners and other community members together to read and discuss one book to build a sense of community while promoting literacy. The Community Read is a partnership between Dexter District Library and Chelsea Wellness Foundation and also includes the towns of Stockbridge, Chelsea, Manchester and Grass Lake and is officially called the 5 Healthy Towns Community Read. Each library plans to highlight the Eat Better core element of the Five Healthy Towns Project.

In the spirit of collaboration, a committee from each of the five towns will be promoting this year's book - In Defense of Food by Michael Pollan -- contributing writer for The New York Times Magazine as well as a contributing editor at Harper's magazine. In Defense of Food is a celebration of food--real, proper, simple food --not the kind that comes in a package, or has lists of unpronounceable ingredients, or that makes nutritional claims about how healthy it is. The book is a simple invitation to rediscover the joys of eating well. By following a few pieces of advice--Eat food. Not Too Much. Mostly Plants.--you will enrich your life and your palate, and enlarge your sense of what it means to be healthy and happy.

Over 1500 copies of In Defense of Food are beginning to circulate among the five communities with the tag line Read it, Sign it, Share it to encourage everyone to read the book, sign the bookplate and pass it on to a neighbor or leave it in a public location. Four hundred fifty copies are being distributed in the Dexter area. After the Labor Day holiday, these pass-it-on books can be found at the Dexter District Library, Chelsea State Bank, The Cedars of Dexter, Dexter Township Hall, Dexter United Methodist Church, Foggy Bottom Coffee House, Jazzercise, Peace Lutheran Church, St. Andrews UCC, St. James Episcopal Church, Village Pharmacy and Webster Township Hall.

A Kick Off Event will be held on Saturday, Sept. 15 from 12 to 2pm at the Chelsea District Library. Leaders from all 5 Coalitions will be on hand and our goal will be to bring communities together in dialogue on the topic of wellness. Our kickoff will feature live music, a visit from food luminary Kim Bayer and food events for kids. Pick up your copy of In Defense of Food, sample delicious food and join members from all five healthy communities to promote health and wellness.

Programs developed around the 5 Healthy Towns Project theme, Eat Better and Michael Pollan's book, In Defense of Food will be hosted by each of the five communities throughout the fall. Visit the 5 Healthy Towns Community Read website at www.5hcommunityread.wordpress.com to find programs near you.

Sincerely,
Paul McCann

Paul McCann
Library Director
Phone: 734-426-4477
Fax: 734-426-1217

Dexter District Library
3255 Alpine St.
Dexter, MI 48130
www.dexter.lib.mi.us

Hi, I am Alexander Kauffman.

I go to school at Mill Creek Middle School. Last year I biked to school almost every day. I did this because it's good exercise, and because it's fun. Also I biked because I could get there a lot faster than riding a bus for an hour. But to get to school I would have to cross Baker Road. I would try to cross at the cross walk in between Creekside and Bates. I would wait at the cross walk until the cars would stop for me so I could cross safely. Even though it is a state law to stop, the problem was that the cars, and even buses, wouldn't stop. Even though the cross walk lights were flashing the traffic on the road acted like I wasn't there. One time in the winter I was waiting for 10 minutes with the cross walk lights flashing. This year I plan to do the same thing. This year I hope that cars will stop, but if nothing is changed then they won't.

I have seen the new cross walk on Shield road. I have used it and have biked to the High School using that cross walk. The way the lights rapidly blink when you press the button makes the cars stop, compared to the Baker road cross walk where the light blink slowly. If we could change the Baker road cross walk lights to the ones light at shield road cars will stop.

In the summer I bike downtown a lot. Down at Dairy Queen there is a cone in the middle of the road that says "State Law, Stop for walkers. If the school could not afford to replace the cross walk for a new and better one, the cones would work too.

Thank you for your consideration and help,

Alexander Kauffman.

Village President Report
September 10, 2012

AGENDA 9-10-12
ITEM I-6

Hello Residents and Fellow Council Members,

Here is a summary of my recent activities and some of my planned activities for the future:

Recent Activities

We continue to have open positions on the Arts, Culture & Heritage (ACH) committee and the Parks and Recreation Commission. I have a couple of people in mind that I am pursuing. I will continue to bring forward additional recommendations as I am able to find residents willing to serve.

August 24, 2012 - Groundbreaking Ceremony for the Dexter Wellness Center - The groundbreaking ceremony was well attended and the progress on the building can already be seen from Baker Road. This is going to be a great asset to the community to use and enjoy. I would like to extend many thanks to the Chelsea Wellness Foundation and AR Brouwer for their work to bring this project to Dexter.

September 4, 2012 - I received a call from Supervisor Pat Kelly of Dexter Township. The Township is reviewing a plan for 16 Outdoor Warning Sirens to cover the Township. There is one planned for the southeast corner of Dexter Township near Wylie and Island Lake Road that the Township is currently debating. Pending a discussion and direction from her Board, Supervisor Kelly may ask if the Village wants to participate in the purchase cost of the siren closest to the Village, since portions of the Village will benefit by being within range of the siren.

Future Activities

September 5, 2012 - Website Committee Meeting - a meeting is planned at 4 pm.

September 6, 2012 - OHM's 50th Anniversary Party - I have been invited as both a client and as a co-member of the civil engineering profession. OHM has represented the Village as our engineering consultant very well over the years and I plan to attend and thank them.

September 7, 2012 - Representatives from Adam's Outdoor Advertising contacted the Village and have requested a brief meeting to introduce a new member of their team. Donna Dettling and I will be meeting this new representative.

September 10, 2012 - Village Council Meeting

September 12, 2012 - Regional Fire Department Committee meeting - 8:30 am at Scio Twp offices

September 13, 2012 - Huron River Watershed Council Fundraiser - Suds on the River

September 20, 2012 - Village of Dexter Downtown Development Authority meeting

September 24, 2012 - Village Council Meeting

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

Shawn Keough, Village President
skeough@villageofdexter.org
(313) 363-1434 (cell)

User: erin

DB: Dexter

EXP CHECK RUN DATES 09/05/2012 - 09/05/2012

JOURNALIZED PAID

BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. 7TH RULE ACCOUNTING	212.00		
2. ABSOLUTE COMPUTER SERVICES	70.00		
3. BANDIT INDUSTRIES, INC.	48.66		
4. BARRETT PAVING MATERIALS INC	141.36		
5. BEDIENT CONSTRUCTION INC	19,900.00		
6. BEN FORGEY	200.00		
7. BOULLION SALES	10,185.50		
8. BRIAN FERRIBY	200.00		
9. COMCAST	72.28		
10. CONCORD EXCAVATING & GRADING INC	201,948.78		
11. CRITTER CONTROL OF ANN ARBOR	139.00		
12. DEXTER AREA FIRE DEPARTMENT	109,754.00		
13. DTE ENERGY	8,248.11		
14. DTE ENERGY--STREET LIGHTING	6,210.10		
15. DYKEMA GOSSETT PLLC	936.00		
16. GRISSOM JANITORIAL	320.00		
17. HERITAGE NEWSPAPERS	153.00		
18. KLAPPERICH WELDING	390.00		
19. LA FONTAINE	253.30		
20. LESSORS WELDING SUPPLY	43.70		
21. L-N-J LANDSCAPING AND LAWN CARE	4,475.00		
22. LOWE'S BUSINESS ACCOUNT	162.14		
23. MCNAUGHTON-MCKAY	168.00		
24. MICHAEL JONES	200.00		
25. NATIONAL HIGHWAY MAINTENANCE SYSTEM	4,173.16		
26. NICE RINK	685.27		
27. PNC	1,767.35		
28. RICK DETROYER	200.00		
29. ROBERT & CAROL BREUNINGER	2,250.00		
30. SAFETY SUPPLY SOLUTIONS, INC	135.10		
31. SKY CREATIVE	97.50		
32. STATE OF MICHIGAN	660.00		
33. TRACTOR SUPPLY CREDIT PLAN	53.95		
34. TWISTED FISH GALLERY	2,850.00		
35. US BANK CORPORATE TRUST	117,875.00		
36. VARNUM, RIDDERING, SCHMIDT	153.40		
37. WASHTENAW COUNTY SOIL EROSION	65.00		
38. WASHTENAW COUNTY TREASURER	37,648.75		
TOTAL ALL CLAIMS	533,045.41		

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 101 GENERAL FUND						
Dept 101.000 VILLAGE COUNCIL						
101-101.000-959.000	ARTS, CULTURE & HERITAGE	BEN FORGEY	ARTWORK	09/04/12	09/05/12	200.00
101-101.000-959.000	ARTS, CULTURE & HERITAGE	BRIAN FERRIBY	ARTWORK	09/04/12	09/05/12	200.00
101-101.000-959.000	ARTS, CULTURE & HERITAGE	MICHAEL JONES	ARTWORK	09/04/12	09/05/12	200.00
101-101.000-959.000	ARTS, CULTURE & HERITAGE	PNC	ART & CULTURE	09/04/12X	09/05/12	42.00
101-101.000-959.000	ARTS, CULTURE & HERITAGE	RICK DETROYER	ARTWORK	09/04/12	09/05/12	200.00
101-101.000-959.000	ARTS, CULTURE & HERITAGE	SKY CREATIVE	SONGS, SLAMS & SMORES	09/05/12	09/05/12	97.50
101-101.000-959.000	ARTS, CULTURE & HERITAGE	TWISTED FISH GALLERY	ARTWORK	09/05/12	09/05/12	2,850.00
			Total For Dept 101.000 VILLAGE COUNCIL			3,789.50
Dept 201.000 FINANCE DEPARTMENT						
101-201.000-802.000	PROFESSIONAL SERVICES	7TH RULE ACCOUNTING		692	09/05/12	212.00
			Total For Dept 201.000 FINANCE DEPARTMENT			212.00
Dept 210.000 ATTORNEY						
101-210.000-810.000	ATTORNEY FEES	DYKEMA GOSSETT PLLC	LEGAL FEES	1470066	09/05/12	936.00
			Total For Dept 210.000 ATTORNEY			936.00
Dept 215.000 VILLAGE CLERK						
101-215.000-901.000	PRINTING & PUBLISHING	HERITAGE NEWSPAPERS	LEGALS	09/04/12	09/05/12	81.00
			Total For Dept 215.000 VILLAGE CLERK			81.00
Dept 265.000 BUILDINGS & GROUNDS						
101-265.000-920.000	UTILITIES	DTE ENERGY	AUGUST USAGE	09/04/12	09/05/12	13.00
101-265.000-935.001		GRISSOM JANITORIAL	AUGUST SERVICE	220	09/05/12	320.00
101-265.000-937.000	EQUIPMENT MAINTENANCE &	ABSOLUTE COMPUTER SER	MARIE'S WORKSTATION	09/04/12	09/05/12	70.00
			Total For Dept 265.000 BUILDINGS & GROUNDS			403.00
Dept 301.000 LAW ENFORCEMENT						
101-301.000-807.001	DCS OFFICER & CROSSING G	WASHTEENAW COUNTY TREA	LAW ENFORCEMENT	21590	09/05/12	37,648.75
101-301.000-920.000	UTILITIES	DTE ENERGY	AUGUST USAGE	09/04/12	09/05/12	267.20
			Total For Dept 301.000 LAW ENFORCEMENT			37,915.95
Dept 336.000 FIRE DEPARTMENT						
101-336.000-807.000	CONTRACTED PUBLIC SAFETY	DEXTER AREA FIRE DEPA	THIRD QUARTER	09/04/12	09/05/12	109,754.00
101-336.000-920.000	UTILITIES	DTE ENERGY	AUGUST USAGE	09/04/12	09/05/12	334.00
			Total For Dept 336.000 FIRE DEPARTMENT			110,088.00
Dept 400.000 PLANNING DEPARTMENT						
101-400.000-901.000	PRINTING & PUBLISHING	HERITAGE NEWSPAPERS	LEGALS	09/04/12	09/05/12	36.00
			Total For Dept 400.000 PLANNING DEPARTMENT			36.00
Dept 410.000 ZONING BOARD OF APPEALS						
101-410.000-901.000	PRINTING & PUBLISHING	HERITAGE NEWSPAPERS	LEGALS	09/04/12	09/05/12	36.00
			Total For Dept 410.000 ZONING BOARD OF APPEALS			36.00
Dept 441.000 DEPARTMENT OF PUBLIC WORKS						
101-441.000-740.000	OPERATING SUPPLIES	LESSORS WELDING SUPPL	SUPPLIES	09/04/12	09/05/12	43.70
101-441.000-740.000	OPERATING SUPPLIES	LOWE'S BUSINESS ACCOU	MAINTENANCE	09/04/12	09/05/12	162.14
101-441.000-920.000	UTILITIES	DTE ENERGY	AUGUST USAGE	09/04/12	09/05/12	1,004.50
			Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK			1,210.34

User: erin
Dexter

EXP CHECK RUN DATES 09/05/2012 - 09/05/2012
JOURNALIZED OPEN AND PAID
BANK CODE: POOL

30

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 442.000 DOWNTOWN PUBLIC WORKS							
101-442.000-740.000 OPERATING SUPPLIES		MCKAY	SUPPLIES	12223515-00	09/05/12	168.00	38717
101-442.000-920.000 UTILITIES		DTE ENERGY	AUGUST USAGE	09/04/12	09/05/12	35.00	38707
			Total For Dept 442.000 DOWNTOWN PUBLIC WORKS			203.00	
Dept 448.000 MUNICIPAL STREET LIGHTS							
101-448.000-920.003 UTILITIES - STREET LIGHT		DTE ENERGY-STREET LIG	STREETLIGHTS	09/04/12	09/05/12	6,210.10	38708
			Total For Dept 448.000 MUNICIPAL STREET LIGHTS			6,210.10	
Dept 528.000 SOLID WASTE							
101-528.000-806.000 CONTRACTED COMPOSTING		ROBERT & CAROL BREUNI	OCT 2012 PAYMENT	09/04/12	09/05/12	2,250.00	38723
			Total For Dept 528.000 SOLID WASTE			2,250.00	
Dept 751.000 PARKS & RECREATION							
101-751.000-732.000 ICE RINK SUPPLIES		NICE RINK		145223	09/05/12	685.27	38720
101-751.000-901.000 PRINTING & PUBLISHING		PNC	PARK SIGNS	09/04/12	09/05/12	1,695.00	38721
101-751.000-937.000 EQUIPMENT MAINTENANCE &		L-N-J LANDSCAPING AND	PLAYGROUND BORDER PROJECT	09/04/12	09/05/12	2,900.00	38713
101-751.000-937.000 EQUIPMENT MAINTENANCE &		SAFETY SUPPLY Solutio	SIGN	1637	09/05/12	135.10	38724
101-751.000-955.000 MISCELLANEOUS		CRITTER CONTROL OF AN	WOODCHUCK	21542	09/05/12	139.00	38705
101-751.000-977.000 EQUIPMENT		L-N-J LANDSCAPING AND	PLAYGROUND BORDER PROJECT	09/04/12	09/05/12	1,575.00	38713
			Total For Dept 751.000 PARKS & RECREATION			7,129.37	
Fund 202 MAJOR STREETS FUND							
Dept 445.000 STORMWATER							
202-445.000-740.000 OPERATING SUPPLIES		KLAPPERICH WELDING	GRATES	411	09/05/12	390.00	38712
			Total For Dept 445.000 STORMWATER			390.00	
Dept 451.000 CONTRACTED ROAD CONSTRUCTION							
202-451.000-974.009 CENTRAL STREET PROJECT		CONCORD EXCAVATING &	CENTRAL ST PHASE 1	09/04/12	09/05/12	201,948.78	38704
			Total For Dept 451.000 CONTRACTED ROAD CONSTRUCT			201,948.78	
Dept 463.000 ROUTINE MAINTENANCE							
202-463.000-803.002 PAVEMENT MANAGEMENT		BARRETT PAVING MATERI	STREETS	137617	09/05/12	141.36	38698
202-463.000-803.002 PAVEMENT MANAGEMENT		NATIONAL HIGHWAY MAIN	STREETS	7345	09/05/12	2,069.08	38719
			Total For Dept 463.000 ROUTINE MAINTENANCE			2,210.44	
Fund 203 LOCAL STREETS FUND							
Dept 445.000 STORMWATER							
203-445.000-803.000 CONTRACTED SERVICES		BEDIENT CONSTRUCTION	DETENTION BASIN	12971	09/05/12	19,900.00	38699
			Total For Dept 445.000 STORMWATER			19,900.00	
Dept 463.000 ROUTINE MAINTENANCE							
203-463.000-803.002 PAVEMENT MANAGEMENT		NATIONAL HIGHWAY MAIN	STREETS	7345	09/05/12	2,104.08	38719
			Total For Dept 463.000 ROUTINE MAINTENANCE			2,104.08	
Fund 303 STREETSCAPE DEBT SERVICE FUND							
			Total For Fund 203 LOCAL STREETS FUND			22,004.08	

User: erin
DB: Dexter

EXP CHECK RUN DATES 09/05/2012 - 09/05/2012
JOURNALIZED OPEN AND PAID
BANK CODE: POOL

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 303 STREETScape DEPT SERVICE FUND						
Dept 570.000 STREETScape						
303-570.000-990.002 '98 STREETScape SPEC ASS		US BANK CORPORATE TRU	SPECIAL ASSESSMENT	09/05/12X	09/05/12	60,000.00
303-570.000-991.002 STREETScape SPECIAL ASSE		US BANK CORPORATE TRU	SPECIAL ASSESSMENT	09/05/12X	09/05/12	1,500.00
	Total For Dept 570.000 STREETScape					61,500.00
	Total For Fund 303 STREETScape DEBT SERVICE FUND					61,500.00
Fund 402 EQUIPMENT REPLACEMENT FUND						
Dept 441.000 DEPARTMENT OF PUBLIC WORKS						
402-441.000-939.000 VEHICLE MAINTENANCE & RE		BANDIT INDUSTRIES, IN	FREIGHT CHARGE	463805	09/05/12	48.66
402-441.000-939.000 VEHICLE MAINTENANCE & RE		BOULLION SALES	MAINTENANCE	222781	09/05/12	7.50
402-441.000-939.000 VEHICLE MAINTENANCE & RE		BOULLION SALES	MAINTENANCE	222783	09/05/12	0.40
402-441.000-939.000 VEHICLE MAINTENANCE & RE		LA FONTAINE	MAINTENANCE	09/04/12	09/05/12	253.30
402-441.000-939.000 VEHICLE MAINTENANCE & RE		TRACTOR SUPPLY CREDIT DPW		09/05/12	09/05/12	53.95
	Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK					363.81
Dept 903.000 CAPITAL IMPROVEMENTS-VEHICLES						
402-903.000-981.000 VEHICLES		BOULLION SALES	MAINTENANCE	2222785	09/05/12	10,158.00
	Total For Dept 903.000 CAPITAL IMPROVEMENTS-VEHI					10,158.00
Fund 405 MILL CREEK PARK PROJECT FUND						
Dept 901.000 CAPITAL IMPROVEMENTS						
405-901.000-830.000 ENGINEERING CONSULTING		WASHTENAW COUNTY SOIL	MILL CREEK PARK	1100043-82012	09/05/12	65.00
	Total For Dept 901.000 CAPITAL IMPROVEMENTS					65.00
Fund 590 SEWER ENTERPRISE FUND						
Dept 248.000 ADMINISTRATION						
590-248.000-811.000 ATTORNEY FEES - MISCELLA		VARNUM, RIDDERING, SC	LEGAL SERVICE	089084	09/05/12	153.40
	Total For Dept 248.000 ADMINISTRATION					153.40
Dept 548.000 SEWER UTILITIES DEPARTMENT						
590-548.000-728.000 POSTAGE		PNC	MAILING	09/04/2012XX	09/05/12	17.40
590-548.000-740.000 OPERATING SUPPLIES		BOULLION SALES	MAINTENANCE	222601	09/05/12	19.60
590-548.000-802.000 PROFESSIONAL SERVICES		STATE OF MICHIGAN	POST CLOSING FEE	09/03/12	09/05/12	660.00
590-548.000-920.000 UTILITIES		COMCAST	WWTP	09/04/12	09/05/12	36.14
590-548.000-920.000 UTILITIES		DTE ENERGY	AUGUST USAGE	09/04/12	09/05/12	4,931.41
	Total For Dept 548.000 SEWER UTILITIES DEPARTMENT					5,664.55
Fund 591 WATER ENTERPRISE FUND						
Dept 556.000 WATER UTILITIES DEPARTMENT						
591-556.000-728.000 POSTAGE		PNC	MAILING	09/04/12XXXX	09/05/12	12.95
591-556.000-920.000 UTILITIES		COMCAST	WWTP	09/04/12	09/05/12	36.14
591-556.000-920.000 UTILITIES		DTE ENERGY	AUGUST USAGE	09/04/12	09/05/12	1,663.00
	Total For Dept 556.000 WATER UTILITIES DEPARTMENT					1,712.09

User: erin
By: Dexter

EXP CHECK RUN DATES 09/05/2012 - 09/05/2012
JOURNALIZED OPEN AND PAID
BANK CODE: POOL

32

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check	
Fund 591	WATER ENTERPRISE FUND							
Dept 850.000	LONG-TERM DEBT							
591-850.000-995.004	1998 WATER BOND PROJECT	US BANK CORPORATE TRU	1998 WATER BOND	09/05/12	09/05/12	56,375.00	38728	
			Total For Dept 850.000 LONG-TERM DEBT			56,375.00		
			Total For Fund 591 WATER ENTERPRISE FUND			58,087.09		
Fund Totals:								
	Fund 101	GENERAL FUND				170,500.26		
	Fund 202	MAJOR STREETS FUND				204,549.22		
	Fund 203	LOCAL STREETS FUND				22,004.08		
	Fund 303	STREETSCAPE DEBT SERVICE FU				61,500.00		
	Fund 402	EQUIPMENT REPLACEMENT FUND				10,521.81		
	Fund 405	MILL CREEK PARK PROJECT FUN				65.00		
	Fund 590	SEWER ENTERPRISE FUND				5,817.95		
	Fund 591	WATER ENTERPRISE FUND				58,087.09		
Total For All Funds:							533,045.41	



VILLAGE OF DEXTER-PARKS COMMISSION
8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-6614

Date Received: 6-18-12
Receipt #: N/A

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

EVENT: Dexter High School Homecoming EVENT DATES/TIMES: Oct. 5, 2012

EVENT LOCATION: Downtown Dexter

Applicant/Sponsoring Party Mollie Sharrar - DHS Phone/Email 734-274-1027
sharrarm@dexterschools.org

Primary Contact Mollie Sharrar Phone/Email 734-424-4240 x7002
734-223-2416

Secondary Contact Ken Koenig Phone/Email 734-424-4240 x7003

Address (City, State, Zip) 2200 N. Parker Rd., Dexter, MI 48130

Event Description: Homecoming Parade

TYPE OF EVENT (Check all that apply)

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

FEES

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

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

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

INSTRUCTIONS AND REQUIREMENTS FOR APPLICATION

1. Application must be filed, and complete, at least 3 weeks prior to scheduled event (Includes administrative approval).
2. Village Services - Provide information on the requested village services, i.e. barricades, detour signs, etc.
3. Road Closure Applications - A complete diagram/map/routes for events and road closures must include distances, schedule, etc. Sheriff's Dept. and Fire Dept. approvals are required for road closures. Contracts and authorizations will be required prior to permit approval. This can take up to 3 weeks, please plan accordingly. Upon approval by both departments obtain signatures below. Road Closures require that the

applicant notify all residents/businesses affected by the closure. Notification must be completed a minimum of 2 weeks prior to the event. Please indicate on the permit the date in which notification will be completed.
DATE COMPLETED: _____

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


DAFFD Signature

8-29-12
Date

Cpl. Jeremy Hildner
WCSD Signature

8/28/2012
Date

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

4. Insurance --

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

5. Hold Harmless/Indemnification Waiver (below) must be signed and dated by the sponsoring party and/or representative.
6. Signage - On site and off site signage is permitted with approval. See *Temporary Sign Permit*.
7. Loading and Unloading - NOT permitted within parks unless permission is specifically granted. If loading and unloading is required temporary road closures may be arranged.
8. Waste Management - Upon completion of the event, the sponsors are responsible for removal of all equipment brought to the site, and for returning the site to the same condition as prior to the event. Arrangements should be made with Waste Management for trash disposal: (800) 796-9696.
9. Publication Methods - Please circle all that apply: (Village event calendar, village newsletter, Dexter Leader, Chamber Newsletter, Flyers, Brochures, Banners, Others _____)
10. Waiver - The event sponsor may petition the Village in writing for a waiver of one or more of the rules, policies or fees in this document. Upon receipt of the written request, if it appears to Village Manager or their designee that one or more of the rules, policies or fees creates an unnecessary hardship, not created by action of the event sponsor, or that a genuine hardship exists because of the unusual circumstances with regard to the particular activity, such requirement or requirements may be waived at the discretion of the Village Manager or their designee and consent of the Village Council.

TERMS OF USE

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

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

HOLD HARMLESS AGREEMENT

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

Date 10-18-12 Signed Yvette Oshoran

FOR OFFICE USE ONLY

Approved/Denied on _____ By: _____ Title: _____

Approval Granted with the following conditions: _____

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

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

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

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

Donna Dettling . 2011 route proposed again for 2012

From: Beth Gleske [gleskeb@ewashfenaw.org]
 Sent: Wednesday, September 28, 2011 9:36 AM
 To: Jeremy Hilobuk; Donna Dettling; Courtney Nicholls; 'Daniel Lal'; 'Sean Dalton'; 'daltons@heritage.com'
 Subject: NOTICE OF ROAD CLOSURES DEXTER VILLAGE FRIDAY SEPTEMBER 30TH, 2011
 Buck, Donna, Courtney, Daniel and Sean;

Below is some correspondence which can be published to assist with notifying the public about the road closures for the Homecoming Parade.

Due to the Homecoming Parade on Friday ^{Oct. 5th} ~~September 30th~~ the following road closures and alternate routes will be in place:

Main St between Dexter Chelsea and Baker Road will be closed beginning at 1:40 pm until the conclusion of the parade.

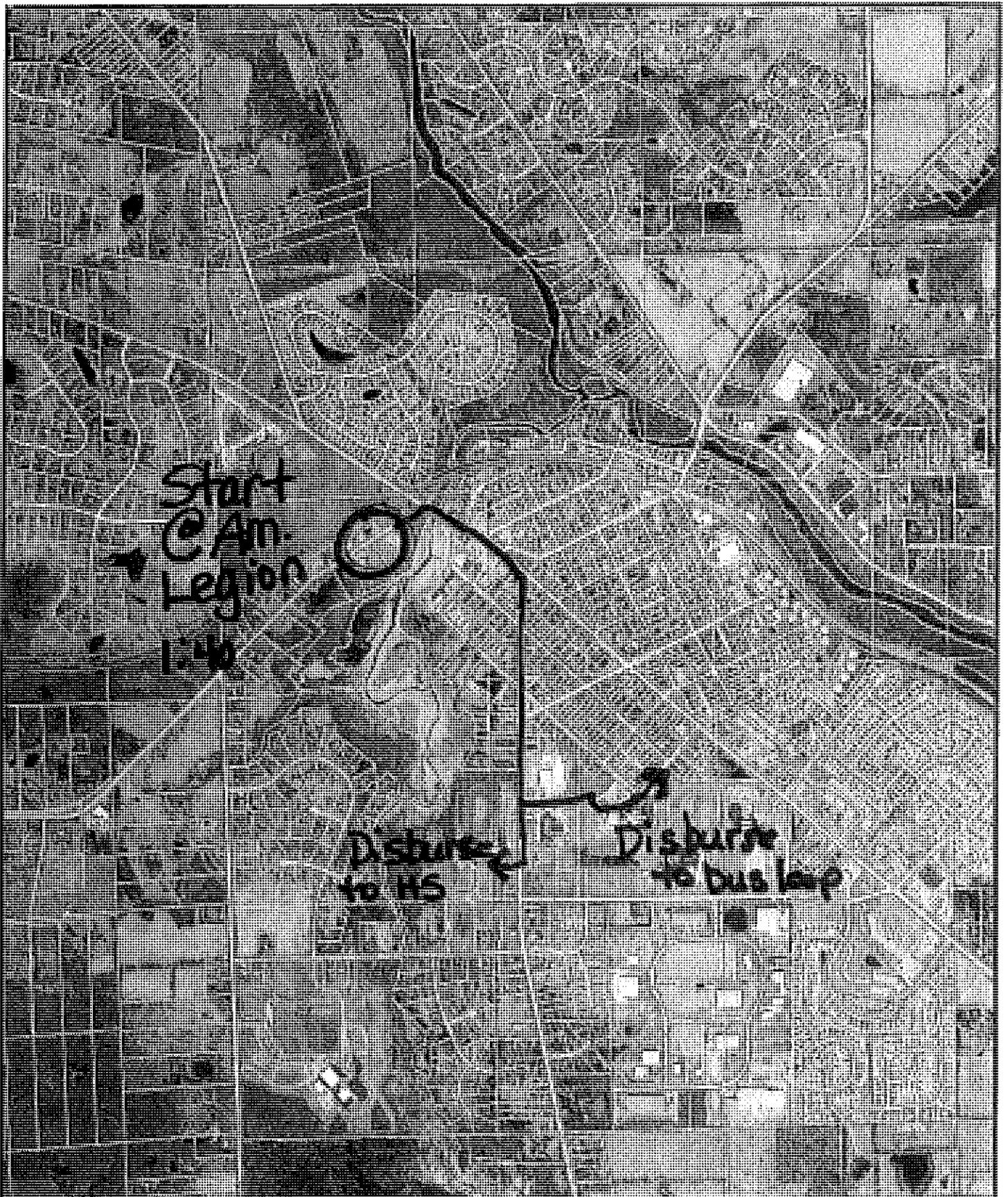
- This includes the intersections, side streets and parking lots with entrances onto Main Street.

Baker Rd between Main Street and Dan Hoey Road will be closed beginning at 1:45 pm until the conclusion of the parade.

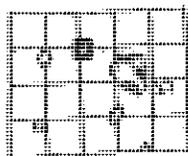
- This includes the intersections, side streets, alley ways and parking lots with entrances onto Baker Road.

The use of the following roadways are recommended Dan Hoey, Shield and Parker.

Sgt Gleske



Parade Route 2011



NOT RESPONSIBLE FOR ANY AND ALL INJURIES.

The information contained herein is provided for informational purposes only and does not constitute an offer of insurance or any other financial product. The information is not intended to be used as a basis for any investment decision. Please consult your financial advisor for more information.

AGENDA 9-10-12
ITEM K-1 + 

VILLAGE OF DEXTER

cnicholls@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: Council Members
From: President Keough and Courtney Nicholls, Assistant Village Manager
Date: September 4, 2012
Re: Local Governing Body Resolution for Charitable Gaming Licenses

September 10, 2012 Update:

These two items were postponed at the August 27, 2012 Council meeting. As requested by Council, Brad Jones, Secretary of True Pursuit and Lee Ferris, Treasurer of Dexter Youth Football League will be attending the meeting to answer questions about their organizations.

Information from August 27, 2012 Memo:

Over the past month, the Village has been contacted by two non-profit organizations, True Pursuit and Dexter Youth Football League, which are interested in holding their own charitable gaming events to raise funds for their organization. In order to do this, they need to apply to the State of Michigan for a license. As part of the application process to the State, they need a resolution from the local governing body where the organization resides.

Attached is a copy of the resolution that will be completed for each organization, a copy of each organization's 501c3 (non-profit) determination letter from the Internal Revenue Service and their most recent income tax filing.



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
 adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
 meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)



LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

Please allow at least 8 weeks for the qualification process.

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a bingo, millionaire party, raffle, or charity game. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.
2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.
3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c)

OR

copies of one bank statement per year for the previous five years, excluding the current year.

4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets, and real and personal property will revert:
 - A. If exempt under 501(c)3, to another 501(c)3 organization.
 - B. If not exempt under 501(c)3, to the local government.
5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).
7. A provision in the bylaws, constitution, or Articles of Incorporation indicating the organization will remain nonprofit forever.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call our office at (517) 335-5780.

Act 382 of the Public Acts of 1972, as amended, defines a local civic organization as an organization "that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property shall revert to the benefit of the local governmental subdivision that granted the resolution upon dissolution of the organization."

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 03 2005

TRUE PURSUIT INC
C/O PETER EMHOFF
7233 DEXTER-ANN ARBOR RD
DEXTER, MI 48130

Employer Identification Number:
04-3825482
DLN:
17053285018005
Contact Person:
ZENIA LUK ID# 31522
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
YES
Effective Date of Exemption:
AUGUST 26, 2005
Contribution Deductibility:
YES
Advance Ruling Ending Date:
DECEMBER 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

Letter 1045 (DO/CG)

TRUE PURSUIT INC

Sincerely,

A handwritten signature in cursive script, appearing to read "Lois G. Lerner".

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Letter 1045 (DO/CG)

Short Form Return of Organization Exempt From Income Tax

2011

Open to Public Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code
(except black lung benefit trust or private foundation)

▶ Sponsoring organizations of donor advised funds, organizations that operate one or more hospital facilities, and certain controlling organizations as defined in section 512(b)(13) must file Form 990 (see instructions).
All other organizations with gross receipts less than \$200,000 and total assets less than \$500,000 at the end of the year may use this form.

Department of the Treasury
Internal Revenue Service

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2011 calendar year, or tax year beginning _____, 2011, and ending _____, 20

B Check if applicable:

<input type="checkbox"/> Address change	C Name of organization True Pursuit, Inc.	D Employer identification number 04-3825482
<input type="checkbox"/> Name change	Number and street (or P.O. box, if mail is not delivered to street address) Room/suite	E Telephone number 734-426-9001
<input type="checkbox"/> Initial return	7233 Dexter Ann Arbor Rd.	F Group Exemption Number ▶
<input type="checkbox"/> Terminated	City or town, state or country, and ZIP + 4 Dexter, Michigan 48130	
<input type="checkbox"/> Amended return	G Accounting Method: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual Other (specify) ▶ _____	
<input type="checkbox"/> Application pending	H Check <input type="checkbox"/> if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).	

I Website: ▶ www.truepursuit.org

J Tax-exempt status (check only one) — 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

K Check if the organization is not a section 509(a)(3) supporting organization or a section 527 organization and its gross receipts are normally not more than \$50,000. A Form 990-EZ or Form 990 return is not required though Form 990-N (e-postcard) may be required (see instructions). But if the organization chooses to file a return, be sure to file a complete return.

L Add lines 5b, 6c, and 7b, to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, line 25, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$ 86,671

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I.)
Check if the organization used Schedule O to respond to any question in this Part I

	Description	Line	Amount
Revenue	1 Contributions, gifts, grants, and similar amounts received	1	78,458
	2 Program service revenue including government fees and contracts	2	8,213
	3 Membership dues and assessments	3	
	4 Investment income	4	
	5a Gross amount from sale of assets other than inventory	5a	
	b Less: cost or other basis and sales expenses	5b	
	c Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	
	6 Gaming and fundraising events		
	a Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
	b Gross income from fundraising events (not including \$ _____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	
c Less: direct expenses from gaming and fundraising events	6c		
d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d		
7a Gross sales of inventory, less returns and allowances	7a		
b Less: cost of goods sold	7b		
c Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c		
8 Other revenue (describe in Schedule O)	8		
9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶	9	86,671	
Expenses	10 Grants and similar amounts paid (list in Schedule O)	10	
	11 Benefits paid to or for members	11	
	12 Salaries, other compensation, and employee benefits	12	70,709
	13 Professional fees and other payments to independent contractors	13	
	14 Occupancy, rent, utilities, and maintenance	14	
	15 Printing, publications, postage, and shipping	15	
	16 Other expenses (describe in Schedule O)	16	19,797
17 Total expenses. Add lines 10 through 16 ▶	17	90,506	
Net Assets	18 Excess or (deficit) for the year (Subtract line 17 from line 9)	18	(3,835)
	19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	13,436
	20 Other changes in net assets or fund balances (explain in Schedule O)	20	
	21 Net assets or fund balances at end of year. Combine lines 18 through 20 ▶	21	9,601

Part II Balance Sheets. (see the instructions for Part II.)

Check if the organization used Schedule O to respond to any question in this Part II

	(A) Beginning of year	(B) End of year
22 Cash, savings, and investments	13,436	22 9,601
23 Land and buildings		23
24 Other assets (describe in Schedule O)		24
25 Total assets	13,436	25 9,601
26 Total liabilities (describe in Schedule O)		26
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	13,436	27 9,601

Part III Statement of Program Service Accomplishments (see the instructions for Part III.)

Check if the organization used Schedule O to respond to any question in this Part III

What is the organization's primary exempt purpose? _____

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses
(Required for section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts; optional for others.)

28 The organization ministered to over 40 men individually and various groups totalling up to 25 men. Staff met with these men to help them deepen their Christian faith and to mentor them through personal challenges. Mr. Emhoff also spoke at various conferences and retreats. This work is ongoing. (Grants \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>	28a	5,161
29 The organization sponsored and presented a men's weekend retreat in April 2011. This was the fourth annual retreat presented by the organization. The retreat was attended by 48 men, including 13 volunteer staff. It is expected that the organization will continue to offer retreats. (Grants \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>	29a	9,431
30 _____ (Grants \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>	30a	
31 Other program services (describe in Schedule O) _____ (Grants \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>	31a	
32 Total program service expenses (add lines 28a through 31a)	32	14,592

Part IV List of Officers, Directors, Trustees, and Key Employees. List each one even if not compensated. (see the instructions for Part IV.)

Check if the organization used Schedule O to respond to any question in this Part IV

(a) Name and address	(b) Title and average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
Peter Emhoff 7233 Dexter Ann Arbor Rd., Dexter MI 48130	President, Director 40 hrs	59,381*	11,328	0
Patrick Davidson 32483 Allen Court, Livonia MI 48154	Director, 0.5 hr	0	0	0
Jeffrey L. Emhoff 4743 West Lake Rd., Cazenovia NY 13055	Director, 0.5 hr	0	0	0
Matthew Emhoff 7233 Dexter Ann Arbor Rd., Dexter MI 48130	Director, 0.5 hr	0	0	0
Mark Freier 3411 Kneeland Circle, Howell MI 48843	Director, 0.5 hr	0	0	0
* Bradley S. Jones 6878 Park Rd., Ann Arbor MI 48103	Secretary, Director, 0.5 hr	0	0	0
W. Ross Martin 5180 Zeeb Rd., Dexter MI 48130	Treasurer, Director, 1 hr	0	0	0
Paul Zissler 6015 Dexter Townhall Rd., Dexter MI 48130	Director, 0.5 hr	0	0	0
* Note: Amount includes \$4,188 of payroll taxes.				

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V [X]

33 Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O
34 Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions)
35a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?
35b If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O
35c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N
37a Enter amount of political expenditures, direct or indirect, as described in the instructions.
37b Did the organization file Form 1120-POL for this year?
38a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?
38b If "Yes," complete Schedule L, Part II and enter the total amount involved
39 Section 501(c)(7) organizations. Enter:
39a Initiation fees and capital contributions included on line 9
39b Gross receipts, included on line 9, for public use of club facilities
40a Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911; section 4912; section 4955
40b Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I
40c Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958
40d Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization
40e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T
41 List the states with which a copy of this return is filed.
42a The organization's books are in care of Ross Martin Telephone no. 734-255-7069 Located at 5180 Zeeb Rd., Dexter MI ZIP + 4 48130
42b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.
42c At any time during the calendar year, did the organization maintain an office outside the U.S.? If "Yes," enter the name of the foreign country:
43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the tax year
44a Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ
44b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ
44c Did the organization receive any payments for indoor tanning services during the year?
44d If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O
45a Did the organization have a controlled entity within the meaning of section 512(b)(13)?
45b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions)

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I

	Yes	No
46		✓

Part VI Section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts only. All section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II

	Yes	No
47		✓

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E

	Yes	No
48		✓

49a Did the organization make any transfers to an exempt non-charitable related organization?

	Yes	No
49a		✓

b If "Yes," was the related organization a section 527 organization?

	Yes	No
49b		

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each employee paid more than \$100,000	(b) Title and average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
None				

f Total number of other employees paid over \$100,000 **0**

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

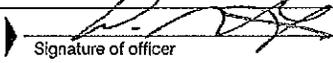
(a) Name and address of each independent contractor paid more than \$100,000	(b) Type of service	(c) Compensation
None		

d Total number of other independent contractors each receiving over \$100,000 **0**

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A Yes No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

	Date 5/13/12
Signature of officer	
W. Ross Martin, Treasurer	
Type or print name and title	

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name	Firm's EIN		Phone no.	
Firm's address				

May the IRS discuss this return with the preparer shown above? See instructions Yes No

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 13 2003

DEXTER YOUTH FOOTBALL LEAGUE INC
PO BOX 394
DEXTER, MI 48130

Employer Identification Number:
01-0701793
DLN:
17053296047002
Contact Person:
JERRY FINKLIN ID# 52674
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
AUGUST 23, 2002
Advance Ruling Period Ends:
DECEMBER 31, 2006
Addendum Applies:
YES

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

DEXTER YOUTH FOOTBALL LEAGUE INC

a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period.

Letter 1045 (DO/CG)

DEXTER YOUTH FOOTBALL LEAGUE INC

that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

Letter 1045 (DO/CG)

DEXTER YOUTH FOOTBALL LEAGUE INC

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lerner

for Director, Exempt Organizations

Enclosure(s) :

Addendum

Form 872-C

Letter 1045 (DO/CG)

DEXTER YOUTH FOOTBALL LEAGUE INC

The value of time or personal services contributed to your organization by volunteers is not deductible by those volunteers as a charitable contribution for Federal income tax purposes. You should advise your volunteers to this effect.

**Consent Fixing Period of Limitation Upon
Assessment of Tax Under Section 4940 of the
Internal Revenue Code**

(Rev. September 1998)

Department of the Treasury
Internal Revenue Service

(See instructions.)

To be used with
Form 1023. Submit
in duplicate.

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period,

DEXTER YOUTH FOOTBALL LEAGUE, INC.

(Exact legal name of organization as shown in organizing document)

P.O. BOX 394, DEXTER, MI 48130

(Number, street, city or town, state, and ZIP code)

and the

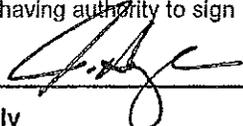
District Director of
Internal Revenue, or
Assistant
Commissioner
(Employee Plans and
Exempt Organizations)

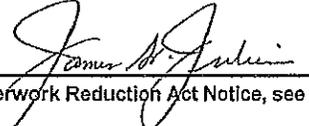
consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year DECEMBER 31, 2002

(Month, day, and year)

Name of organization (as shown in organizing document)	Date
DEXTER YOUTH FOOTBALL LEAGUE, INC.	10/2/02
Officer or trustee having authority to sign	Type or print name and title
Signature 	JAMES HUGHES TREASURER
For IRS use only	
District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)	Date
Steven T. Allen	1/7/03

By  E.O. Revere

For Paperwork Reduction Act Notice, see page 7 of the Form 1023 Instructions.

Application for Extension of Time To File an Exempt Organization Return

▶ **File a separate application for each return.**

- If you are filing for an **Automatic 3-Month Extension**, complete only **Part I** and check this box
- If you are filing for an **Additional (Not Automatic) 3-Month Extension**, complete only **Part II** (on page 2 of this form).

Do not complete Part II unless you have already been granted an automatic 3-month extension on a previously filed Form 8868.

Electronic filing (e-file). You can electronically file Form 8868 if you need a 3-month automatic extension of time to file (6 months for a corporation required to file Form 990-T), or an additional (not automatic) 3-month extension of time. You can electronically file Form 8868 to request an extension of time to file any of the forms listed in Part I or Part II with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, which must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/efile and click on *e-file for Charities & Nonprofits*.

Part I Automatic 3-Month Extension of Time. Only submit original (no copies needed).

A corporation required to file Form 990-T and requesting an automatic 6-month extension—check this box and complete Part I only

All other corporations (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Enter filer's identifying number, see instructions

Type or print File by the due date for filing your return. See instructions.	Name of exempt organization or other filer, see instructions. Dexter Youth Football League	Employer identification number (EIN) or <input checked="" type="checkbox"/> 010701793
	Number, street, and room or suite no. If a P.O. box, see instructions. P.O. Box 394	Social security number (SSN) <input type="checkbox"/>
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. Dexter, MI. 48130	

Enter the Return code for the return that this application is for (file a separate application for each return) 0 1

Application Is For	Return Code	Application Is For	Return Code
Form 990	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 990-EZ	01	Form 4720	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

• The books are in the care of ▶ Lee Ferris / Treasurer

Telephone No. ▶ 734-426-8579 FAX No. ▶ _____

- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____ . If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and EINs of all members the extension is for.

1 I request an automatic 3-month (6 months for a corporation required to file Form 990-T) extension of time until 15 August, 20 12, to file the exempt organization return for the organization named above. The extension is for the organization's return for:
 ▶ calendar year 20 11 or
 ▶ tax year beginning _____, 20 _____, and ending _____, 20 _____

2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return
 Change in accounting period

3a If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$
b If this application is for Form 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$

Caution. If you are going to make an electronic fund withdrawal with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

- If you are filing for an **Additional (Not Automatic) 3-Month Extension**, complete only **Part II** and check this box
- Note.** Only complete Part II if you have already been granted an automatic 3-month extension on a previously filed Form 8868.
- If you are filing for an **Automatic 3-Month Extension**, complete only **Part I** (on page 1).

Part II Additional (Not Automatic) 3-Month Extension of Time. Only file the original (no copies needed).

Enter filer's identifying number, see instructions

Type or print File by the due date for filing your return. See instructions.	Name of exempt organization or other filer, see instructions.	Employer identification number (EIN) or <input type="checkbox"/>
	Number, street, and room or suite no. If a P.O. box, see instructions.	Social security number (SSN) <input type="checkbox"/>
	City, town or post office, state, and ZIP code. For a foreign address, see instructions.	

Enter the Return code for the return that this application is for (file a separate application for each return)

Application Is For	Return Code	Application Is For	Return Code
Form 990	01		
Form 990-BL	02	Form 1041-A	08
Form 990-EZ	01	Form 4720	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

STOP! Do not complete Part II if you were not already granted an automatic 3-month extension on a previously filed Form 8868.

- The books are in the care of ▶
 Telephone No. ▶ _____ FAX No. ▶ _____
- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____ . If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and EINs of all members the extension is for.

- I request an additional 3-month extension of time until _____, 20_____.
- For calendar year _____, or other tax year beginning _____, 20_____, and ending _____, 20_____.
- If the tax year entered in line 5 is for less than 12 months, check reason: Initial return Final return
 Change in accounting period
- State in detail why you need the extension _____

8a	If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	8a	\$
b	If this application is for Form 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit and any amount paid previously with Form 8868.	8b	\$
c	Balance due. Subtract line 8b from line 8a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	8c	\$

Signature and Verification must be completed for Part II only.

Under penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete, and that I am authorized to prepare this form.

Signature ▶ _____ Title ▶ _____ Date ▶ _____

Form 8868 Application for Extension to file

Request to extend due to following issues encountered

January – hard drive failure, lost data for 2011 records; recreated with bank statements in February

March – Dexter hit by Tornado on 15th of month, Treasurers home personally affected

May – Treasurer currently living in hotel pending home repairs, misunderstood filing requirement (thought it was 5/31/12, just discovered that it was actually 5/15/12).

**Short Form
Return of Organization Exempt From Income Tax**

2011

**Open to Public
Inspection**

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)
 ▶ Sponsoring organizations of donor advised funds, organizations that operate one or more hospital facilities, and certain controlling organizations as defined in section 512(b)(13) must file Form 990 (see instructions). All other organizations with gross receipts less than \$200,000 and total assets less than \$500,000 at the end of the year may use this form.
 ▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2011 calendar year, or tax year beginning January 1, 2011, and ending December 31, 20 11

B Check if applicable:
 Address change
 Name change
 Initial return
 Terminated
 Amended return
 Application pending

C Name of organization
Dexter Youth Football League

D Employer identification number
010701793

Number and street (or P.O. box, if mail is not delivered to street address) Room/suite
PO Box 394

E Telephone number
734-426-8579

City or town, state or country, and ZIP + 4
Dexter, MI. 48130

F Group Exemption Number ▶

G Accounting Method: Cash Accrual Other (specify) ▶ _____

H Check if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: ▶ http://www.dexteryouthfootball.com

J Tax-exempt status (check only one) - 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

K Check if the organization is not a section 509(a)(3) supporting organization or a section 527 organization and its gross receipts are normally not more than \$50,000. A Form 990-EZ or Form 990 return is not required though Form 990-N (e-postcard) may be required (see instructions). But if the organization chooses to file a return, be sure to file a complete return.

L Add lines 5b, 6c, and 7b, to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, line 25, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I.)
 Check if the organization used Schedule O to respond to any question in this Part I

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	
	2	Program service revenue including government fees and contracts	2	
	3	Membership dues and assessments	3	26,678.37
	4	Investment income	4	
	5a	Gross amount from sale of assets other than inventory	5a	
	5b	Less: cost or other basis and sales expenses	5b	
	5c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	
	6	Gaming and fundraising events		
	a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	5,080.00
b	Gross income from fundraising events (not including \$ _____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b		
c	Less: direct expenses from gaming and fundraising events	6c	1,413.31	
d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	3,566.69	
7a	Gross sales of inventory, less returns and allowances	7a		
7b	Less: cost of goods sold	7b		
7c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c		
8	Other revenue (describe in Schedule O)	8	10.71	
9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶	9	31,769.08	
Expenses	10	Grants and similar amounts paid (list in Schedule O)	10	
	11	Benefits paid to or for members	11	
	12	Salaries, other compensation, and employee benefits	12	
	13	Professional fees and other payments to independent contractors	13	
	14	Occupancy, rent, utilities, and maintenance	14	1,374.00
	15	Printing, publications, postage, and shipping	15	264.19
	16	Other expenses (describe in Schedule O)	16	24,900.45
17	Total expenses. Add lines 10 through 16 ▶	17	26,538.64	
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)	18	5,230.44
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	20,003.49
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶	21	

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V

		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		<input checked="" type="checkbox"/>
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions)		<input checked="" type="checkbox"/>
35a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?	<input checked="" type="checkbox"/>	
b	If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		<input checked="" type="checkbox"/>
c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III		<input checked="" type="checkbox"/>
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N		<input checked="" type="checkbox"/>
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions. ▶ 37a 0		
b	Did the organization file Form 1120-POL for this year?		<input checked="" type="checkbox"/>
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		<input checked="" type="checkbox"/>
b	If "Yes," complete Schedule L, Part II and enter the total amount involved	38b	
39	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on line 9	39a	
b	Gross receipts, included on line 9, for public use of club facilities	39b	
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ 0 ; section 4912 ▶ 0 ; section 4955 ▶ 0		
b	Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	40b	<input checked="" type="checkbox"/>
c	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		
d	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization		
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T.	40e	<input checked="" type="checkbox"/>
41	List the states with which a copy of this return is filed. ▶ Michigan		
42a	The organization's books are in care of ▶ Lee Ferris Telephone no. ▶ 734-426-8579 Located at ▶ 7415 Lake St. Dexter, MI. ZIP + 4 ▶ 48130		
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: ▶ See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.	42b	<input checked="" type="checkbox"/>
c	At any time during the calendar year, did the organization maintain an office outside the U.S.? If "Yes," enter the name of the foreign country: ▶	42c	<input checked="" type="checkbox"/>
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041—Check here and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43		<input type="checkbox"/>
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a	<input checked="" type="checkbox"/>
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b	<input checked="" type="checkbox"/>
c	Did the organization receive any payments for indoor tanning services during the year?	44c	<input checked="" type="checkbox"/>
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d	
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a	<input checked="" type="checkbox"/>
45b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions)	45b	<input checked="" type="checkbox"/>

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I

	Yes	No
46		✓

Part VI Section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts only. All section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II

	Yes	No
47		✓

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E

48		✓
----	--	---

49a Did the organization make any transfers to an exempt non-charitable related organization?

49a		✓
-----	--	---

b If "Yes," was the related organization a section 527 organization?

49b		✓
-----	--	---

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each employee paid more than \$100,000	(b) Title and average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
None				

f Total number of other employees paid over \$100,000 0

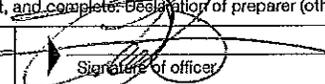
51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each independent contractor paid more than \$100,000	(b) Type of service	(c) Compensation
None		

d Total number of other independent contractors each receiving over \$100,000 0

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A Yes No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here  Signature of officer Date 10/4/12
 Loe Ferris / Treasurer Type or print name and title

Paid Preparer Use Only Print/Type preparer's name Preparer's signature Date Check if self-employed PTIN
 Firm's name Firm's EIN
 Firm's address Phone no.

May the IRS discuss this return with the preparer shown above? See instructions Yes No

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

2011

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ. ▶ See separate instructions.

Name of the organization

Dexter Youth Football League

Employer identification number

010701793

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2 A school described in section 170(b)(1)(A)(ii). (Attach Schedule E.)
- 3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8 A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 10 An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box that describes the type of supporting organization and complete lines 11e through 11h.
 - a Type I
 - b Type II
 - c Type III—Functionally integrated
 - d Type III—Other
- e By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
- f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?
 - (i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?
 - (ii) A family member of a person described in (i) above?
 - (iii) A 35% controlled entity of a person described in (i) or (ii) above?

	Yes	No
11g(i)		
11g(ii)		
11g(iii)		

h Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization in col. (i) listed in your governing document?		(v) Did you notify the organization in col. (i) of your support?		(vi) Is the organization in col. (i) organized in the U.S.?		(vii) Amount of support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
Total									

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Cat. No. 11285F

Schedule A (Form 990 or 990-EZ) 2011

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2011 (line 6, column (f) divided by line 11, column (f))	14		%
15 Public support percentage from 2010 Schedule A, Part II, line 14	15		%
16a 33 1/3% support test—2011. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>			
b 33 1/3% support test—2010. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>			
17a 10%-facts-and-circumstances test—2011. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>			
b 10%-facts-and-circumstances test—2010. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>			
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input type="checkbox"/>			

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	23,983.35	24,830.22	25,191.77	30,977.95	26,678.37	131,661.66
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	0	0	0	0	0	0
3 Gross receipts from activities that are not an unrelated trade or business under section 513	0	0	0	0	0	0
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf	0	0	0	0	0	0
5 The value of services or facilities furnished by a governmental unit to the organization without charge	0	0	0	0	0	0
6 Total. Add lines 1 through 5	23,983.35	24,830.22	25,191.77	30,977.95	26,678.37	131,661.66
7a Amounts included on lines 1, 2, and 3 received from disqualified persons	0	0	0	0	0	0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year	0	0	0	0	0	0
c Add lines 7a and 7b	0	0	0	0	0	0
8 Public support (Subtract line 7c from line 6.)						131,661.66

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2007	(b) 2008	(c) 2009	(d) 2010	(e) 2011	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	16.50	19.25	5.71	6.30	10.71	58.47
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975	0	0	0	0	0	0
c Add lines 10a and 10b	16.50	19.25	5.71	6.30	10.71	58.47
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on	0	0	0	0	0	0
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)	0	0	0	0	0	0
13 Total support. (Add lines 9, 10c, 11, and 12.)						131,720.11

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

15 Public support percentage for 2011 (line 8, column (f) divided by line 13, column (f))	15	99.96 %
16 Public support percentage from 2010 Schedule A, Part III, line 15	16	99.95 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2011 (line 10c, column (f) divided by line 13, column (f))	17	.044 %
18 Investment income percentage from 2010 Schedule A, Part III, line 17	18	.054 %

19a 33 1/3% support tests—2011. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests—2010. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

SCHEDULE O
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

2011

Open to Public
Inspection

Department of the Treasury
Internal Revenue Service

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.

Name of the organization
Dexter Youth Football League

Employer identification number
010701793

Line 8: Interest

Line 16: Other Expenses

6010 Cheeleading Expenses \$574.30

6020 Advertising \$802.30

6055 Banquet Expenses \$2,142.02

6075 Medical Sport \$725.00

6076 First Aid \$49.87

6100 Concession Expenses \$452.75

6180 Insurance \$3,331.85

6220 Jerseys \$2,671.51

6221 Retail Purchases \$3,336.83

6225 Trophies \$1,386.00

6230 License & Permits \$20.00

6650 Referees \$1,575.00

6920 Equipment (under \$500) \$1,834.03

6930 Equipment (large purchases) \$6,000.00

Total Expenses \$24,900.46

Line 24: Other Assets - Football Equipment / PA Equipment

Part III Statement of Organization's Primary Exempt Purpose:

To provide children in grades 3 - 6 the opportunity to participate in organized Football and to enhance their skills

for junior and senior high school level football.

Part V Other Information

Line 35a: Organization conducted raffle to offset expenses associated with \$6,000 purchase of replacement helmets.

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: Council Members
From: Shawn Keough, Village President; Courtney Nicholls, Assistant Village Manager
Date: September 4, 2012
Re: Cityhood Update

On August 23, 2012 the Village received the attached letter from the State Boundary Commission informing us that a referendum petition had been filed with their office. Boundary Commission staff has transmitted the petitions to the Township Clerks for verification of the signatures. They have until September 21, 2012 to complete their review.

The referendum is tentatively scheduled to appear on the Boundary Commission agenda on October 10, 2012. If the Commission approves the legal sufficiency of the petitions, the order to schedule the election will be transmitted to the Director of Licensing and Regulatory Affairs for his signature. If all the approvals are received, it is expected that the election will be set for February 26, 2013.



RICK SNYDER
GOVERNOR

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

STEVEN H. HILFINGER
DIRECTOR

Memorandum

DATE: August 23, 2012

TO: Members of the State Boundary Commission and Interested Parties

FROM: Kevin O'Brien, P.S.
Office of Land Survey and Remonumentation

SUBJECT: **Notice of Filing: Docket #10-I-2**
City Incorporation of the Village of Dexter and land in Scio and Webster Townships as a Home Rule City in Washtenaw County

This is notification that the State Boundary Commission received a petition on August 23, 2012 requesting "A referendum on the question of whether the Village of Dexter should be incorporated as a home rule city, as approved by the Boundary Commission in Docket No. 10-I-2."

A meeting notice will be transmitted when this docket is scheduled for the determination of legal sufficiency.

If you have any questions, please feel free to contact me directly either by telephone at (517) 241-6321, or by email (obrienk@michigan.gov).

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Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Planning Commission Recommendation - Zoning Ordinance Amendment
Article 2, Definitions – Tasting Room
Date: September 5, 2012

PLANNING COMMISSION DECISION

On September 4, 2012 the Planning Commission held a public hearing on the recommended revision to Article 2, Definitions, of the Village of Dexter to include the following definition:

Tasting room - An establishment that allows customers to taste samples of wine, beer or other alcoholic beverage manufactured on site or that has a State of Michigan issued liquor license as a tasting room. A tasting room may include wine, beer, or other alcoholic beverages and related item sales, marketing events, special events, entertainment, and/or food service. Establishments that are classified by the State Liquor Control Board as bars, nightclubs, taverns, restaurants or Class C liquor licenses are not included within this definition.

With the following motion:

Per Section 23.06, Criteria for Amendment to the Zoning Ordinance Text and the Public Hearing held by the Planning Commission on September 4, 2012, the Planning Commission recommends that the Village Council amend Article 2, Definitions to add Tasting room - An establishment that allows customers to taste samples of wine, beer or other alcoholic beverage manufactured on site or that has a State of Michigan issued liquor license as a tasting room. A tasting room may include wine, beer, or other alcoholic beverages and related item sales, marketing events, special events, entertainment, and/or food service. Establishments that are classified by the State Liquor Control Board as bars, nightclubs, taverns, restaurants or Class C liquor licenses are not included within this definition. The amendment is recommended due to the Planning Commission's determination that a tasting room is a compatible use within the RD Research and Development District and the improvements necessary to the ordinance to define the use.

There was no public wishing to comment. The Commission briefly discussed the need for the definition and the satisfaction with the definition to meet the needs of the Village.

BACKGROUND

June 4, 2012 – Northern United Brewing Company requested that the Planning Commission determine whether a tasting room would be considered a compatible use within the RD Research and Development District. The Planning Commission determined that a tasting room was a

compatible use in the RD Research and Development District as a special land use in accordance with Section 3.07 of the Village of Dexter Zoning Ordinance. Staff memo attached. Northern United Brewing Company then submitted an application for special land use approval and public hearing at the July 2012 meeting.

July 2, 2012 – Northern United Brewing Company’s application for special land use approval of a tasting room was put before the Planning Commission. The required public hearing was held and postponed due to the applicant not being present.

August 6, 2012 – Northern United Brewing Company’s application was back before the Planning Commission for special land use approval of the tasting room. The Planning Commission and applicant discussed the applicant’s proposal and a potential definition for tasting room. The concern of the commission was that the tasting room would turn into a tavern. It was determined that based on the proposed tasting room definition included in staff’s report and in the applicant’s proposal that the tasting room and definitions were compatible and the special land use application was recommended for approval. The Planning Commission also directed staff to set the proposed tasting room definition for public hearing and consideration at the September meeting.

August 13, 2012 – Northern United Brewing Company’s special land use application for a tasting room at 2319 Bishop Circle East is approved by the Village Council contingent upon adoption of the proposed tasting room definition.

September 4, 2012 – Public hearing held at the Planning Commission.

CRITERIA FOR AMENDMENT TO THE ZONING ORDINANCE TEXT

When considering an amendment to the zoning ordinance text, Section 21.07 states the Planning Commission and Village Council shall consider the following criteria to determine the appropriateness of amending the text, standards and regulations of the Zoning Ordinance.

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

SUGGESTED MOTIONS

Per Section 23.06, Criteria for Amendment to the Zoning Ordinance Text and the Planning Commission recommendation, the Village Council **approves** the amendment to Article 2, Definitions to add Tasting room - An establishment that allows customers to taste samples of wine, beer or other alcoholic beverage manufactured on site or that has a State of Michigan issued liquor license as a tasting room. A tasting room may include wine, beer, or other alcoholic beverages and related item sales, marketing events, special events, entertainment, and/or food service. Establishments that are classified by the State Liquor Control Board as bars, nightclubs, taverns, restaurants or Class C liquor licenses are not included within this definition. The amendment is approved based on the determination that a tasting room is a compatible use within the RD Research and Development District and the additional definition is necessary, i.e. other factors deemed appropriate, to define the use.

OR

Based on the information presented at the meeting the Village Council moves to **postpone** action on the proposed amendment to Article 2, Definitions of the Village of Dexter Zoning Ordinance until _____ **(DATE)** _____ to allow more time for the following:

- 1. _____
- 2. _____

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



Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Washtenaw County Segment D1 – Right of Entry for construction
Date: September 4, 2012

Attached is a DRAFT Right of Entry that has been prepared for Washtenaw County Parks and Recreation Commission (County) to permit access through the Village DPW property in order to begin construction of Phase 1B of the Segment D1 B2B (Border to Border).

The right of entry is to permit the County's contractor, Anlaan, to use the DPW access drive to enter into the project area along the Huron River, see attachment to construct approximately 4000 feet of trail. The contractor will then work backwards back towards the DPW site/Central Street. Village representatives have met with the County and contractor on numerous occasions to assure protection of the Village's underground utilities. The contractor will not be penetrating the ground therefore the only concern is the construction traffic over top of the Village's utilities. Included within the agreement, as recommended by staff and approved by OHM, is a temporary road bed (essentially a bridge) over the Village's utilities and a 2 year bond to assure that any damage during the project and following the project would be the responsibility of the County. Staff and the County are comfortable with the language for the temporary construction access.

The County is looking for Council's approval of the right of entry in order for the contractor to start upon execution of the agreement. The contractor is anticipating project completion by the end of 2012.

The next step of the project would be connection of the trail end to Central Street, past the DPW. The Village and the County are still working through the details of the alignment so no easements are necessary at this time. The contractor has also secured the necessary easements from the railroad. Anlaan has indicated that the local railroad contact will issue a permit upon notice of the start of work. Permits through the local railroad department are good for 30 days. Pending a need for an extension beyond 30 days (which is anticipated) the railroad has indicated that they will work with Anlaan to assure that the project can be completed through permit extensions. Staff has requested a copy of the easement upon receipt by Anlaan.

Please review the attached information and direct staff whether or not to authorize the right of entry. The Village attorney is currently reviewing the agreement and comments will be provided by Monday's meeting.

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

SEGMENT D1, PHASE 1 RIGHT OF ENTRY

LOCATED AT 3600 CENTRAL STREET, DEXTER, MICHIGAN 48130

THIS INDENTURE is made on this ____ day of _____, 2012, between the Village of Dexter (the "Village" and "Grantor"), with its offices located at 8140 Main Street, Dexter, Michigan 48130, Washtenaw County, Washtenaw County Parks and Recreation Commission, with an address of 2230 Platt Road, Ann Arbor, Michigan, 48104 (the "County" and "Grantee"), and Anlaan Corporation, PO Box 333, Ferrysburg, Michigan, 49409 ("Contractor").

The Grantor grants to the Grantee, its successors and assigns, a temporary right of entry for construction of a portion of Segment D1 of the County Border to Border Trail, over and across the parcel of land situated in the Village of Dexter, Washtenaw County, Michigan, administered by the Grantor and described as follows:

Temporary Right of Entry Description:

See attached Exhibit A

The Grantee shall install a temporary road as shown on the attached detail, Exhibit B, to protect underground utilities within the confluence of the property within the Right of Entry. The Right of Entry is conveyed on a temporary basis, and terminates upon completion of the trail construction. The Grantee shall notify the Grantor when all construction is complete, at which time this Right of Entry shall be void and no longer in effect.

The Right of Entry shall include, but not be limited to, the right to enter upon the same during normal construction hours (7 am to 7 pm. Monday through Saturday) with reasonable advance notice to the Grantor, to access the area to install a the Segment D1, Phase 1 Trail improvements shown on the attached site plan, Exhibit C. The County agrees that if it disturbs or damages the Grantor's property adjacent to the trail easement or Right of Entry while installing or constructing the improvements then the Grantee shall repair such disturbance or damage to the condition that existed prior to the construction activity to the extent reasonably possible.

Once said construction is complete, all vehicles, materials and other property shall be removed from the Property and the condition restored to that which existed prior to the initiation of construction. At all times during the term of this agreement any contractors using or accessing the Property shall purchase and maintain the following insurance coverages, bonds and guarantees:

(1) Commercial Liability including premises/operations, broad form property damage, blanket contractual liability and personal injury coverage in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence; such policy shall be an occurrence policy and not a claims-made policy. The Grantor must be named as an additionally insured, at no cost to the Grantor.

(2) Automobile Liability including contractual liability coverage for all owned, hired, and non-owned autos.

(3) Workers' Compensation coverage with statutory limits.

Evidence of all insurance required shall be provided to the Grantor prior to the Grantee's contractors' use of or entry onto the Property.

(4) A Right-of-Way permit and performance bond will be required to protect the Village's recently installed infrastructure within the Central Street Right-of-Way. The performance bond shall be in the amount of \$25,000 and shall be furnished by Contractor in favor of Washtenaw County and the Village of Dexter. The performance bond shall remain in effect for a period of two (2) years after the date that the project is completed..

(5) The Village will accept a "Letter of Retainage" in the amount of \$20,000 from County as further security for any damage caused by Contractor. This amount shall not be released to Contractor for two (2) years from the date that construction is complete or until the Village has signed-off that there is no residual property or utility damages, whichever shall first occur.

(6) The undersigned parties acknowledge and agree that both the performance bond and Letter of Retainage shall include the following:

(a) In the event Grantor identifies any damages which may be attributable to the construction activity described herein, Grantor shall immediately submit a claim for such damages to County and Contractor as follows:

County
Coy Vaughn
Washtenaw County Parks and Recreation Commission
2230 Platt Road
Ann Arbor, MI 48104

Contractor
Derrick Arens
Anlaan Corporation
PO Box 333
Ferrysburg, MI 49409

- (b) Upon making such a claim, Grantor shall also request from an uninterested and qualified contractor an estimate as to the cost of repair or replacement of the damaged improvement. That estimate shall also be furnished to the parties described above upon receipt.
- (c) Once a claim and estimate have been submitted by Grantor, the parties shall attempt to amicably resolve the claim. In the event an amicable resolution cannot be reached, the parties agree to submit Grantor's claim to binding arbitration, which arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The parties, however, may at their option choose an independent arbitrator to adjudicate the claim. Any award granted shall be binding upon the parties and may be enforced by the Washtenaw County Circuit Court if the terms of the arbitration award are not complied within twenty (20) days from the date of the award.

This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties.

The Grantor shall not be liable to the Grantee, its successors and assigns, for any loss or damage not caused by the Grantor's negligence or willful misconduct. To the extent permitted by law the County agrees to indemnify and hold the Grantor harmless from any and all claims, damages, costs, and expenses whatsoever arising from the use of the easement area by members of the general public. In addition, the County agrees to conduct the full legal defense of any such claims made by members of the general public and will pay all attorney fees arising therefrom and reimburse and hold the Grantor harmless from any and all judgments or awards that might be given with regard thereto.

IN WITNESS WHEREOF, the parties hereto have caused this County Border to Border Segment D1, Phase 1 Temporary Construction Easement to be effective as of the date first above written.

VILLAGE OF DEXTER, Grantor

By: _____

Its: _____

By: _____

Its: _____

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION, Grantee

By: _____

Its: _____

By: _____

Its: _____

ANLAAN CORPORATION, Contractor

By: _____

Its: Derrick Arens, President

ACKNOWLEDGMENT

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ and _____, the President and Clerk, respectively, of the Village of Dexter, who acknowledged that he/she executed the foregoing as his/her free act and deed.

_____, Notary Public
_____ County, Michigan
Acting in Washtenaw County
My commission expires: _____

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ and _____, the Superintendent and Deputy Superintendent, respectively, of the Washtenaw County Parks and Recreation Commission, who acknowledged that he/she executed the foregoing as his/her free act and deed.

_____, Notary Public
_____ County, Michigan
Acting in Washtenaw County
My commission expires: _____

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Derrick Arens, the President of the Anlaan Corporation, who acknowledged that he executed the foregoing as his free act and deed.

_____, Notary Public
_____, County, Michigan
Acting in Washtenaw County
My commission expires: _____

Prepared by and when recorded return to:

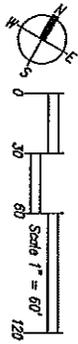
Village of Dexter
8140 Main Street
Dexter, Michigan 48130

EXHIBIT A

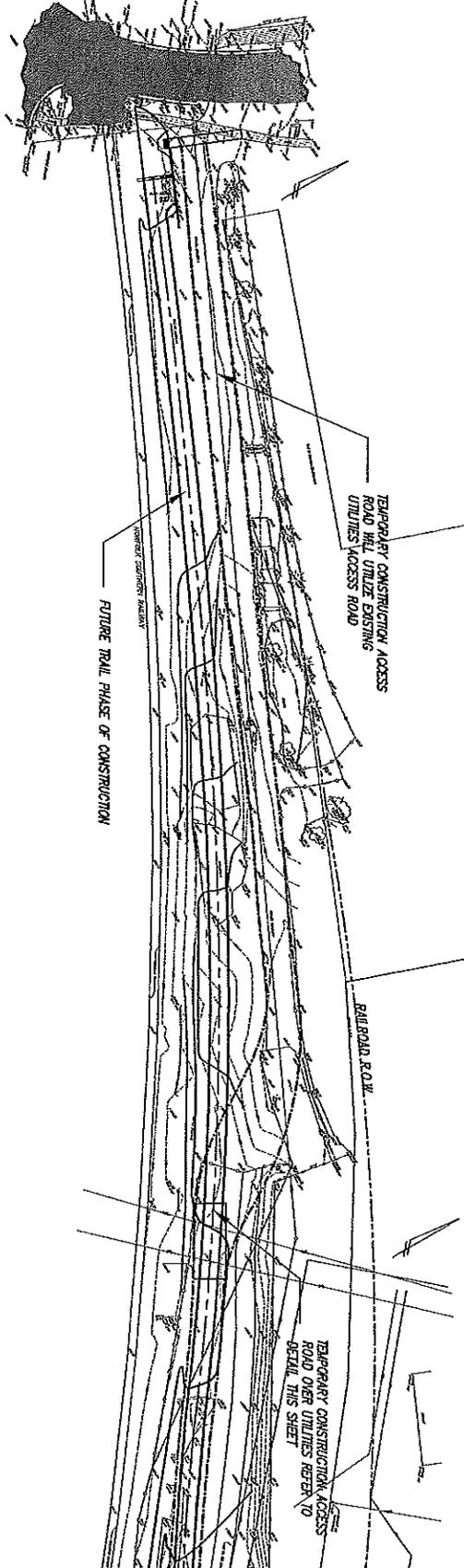
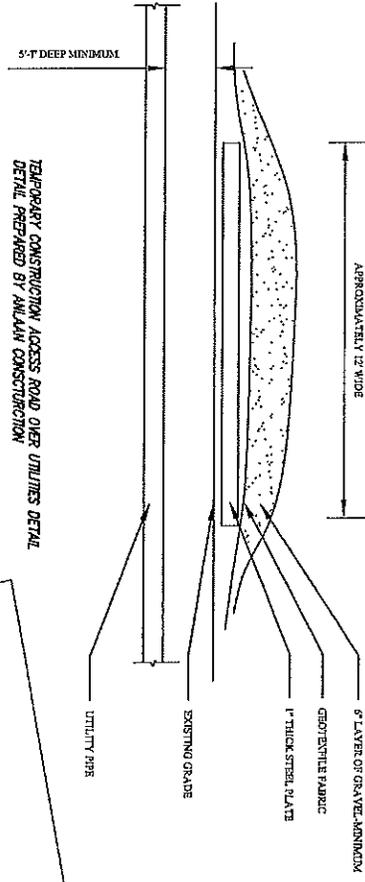
River Terrace Trail - Right of Entry for Temporary Construction Access

LEGAL DESCRIPTION

COM AT NW COR OF SEC 5, TH SOUTH 198.94 TH
S 67 DEG 58' E 78.92 FT, TH N 19 DEG 15' E
363.21 FT TO THE 840 FT CONTOUR ON THE S SIDE
OF THE HURON RIVER FOR PL OF BEG, THENCE S 19
DEG 15' W 236.81 FT, TH SLY IN THE DEXTER
VILLAGE LIMITS LINE TO THE N LINE OF NORTHFOLK
SOUTHERN RAILROAD, THSELY ALONG THE RAIL- ROAD
TO THE 840 FT CONTOUR, THNWLY ALONG THE 840
FT CONTOUR TO THE PL OF BEG, BEING A PART OF SW
¼, SEC 32, T1S-R5E & PART OF NW ¼ SEC 5
T2S-R5E 5.50 AC.



NOTE:
FINAL EASEMENT WILL BE SURVEYED AFTER COMPLETION OF TRAIL CONSTRUCTION.



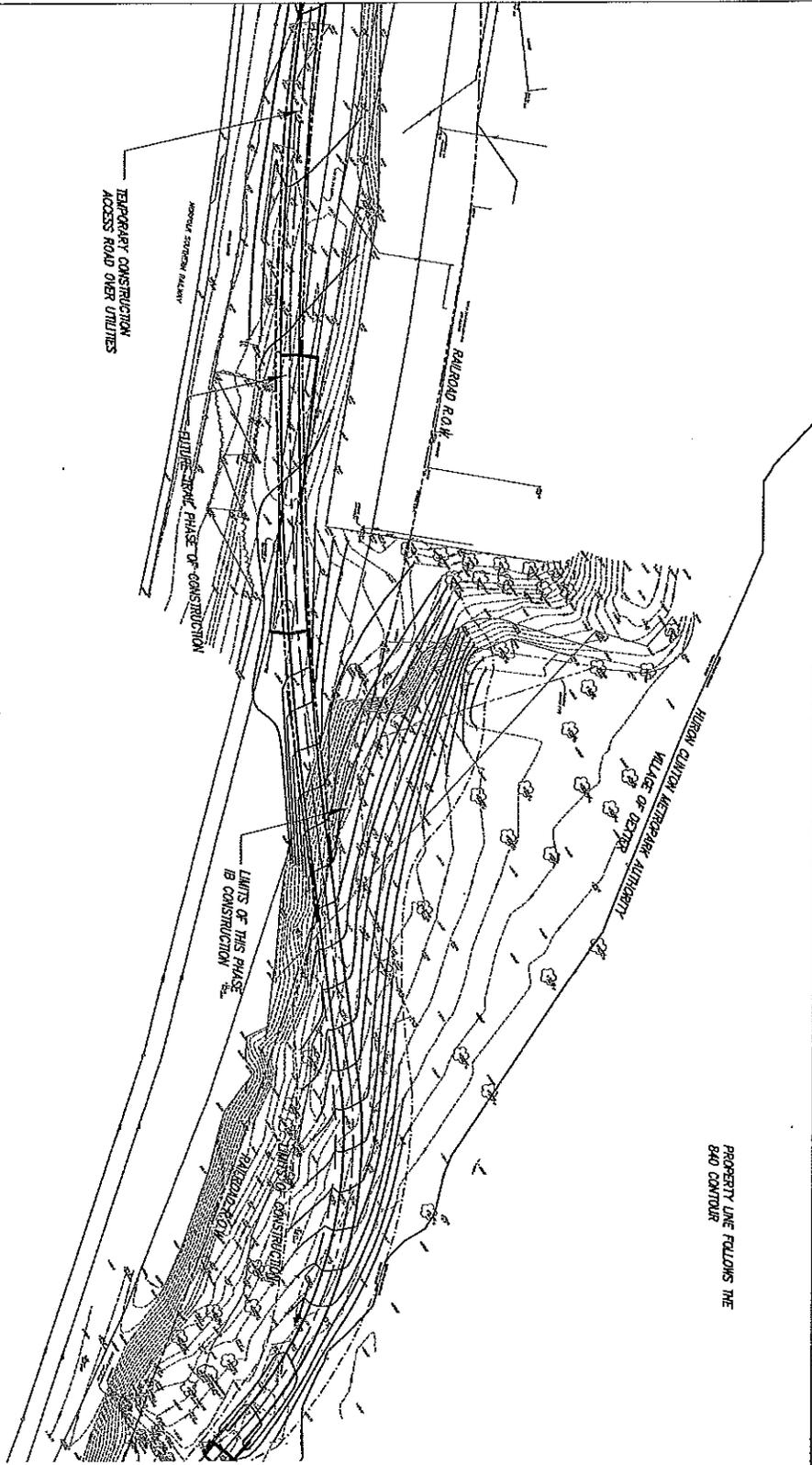
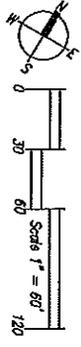
LEGAL DESCRIPTION
 COMM AT NW CORN OF SEC 5 TH SOUTH 108.94 TH S 67 DEG 57 E
 28.92 FT TO N 19 DEG 15' E 383.21 FT TO THE 840 FT CORNER ON
 THE S SIDE OF THE HURON RIVER OR PL OF BEG THENCE S 19 DEG
 15' W 236.81 FT TH SET IN THE CENTER WILL BE LINES LIKE TO THE
 N LINE OF NORTHERN SOLENN RAILROAD, THENCE ALONG THE
 RAILROAD TO THE PL OF BEG BEING A PART OF SW 1/4 SEC 32
 T15-R-SEPART OF NW 1/4 SEC 5 T2S-R-2E S.50 AC

HURON CANTON METROPOLITAN AUTHORITY
 VILLAGE OF DEZIER

	License Number: 0100000000 275 West Third Street Des Moines, Iowa 50319 515.281.1111 www.foxgroup.com	Project: Washburn Engineering Company, Inc.	Client: Washburn County
	Title: E0.00	Date: 08/20/2012	Author: [Name]

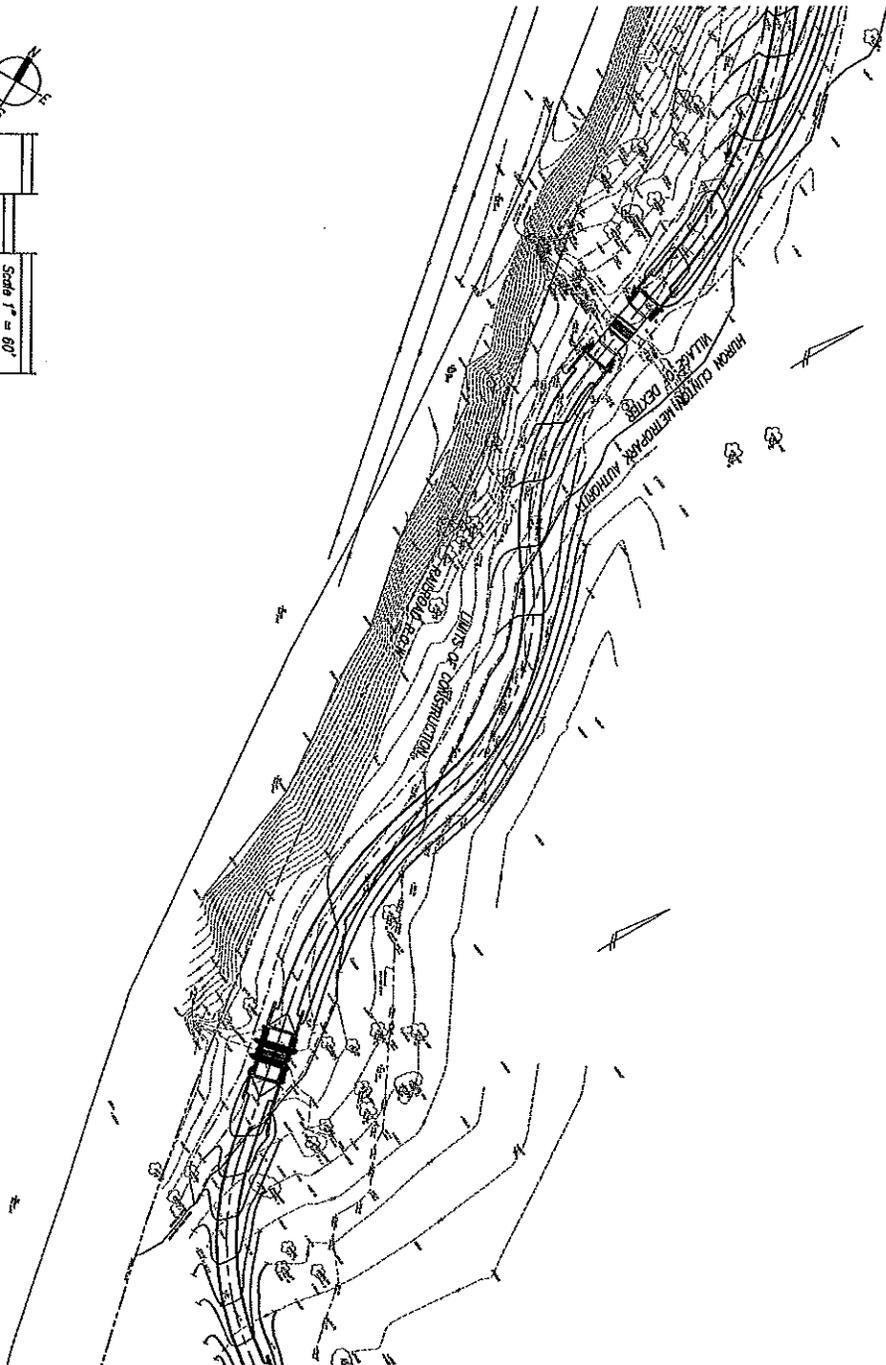
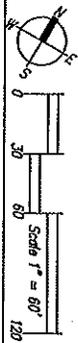
Washtenaw County River Terrace Trail Phase 2
 RIGHT OF ENTRY FOR
 TEMPORARY CONSTRUCTION
 ACCESS - Exhibit B

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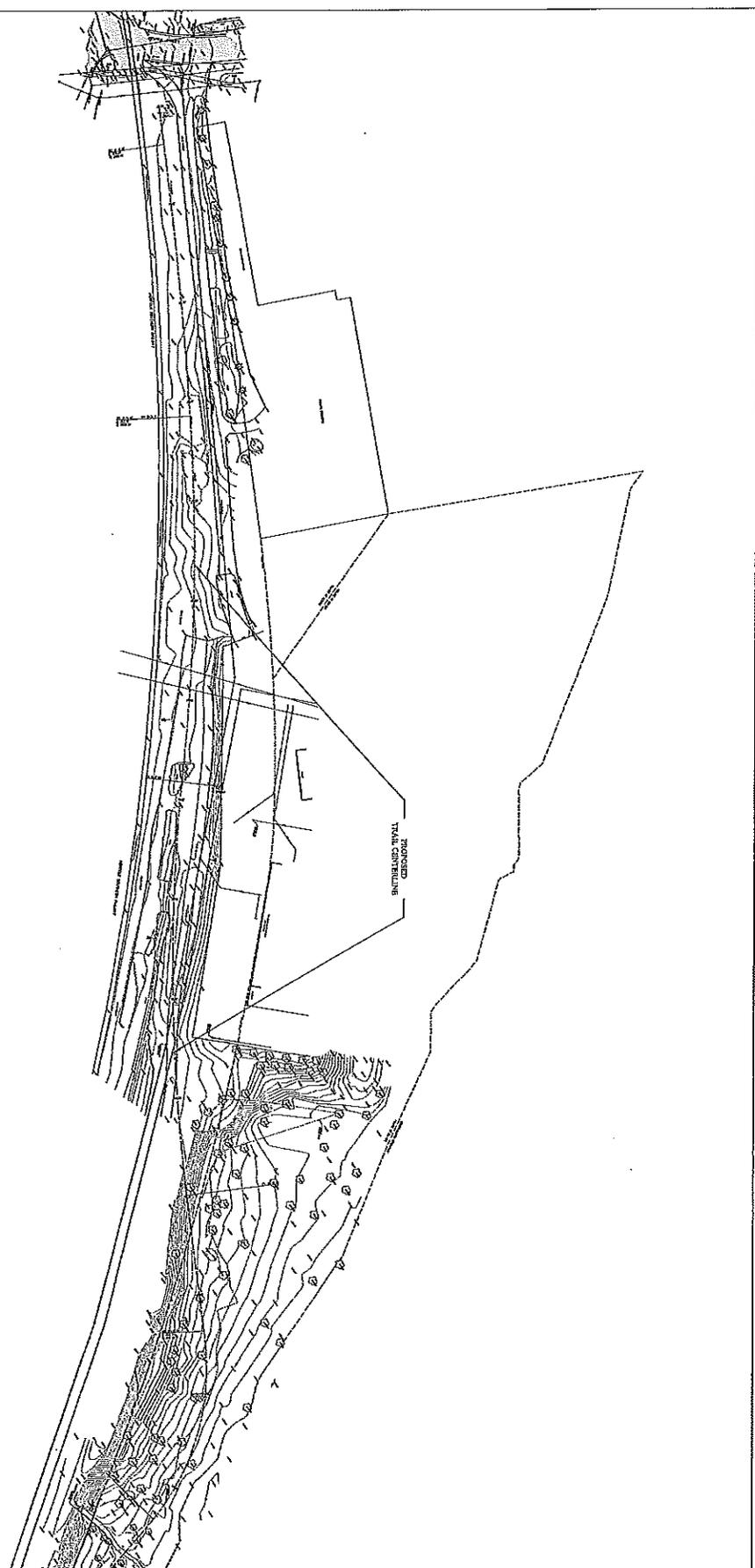


PROPERTY LINE FOLLOWS THE 840 CONTOUR

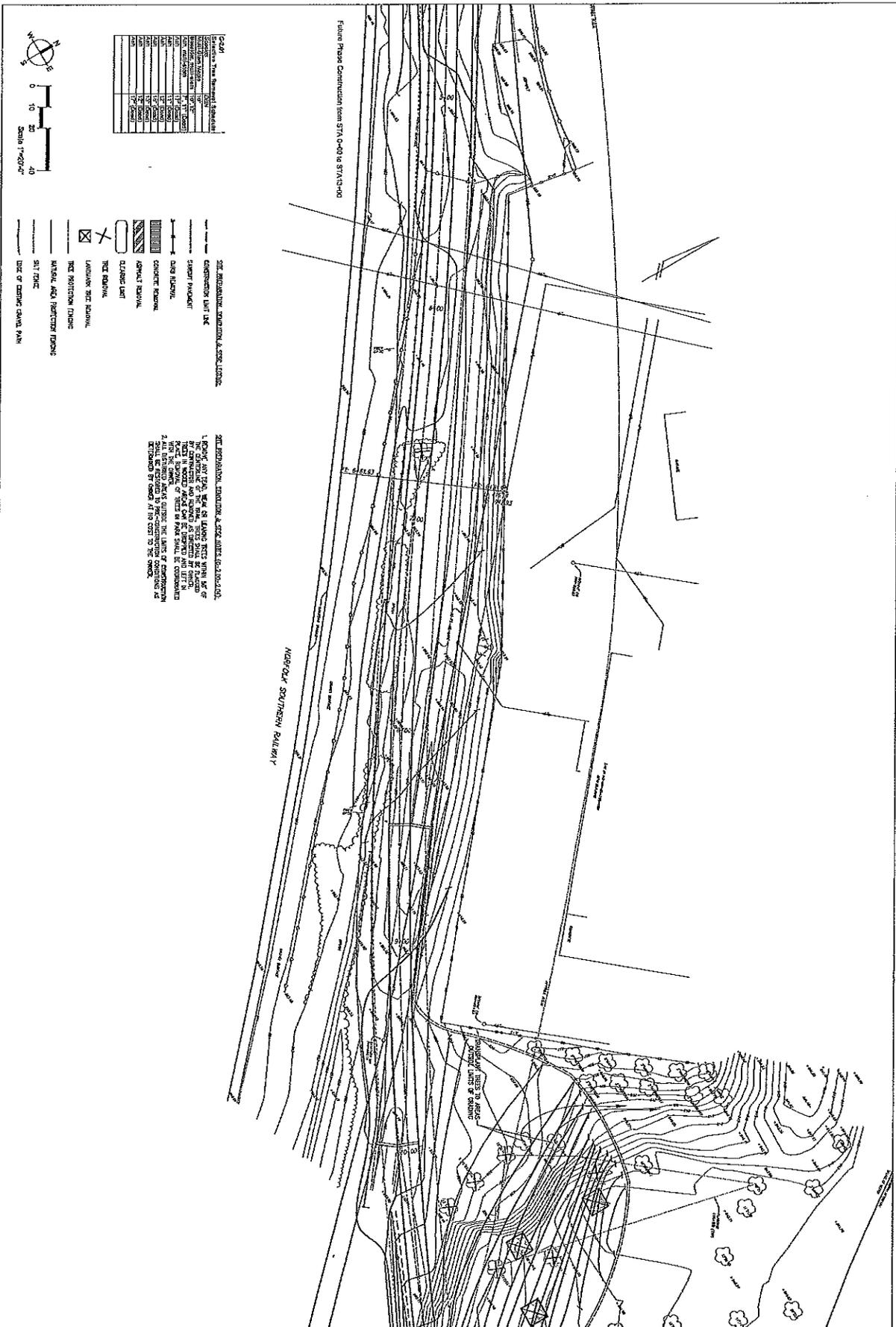
<p> Consulting Engineer 201 N. Main Street P.O. Box 1000 Washtenaw County, MI 48106 Phone: (313) 487-1234 Fax: (313) 487-5678 www.firm.com </p>	<p> Project: Washtenaw County River Terrace Trail Phase 2 Right of Entry For Temporary Construction Access- Exhibit B </p>
	<p> Client: Washtenaw County </p>
<p> Project Engineer: [Name] </p>	<p> Scale: 1" = 60' </p>
<p> Date: 10/15/2010 </p>	<p> Sheet: E.01 </p>



 <p> A Professional Engineer 227 West Main Street Washtenaw County, Michigan 48106 313.487.1234 www.washtenawcountymichigan.com </p>	<p> Project: Washtenaw River Terrace Trail Phase 2 </p>	<p> Client: Washtenaw County </p>	<p> Title: E.02 </p>
	<p> Project: Washtenaw River Terrace Trail Phase 2 </p>	<p> Title: Right of Entry For Temporary Construction Access-Exhibit B </p>	<p> Date: 10/15/16 </p>



	Landowner Address: 305 River Street, Suite 200 Ann Arbor, Michigan 48106 734.769.2000 www.annarbor.org
	Planning Director: Jennifer J. Anderson 734.769.2000 janderson@annarbor.org
Engineer: Washtenaw Engineering Company, Inc. 1000 Washtenaw Street Ann Arbor, Michigan 48106 734.769.2000 www.washtenaweng.com	Client: Washtenaw County 200 State Street Ann Arbor, Michigan 48106 734.769.2000 www.washtenawcountymi.gov
Washtenaw County River Terrace Trail Phase 2 Existing Conditions Sta. 0.00 to 15+00.00	
Surveyed: _____ Drawn: _____ Checked: _____ Date: _____	
Title: PLANNING Name: CHRISTOPHER Date: 01-26-2012 File: 100121	
G-1.00	
© 2012 by Christopher Design Group, Inc.	



Scale: 1"=20'-0"

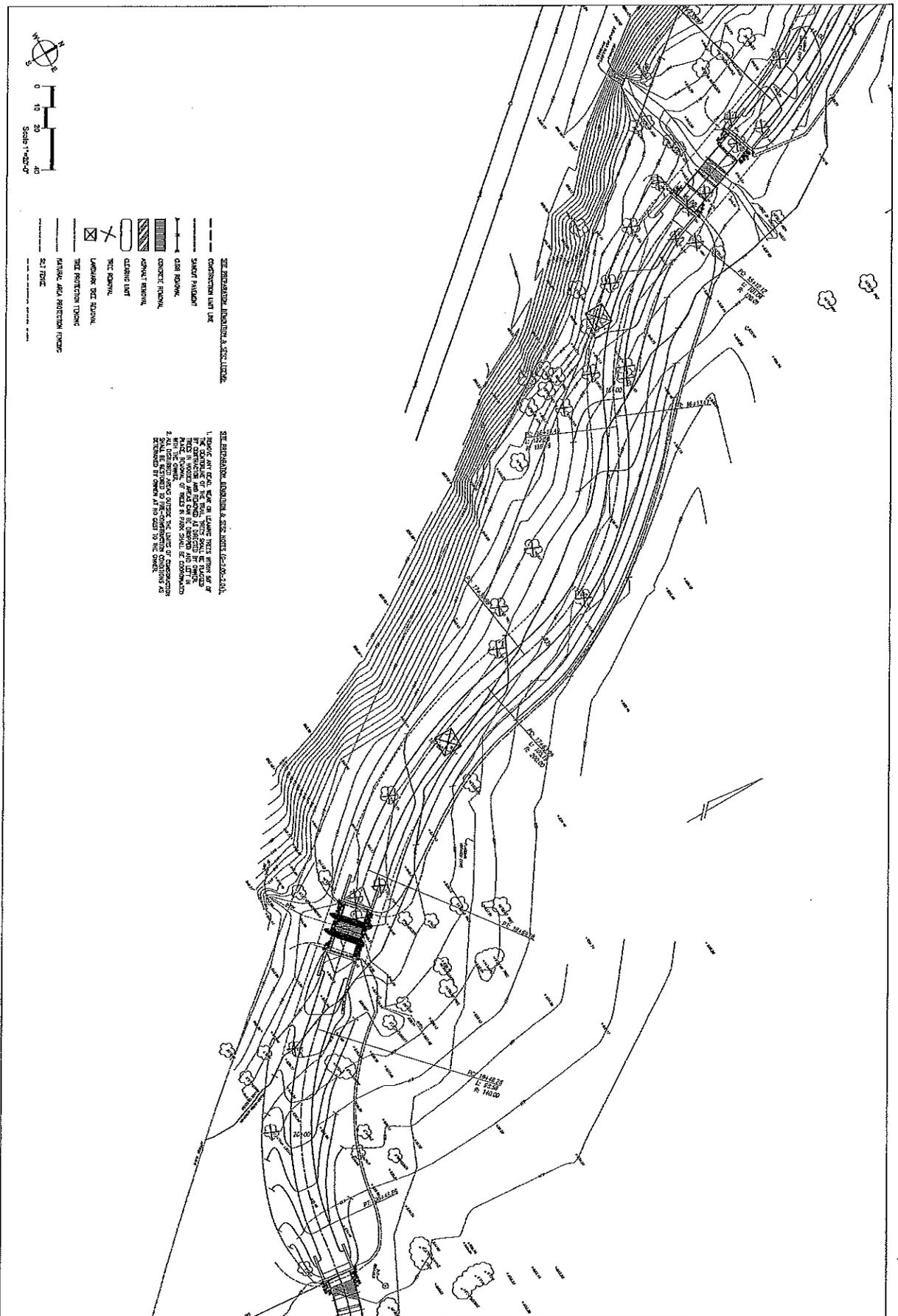
1" = 20' - 0"
0
10
20
30
40

- SITE PREPARATION, DEMOLITION & SEESC LEGEND**
- CONSTRUCTION LIMIT LINE
 - EXISTING PAVEMENT
 - DRAINAGE EASEMENT
 - CONCRETE EASEMENT
 - ASPHALT EASEMENT
 - CLEARANCE LIMIT
 - TREE REMOVAL
 - LANDSCAPE TREE REMOVAL
 - TREE PROTECTION FENCE
 - MATERIAL AREA RESTRICTION FENCE
 - SITE FENCE
 - EDGE OF EXISTING CANAL BANK

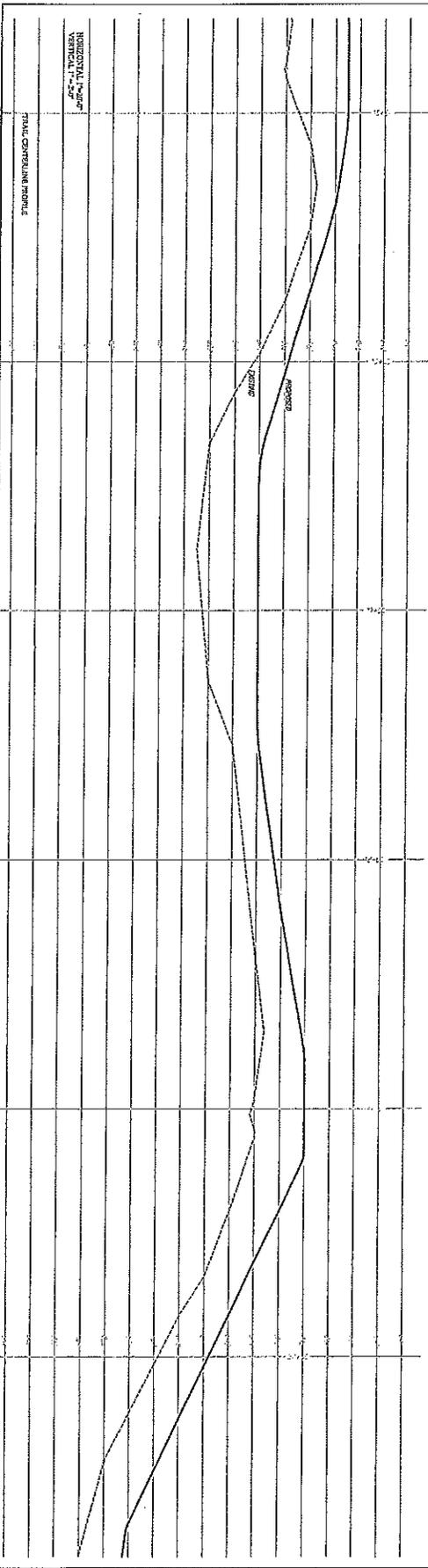
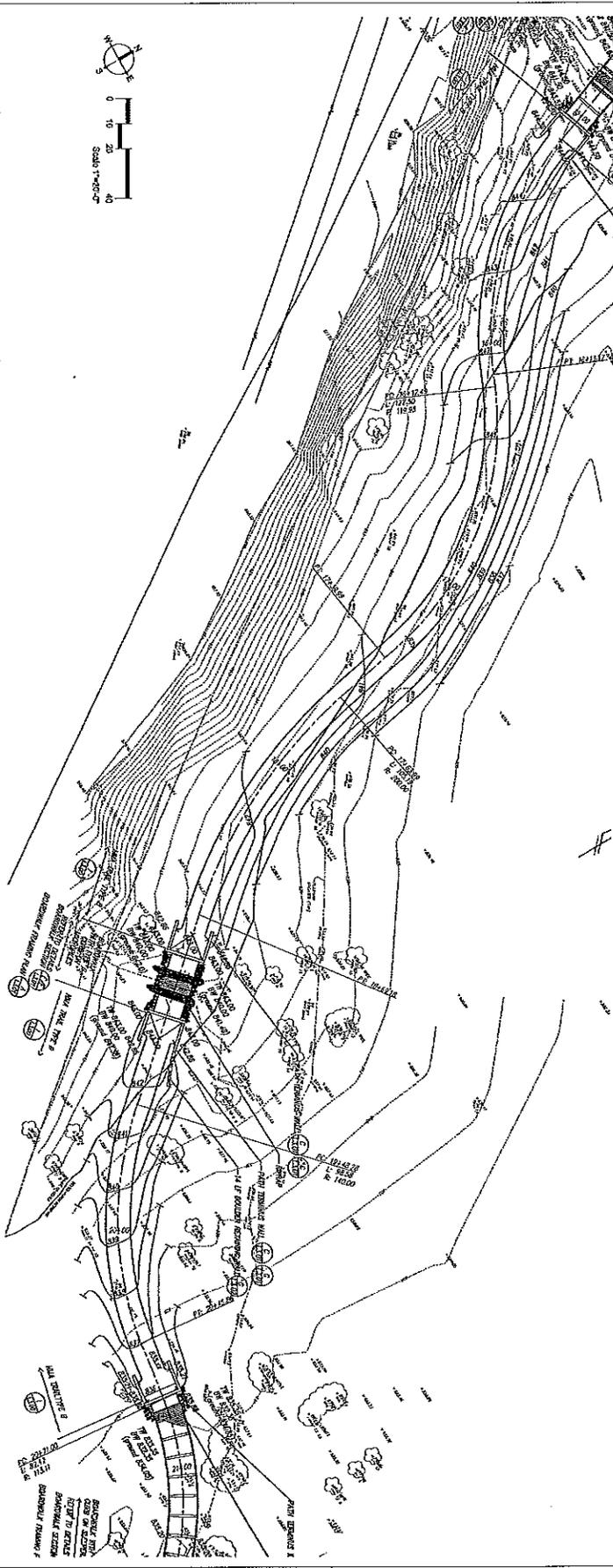
SITE PREPARATION, DEMOLITION & SEESC LEGEND

1. REMOVE AND TRIM TREES, BRUSH, AND LIMBS WITHIN THE CLEARANCE OF THE ROAD. TREES SHALL BE TRIMMED TO A MAXIMUM OF 10 FEET ABOVE THE GROUND. ALL REMOVED TREES SHALL BE CHIPPED AND THE CHIPS SHALL BE USED AS MULCH. ALL REMOVED TREES SHALL BE CHIPPED AND THE CHIPS SHALL BE USED AS MULCH.

<p>Washtenaw County Engineering Company 200 N. Main Street Ann Arbor, MI 48106 www.washtenawcounty.com</p>	<p>Client: Washtenaw County</p>	<p>Project: Washtenaw County River Terrace Trail Phase 2 Site Preparation, Demolition & SEESC</p>	<p>Scale: 1" = 20' - 0"</p>	<p>Date: 04/25/2012</p>	<p>Drawn by: Jah Noh</p>	<p>Checked by: Jah Noh</p>	<p>Project No: 1001234</p>	<p>Sheet No: G-2.01</p>	<p>© 2012 by Washtenaw County Engineering Company, Inc.</p>



	Washtenaw County Planning & Zoning Department 200 West Main Street Ann Arbor, Michigan 48106 734.769.2000 www.washtenaw.org
	Structural Engineer Structural Engineering 1000 North Zeeb Road Ann Arbor, Michigan 48106 734.769.2000 www.ledwith.com
Client Washtenaw County	Structural Engineer Ledwith & Associates, Inc.
Project Washtenaw County River Terrace Trail Phase 2 Site Preparation, Demolition & SESC Sta. 15+00.00 to Sta 20+00.00	Date 10/11/17
Design 10/11/17	Checked 10/11/17
Drawn 10/11/17	Title G-2.03



 <p> Consultant: City of Ann Arbor 100 N. State Street Ann Arbor, MI 48106 734.769.3000 www.a2mi.com </p>	<p> Client: Washtenaw County </p>
	<p> Project: Washtenaw County River Terrace Trail Phase 2 </p>
<p> Author: J. Smith </p>	<p> Date: 10/20/11 </p>
<p> Checker: M. Jones </p>	<p> Scale: 1" = 40' </p>
<p> Project No.: 11-001 </p>	<p> Sheet No.: L-1.03 </p>

VILLAGE OF DEXTER

cnicholls@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: August 30, 2012
Re: Discussion of STPU Funding – Possible Reallocation of Funds to Ann Arbor Street

At the July 13, 2012 meeting Council had a discussion regarding the Village's STPU funding. A copy of the memo that was provided for that discussion is included for your review.

As follow-up to that meeting, Orchard, Hiltz & McCliment has prepared a memo with a cost estimate for rehabilitating Ann Arbor Street from Baker to Kensington.

If Council wishes to reallocate the funds from Baker Road to Ann Arbor Street we would need to inform the Washtenaw Area Transportation Study Federal Aid Committee at their next meeting which will be scheduled for the end of October/early November. The funds would then be available for our use between October 2013 and September 2014.

VILLAGE OF DEXTER

cnicholls@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: June 29, 2012
Re: Discussion of STPU Funding

During the call for projects for Surface Transportation-Urban (STPU) funding through the Washtenaw Area Transportation Study (WATS), the Village submitted applications for road improvement projects on Central Street, Ann Arbor Street and Baker Road. The project that scored the highest and received funding for 2013-2014 (State Fiscal year is October 2013 to September 2014) was Baker Road in the amount of \$400,000. The 2014 STPU ranking is provided for your review. A copy of a memo from Orchard, Hiltz & McCliment (OHM) summarizing the applications, along with the applications that were submitted are also provided. The Village does have the option of reallocating the funding to one of the other projects. WATS is planning to schedule a federal aid committee meeting in Fall of 2012 and that would be the appropriate time to request the change. The Village also has the option of doing the work sooner than 2014 as an "advance construct" where we would spend the money and then seek reimbursement.

In May 2012 an application for \$100,000 in grant funding was submitted to the Michigan Transportation Economic Development Fund for Category F funding which is for economic development road projects. If received, the funding would be available in fiscal year 2013-2014 (State Fiscal year is October 2013 to September 2014) and would need to be used for the portion of Central Street that acts as the truck route (Second to Third).

Another potential grant opportunity is available through the Michigan Department of Transportation's Transportation Enhancement Program. This funding is available for streetscapes and non-motorized improvements. It could be used for portions of any of the three proposed projects. Enhancement grants are awarded on a rolling basis throughout the year. The next round of applications is due on August 13, 2012. An application schedule and description of the types of projects that are competitive for this funding is attached.

Currently the three roads eligible for federal aid funding through WATS are Baker, Main and Central. Main Street is currently classified as a minor arterial. A principal arterial is the top of the hierarchical system and is defined as a road that carries long distance, through-travel movements and provides access to important traffic generators. Minor arterials are similar to principal arterials, except that they carry trips of shorter distance and to lesser traffic generators. Central Street is classified as a major collector which is described as tending to provide more access to property than arterials. They also funnel traffic from residential or rural areas to arterials.

If the Village would like to change a road's classification we can request to do so through WATS. If WATS was in support of the request, it would go to the Southeast Michigan Council of Government (SEMCOG) and then to the Michigan Department of Transportation (MDOT) for their approval. The federal government has guidelines on how many roads throughout the state can be in certain classifications, which is why MDOT approval is necessary. The Village could request to change our federal aid eligible roads to include the truck route which currently runs from Central Street to Third to Broad to Main. MDOT conducts a post-census review of federal aid eligible roadways and has indicated that they will begin this review in late summer or fall of 2013.

The purpose of this discussion item is to continue to work towards setting priorities for road projects in the Village, determine where our current STPU allocation is best spent, review which roads the Village would like to be eligible for federal funding and discuss pursuing additional grant funding.

Memorandum



Date: August 23, 2012

To: Donna Dettling, Village Manager
Allison Bishop, AICP, Community Development Manager
Dan Schlaff, Superintendent of Public Services

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

Re: Ann Arbor Street Scoping

Earlier this year, the Village of Dexter received \$400,000 in federal funding for fiscal year 2014. The funding was allocated for use on one of the Village's three submitted federal aid eligible street projects (Ann Arbor Street, Baker Road and Central Street). From these three projects, Baker Road was designated as the Village's highest ranked project. While Central Street was originally discussed as the likely candidate to receive the funding, the Village Council requested that Ann Arbor Street receive further consideration due to the recently completed improvements on Main Street which directly abuts the Ann Arbor Street section.

A planning level estimate for Ann Arbor Street of \$260,000 was supplied to WATS for the 2014 request. However, this estimate assumed a mill and overlay of Ann Arbor Street. Understanding that the Village may wish to consider improvements beyond this, we reviewed the Ann Arbor street corridor in context to other Village objectives and interests. These include the following:

- Improve pedestrian access and provide decorative cross walks,
- Provide improvements for bicyclist within the corridor,
- Ensure existing public utilities are sound,
- Upgrade street and regulatory signs

Pedestrian Access and Decorative Crosswalks

We understand that the Village wishes to extend the use of decorative crosswalks along the Main Street Corridor. Currently over the project corridor, there are cross walks at Kensington (1), Inverness (2), Hudson (1) and Edison Street (1). Based on recent projects completed by the Village, each decorative walk costs approximately \$5000 installed. Using the existing walks, the decorative walks will add a cost of approximately \$25000 to a construction contract.

In addition to the decorative crosswalks, sidewalk ramp repair will be required at several intersections through the corridor. While recent water main projects have improved some ramps adjacent to areas where work occurred at an intersection, several of the ramps within the corridor will require replacement.

Bicyclists Improvements

In discussions with Allison Bishop, we understand that the Village would like to consider providing bike lanes on Ann Arbor Street. Bike lanes are current in place on Dexter Ann Arbor Road from the Dexter Crossings subdivision and

Memorandum



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ending at Kensington Street. Currently bicyclists entering the Downtown area from the west are instructed to share the road beginning at Kensington Street where the bike lane ends. The current arrangement of the roadway is two (2) twelve foot travel lanes with eight foot parking lanes. At the Inverness and Broad Street intersections, the parking lanes are removed leaving the two travel lanes. Accommodating bicyclists along this corridor will require one of the following options:

Alternate 1 – Mill and Overlay with lanes restored to existing conditions and designed shared lanes

Under this alternative, striped bike lanes would not be implemented. Rather, bicyclists would share the existing 12-foot roadway with motorists as they currently do. To help emphasize the shared nature of the lanes, “Sharrows” would be placed along the roadway. This alternative would not require any widening and would therefore be the least costly.

Alternate 2 – Mill and Overlay with addition of bike lanes and removal of parking on one side of road

This alternative would eliminate on-street parking on one side of the roadway. The removed parking and reduction of the travel lanes from 12 feet to 11 feet would allow for the placement of two 5 foot bike lanes along the roadway. The current roadway design narrows to 24 feet at Inverness Street which would require widening at this location to provide the additional width for the bike lanes.

Alternate 3 – Widen Ann Arbor Street to include bike lanes with parking

This alternative would require the removal of curb on either side of Ann Arbor Street along the entire 2500 feet of roadway. After the curb is removed, the roadway would be widened by approximately three feet on either side of the roadway with new curbs poured. An 11 foot wide parking/bike lane would then be completed. This improvement would likely also require removing and resetting light poles along the entire length of the project to provide adequate separation between the curb and poles. In addition, storm sewer inlets would need to be relocated to match the new gutter line. Due to these issues, this is by far the most costly of the alternatives. We estimate the cost to remove and widen the roadway to cost an additional \$250,000.00.

Utility Improvements

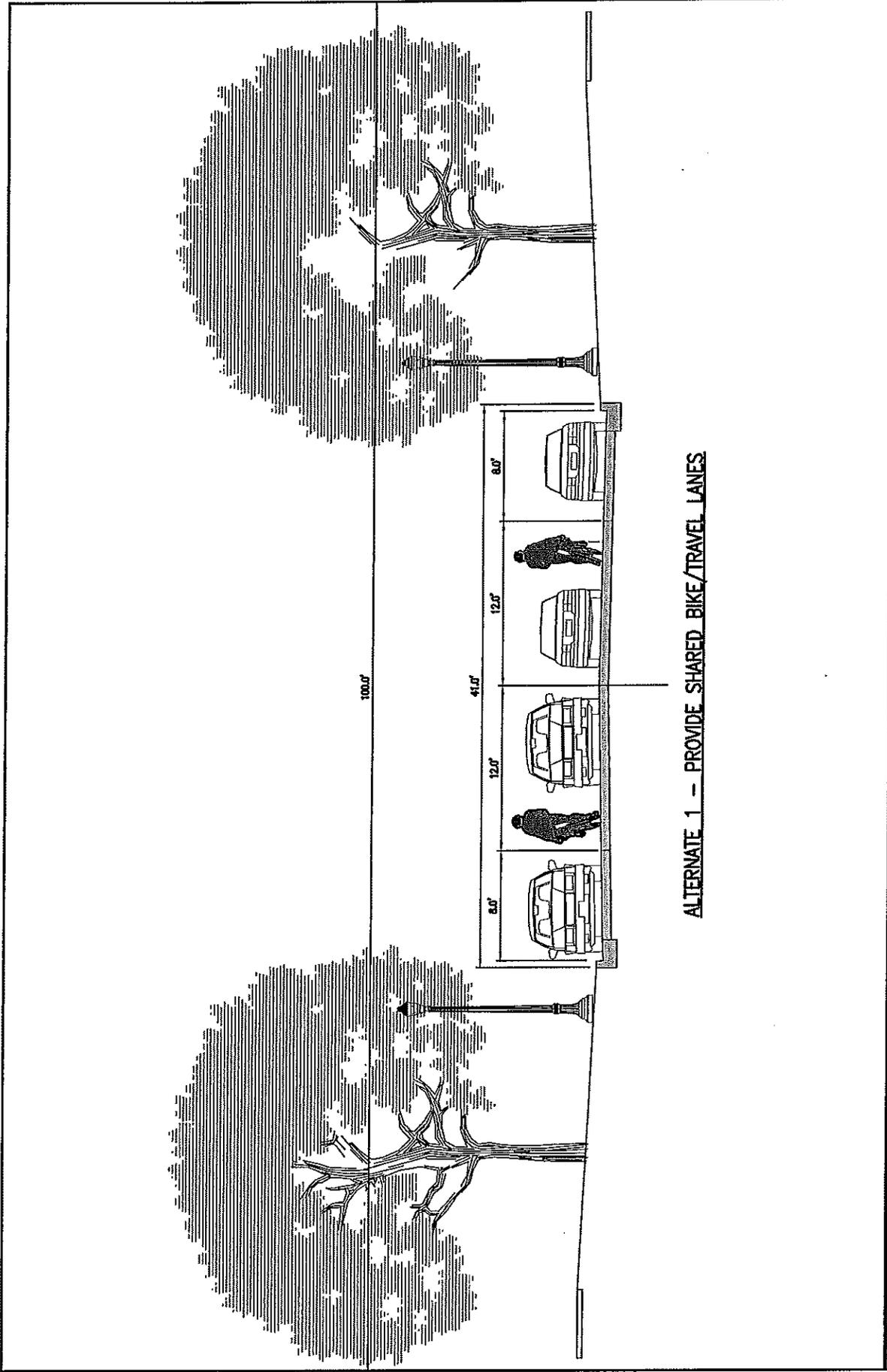
Through discussions and on-site meetings with Dan Schlaff, we understand that existing utilities within the corridor will require replacement. Currently, a cast iron water main dating to approximately 1950 exists under the eastbound lane of Ann Arbor Street between Dover and Kensington Street (approximately 2100 feet of main). As part of the road improvement, it is believed that this water main along with the associated hydrants, valves and water services should be replaced and relocated to the green belts along Ann Arbor Street. The actual location of the main will need to be determined during design, but a potential corridor exists along the existing sidewalk which would help to preserve the existing mature trees along the corridor. It is recommended that the water main is improved as part of or in advance of the Ann Arbor Street work as pavement removal will be required to complete an upgrade of the main and services.

Regulatory Sign Upgrades

If the project is funded through the Federal Highway Administration, the existing street signs along the corridor will likely require removal and replacement. This will likely include the regulatory traffic control signs as well as streets signs.

Summary

The items discussed above provide insight into some of the decisions necessary to proceed with the Ann Arbor Street project. While certain items such as ADA sidewalk improvements and sign upgrades are required by the funding source (FHWA / MDOT), the remaining items are optional local decisions that can be added to the project if desired by Staff and Council.



ALTERNATE 1 -- PROVIDE SHARED BIKE/TRAVEL LANES



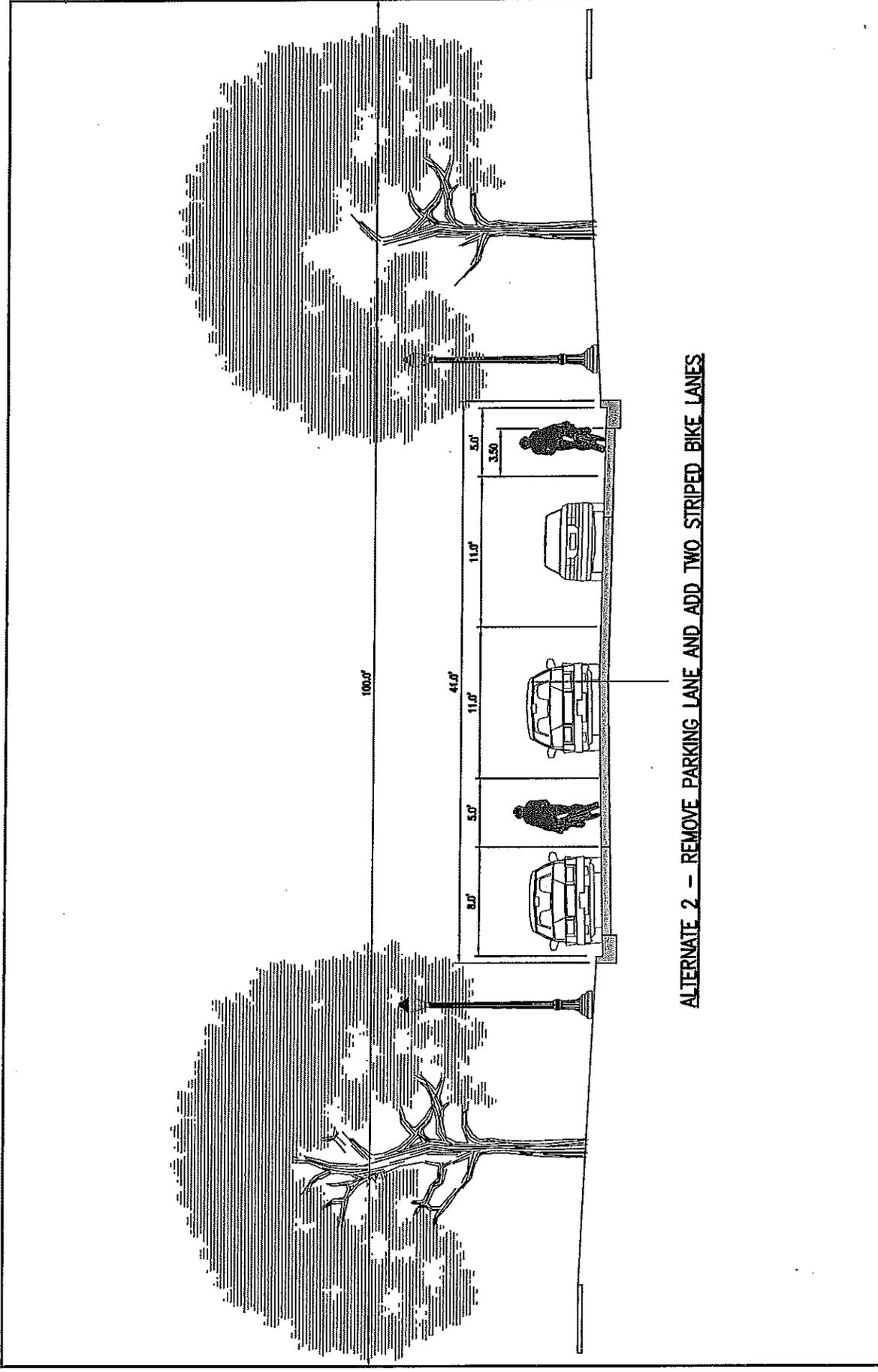
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ANN ARBOR STREET
 BIKE LANE CONCEPTS

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ALTERNATE 2 - REMOVE PARKING LANE AND ADD TWO STRIPED BIKE LANES



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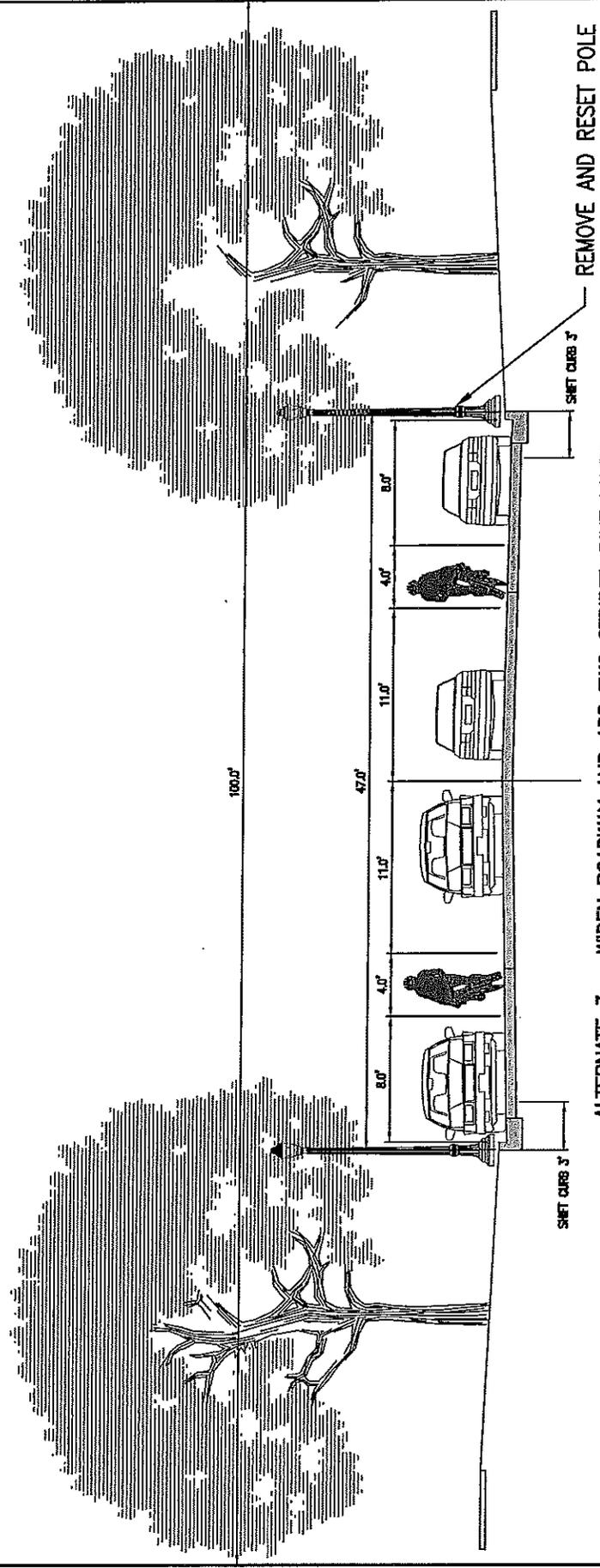
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ALTERNATE 3 - WIDEN ROADWAY AND ADD TWO STRIPED BIKE LANES



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ANN ARBOR STREET
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AGENDA 9-10-12

ITEM L-4

VILLAGE OF DEXTER

cnicholls@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: Council Members
From: President Keough and Courtney Nicholls, Assistant Village Manager
Date: September 5, 2012
Re: Discussion of Regional Fire Interlocal Agreement

To facilitate the discussion to review the draft Interlocal Agreement, the following documents have been provided:

- Resolution in support of the draft interlocal agreement with Webster Township, Dexter Township and Scio Township for fire service that was passed by Council on March 12, 2012
- Memo that was included in the packet as part of the March 12, 2012 discussion
- Current redline version of the interlocal agreement received August 9, 2012
- Comments from Village Attorney Tom Ryan received August 22, 2012
- Comments from Webster Township Attorney Bill Fahey received July 19, 2012
- Comments from 3 Dexter Township Trustees which were forwarded to President Keough from Dexter Township Supervisor Pat Kelly on August 28, 2012
- E-Mail from Jason Hilberer, President of the Dexter Firefighter's Association received August 30, 2012

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 March 12, 2012 at 7:30 o'clock p.m., Eastern Standard Time.

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

ABSENT: None

The following preamble and resolution were offered by Member Tell and supported by Member Carson,

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

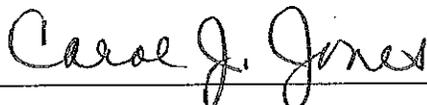
Whereas, a meeting involving all four municipalities was held on January 16, 2012 to discuss the interlocal agreement,

Now therefore be it resolved, that the Village of Dexter supports the regionalization effort and the draft interlocal agreement.

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

NAYS: None

RESOLUTION DECLARED ADOPTED.



Clerk, Village of Dexter

INTERLOCAL AGREEMENT

CREATING

A Regional Fire Department
(a Michigan public body corporate)

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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VILLAGE OF DEXTER

skeough@villageofdexter.org

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.

INTERLOCAL AGREEMENT

CREATING THE

WASHTENAW FIRE ~~and~~ AND RESCUE DEPARTMENT
(a Michigan public body corporate)

BETWEEN AND AMONG

DEXTER TOWNSHIP
(a Michigan general law township)

AND THE

VILLAGE OF DEXTER
(a Michigan general law village)

AND

SCIOSCIO TOWNSHIP
(a Michigan general law township)

AND

WEBSTER TOWNSHIP
(a Michigan general law township)

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 Washtenaw Fire and Rescue 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.

DRAFT [07/19/2012]

Accordingly, Dexter Township, Scio Township, Webster Township, and the Village agree to the following terms and conditions:

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.

~~(e).~~(c). “Alternate Representative” means an individual appointed by a Party as an alternate for a Representative under Section 4.04 of this Agreement.

(d). “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 establishing 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).~~(e). “Department” means the Washtenaw Fire and Rescue Department, a separate legal entity and public body corporate created under Article III of this Agreement.

~~(e).~~(f). “Department Run” means the act of the Department responding with 1 or more vehicles to provide Emergency Services within the Service Area.

~~(f).~~(g). “Dexter Area Fire Department” or “DAFD” means the public body corporate and established under the an interlocal agreement, as amended, which was originally entered into under the Act establishing 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.

~~(g).~~(h). “Dexter Township” means the Township of Dexter, Washtenaw County, Michigan, a Michigan general law township.

~~(h).~~(i). “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).~~(j). “Effective Date” means the later of February ~~February~~ October 1, 2012 or the date on which all of the following are satisfied:

~~(j).~~(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.

~~(k).~~~~(j).~~ “Fire Board” means the governing body of the Department described in Section 4.01 of this Agreement.

~~(l).~~~~(h).~~ “Fire Chief” means the chief executive officer of the Department selected under Section 4.1213 of this Agreement.

~~(m).~~~~(f).~~ “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.

~~(n).~~~~(n).~~ “OMA” means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

~~(o).~~~~(g).~~ “Largest Party” means the Party with the largest financial contribution obligation to the Department as determined annually under Section 7.08 of this Agreement.

~~(p).~~~~(p).~~ “Party” means a party to township or Village that has approved this Agreement and that has not withdrawn from this Agreement.

~~(q).~~~~(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.

~~(r).~~~~(r).~~ “Public Agency” means that term as defined under Section 2(e) of the Act.

~~(s).~~~~(e).~~ “Related Emergency Health and Safety Services” means health and other medically-related services rendered in conjunction with the provision of Emergency Services.

~~(t).~~~~(t).~~ “Representative” means an individual serving on the Fire Board appointed by a Party.

~~(u).~~~~(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.

~~(v).~~~~(v).~~ “Scio Township” means the Township of Scio, Washtenaw County, Michigan, a Michigan general law township.

~~(w).~~~~(w).~~ “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)-(x)~~. "State" means the State of Michigan.

~~(y)-(z)~~. "Transfer Date" means the date 180 days after the Effective Date.

~~(z)-(y)~~. "Webster Township" means the Township of Webster, Washtenaw County Michigan, a Michigan general law township.

~~(aa)-(z)~~. "Village" means the Village of Dexter, Washtenaw County, Michigan, a Michigan general law village. If the electors of the Village approve the reorganization of the Village as a city under The Home Rule City Act, 1909 PA 279, MCL 117.1 to 117.37, with boundaries of the city coterminous with the boundaries of the Village at the time of approval by Village electors, "Village" shall mean the city organized under the charter approved by the electors.

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.

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.

ARTICLEARTICLE III

CREATIONCREATION OF
WASHTENAW

WASHTENAW FIRE ANDAND RESCUE DEPARTMENT

Section 3.01. Creation and Legal Status of Department. The Washtenaw Fire and Rescue 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 ~~maintains~~maintain its nonprofit status.

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 Washtenaw Fire and Rescue 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. ~~Each party may appoint an alternate Representative (who may not serve as an officer) for term of one year. Alternate Representatives shall serve and vote in the short term absence or disability of a Representative.~~ 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 or Alternate 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. Alternate Representatives. For each Representative appointed under Section 4.02, the governing body of the Party appointing the Representative may appoint an Alternate Representative to, except as otherwise provided in this Agreement, exercise the duties of the Representative in the place and stead of the Representative if the Representative is absent or is otherwise unable to perform his or her duties. An Alternate Representative shall meet the requirements for service as a Representative under this Agreement. Each Alternate Representative shall be appointed for a term of 1 year.

Section 4.05. Vacancies. In the event of a vacancy in a position of Representative on the Fire Board or Alternate Representative, the governing body of the Party appointing the

Representative or the Alternate Representative shall fill the vacancy in the same manner as the original appointment for the balance of the unexpired term.

Section 4.0506. 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. An Alternate Representative may be removed from the position of Alternate Representative without cause at any time by action of the governing body of the Party appointing the Alternate Representative.

Section 4.0607. Officers. The Fire Board shall elect from among the serving Representatives a Chairperson, a Vice Chairperson, a Treasurer, and a Secretary to serve as officers 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 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. An Alternate Representative may not serve as an officer of the Fire Board.

~~Section 4.07 Temporary~~

Section 4.08. Officer Absences. ~~In the event of the temporary absence or disability/inability of any officer not constituting a vacancy in office of the Fire Board to perform the duties of his or her position as an officer,~~ the Fire Board may ~~appoint/designate~~ another member of the Fire Board ~~Representative~~ to temporarily assume the duties of the officer position as an acting officer. But, in the event of the ~~temporary absence or disability/inability~~ of the Chairperson to perform his or her duties as Chairperson, the Vice-Chairperson shall serve as the acting Chairperson.

Section 4.09. ~~Section 4.09~~ 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. ~~Members of the Fire Board may participate in meetings by electronic means of communication to the fullest extent permitted by law.~~ 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 4.0910. Quorum and Voting. A majority of the Representatives serving, including any Alternate Representatives serving on behalf of a Representative, shall constitute a quorum for the transaction of business. ~~The, except as otherwise provided in this Agreement.~~ When a quorum is present, the Fire Board ~~shall~~ may act only by a majority vote of the Representatives serving at the time of the vote, including any Alternate Representatives acting on behalf of a Representative. Each Representative or Alternate Representative shall have 1 vote. ~~Members of the Fire Board~~ Representatives and Alternate Representatives shall not engage in proxy voting.

Section 4.1011. Ethics and Conflicts of Interest. The Fire Board shall adopt ethics policies governing the conduct of Representatives, Alternate 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, Alternate Representatives,~~ 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 4.412. Compensation. The Representatives and Alternate 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 or Alternate Representative may engage in private or public employment, or in any profession or business. Representatives and Alternate 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 4.1213. 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 4.13,14. 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 ~~members of the Fire Board.~~ Representatives serving on the Fire Board, including any Alternate Representatives serving on behalf of a Representative. 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 4.1314. Fiduciary Duty. The Representatives, Alternate 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 4.14-15. Oath of Office. The Representatives, Alternate 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 Clerk of Washtenaw County~~ Secretary.

~~ARTICLE~~ARTICLE V
POWERS OF THE DEPARTMENT
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).— ~~Establishing and maintaining definite fire limits.~~
- ~~(d).~~- Purchasing and providing suitable vehicles and equipment for the extinguishment of fires.
- ~~(d).~~~~(e).~~ Erecting and maintaining buildings for the keeping of vehicles and equipment.
- ~~(e).~~~~(f).~~ Employing fire fighters, fire safety inspectors, and other personnel.
- ~~(h).~~ (f). Operating or furnishing ambulance and inhalator services, including, but not limited to, emergency medical services and rescue and ambulance services.
- ~~(i).~~~~(g).~~ Adopting rules or regulations governing the internal administration and functioning of the Department.
- ~~(j).~~~~(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.
- ~~(k).~~~~(i).~~ Collecting fees for the provision of Emergency Services.
- ~~(l).~~~~(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.
- ~~(m).~~~~(k).~~ Entering into a mutual aid or reciprocal aid agreements or compacts.
- ~~(n).~~~~(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.

(e)-m). Exercising the authority of a township and a village under the Fire Prevention Code, 1941 PA 207, MCL 29.1 to 29.33, or if the Village is reorganized as a city, exercising the authority of a township and a city 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~~ 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 Municipalities/Public Agencies. The Department may also 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~~ if otherwise authorized under state 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.

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 ~~authorized by law.~~ 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 of the DAFD to the Department 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 additional agreements with the DAFD or DAFD Participants or execute documents as necessary to ~~implement this Agreement~~ transfer assets, liabilities, obligations and employees of the DAFD or the Department or as otherwise necessary to facilitate the implementation of this Agreement. ~~After the Transfer Date, the DAFD Participants shall terminate the DAFD consistent with the interlocal agreement authorizing the DAFD.~~

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, ~~or the DAFD.~~ 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 for the Department and should be updated and presented to the Fire Board every year. Existing facilities shall be the basis of the formulation of the Plan. ~~A Village of Dexter Station, a Dexter Township Station, a Scio Township Station and a Webster Township Station will be included in the~~ The Master Service Response Plan. shall include a station in each of the following:

- (a). The Village.
- (b). Dexter Township.
- (c). Scio Township, but not within the Village.
- (d). Webster Township, but not within the Village.

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 ~~an individual~~ 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~~ Each year, after first determining projected annual fees, rates, charges, or other revenue payable to or collectable by the Department, the Fire Board shall determine annually ~~the any additional~~ amount of each Party's financial contribution necessary 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. ~~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. ~~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. ~~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 ~~XX~~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. Notwithstanding the term of the Agreement under this paragraph, this Agreement may be terminated before the expiration of a term as provided under Section 8.05 of this Agreement.

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 ~~members of the Fire Board~~ Representatives on the Fire Board, including any Alternate Representatives serving on behalf of a Representative. 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 ~~majorities~~ 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.

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 other-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, ~~either party to the other,~~ 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.~~

This Agreement has been approved by the governing bodies of the Parties and is executed on behalf of the Parties on the dates indicated below:

VILLAGE OF DEXTER

Dated: _____ By: _____

Shawn Keogh,
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 448103

WEBSTER TOWNSHIP

Dated: _____ By: _____

__John Kingsley,

___Township Supervisor

___Address: 5665 Webster Church Rd.
Dexter, MI 448130

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

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).

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

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

EXHIBIT E
EXAMPLE OF PROPOSED COST-WEIGHTED FORMULA-EXAMPLE

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%
Total	32,907	100.00%

2010 Census
Data

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%
Total	\$2,348,724,800	100.00%

2011 Washtenaw County
Equalization Report, 2011

* - Usage shall be the total of the prior three years Department Runs for the Member's service area except that Scio Twp's Usage shall be increased by 25% for the calendar years prior to the effective date of this Agreement

**% Total
Usage**

* - Usage shall be the total of the prior three years Department Runs for the Party's Service Area except that Scio Township's Usage was increased by 25% for the calendar years prior to the Effective Date

Unit	Usage*	% Total Usage
Dexter Twp	866	14.93%

Dexter Village	838	14.45%
Scio Twp	3,251	56.06%
Webster Twp	844	14.55%
Total	5,799	100.00%

Actual ~~run~~ data from 2008, 2009 and 2010

Weight per factor	30%	30%	40%	
Unit	Population	SEV	Usage	Total
Dexter Twp	5.51%	4.37%	5.97%	15.85%
Dexter Village	3.71%	2.63%	5.78%	12.12%
Scio Twp	15.02%	17.54%	22.43%	54.98%
Webster Twp	5.77%	5.46%	5.82%	17.06%
Total	30.00%	30.00%	40.00%	100.00%

Example \$2,000,000
Proposed Sample
Budget

	<u>Sample Budget</u>			
Unit	Allocation			
Dexter Twp	\$317,019	(<u>15.85%</u>	(15.85% of comb. Sample Budget)
Dexter Village	\$242,338	(<u>12.12%</u>	(12.12% of comb. Sample Budget)
Scio Twp	\$1,099,538	(<u>54.98%</u>	(54.98% of comb. Sample Budget)
Webster Twp	\$341,105	(<u>17.06%</u>	(17.06% of comb. Sample Budget)
Total	\$2,000,000			

LAN01243051-3
 IDASCLL-071889/0999

Memo

ATTORNEY-CLIENT PRIVILEGE

To: Shawn Keough, Village President, Council members and
Courtney Nicholls, Assistant Village Manager,

From: Tom Ryan, Special Counsel

Date: August 22, 2012

Re: Village of Dexter Fire Consolidation Agreement

Dear President Keough, Members of Council and Ms. Nicholls:

I have reviewed the proposed Interlocal Agreement creating the Washtenaw Fire and Rescue Department between and among Dexter Township, the Village of Dexter, Scio Township and Webster Township.

I have not been involved in the negotiations of the Agreement, so I am assuming for the sake of this memorandum that Council and the Administration for the Village are familiar of the details of the Agreement. If there are any issues that anyone would like clarified regarding the substance of the Agreement, I would be pleased to do so. Clearly, the underlying laws and constitutional provisions cited allow the entry of this Agreement between the public bodies corporate involved and the general funding mechanism will be a requested budget every year by the fire board to the four (4) public corporations based upon the percentages included in the Agreement. This new entity will not have the power to tax on its own, only through the taxing power of the underlying four (4) governmental units. The tax limitations are Section 5.07 of the Agreement.

Specific comments:

My first specific comment relative to the Village of Dexter is included in Article 1, Definitions, 1.01(aa). I believe we should refer to the State Boundary Commission proceeding Docket No. 10-1-2 reference that a final decision and order has been entered on the 13th day of July, 2012, by Stephen H. Hilfinger, Director, Department of Licensing and Regulatory Affairs, which will change the current village boundaries to adjacent areas of Webster Township if approved by the village electorate.

My suggested definition for the Village should be as follows:

(aa). "Village" means the current Village of Dexter, Washtenaw County, Michigan, a Michigan general law village. The Village has petitioned through the State Boundary Commission to amend its boundaries and become a Home Rule City through the State Boundary Commission. As of July

13, 2012, the State Boundary Commission Director, Stephen H. Hilfinger, Licensing and Regulatory Affairs, has approved the Village's petition to proceed to be incorporated as a Home Rule City. If approved by the village electorate, the new city boundaries would include the current village boundaries as well as contiguous sections of Webster Township, as approved by the State Boundary Commission, Docket 10-1-2. The Village shall mean the city organized under the charter approved by the electors.

As to Section 6.08, Master Service Response Plan, (a), I believe it should include the word "the village, or the newly incorporated city approved by the village electorate" as referenced in the definitional section.

My suggestion for this section should read as follows:

(a) The Village or the newly incorporated city approved by the village electorate as referenced in definitional Section 1.01 (aa).

Exhibit A, Department Service Area, No. 1 refers to Village of Dexter, I believe the reference should include the State Boundary Commission proceedings, which if a new city is approved by the village electorate will include portions of the Township of Webster. The boundaries as approved by the State Boundary Commission through its Order of July 13, 2012.

My suggestion for this should read as follows:

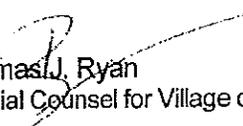
1. **Village of Dexter** - The Village or the newly incorporated city approved by the village electorate as referenced in definitional Section 1.01 (aa).

Exhibit B, Assets Transferred to Department on Effective Date, I do not know what those assets involve relative to the Village of Dexter, nor Exhibit C, the Liabilities and Obligations Assumed by Department on Effective Date, I do not know if there are any legacy costs. Section 6.05, Assumption of Liabilities and Obligations, indicates that the department will not assume the liabilities or obligations of a party or the prior entity, other than liabilities that will obviously be detailed on Exhibit C. I believe that should be specified prior to signing by the Village.

Those are my comments on the proposed Agreement. I would be pleased to discuss this with Council, President Keough or Assistant Manager, Courtney Nicholls, further.

It is my pleasure to work with the Village.

Respectfully submitted,


Thomas J. Ryan
Special Counsel for Village of Dexter

Courtney Nicholls

From: John Kingsley <jkingsley@twp.webster.mi.us>
Sent: Thursday, July 19, 2012 2:04 PM
To: ESClark@twp.scio.mi.us; supervisor-dexter@twp-dexter.org; skeough@wadetrim.com; Courtney Nicholls
Subject: FW: Review of Draft Joint Fire Agreement/ Subject to Attorney-Client Privilege

Everyone,

Our BOT has agreed that you can be a party to the comments from our attorney; therefore, I am forwarding them to you. Some are of interest to all.

John

From: William Fahey [<mailto:WFahey@fsblawyers.com>]
Sent: Tuesday, June 26, 2012 6:56 PM
To: John Kingsley
Subject: RE: Review of Draft Joint Fire Agreement/ Subject to Attorney-Client Privilege

John,

Based on my review of the proposed Agreement, I have the following comments and suggestions.

1. As drafted, this Agreement is not effective unless approved by all four municipal governing bodies.
2. Section 4.02 calls for each party to appoint 2 representatives to the Fire Board, except for the "Largest Party," which appoints 3 representatives. Thus, it calls for a 9-member Fire Board, which is very large and could be a fairly unwieldy body. There is also an issue whether the Urban Cooperation Act, under which this Fire Board is proposed to be incorporated, allows each unit to have more than one representative. MCL 124.507 says that: "The governing body of each public agency shall appoint *a member* of the commission, board or council constituted pursuant to the agreement." (Emphasis added). So, if representation is one of your issues, you may want to raise this legal concern. There are other alternative statutes under which this Fire Board could be created (such as Act 33, which requires that each unit appoint 2 members, and then the Fire Board as a whole appoints another member to provide for an odd number of members; MCL 41.811).
3. One of the concerns with one party having a larger representation is that they will always carry the day on any contested issues as long as they can get one other party to agree.
4. Section 4.08 is drafted so that no single party, except the "Largest Party" can call for a special meeting unless the Chair calls the meeting. This may not be a serious problem, since regular monthly meetings are required.
5. Section 4.09 requires that any action taken by the Fire Board requires at least a majority vote of all the representatives then serving (not just a majority of those present at a meeting). In other words, just by not showing up at a Fire Board meeting, a representative effectively votes "no" on any matter that comes before the Fire Board.
6. Section 5.01 (i) allows the Fire Board to collect fees for emergency services. It should be clarified in the Agreement how such fees are established, and how and why they would be assessed and collected.

7. Section 5.01(m) refers to exercising the authority of “a township and a village.” Since the village is attempting to become a city, perhaps that should be covered as well.

8. Section 5.03(a) gives the Fire Board authority to: “Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans.” Is it contemplated that the fire services will be financed by fees, charges or rates? To whom would these amounts be charged? No limits are set in the Agreement. The reference to loan repayments, interest rates and other loan charges would seem to imply that the Fire Board would be making loans, which is quite unusual.

9. Section 5.05 gives the Fire Board authority to finance emergency services through service fees. Again, no limits are set.

10. Section 5.06 allows the Fire Board to contract with other non-member municipalities to provide emergency services, for fees and charges different than those paid by the members.

11. Under Section 5.07, the Fire Board cannot levy taxes (as opposed to fees, rates or charges) to support its services, but the individual units may levy taxes “as agreed by the Parties and to the extent provided by law.” Why should one party care how another party pays for its share of the budget, i.e., by general fund, special assessments, taxes, or fees?

12. Section 6.02 calls for the parties to make “nonexclusive” contributions to the department. This means that the department may contract with the parties to raise money (for example through each party levying a millage), but the department can still raise money through other means, such as rates and fees.

13. Sections 6.03 and 6.04 seem to allow for special treatment of participants in the existing Dexter department, and possibly even the continuation of the Dexter department, as well as the transfer of some but not all assets from the Dexter department to the new department. It seems more appropriate that the termination of the Dexter department should be a condition of the formation of any new department with members from the Dexter department. Having two departments potentially operating at once, even if one is only a shell, may create some confusion.

14. Under Section 6.05, the Dexter department and each of the parties should carefully work with their insurers to be sure they have insurance for any potential past liabilities, as the new department will not assume such prior liabilities, except those listed on Exhibit C.

15. Section 7.04 allows the Fire Board to increase its budget annually without seeking approval of the parties in an amount equal to the CPI plus 3%. If it wants to exceed that much of an increase, it must seek approval from a majority of the parties’ governing bodies. This is a very liberal provision for budget increases. Some fire agreements require unanimous approval by all the parties for any budget increase. A liberal provision for increases will tend to benefit the employees of the department, who will likely come back, year after year, seeking wage increases equal to the CPI plus 3%. With this language, such wage increases may be politically or legally difficult to deny.

16. Section 7.08 contains the calculations for each party’s annual contribution to the department’s annual budget. The contributions are weighted according to 30% by population (according to SEMCO estimates); plus 30% by SEV; plus 40% by department runs to each unit, adjusted by 1.25% for Scio Township only to account for its higher level of service. Although such formulas seem “objective,” and various versions of such formulas are frequently used, they all involve a degree of favoritism or prejudice to various interests. Some thoughts:

- a. One thing not accounted for in this formula is the distance from the fire hall, which does determine some of the “value of service.”

b. Farmland, although valuable, receives comparatively little value from fire service, so might perhaps be discounted in value from other types of SEV.

c. All "department runs" are not alike, and if a disproportionately large number of expensive runs tend to occur in one community, it is to that party's benefit to rate all runs as equal.

d. Certain types of runs may not be fairly counted against a single party, such as runs to community centers, hospitals, convalescent homes, and rest stops, to name some examples. A rest stop may be in a particular township, and receive a large number of "runs" for car fires, but why should that township be required to pay that larger community cost?

e. The 25% adjustment for Scio only applies to the historical usage piece. Thus, Scio is really only paying a 10% premium (25% x 40%) for its higher level of service.

17. Sections 7.08 and 7.09 obligate each party to pay its share of the department's annual budget, totaling to 100% of the department budget. Given these contributions, it is not clear why the parties in some of the sections above also give the Fire Board authority to charge fees, rates and charges. With the parties funding 100% of the department's budget, it should not be necessary to also charge fees and rates.

18. You are correct that the exit terms are quite adverse for a withdrawing party. Section 8.01 seems to make this a perpetual agreement unless *all* the parties jointly agree to end it. So, even if one or more parties attempt to "withdraw" in 15, 25, 35 years, etc, they will be treated as "quitters" unless everybody agrees to end the agreement. That will probably not happen, without extreme grief, since any one party can hold out to be the "last man standing" and possibly claim all the department's assets. Any party that "withdraws" at any time gets no share of the department assets, even those assets that it contributed.

19. Although under Section 8.03, the withdrawal of the second to last party "terminates" the agreement, it is not clear if even that party is still treated as having "withdrawn." But it is clear that if two members remain, the other "withdrawing" members are entitled to no portion of the department's assets.

20. Section 8.05 allows for "termination" by a majority of the parties. In this case, that would require 3 out of 4, but this provision seems inconsistent with Section 8.01, which automatically extends the agreement for successive terms unless all the parties agree not to extend it. The provisions in Article VIII are at best ambiguous as currently written. Within the last month, I just settled a similar case involving three townships who were members of a joint fire department, and similar ambiguity in the termination/withdrawal language made the dispute very difficult to settle.

21. Section 9.08 contains an optional arbitration clause to resolve disputes. But any party can force a dispute to be resolved in court if it does not want to go to arbitration.

22. The agreement calls for approval by the Governor. Such approval is not required under MCL 124.510 unless funds of the state are to be allocated to carry out the agreement. I do not see any contemplation of state funds in this agreement.

If you have any specific issues or questions, or want to expand on my comments above, please let me know.

Thanks,

Bill Fahey

Courtney Nicholls

From: Keough, Shawn <SKEOUGH@WadeTrim.com>
Sent: Wednesday, September 05, 2012 2:36 PM
To: Courtney Nicholls
Subject: FW: Regional Fire

Please include this email in the packet as part of the Interlocal Agreement discussion. Thanks.

From: Pat Kelly [mailto:supervisor-dexter@twp-dexter.org]
Sent: Tuesday, August 28, 2012 10:58 PM
To: Keough, Shawn; Clark, Spaulding; Kingsley, John; Read, David
Subject: FW: Regional Fire

FYI – Comments from Trustee Brushaber.

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

From: Libby Brushaber [mailto:libbybrushaber@gmail.com]
Sent: Monday, August 27, 2012 9:44 PM
To: Pat Kelly
Cc: Harley Rider; Jason Maciejewski; Vickie W. Kooyers; Steve Feinman
Subject: Regional Fire

To: Pat Kelly, Supervisor

From: Libby Brushaber

Date: August 27, 2012

Section 3.02 - I think it should be unanimous vote of the Fire Board for the placement of the fire department principal office.

Section 4.02 – The Largest party gets three votes – no. A Representative shall continue to serve until a successor is appointed and qualified. Why this statement when you have alternates to step into the representative spot. The terms for the elected representative should be for their term in office.

Section 4.07 – The Secretary or designee of the Secretary shall be the official custodian of the records of the Board. I think the Chief should be the keeper of the records and all records keep at the Principal Office. The Secretary is only appointed for one year.

Section 4.09 – add sentence that the Annual Budget to be submitted to the Party's prior to the adoption and a final copy after adopted to each Party's Clerk.

Section 4.12 – I don't think that the Fire Board should be paying out compensation, if the Township wants to pay them fine. There are no limits on the compensation by this agreement.

Section 4.13 – refers to 4.13, wrong section quoted.

Section 4.15 should this be done by the Township? Other than the Chief?

Section 5.01 (f) this should be up to the townships not department.

(i) Collecting fees for the provision of Emergency Service. Our Tax payers are already paying the fire millage, why should they pay again?

(l) This should be up to the Township to allow other municipalities and not the Fire Board.

Section 5.04 – the Townships should first adopt an ordinance along with the Fire Board. Do they have the power?

Section 5.05 once again; our tax payers are already paying millage.

Section 5.07 – I agree with Webster.

Section 6.03 talks about DAFD but does not talk about Scio. Should be the same.

Section 7.04 – the Chief should be responsible for submission of the tentative budget.

Section 7.08 – How is the Township going to be able to budget at our April 1st meeting if they don't have to have theirs done until April 1st. Should they be on a different Fiscal Year?

How are the mutual aids runs being pay for? The schools were being split between all municipalities because all of our kids attend the school but the schools are in the Village.

Section 8.02 – this could end up being a 23 month process. Is that what we want?

Section 9.04 – All written notices shall be sent to each Party's signatory AND CLERK..... they are the official record keepers.

There are many grammatical errors in punctuation and capitalization.

Please refer to Webster Township Attorneys comments which I agree with many of them.

The document should require the new Fire Board a date which there shall be by-laws.

Courtney Nicholls

From: Keough, Shawn <SKEOUGH@WadeTrim.com>
Sent: Wednesday, September 05, 2012 2:42 PM
To: Courtney Nicholls
Subject: FW: Draft Interlocal Agreement

Please include this email in the packet as part of the Interlocal Agreement discussion. Thanks.

From: Pat Kelly [mailto:supervisor-dexter@twp-dexter.org]
Sent: Tuesday, August 28, 2012 11:00 PM
To: Keough, Shawn; Clark, Spaulding; Kingsley, John; Read, David
Subject: FW: Draft Interlocal Agreement

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

From: Vickie W. Kooyers [mailto:treasurer-dexter@twp-dexter.org]
Sent: Tuesday, August 28, 2012 3:13 PM
To: 'Pat Kelly'
Subject: Draft Interlocal Agreement

Pat,

I agree that in a collaboration that there is compromise with the ultimate goal to provide the greatest good for the greatest number in a fiscally responsible manner that may not be totally equitable; however, Webster Township had their attorney review the agreement as it pertained to Webster Township's interests and I feel that Dexter Township should do the same. I would be interested to know the discussion of the committee members as to Mr. Fahey's comments on behalf of Webster Township and the decision whether to address them or not in the current draft. If upon Peter's review he has some of the same comments maybe more revision needs to be done on the draft before we consider approval of it. To my knowledge Webster did not discuss the Interlocal at their August meeting – I believe they are moving cautiously.

For what it's worth,

Vickie

Vickie W. Kooyers
Dexter Township Treasurer

6880 Dexter-Pinckney Rd.
Dexter, MI 48130

Phone: (734) 426-3767
Fax: (734) 426-3833



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Courtney Nicholls

From: Keough, Shawn <SKEOUGH@WadeTrim.com>
Sent: Wednesday, September 05, 2012 2:35 PM
To: Courtney Nicholls
Subject: FW: Concerns on the proposed Interlocal Agreement
Attachments: 2012 08 27 Regional Interlocal Concerns.doc

Please include this email in the packet as part of the Interlocal Agreement discussion. Thanks.

From: Pat Kelly [mailto:supervisor-dexter@twp-dexter.org]
Sent: Tuesday, August 28, 2012 10:58 PM
To: Keough, Shawn; Clark, Spaulding; Kingsley, John; Read, David
Subject: FW: Concerns on the proposed Interlocal Agreement

FYI – See attached from Harley Rider.

I will be forwarding the other comments from my Board and, hopefully, I will have time to prepare some sort of response for the committee's review before we next meet.

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

From: Harley Rider [mailto:clerk-dexter@twp-dexter.org]
Sent: Monday, August 27, 2012 7:08 PM
To: Pat Kelly
Cc: Vickie W. Kooyers; Jason Maciejewski; Brushaber, Libby; steve feinman
Subject: Concerns on the proposed Interlocal Agreement

Pat,

Please see my attached memo regarding my concerns on the proposed regional fire Interlocal Agreement.

As always, I am open to continuing dialog with you, or with the Interlocal Committee as a group.

Harley B. Rider, Clerk
Dexter Township
(734) 426-3767 x 26
(734) 645-4036 Cell

Please consider the environment before printing this message.

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Memorandum

DEXTER TOWNSHIP
OFFICE OF THE CLERK

To: Pat Kelly, Supervisor
From: Harley Rider, Clerk
CC: Township Board Members
Date: 5 September, 2012
Re: Proposed regional fire Interlocal agreement – concerns.

Let me preface my comments by stating my position that *in general* I believe in regionalization or consolidation of public safety resources – within limits. I believe that such combination of resources *can* result in a higher level of service for the same cost, or the same level of service at a lower cost, providing the resource allocation is optimized and the costs are fairly distributed. Also, I sincerely appreciate the efforts put into this document by the various parties who have worked on this for a long time.

Having said that, I have some serious concerns with the proposed Interlocal agreement for a consolidated (regional) fire department as they relate to Dexter Township.

- 1) **The Name:** Although I believe this has been touted as *the* main point of contention, I believe that is a red herring that detracts from some of the more important issues as they relate to Dexter Township. I have no reason to believe that a name such as “Dexter-Scio-Webster Consolidated Fire Rescue” wouldn’t be accepted by all parties. However, the name “Washtenaw Fire and Rescue Department” is not only highly inaccurate as to the description of the service area, it may be insulting to the other 17 townships, five cities and two villages in Washtenaw County which are *not* (yet) participants. I understand that the name is designed to fit an even larger future “regional” area than just Dexter, Scio and Webster, but that is an issue that can be dealt with later – if and when such expansion actually takes place. Even then, a more accurate and descriptive name should be considered, rather than just “Washtenaw”. For now, considering that the “region” proposed is the region basically surrounding the Village of Dexter, there is nothing inappropriate with the current name, “Dexter *Area* Fire Department” – except to those who have expressed an aversion to anything that appears to be “Dexter-centric”, or those who believe that a name is critical to a “new beginning” (actually, a *merger*).
- 2) **Section 4.02** (also section 1.01(o)): I have expressed my concern on many occasions that all parties should be equally represented. The concept of a “largest party”, while somewhat noble in principle as a recognition to the financial contribution of a party, goes against the “democratic” principle of “one man, one vote”. At the National level where representation in the Legislature is based on population, the disparity is offset by the number of States. In a proposed body with only four participants, the “largest party” can team up with just one other party to dominate all transactions, to the

detriment of the two “smaller” parties. In this case, Scio Township (the largest party) could easily team up with Dexter Village – which mostly lies within Scio Township and which has a great deal to gain by doing so – could easily dominate all decisions to the detriment of Dexter and Webster Townships. I understand the argument that the current DAFD Interlocal Agreement has a disparity of voting power with the “at large” position. I don’t agree with the concept of an “at large” position and the proposed Interlocal is the perfect opportunity to get rid of that concept. As to breaking ties on a board with an even number of votes, mediation is a viable option. Plus, any tie vote would just point up the disparity in needs and/or differences between groups of municipalities.

On a side note, in William Fahey’s response to Webster he cites the Urban Cooperation Act, offering the opinion that MCL 124.507 may limit the number of representatives to one per municipality. Has the “committee” discussed and researched this concern?

I rarely take a position that a single issue in a complex document is a “hill to die on”, but I take that position here. As long as one municipality gets more votes than the other participants, I will not vote to approve the “agreement”.

- 3) **Section 4.10:** To me, the term “Representatives serving” is muddy. On first reading, it appears to mean those actually appointed and sworn in, whether or not in attendance at a meeting. If that is the case, a municipality could be at a disadvantage if it failed to make an appointment to a vacant position in a timely manner, and this could be taken advantage of by potentially unscrupulous parties. Hypothetically, if Dexter Township had, for some unforeseen reason, its regular and alternate positions vacant and hadn’t yet made reappointments, the “Representatives serving” would then be only seven (2 Webster, 2 Village and 3 Scio), meaning that the “majority” would be 4. Thus, an actual minority of the representative *positions* would control the vote. Not likely to happen, but possible. A possible remedy would be to replace the term “Representatives serving” with “Representative *positions provided for in the agreement*”.
- 4) **Section 5.03(a):** I concur with Mr. Fahey’s concerns, particularly with his statement that “No limits are set in the Agreement.”
- 5) **Section 6.03:** This section states, “After the Effective Date, the Department may enter into additional agreements with the DAFD or DAFD Participants...”. Definition “J” (J(i) through J(vii)) defines “Effective Date”, but this section gives no timeline to “...execute documents...”, etc. Without a definitive timeline, it would be possible for the DAFD to turn over all its personnel and equipment, but for Scio to withhold all its personnel and/or equipment. (See also **Section 6.04**) In addition, refer to the concerns expressed by Mr. Fahey on 6.03 and 6.04.
- 6) **Section 7.04:** I concur with Mr. Fahey’s concerns.
- 7) **Section 7.08:** I have on many occasions expressed concern with the 30/30/40 contribution formula and concur with Mr. Fahey’s concerns. I am particularly concerned that no other formula was considered. As I recall Dr. Harvey’s original talk

on this matter, he said that each group of participants need to develop a formula that works best for them and that the 30/30/40 formula was only one of an almost infinite number of possibilities. This funding formula is apparently unfavorable to the residents of Dexter Township (*and Webster Township*), while being very favorable to Scio Township and the Village of Dexter. It is very possible that the current funding formula, which is strictly run-based, is not favorable to Dexter Village, but I was elected to look out for the residents of Dexter Township, not the other municipalities. I would be hard pressed to tell the Dexter Township taxpayers that their costs are going up (and I have no reason to believe they *won't* go up under the proposed funding formula, despite what is shown in "Exhibit E"), while their level of service would not improve. In fact, it is my opinion that the level of service under this proposed Interlocal could actually *decrease* to Dexter Township, particularly with the Scio/Village combination having a majority vote.

Any other concerns I have are relatively minor and are certainly not "hills to die on", but until the aforementioned issues are resolved so as to not put Dexter Township into a potentially unfavorable position, I cannot vote to approve it as presented.

The primary beneficiary to this agreement is Scio Township (Dexter Village is a secondary beneficiary as a result of the proposed cost allocation model) and the current DAFD Interlocal Agreement has built in mechanisms for Scio to join the DAFD at any time.

August 30, 2012

To: Regional Fire Committee

From: Dexter Fire Fighters Association

We wish to thank you for the opportunity in past meetings to share our feedback and input regarding the consideration of combining fire departments. It is our understanding that the Regional Fire Committee may be close to calling for a vote on an Interlocal agreement to merge the Dexter Area Fire Department and the Scio Township Fire Department.

In the spirit of collaboration, we would appreciate the opportunity to seek and share information regarding the following prior to a vote from the participating municipalities:

- The existence of two departments with very different standard operating procedures and protocols, with a history of different methods of operating.
- The department's provide very different levels of service.
- The command structure at each department is set up completely different from the other, creating questions regarding integration and chains of command.
- Current cited deficiencies or identified areas of improvement in both departments may become larger, more complex issues with a merger.
- The departments currently offer different employee rewards packages (base salaries, overtime practices and fringe benefits).

Prior discussions have occurred with each municipality separately, and we respectfully submit that a joint review of the changes and new Interlocal agreement with each of the municipalities at the same time would facilitate the most complete and accurate discourse. Similarly, a joint voting session of the municipalities would also support transparency and the spirit of cooperation being sought by this initiative.

As with any merger, the largest risk area is the management of the team/human aspects. "The simple answer is that most executives manage the **business** integration but do not manage the **human** integration. Eager for the gains anticipated, they treat the acquisition like a series of financial reports, instead of proud and vibrant organizations comprised of human beings." (Brien Palmer, InterLink Management Consulting.)

As such, and in the spirit of public safety, we respectfully ask for continued and thoughtful debate regarding these concerns before the merger takes place. Failure to do so could create issues of low morale, high turnover, poor performance and/or life safety. Additionally, we hope it is fair to say that resolving these questions will best set up a new Chief for success, versus burdening them with many serious challenges prior to their first day on the job.

The intention of this letter is not to hamper merger discussions, but to resolve concerns proactively in order to lay a solid foundation on which to build a strong department. Our support of a merger is tied to continued and productive communication, and we welcome the opportunity to meet with you to discuss next steps. Unfortunately at this time, we are unable to support this merger due to the way it is being presented. If the merger takes place we want it to run well for a long time. We the firefighters are the ones that will have to work with the success or cope with the long term complications of a bad merger.

Please contact me by September 14, 2012 in regards to this matter.

On behalf of the Dexter Firefighters Association

Jason Hilberer, President

cc:

Dexter Twp.

Dexter Village

Webster Twp.

Dexter Area Fire Board

Dexter Twp. Public Safety Committee