

DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, OCTOBER 8, 2012

A. CALL TO ORDER

The meeting was called to order at 7:29 PM by President Keough at the Dexter Senior Center located at 7720 Ann Arbor Street in Dexter, Michigan.

B. ROLL CALL: President Keough

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

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Carol Jones, Village Clerk; Dan Schlaff, Public Services Superintendent; Rhett Gronevelt and Patrick Droze, Orchard, Hiltz and McCliment; residents and media.

Trustee Tell entered the meeting at 7:31 PM

C. APPROVAL OF THE MINUTES

- 1. Regular Council Meeting – September 24, 2012

Motion Smith; support Carson to approve the minutes of the Regular Council Meeting of September 24, 2012 as presented.

Unanimous voice vote for approval with Trustee Fisher absent

D. PREARRANGED PARTICIPATION

None

E. APPROVAL OF THE AGENDA

Motion Smith; support Tell to approve the agenda with the following additions:

- Old Business, K-1 Cityhood – additional information
- New Business, L-5 Ann Arbor Street Project – additional information

Unanimous voice vote for approval with Trustee Fisher absent

F. PUBLIC HEARINGS

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

None

G. NON-ARRANGED PARTICIPATION

Mary Kimmel of 3290 Central Street, Dexter stated that she understands that the Village Council does not have a decision in moving the Post Office but hopes that the Council does have influence on Dexter Crossings to make an offer to the Post Office. Ms. Kimmel also mentioned a hit and run accident that happened right in front of the Post Office two weeks ago.

William Kincaide of 235 Katherine Way, Dexter asked Council to reconsider the September 24 vote on funding for the Dexter Township siren closest to The Cedars. He stated that they do not hear the Village's siren very well in that location.

Julie Boyd of 7611 Grand, Dexter spoke on behalf of her neighbors adjacent to the Wellness Center project to make use of the Village's Tree Fund to create a buffer of trees on the site. She says she understands that the developer only has a set budget for trees and would like to see the use of the Tree Fund to improve the buffer and restore it to what was there prior to the project.

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar

I. REPORTS

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

Gateway Initiative – Paul Cousins

Trustee Cousins reported on the kickoff of the marketing plan for the Gateway Initiative – THE BIG 400 – on September 28 in Chelsea. Mr. Cousins gave the background of the Gateway Initiative and explained how the branding of The Big 400 will be used as the website to promote 400 square miles of the Chelsea, Dexter, Manchester, Southeast Jackson, and Pinckney/Stockbridge areas.

2. Subcommittee Reports

Economic Preparedness
Facilities

Website-Ms. Nicholls reported that Ciesa has fixed a majority of the things requested of them and have a few more items to work on.

4. Village Manager Report

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

- The Village received an award last Wednesday, Oct. 3, from Washtenaw County for overall environmental excellence with the Mill Creek Park Project.
- Leaf season is upon us and this year the Department of Public Works will be working with a little more structure by doing vacuuming of leaves on Mondays, Tuesdays and Fridays. They will be a little more aggressive with street sweeping this year and will communicate this to the public.
- There was an electrical fire this morning at Dexter's Pub – a little excitement but no damage and they were able to open for lunch.
- At the next Council Meeting there will be a closed session at 6 PM regarding the Koback case.
- There is no update on the relocation of the sign on Central Street but the light poles should be here by Thanksgiving and will be installed when they arrive.
- There is a boiler issue at the Wastewater Treatment plant. Mr. Schlaff reported that they have called in someone to evaluate the boiler and that repairs could be as high as \$16,000 and should last 5-10 years. Mrs. Dettling mentioned that there will be further discussion at the next meeting about the boiler and the sludge project.
- There will be a meeting on Wednesday evening (Oct. 10) at Creekside School on the Safe Routes to School. Mrs. Dettling and Mr. Cousins also spoke of the intervention areas that they are working on.
- Restrooms – have received mixed feedback on this. The building has been cleaned out and will also be looking into other possible food businesses for the space.
- Will be meeting with Paul Evanoff of JJR on Mill Creek Parks.
- MiOSHA (Michigan Occupational Safety and Health Administration) report was discussed and issues have been taken care of. Mr. Schlaff reported that the Village will be looking to be proactive in the future.
- A question was raised on the work on the graffiti on the bridge and that it has been completed as best as it could be without doing more damage to the surface.
- Ms. Nicholls reported that Council will have a proposal at the next meeting for repairs that need to be done to facilitate snow plowing.

5. President's Report

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

- Spoke of two tours given of the Park to the President of the Village of Pinckney and to representatives of the Michigan Department of Environmental Quality.
- Attended a Grand Street residents meeting regarding the Wellness Center Project and their concerns with various issues in the project. Also discussed were the concerns residents had with the grass put in during the water main project and possible suggestions for improving the grass areas.
- Have tried to contact the Oxford Company regarding the possibility of moving the Post Office to Dexter Crossings but have not had any response back as of yet.
- The Regional Fire Board will meet on Wednesday (Oct. 10) and the State Boundary Commission will also meet on Wednesday.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$225,108.80
2. Consideration of: Set Trick or Treat hours – Wednesday, October 31, 2012 from 5:30 p.m. – 7:30 p.m.
3. Consideration of: Appointment of Kenneth Gurney to the Farmers Market/Community Garden Oversight Committee

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

Unanimous voice vote for approval with Trustee Fisher absent

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of: Cityhood Next Steps

A handout was provided from Special Counsel Tom Ryan which gave updates regarding the October 10th meeting scheduled with the State Boundary Commission.

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Liquor License Request from Foggy Bottom Coffee - 7065 Dexter Ann Arbor

Motion Tell; support Cousins to approve the Liquor License request from Foggy Bottom Coffee located at 7065 Dexter-Ann Arbor Road.

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

Nays: None

Absent: Fisher

Motion carries

2. Consideration of: Recommendation to Hire Eric Hartman as a Public Utility Operator

Motion Semifero; support Cousins to approve the recommendation of Mr. Schlaff and Mrs. Dettling to hire Eric Hartman as a Public Utility Operator.

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

Nays: None

Absent: Fisher

Motion carries

3. Consideration of: Purchase of 8258 Huron Street

Motion Carson; support Semifero to approve the purchase of 8258 Huron Street, HD-03-31-475-004 Lot 34.

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

Nays: None

Absent: Fisher

Motion carries

4. Consideration of: Award of Bid for Water and Wastewater Treatment Chemicals to Alexander Chemicals, Elhorn Engineering, and Kemira

Motion Semifero; support Tell to award the bid for Water and Wastewater Treatment chemicals as recommended by staff to Alexander Chemicals, Elhorn Engineering, and Kemira.

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

Nays: None

Absent: Fisher

Motion carries

5. Consideration of: Reallocating STPU money from Baker Road to Ann Arbor Street

Motion Carson; support Smith to reallocate STPU money from Baker Road to Ann Arbor Street.

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

Nays: None

Absent: Fisher

Motion carries

6. Consideration of: Offer to Purchase a Portion of Village Property Located at 7651 Dan Hoey

Motion Cousins; support Smith to accept the Village Manager's recommendation to decline the offer for the purchase of a portion of Village property located at 7651 Dan Hoey Road.

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

Nays: None

Absent: Fisher

Motion carries

7. Discussion of: Act 196 Transit Authority in Washtenaw County – Remain vs. Withdraw Documents

President Keough passed out comment cards from Village residents regarding the new transit authority. Discussion followed on the resolution.

M. COUNCIL COMMENTS

Carson	None
Smith	On October 11, Dexter's Pub will host a fund raiser for Gordon Hall in order to help pay down the mortgage. Coupons were distributed to that allow 10% of the purchase to go toward Gordon Hall.
Jones	No baby news yet, have tickets for St. Andrew's Sauerkraut Supper on October 18, and wondering why I was not included in the upcoming Candidates Night sponsored by the Dexter Chamber.
Semifero	None
Tell	Have a ZBA meeting on Monday evening
Cousins	In response to Mr. Kincaide, we have reports that residents do hear the warning sirens. Could we have someone check this out? Discussion then followed on the sirens.

N. NON-ARRANGED PARTICIPATION

Daniel Lai, media reporter from Dexter Patch, inquired about the award that the Village received as neither he nor Heritage Papers had received a press release.

Rhett Gronevelt of Orchard, Hiltz and McCliment asked for comments regarding the STPU funding. There will be a meeting on October 31 to look into funding for 2015, 2016 and 2017 and it was suggested that Village submit for the Central Street and Baker Road projects as well as for a non-motorized pathway.

O. CLOSED SESSION FOR THE PURPOSE OF DISCUSSING THE POTENTIAL PURCHASE OF PROPERTY AND PENDING LITIGATION IN ACCORDANCE WITH MCL 15.268

Motion Smith; support Cousins to go into Closed Session at 9:18 PM for the purpose of discussing the potential purchase of property and pending litigation in accordance with MCL 15.268.

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

Nays: None

Absent: Fisher

Motion carries

Motion Smith; support Semifero to leave closed session at 9:49 PM.

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

Nays: None

Absent: Fisher

Motion carries

P. ADJOURNMENT

Motion Carson; support Smith to adjourn at 9:50 PM.

Unanimous voice vote for approval with Trustee Fisher absent

Respectfully submitted,

Carol J. Jones
Clerk, Village of Dexter

Approved for Filing: _____

2012 Upcoming Meetings

AGENDA 10-22-12
ITEM H-1

Board	Date	Time	Location	Website	Village Representative
Dexter Area Fire Board	10/18/2012	6:00 p.m.	Dexter Township Hall	http://dexterareafire.org/	Ray Tell/Jim Seta
Dexter Downtown Development Authority	10/18/2012	7:30 a.m.	Senior Center	http://www.villageofdexter.org	Shawn Keough
Scio Township Planning	10/22/2012	7:30 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Dexter Village Council	10/22/2012	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Scio Township Board	10/23/2012	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Western Washtenaw Area Value Express	10/23/2012	8:15 a.m.	Chelsea Community Hospital		Jim Carson
Farmers Market/Community Garden Oversight	10/24/2012	5:30 p.m.	Village Offices	http://www.villageofdexter.org	Ray Tell
Dexter Area Historical Society Board	11/1/2012	7:30 p.m.	Dexter Area Historical Museum	http://www.dextermuseum.org/	
Dexter District Library Board	11/5/2012	7:30 p.m.	Dexter District Library	http://www.dexter.lib.mi.us/	
Dexter Village Planning Commission	11/5/2012	7:30 p.m.	Senior Center	http://www.villageofdexter.org	Jim Carson
Washtenaw County Board of Commissioners	11/7/2012	6:45 p.m.	Board Room, Admin Building	http://www.ewashtenaw.org/government/boc/	
Washtenaw Area Transportation Study-Technic	11/7/2012	9:30 a.m.	Road Commission Offices	http://www.miwats.org/	Rhett Gronewelt
Southeast Michigan Council of Governments	11/8/2012	4:30 p.m.	Royalty House, Warren	http://www.semco.org	Shawn Keough
Dexter Village Council	11/12/2012	7:30 p.m.	Dexter Senior Center	http://www.villageofdexter.org	
Dexter Village Arts, Culture & Heritage Comm	11/13/2012	7:00 p.m.	Dexter District Library	http://www.villageofdexter.org	Paul Cousins
Scio Township Board	11/13/2012	7:00 p.m.	Scio Township Hall	http://www.twp.scio.mi.us/	
Dexter Area Chamber of Commerce	11/14/2012	8:00 a.m.	Copeland Board Room	http://www.dexterchamber.org/	Paul Cousins
Regional Fire Committee	11/14/2012	8:30 a.m.	Scio Township Hall	http://www.villageofdexter.org	Shawn Keough
Dexter Area Fire Board	11/15/2012	6:00 p.m.	Dexter Township Hall	http://dexterareafire.org/	Ray Tell/Jim Seta
Dexter Downtown Development Authority	11/15/2012	7:30 a.m.	Senior Center	http://www.villageofdexter.org	Shawn Keough
Healthy Community Steering Committee	11/15/2012	8:30 a.m.	Chelsea Hospital - White Oak Room		Paul Cousins

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

AGENDA 10-22-12
H-2

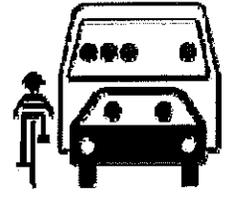
2012 Sign Requests

Month	Name of Group	Dates	Number Approved	Approval Date	Locations	Name of Group	Dates	Number Approved	Approval Date	Locations
January	St. Andrews - Blood Drive	12/29-1/9	2 - 28" x 22"	9/2/2011	8, 22	Historical Society - Civil War Days	5/21-6/4	2 - 4" x 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	1/16-2/26	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	6/2-6/17	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	5/25-6/9	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	Boy Scouts - Rummage Sale	6/20-6/23	2 - 4" x 4"	5/30/2012	1, 5
	Friends of the Library - Book Sale	2/2-2/4	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20	Community Orchestra - Concert	6/1-6/15	2 - 3" x 4"	3/2/2012	5, 9
	Dexter High Drama Club - Play	2/1-2/12	2 - 2" x 4"	2/3/2012	1, 3					
	Little League - Registration	2/9-2/22	5 - 18" x 24"	2/10/2012	1, 2, 5, 44, 4	St. 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 Recruitment	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	1 - 18" x 24"	7/30/2012	1, 9, 44
	Knights of Columbus-Quartermen	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	9/1-9/6	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	Dexter Touchdown Club - BBQ	9/15-9/22	5 - 18" x 24"	9/14/2012	1, 2, 4, 5, 10
	St. Andrews - Monthly Dinner	4/6-4/12	1 - 36" x 24"	1/23/2012	8	United Methodist - Rummage Sale	9/17-9/30	3 - 18" x 24"	4/9/2012	1, 2, 4, 5, 10
	Community Band - Concert	4/16-4/29	2 - 2" x 4"	2/10/2012	1, 3, 5	St. Andrews - Blood Drive	9/17-9/24	2 - 28" x 22"	9/17/2012	8 (2)
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	9/28-10/4	1 - 36" x 24"	1/23/2012	8
	Dexter Drama Club - Musical	4/23-4/30	1 - 2" x 4"	4/23/2012	7, 3	Apple Daze	9/24-10/7	5 - 18" x 24"	9/17/2012	1, 2, 4, 5, 44
	Village - Arbor Day/ReLeaf	4/27-5/3	5 - 18" x 24"	4/26/2012		Friends of the Library - Book Sale	10/4-10/6	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20
	Peace Lutheran - Family Fun Day	4/23-5/7	1 - 24" x 30"	4/19/2012	44	St. Andrews - Sauerkraut Supper	10/5-10/18	5 - 18" x 24"	9/17/2012	1, 2, 4, 5, 14
	St. Andrews - Monthly Dinner	4/27-5/3	1 - 36" x 24"	1/23/2012	8	Encore - Intermittent	9/27-10/21	2 - 36" x 24"	1/31/2011	15, 16
July	St. Joseph - Plant Sale	5/5-5/19	5 - 18" x 24"	4/19/2012	1, 2, 44, 5, 10	Community Players - Play	10/5-10/28	2 - 36" x 48"	9/19/2012	5, 14
	St. James - Concert	5/7-5/21	2 - 2" x 3"	4/27/2012	5, 10	St. Andrew's - Monthly Dinner	10/28-11/1	1 - 36" x 24"	1/23/2012	8
	Community Orchestra - Concert	5/9-5/20	2 - 3" x 4"	3/2/2012	5, 9	Wrestling Club - Registration	10/22-11/5	5 - 18" x 24"	10/15/2012	1, 4, 5, 10, 44
	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, 18, 20
	Historical Society - Dinner	5/11-5/27	5 - 18" x 24"	5/11/2012	1, 2, 4, 5, 10	American Legion - Craft Show	11/4-11/19	5 - 18" x 24"	8/27/2012	1, 2, 4, 5, 10
August	Young People's Theater - Play	5/19-5/22	1 - 18" x 24"	5/17/2012	44	Girl Scouts - Holiday Bazaar	11/17-12/2	4 - 18" x 24"	10/15/2012	1, 2, 5, 44
	K of C - Chicken Broil	5/18-5/29	5 - 18" x 24"	5/17/2012	1, 2, 4, 5, 44	St. Andrews - Monthly Dinner	11/30-12/6	1 - 36" x 24"	1/23/2012	8
	Dexter Lacrosse - Playoffs	5/23-5/26	5 - 18" x 24"	5/23/2012	1, 2, 4, 44, 3	Friends of the Library - Book Sale	11/29-12/1	5 - 18" x 24"	11/22/2011	1, 4, 16, 19, 20
						Dexter Lions - Tree Sale	11/23-12/22	1 - 3" x 4"	8/7/2012	1, 10, 7
September										
October										
November										
December										

THE VEHICLE

Washtenaw Area Transportation Study

NUMBER 10-22-12
ITEM H-3
WATS



OCTOBER 2012

INSIDE THIS ISSUE

WATS 2040 LRP

Community Values Survey

New Legislation

I-94 Rail

Bike-sharing

Do Not Veer for Deer

Transit Plan Update

TRANSPORTATION MANAGEMENT AREA

WATS provides continuing, cooperative and comprehensive transportation planning to guide the use of state and federal transportation funds in Washtenaw County

WATS Meetings

- Technical Committee
1st Wednesday 9:30 am
- Policy Committee
3rd Wednesday 9:30 am

WATS Products

- Long Range Transportation Plan
- Transportation Improvement Program

705 N. Zeeb Rd | Ann Arbor, MI 48103

Ph 734-994-3127 | Fax 734-994-3129 | wats@miwats.org

2040 Long Range Transportation Plan

WATS recently kicked off development of the 2040 Long Range Transportation Plan (LRP) for Washtenaw County!

Washtenaw County and WATS actively engage the public during plan development. The public provides significant insights that data gathering alone does not capture. Some of these insights were gathered as the public engaged in WATS' Community Values Survey (seen next article).

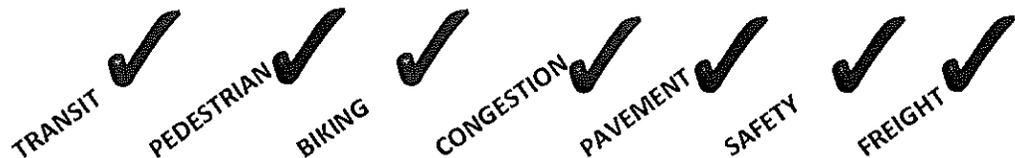
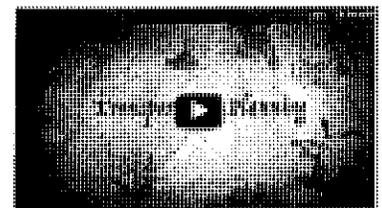
WATS is currently seeking comment on the 2040 LRP Goals and Objectives. Working with local agencies and the public, WATS will identify the transportation needs and proposed improvements available for review in December. Public comment will be taken throughout the 2040 plan development.



2040 LRP Goals

- Provide accessibility and mobility to the transportation system
- Promote a safer and secure transportation system
- Engage the public in the transportation decision making process
- Protect and enhance the environment
- Invest strategically in transportation infrastructure enhancing the community's livability and sustainability

2040 LRP updates, including a video series and links to the SEMCOG 2040 Regional Transportation Plan, can be found at MIWATS.org.



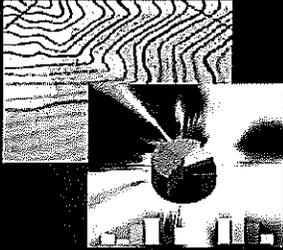
Upcoming Meetings

- Local communities will be taking action in October on staying in the Public Act 196 board for countywide transit. Consider attending your community's meeting to express your thoughts on transit.

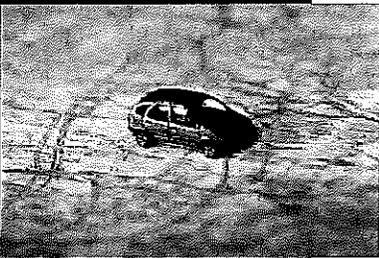
New on MIWATS.org

- 2040 Long Range Plan - Video Series
- Transportation Improvement Plan and Long Range Plan amendments for public review

View the Community Values Survey results at MIWATS.org



WATS used the survey results to develop the 2040 LRP goals and objectives and develop land use scenarios. Evaluating land use scenarios allows planners to test the effectiveness of planned projects in achieving the long term community vision.



THE VEHICLE

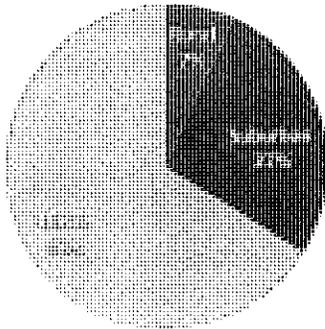
Community Values Survey Results

In June, July and early August, WATS traveled to communities across Washtenaw County to ask how the county should grow and about priorities for the transportation system. The vision that the public shared in survey responses is a community with focused urban development, concentrated pockets of density in suburban areas and preserved agricultural lands and undeveloped areas.

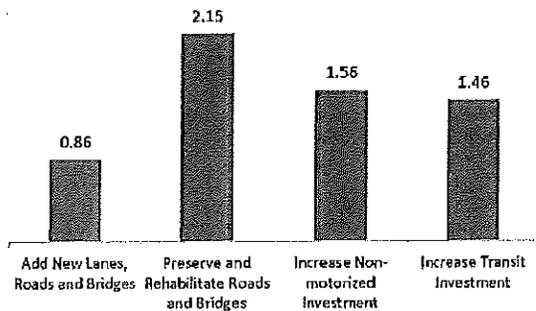
Respondents also expressed the need for more transport options such as enhancing the pedestrian and biking networks and expanding transit service. Survey responses focused on urban area growth and a diverse transportation system illustrate a desire for healthy, livable communities.

The charts below depict respondents preferences for where growth should occur, ranking of transportation priorities, and primary versus preferred travel modes. Visit MIWATS.org for more detailed survey results.

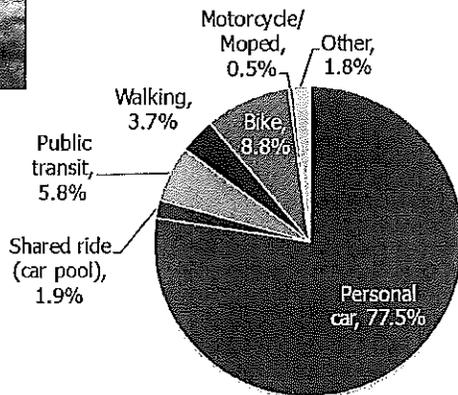
(1) Land Use Development Preference



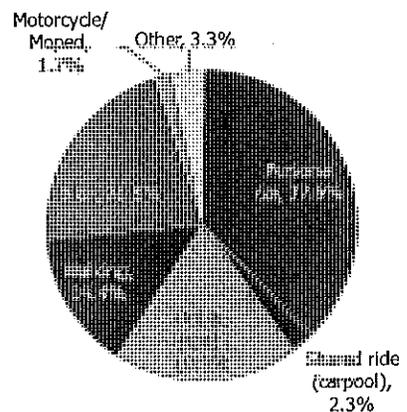
(2) Transportation Priorities



(3) Primary Travel Mode



(4) Preferred Travel Mode



New Transportation Legislation

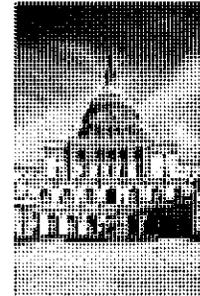
Did you know?

State Representatives Mark Ouiment and Jeff Irwin sponsored the new Corridor Improvement Authority legislation (HB5142)

MAP-21 - On October 1 Moving Ahead for Progress in the 21st Century (MAP-21) took effect. The new legislation places additional emphasis on measuring the effectiveness of transportation projects and planning. States will have one-year to develop a system of performance measures followed by Metropolitan Planning Organizations having 180 days to develop local measures.

Additionally several transportation improvement funding have categories been collapsed into singular pool with a reduced dollar amount. For more information on MAP-21 visit <http://www.fhwa.dot.gov/map21>

CIA - Corridor projects such as Washtenaw Avenue are able to raise funding for improvements by creating a Corridor Improvement Authority (CIA). Newly passed legislation allows more than one community to enter into a CIA allowing corridors such as Michigan or Washtenaw straddle multiple communities to more easily plan for improvements. Click House Bill 5142 for more info.



I-94 Corridor - High Speed Rail

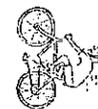
Public Participation in the Environmental Impact Statement (EIS) process for Chicago to Detroit/Pontiac rail service is ongoing. During the EIS process the public are introduced to the possible route alternatives using current and future rail lines and potential environmental issues that must be considered.

The public are invited to participate and submit comments on the rail service either by visiting www.GreatLakesRail.org to take a self guided tour of the EIS meetings (held in September) or by calling 877-351-0853. Public comments must be received by October 15.



Bike Sharing In Ann Arbor

The Clean Energy Coalition (CEC) is leading an effort to bring bike-sharing to Ann Arbor and the UM campus. Modern bike-share systems offer travelers a convenient mode of transportation for short trips while in the area. Bike-share systems offer connections with transit service, tools such as mobile apps to locate stations/bikes and impromptu riding opportunities. The planned bike-share system will have 7 stations with additional future locations proposed for Ann Arbor and Ypsilanti.



Bike-share Partners:

- CEC
- University of Michigan
- Ann Arbor DDA
- TheRide
- City of Ann Arbor
- FHWA

Don't Veer

Car-deer crashes in Michigan cause at least \$130 million in damage each year, averaging of \$2,000 per vehicle involved. Motorist deaths and injuries occur when drivers swerve to avoid hitting a deer and instead hit a fixed object such as a tree or another vehicle.

If a crash with a deer is unavoidable, MDOT and the MDCC recommend drivers:

- DON'T SWERVE
- Brake firmly and hold on to the steering wheel with both hands
- Come to a controlled stop
- Move the vehicle out of traffic to a safe location



Countywide Transit Update

TheRide's Five Year Transit Program is available at MovingYouForward.org. The Program illustrates the proposed services for creating a Washtenaw with ample transit services to meet travelers needs and to spur economic development. View the [Five Year Plan here](#).



The AATA board voted to form a Public Act 196 transit authority on October 2 and on the Washtenaw County Clerk filed the incorporating paperwork on October 3. Local communities have 30 days from October 3 to withdraw from the 196 Authority.

If you or someone you know would like a paper copy of this newsletter, please contact WATS@MIWATS.org

WATS COMMITTS TO A SUSTAINABLE OFFICE, EMAIL WATS@MIWATS.ORG TO RECEIVE AN ELECTRONIC NEWSLETTER INSTEAD OF A PAPER COPY.

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



Treasurer/Finance Director's Report to Council Fiscal Year 2012/2013 First Quarter

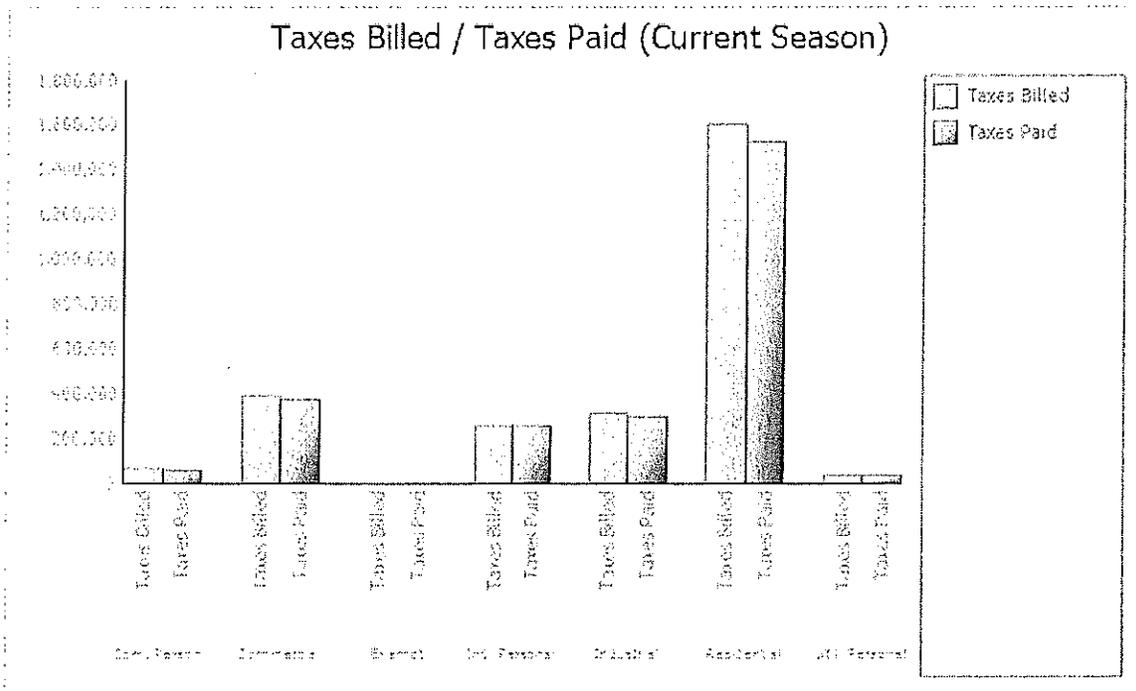
I am pleased to present you with the Treasurer/Finance Director's Report to Council for the First Quarter of Fiscal Year 2012/2013.

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

Department Activities

2012 Tax Collection

The main part of the 2012 tax season has been completed. Collection rates stand at 95.23% for real property and 98.43% for personal property. Reminder notices were sent out at the end of September, which has resulted in additional payments being received in October.



Fiscal Year 2012-2013 Budget

The budget books have been completed and submitted to the Government Finance Officers Association for their Distinguished Budget Award. An electronic copy of the budget is available on our website.

Fiscal Year 2011-2012 Audit

Fieldwork for the audit is scheduled to begin on October 29th.

Education and Committee Memberships

- I am a current member of the Michigan Municipal Treasurer Association's (MMTA) Education Committee and the Michigan Government Finance Officers (MGFOA) Mentoring Committee, and am continuing as a budget reviewer for the Government Finance Officer's Association.
- I attended an investment seminar held by the Association of Public Treasurers of the United States and Canada, in conjunction with the Michigan Municipal Treasurer's Association. As a result of this training and an accompanying test, I have received the designation of Certified Public Funds Investment Manager.

CERTIFICATE
of TRAINING

This certifies that

MARIE SHERRY

*Has successfully completed the training
program requirement for*

CERTIFIED PUBLIC FUNDS INVESTMENT MANAGER

Accreditation of the Association of Public Treasurers of the United States and Canada

July 31, 2012

DATE


INSTRUCTOR

Fiscal Year 2012/2013 First Quarter Budget Reports

The Revenue/Expenditure Report is used to track how our revenue and expenditures compare to our budget. A general rule of thumb is that each quarter represents 25% of the budget, although certain departments may spend all of their budget at one time.

General Fund Revenue and Expenditures:

- General Fund revenue is at 65% due to the fact that a majority of property taxes have been received. The Village has paid the Downtown Development Authority its 2012 tax capture.
- Most expenditure departments are at or near benchmark, with the exception of Economic Development. This is due to fact that the contract with ASTI for 3045 Broad has now spanned two fiscal years and a budget amendment is being presented for your approval.

PERIOD ENDING 09/30/2012

GL NUMBER	DESCRIPTION	2012-13		AVAILABLE		% BDCGT USED
		AMENDED BUDGET	END BALANCE 09/30/2012	NORMAL (ABNORMAL)	BALANCE (ABNORMAL)	
Fund 101 - GENERAL FUND						
Revenues						
000.000-ASSETS, LIABILITIES & REVENUE		3,061,200.00	2,001,841.05	1,059,358.95		65.39
TOTAL Revenues		3,061,200.00	2,001,841.05	1,059,358.95		65.39
Expenditures						
101.000-VILLAGE COUNCIL		52,600.00	6,600.01	45,999.99		12.55
172.000-VILLAGE MANAGER		267,800.00	61,996.99	205,803.01		23.15
201.000-FINANCE DEPARTMENT		12,000.00	354.62	11,645.38		2.96
210.000-ATTORNEY		25,000.00	3,371.50	21,628.50		13.49
215.000-VILLAGE CLERK		8,700.00	525.00	8,175.00		6.03
253.000-TREASURER		104,800.00	23,745.76	81,054.24		22.66
265.000-BUILDINGS & GROUNDS		62,500.00	17,623.79	44,876.21		28.20
285.000-VILLAGE TREE PROGRAM		24,000.00	5,635.00	18,365.00		23.48
301.000-LAW ENFORCEMENT		565,500.00	117,492.65	448,007.35		20.78
336.000-FIRE DEPARTMENT		450,000.00	111,004.00	338,996.00		24.67
400.000-PLANNING DEPARTMENT		119,200.00	25,444.22	93,755.78		21.35
410.000-ZONING BOARD OF APPEALS		1,100.00	109.75	990.25		9.98
441.000-DEPARTMENT OF PUBLIC WORKS		169,800.00	36,618.10	133,181.90		21.57
442.000-DOWNTOWN PUBLIC WORKS		80,000.00	20,490.25	59,509.75		25.61
445.000-STORMWATER		0.00	0.00	0.00		0.00
447.000-ENGINEERING		11,000.00	875.50	10,124.50		7.96
448.000-MUNICIPAL STREET LIGHTS		75,600.00	12,294.02	63,305.98		16.26
528.000-SOLID WASTE		524,600.00	92,488.95	432,111.05		17.63
548.000-SEWER UTILITIES DEPARTMENT		0.00	0.00	0.00		0.00
728.000-ECONOMIC DEVELOPMENT		6,500.00	7,895.00	(1,395.00)		121.46
751.000-PARKS & RECREATION		79,600.00	20,720.05	58,879.95		26.03
850.000-LONG-TERM DEBT		125,300.00	0.00	125,300.00		0.00
851.000-INSURANCE & BONDS		117,800.00	23,838.84	93,961.16		20.24
875.000-CONTRIBUTIONS		23,300.00	11,000.00	12,300.00		47.21
890.000-CONTINGENCIES		23,000.00	0.00	23,000.00		0.00
901.000-CAPITAL IMPROVEMENTS		152,000.00	0.00	152,000.00		0.00
965.000-TRANSFERS OUT - CONTROL		0.00	0.00	0.00		0.00
TOTAL Expenditures		3,081,700.00	600,124.00	2,481,576.00		19.47
Fund 101:						
TOTAL REVENUES		3,061,200.00	2,001,841.05	1,059,358.95		65.39
TOTAL EXPENDITURES		3,081,700.00	600,124.00	2,481,576.00		19.47
NET OF REVENUES & EXPENDITURES		(20,500.00)	1,401,717.05	(1,422,217.05)		(6,837.6)

Streets Funds (Fund 202, Fund 203 and Fund 204)

- Revenue for all three funds are within acceptable ranges. Major and Local Streets are dependent on transfers from the Municipal Streets Fund, but the non-transfer revenue lines are within benchmark.

Major Streets (Fund 202) Expenditures

- Several departments in Fund 202 are over benchmark. This is due to one of two factors: First, some tasks are performed largely in the warmer months, which means that personnel-related costs may not adhere to benchmarks. Second, we have a new department (Stormwater) and budgets for personnel costs were estimated without the benefit of historical data. We will monitor the spread of salaries over the course of the year, and will present budget amendments for your consideration as they become necessary.

Local Streets (Fund 203) Expenditures

- The Stormwater department is above benchmark for the same reasons as listed for the Major Streets Fund. We will also monitor this fund and present budget amendments as needed.

Municipal Streets (Fund 204) Expenditures

- Transfers have been made to the Major and Local Streets Funds as needed.

User: marie
 PB: Dexter

PERIOD ENDING 09/30/2012

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GL NUMBER	DESCRIPTION	2012-13 AMENDED BUDGET	END BALANCE 09/30/2012 NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 202 - MAJOR STREETS FUND					
Revenues					
000.000-ASSETS, LIABILITIES & REVENUE		654,200.00	409,835.86	244,364.14	62.65
TOTAL Revenues		654,200.00	409,835.86	244,364.14	62.65
Expenditures					
248.000-ADMINISTRATION		4,700.00	10.20	4,689.80	0.22
445.000-STORMWATER		17,900.00	7,697.39	10,202.61	43.00
451.000-CONTRACTED ROAD CONSTRUCTION		445,000.00	342,540.74	102,459.26	76.98
463.000-ROUTINE MAINTENANCE		70,800.00	22,404.97	48,395.03	31.65
474.000-TRAFFIC SERVICES		40,500.00	7,599.49	32,900.51	18.76
478.000-WINTER MAINTENANCE		65,300.00	4,246.19	61,053.81	6.50
890.000-CONTINGENCIES		10,000.00	0.00	10,000.00	0.00
TOTAL Expenditures		654,200.00	384,498.98	269,701.02	58.77
Fund 202: NET OF REVENUES & EXPENDITURES					
		0.00	25,336.88	(25,336.88)	100.00
Fund 203 - LOCAL STREETS FUND					
Revenues					
000.000-ASSETS, LIABILITIES & REVENUE		461,900.00	68,359.93	393,540.07	14.80
TOTAL Revenues		461,900.00	68,359.93	393,540.07	14.80
Expenditures					
248.000-ADMINISTRATION		4,800.00	9.47	4,790.53	0.20
445.000-STORMWATER		54,700.00	25,658.65	29,041.35	46.91
451.000-CONTRACTED ROAD CONSTRUCTION		240,000.00	19,772.00	220,228.00	8.24
463.000-ROUTINE MAINTENANCE		71,600.00	20,024.61	51,575.39	27.97
474.000-TRAFFIC SERVICES		23,300.00	5,538.41	17,761.59	23.77
478.000-WINTER MAINTENANCE		57,500.00	2,460.05	55,039.95	4.28
890.000-CONTINGENCIES		10,000.00	0.00	10,000.00	0.00
TOTAL Expenditures		461,900.00	73,463.19	388,436.81	15.90
Fund 203: NET OF REVENUES & EXPENDITURES					
		0.00	(5,103.26)	5,103.26	100.00

GL NUMBER	DESCRIPTION	2012-13		END BALANCE		AVAILABLE		% BDC	USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	09/30/2012	NORMAL (ABNORMAL)	BALANCE	NORMAL (ABNORMAL)		
Fund 204 - MUNICIPAL STREETS									
Revenues									
000.000-ASSETS, LIABILITIES & REVENUE		540,100.00		499,796.53		40,303.47			92.54
TOTAL Revenues		540,100.00		499,796.53		40,303.47			92.54
Expenditures									
248.000-ADMINISTRATION		42,400.00		2,156.24		40,243.76			5.09
965.000-TRANSFERS OUT - CONTROL		877,400.00		415,000.00		462,400.00			47.30
TOTAL Expenditures		919,800.00		417,156.24		502,643.76			45.35
Fund 204:									
TOTAL REVENUES		540,100.00		499,796.53		40,303.47			92.54
TOTAL EXPENDITURES		919,800.00		417,156.24		502,643.76			45.35
NET OF REVENUES & EXPENDITURES		(379,700.00)		82,640.29		(462,340.29)			(21.76)
TOTAL REVENUES - ALL FUNDS									
TOTAL EXPENDITURES - ALL FUNDS		1,656,200.00		977,992.32		678,207.68			59.05
NET OF REVENUES & EXPENDITURES		2,035,900.00		875,118.41		1,160,781.59			42.98
		(379,700.00)		102,873.91		(482,573.91)			27.09

Enterprise Funds (Fund 590 and Fund 591)

Sewer Fund (Fund 590) Revenue and Expenditures

- Revenues are just below benchmark. The July billing has been moved back into Fiscal Year 2011-2012, so the utility billing revenue currently contains only one billing cycle.
- Expenditures are at or near benchmark. We will continue to monitor this fund throughout the year.

Water Fund (Fund 591) Revenue and Expenditures

- Revenues are above benchmark. The July billing has been moved back into Fiscal Year 2011-2012, so the utility billing revenue currently contains only one billing cycle. The September billing cycle was higher than normal due to increased water usage caused by the dry summer.
- Expenditures are at or near benchmark, with the exception of long-term debt. Some of the bond payments were already made this year. We will continue to monitor this fund throughout the year.

GL NUMBER	DESCRIPTION	2012-13		END BALANCE		AVAILABLE		% B DGT USED
		AMENDED BUDGET	BUDGET	09/30/2012 NORMAL (ABNORMAL)	BALANCE 09/30/2012 NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	BALANCE	
Fund 590 - SEWER ENTERPRISE FUND								
Revenues								
000.000-ASSETS, LIABILITIES & REVENUE		1,001,200.00		221,149.07		780,050.93		22.09
TOTAL Revenues		1,001,200.00		221,149.07		780,050.93		22.09
Expenditures								
248.000-ADMINISTRATION		72,700.00		320.51		72,379.49		0.44
548.000-SEWER UTILITIES DEPARTMENT		578,100.00		108,457.75		469,642.25		18.76
850.000-LONG-TERM DEBT		288,500.00		85,262.48		203,237.52		29.55
890.000-CONTINGENCIES		15,000.00		0.00		15,000.00		0.00
901.000-CAPITAL IMPROVEMENTS		55,000.00		437.75		54,562.25		0.80
TOTAL Expenditures		1,009,300.00		194,478.49		814,821.51		19.27
Fund 590:								
TOTAL REVENUES		1,001,200.00		221,149.07		780,050.93		22.09
TOTAL EXPENDITURES		1,009,300.00		194,478.49		814,821.51		19.27
NET OF REVENUES & EXPENDITURES		(8,100.00)		26,670.58		(34,770.58)		(329.27)
Fund 591 - WATER ENTERPRISE FUND								
Revenues								
000.000-ASSETS, LIABILITIES & REVENUE		695,800.00		227,078.59		468,721.41		32.64
TOTAL Revenues		695,800.00		227,078.59		468,721.41		32.64
Expenditures								
248.000-ADMINISTRATION		75,600.00		67.49		75,532.51		0.09
556.000-WATER UTILITIES DEPARTMENT		362,100.00		106,642.76		255,457.24		29.45
850.000-LONG-TERM DEBT		277,800.00		163,451.70		114,348.30		58.84
890.000-CONTINGENCIES		15,000.00		0.00		15,000.00		0.00
901.000-CAPITAL IMPROVEMENTS		0.00		0.00		0.00		0.00
965.000-TRANSFERS OUT - CONTROL		0.00		0.00		0.00		0.00
TOTAL Expenditures		730,500.00		270,161.95		460,338.05		36.98
Fund 591:								
TOTAL REVENUES		695,800.00		227,078.59		468,721.41		32.64
TOTAL EXPENDITURES		730,500.00		270,161.95		460,338.05		36.98
NET OF REVENUES & EXPENDITURES		(34,700.00)		(43,083.36)		8,383.36		124.16

PERIOD ENDING 09/30/2012

GL NUMBER	DESCRIPTION	2012-13		END BALANCE		AVAILABLE		% BDC	USED
		AMENDED	BUDGET	09/30/2012	NORMAL (ABNORMAL)	BALANCE	NORMAL (ABNORMAL)		
	TOTAL REVENUES - ALL FUNDS	1,697,000.00		448,227.66		1,248,772.34		26.41	
	TOTAL EXPENDITURES - ALL FUNDS	1,739,800.00		464,640.44		1,275,159.56		26.71	
	NET OF REVENUES & EXPENDITURES		(42,800.00)		(16,412.78)		(26,387.22)		38.35

Other Funds (Fund 275, Fund 303 and Fund 402)

Tree Fund (Fund 275) Revenue and Expenditures

- There has been no significant activity in this fund.

Streetscape Debt Service Fund (Fund 303) Revenue and Expenditures

- On the expense side, the wrong spreadsheet column was used when budgeting the Streetscape Special Assessment refunds. An amendment is being presented for your approval.

Equipment Replacement Fund (Fund 402) Revenue and Expenditures

- All lines are at or below benchmark.

PERIOD ENDING 09/30/2012

GL NUMBER	DESCRIPTION	2012-13 AMENDED BUDGET	END BALANCE 09/30/2012 NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% B DGT USED
Fund 275 - TREE REPLACEMENT FUND					
Revenues					
000.000-ASSETS, LIABILITIES & REVENUE		800.00	25.11	774.89	3.14
TOTAL Revenues		800.00	25.11	774.89	3.14
Expenditures					
248.000-ADMINISTRATION		0.00	0.00	0.00	0.00
965.000-TRANSFERS OUT - CONTROL		8,000.00	0.00	8,000.00	0.00
TOTAL Expenditures		8,000.00	0.00	8,000.00	0.00
Fund 275:					
TOTAL REVENUES		800.00	25.11	774.89	3.14
TOTAL EXPENDITURES		8,000.00	0.00	8,000.00	0.00
NET OF REVENUES & EXPENDITURES		(7,200.00)	25.11	(7,225.11)	(0.35)
Fund 303 - STREETSCAPE DEBT SERVICE FUND					
Revenues					
000.000-ASSETS, LIABILITIES & REVENUE		169,800.00	158,046.41	11,753.59	93.08
TOTAL Revenues		169,800.00	158,046.41	11,753.59	93.08
Expenditures					
248.000-ADMINISTRATION		41,100.00	43,965.63	(2,865.63)	106.97
570.000-STREETSCAPE		229,400.00	61,500.00	167,900.00	26.81
850.000-LONG-TERM DEBT		0.00	0.00	0.00	0.00
965.000-TRANSFERS OUT - CONTROL		0.00	0.00	0.00	0.00
TOTAL Expenditures		270,500.00	105,465.63	165,034.37	38.99
Fund 303:					
TOTAL REVENUES		169,800.00	158,046.41	11,753.59	93.08
TOTAL EXPENDITURES		270,500.00	105,465.63	165,034.37	38.99
NET OF REVENUES & EXPENDITURES		(100,700.00)	52,580.78	(153,280.78)	(52.22)
Fund 402 - EQUIPMENT REPLACEMENT FUND					
Revenues					
000.000-ASSETS, LIABILITIES & REVENUE		75,500.00	10,095.88	65,404.12	13.37
TOTAL Revenues		75,500.00	10,095.88	65,404.12	13.37
Expenditures					
248.000-ADMINISTRATION		200.00	164.60	35.40	82.30

GL NUMBER	DESCRIPTION	2012-13 AMENDED BUDGET	END BALANCE 09/30/2012 NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDC USED
Fund 402 - EQUIPMENT REPLACEMENT FUND					
Expenditures					
441.000	DEPARTMENT OF PUBLIC WORKS	20,000.00	3,242.49	16,757.51	16.21
903.000	CAPITAL IMPROVEMENTS-VEHICLES	11,000.00	10,158.00	842.00	92.35
965.000	TRANSFERS OUT - CONTROL	0.00	0.00	0.00	0.00
TOTAL Expenditures		31,200.00	13,565.09	17,634.91	43.48
Fund 402:					
TOTAL REVENUES		75,500.00	10,095.88	65,404.12	13.37
TOTAL EXPENDITURES		31,200.00	13,565.09	17,634.91	43.48
NET OF REVENUES & EXPENDITURES		44,300.00	(3,469.21)	47,769.21	(7.83)
TOTAL REVENUES - ALL FUNDS					
TOTAL EXPENDITURES - ALL FUNDS		246,100.00	168,167.40	77,932.60	68.33
NET OF REVENUES & EXPENDITURES		309,700.00	119,030.72	190,669.28	38.43
		(63,600.00)	49,136.68	(112,736.68)	77.26

**Village of Dexter
Cash Accounts**

General Ledger Name	Bank & Account Name	Purpose	Balance 09/30/12	Status of Cash
General Fund				
Cash	TCF & PNC Pooled	General operating	\$ 1,315,734.59	Unrestricted
Cash Savings	TCF Bank	General operating	\$ 771.71	Unrestricted
Chelsea Bank CD	Chelsea Bank	General operating	\$ 206,085.12	Unrestricted
CSB Investments Money Market	Chelsea Bank	General operating	\$ 73,122.23	Unrestricted
Comerica Bank CD	Comerica Bank	General operating	\$ 261,402.45	Unrestricted
MBIA Class	MBIA Class	General operating	\$ 100,399.28	Unrestricted
Building Reserve Account	TCF Pooled	Reserved for future building project	\$ 7,762.84	Restricted
Building Reserve CD	Multi-Bank Securities	Reserved for future building project	\$ 235,000.00	Restricted
Petty Cash	Office	Small cash purchases	\$ 100.00	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Clearing account for undistributed tax collections	\$ 186,656.40	Unrestricted*
Property Tax Checking	TCF Property Tax Checking	Used to distribute taxes and make refunds	\$ 4,096.37	Unrestricted
Voluntary Public Parking	TCF Pooled	Reserved for parking activities	\$ 10,044.44	Restricted
Arts, Culture & Heritage	TCF Pooled	Reserved for Arts, Culture & Heritage	\$ 2,936.78	Restricted
Facilities Bond Debt	PNC Bank	Debt retirement	\$ 38,454.01	Restricted
Subtotal Unrestricted			\$ 2,148,368.15	
Subtotal Restricted			\$ 294,198.07	
Total General Fund			\$ 2,442,566.22	

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

Major Streets Fund

Cash	TCF Pooled	General operating for major streets activities	\$ 1,398.37	Unrestricted*
Subtotal Unrestricted			\$ 1,398.37	
Total Major Streets Fund			\$ 1,398.37	

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

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

Local Streets Fund

Cash	TCF Pooled	General operating for major streets activities	\$ 8,366.30	Unrestricted*
Metro Act Account (Pooled)	TCF Pooled	Reserved for right of way activities	\$ 2,622.06	Restricted
Subtotal Unrestricted			\$ 8,366.30	
Subtotal Restricted			\$ 2,622.06	
Total Local Streets Fund			\$ 10,988.36	

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

Municipal Streets Fund

Cash	TCF Pooled	Available for transfer to Major & Local Streets	\$ 785,499.85	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Available for transfer to Major & Local Streets	\$ 47,483.87	Unrestricted
Subtotal Unrestricted			\$ 832,983.72	
Subtotal Restricted			\$ -	
Total Municipal Streets Fund			\$ 832,983.72	

**Village of Dexter
Cash Accounts**

General Ledger Name	Bank & Account Name	Purpose	Balance 09/30/12	Status of Cash
Tree Replacement Fund				
Multi-Bank CD	Multi-Bank Securities	Restricted for trees	\$ 125,002.91	Restricted
Restricted Tree Replacement	PNC Bank	Restricted for trees	\$ 48,509.03	Restricted
Subtotal Unrestricted			\$ -	
Subtotal Restricted			\$ 173,511.94	
Total Tree Replacement Fund			\$ 173,511.94	
Streetscape Debt Service Fund				
Cash	TCF Pooled	Tax collections for GO Bond payments	\$ 166,889.33	Restricted
Streetscape Debt Retire	PNC Streetscape	Special Assessments for bond payments	\$ 46.54	Restricted
Property Tax Savings	TCF Property Tax Savings	Tax collections for GO Bond payments	\$ 219.91	Restricted
Tax Savings for Streetscape	TCF Property Tax Savings	Special Assessments for bond payments	\$ -	Restricted
Subtotal Unrestricted			\$ -	
Subtotal Restricted			\$ 167,155.78	
Total Streetscape Debt Service Fund			\$ 167,155.78	
Equipment Replacement Fund				
Cash	TCF Pooled	Reserved for vehicle expenses including capital pu	\$ 190,940.09	Restricted
Subtotal Restricted			\$ 190,940.09	
Total Equipment Replacement Fund			\$ 190,940.09	
Sewer Enterprise Fund				
Cash	TCF Pooled	Sewer operating	\$ 117,920.17	Unrestricted
University Bank CD - Taps	University Bank Ann Arbor	Sewer tap-in fees	\$ 254,505.39	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Tax collections for delinquent utilities	\$ -	Unrestricted
Sewer Tap Fees Account	TCF Sewer & Water	Sewer tap-in fees	\$ 406,894.86	Unrestricted
Subtotal Unrestricted			\$ 779,320.42	
Subtotal Restricted			\$ -	
Total Sewer Enterprise Fund			\$ 779,320.42	
Water Enterprise Fund				
Cash	TCF Pooled	Water operating	\$ 21,952.81	Unrestricted
Bank of Ann Arbor CD	Bank of Ann Arbor	Water tap-in fees	\$ 255,587.57	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Tax collections for delinquent utilities	\$ -	Unrestricted
Water Tap Fees Account	TCF Sewer & Water	Water tap-in fees	\$ 226,749.88	Unrestricted
Subtotal Unrestricted			\$ 504,290.26	
Subtotal Restricted			\$ -	
Total Water Enterprise Fund			\$ 504,290.26	

**Village of Dexter
Cash Accounts**

General Ledger Name	Bank & Account Name	Purpose	Balance 09/30/12	Status of Cash
Trust & Agency Fund				
Performance Guarantees	TCF Performance Guarantees	Escrows for development bonds such as tree bond	\$ 69,748.50	Restricted
Site Plan Review	TCF Pooled	Escrows for payment of development related fees	\$ 11,280.51	Restricted
Tree Escrow	TCF Pooled	Escrows for Tree Replacement	\$ 4,500.00	Restricted
Subtotal Unrestricted			\$ -	
Subtotal Restricted			\$ 85,529.01	
Total Trust & Agency Fund			\$ 85,529.01	

Retiree Health Care Fund

Cash	Mers	Funds reserved for OPEB	\$ 310,612.94	Restricted
Subtotal Unrestricted			\$ -	
Subtotal Restricted			\$ 310,612.94	
Total Trust & Agency Fund			\$ 310,612.94	

*Balance as of June 30, 2012.

Payroll Fund

Cash	TCF Payroll	Funds reserved for payment of accrued benefits	\$ 30,951.69	Restricted
Subtotal Unrestricted			\$ -	
Subtotal Restricted			\$ 30,951.69	
Total Trust & Agency Fund			\$ 30,951.69	

Total Unrestricted	\$ 4,274,727.22
Total Restricted	\$ 1,255,521.58
Funds spent on captial projects (SRF, DWRF and Park), awaiting reimbursement from outside sources	\$ (588,026.09)
Grand Total Cash	\$ 4,942,222.71

Summary of General Funds Available for Non-Operational Use

General Fund Unrestricted	\$ 2,148,368.15
15% Fundbalance (based on revenue budget)	\$ (459,180.00)
Expected revenue (based on budget)	\$ 1,059,358.95
Expected expenditures (based on budget)	\$ (2,481,576.00)
Available Unrestricted	\$ 266,971.10
Restricted for Equipment	\$ 190,940.09
Restricted for Facilities	\$ 242,762.84
Restricted for Public Parking	\$ 10,044.44
Restricted for Arts, Culture & Heritage	\$ 2,936.78
Restricted for Trees	\$ 173,511.94

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

MEMO

ddettling@villageofdexter.org

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

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: October 17, 2012
Re: Assistant Village Manager &
Village Manager Report - Meeting of October 22, 2012

1. Meeting Review:

- October 1st - OHM, TetraTech re: Sludge Project Boiler
- October 2nd – Site meeting Wellness Center re: Landscaping
- October 3rd – Environmental Excellence Award at County Ways and Means
- October 6th – Apple Daze
- October 9th – Mill Creek Park Project Update Item #8
- October 10th – State Boundary Commission
- October 10th – SR2S Community Kick-Off Meeting
- October 11th – SRF & S2 Stormwater Master Plan
- October 11th – Laura Krep re: Zoning Updates
- October 12th – OHM & Tetra Tech re: Sludge Project
- October 16th – Coy Vaughn re: B2B/Westside Connector reconcile pay items
- October 16th – Pre-application Oxford re: Dexter Crossing Commercial site
- October 17th – Chelsea Wellness Foundation Grant Workshop

2. Upcoming Meeting Review:

- October 18th – Close on 8258 Huron Street
- October 24th – Farmers Market/Community Garden Committee
- October 29th – Rana Emmons re: Annual Audit Fieldwork

1. Mill Creek Park Grant. The village received \$231,832.06 on October 10, 2012 in grant funds from the State of Michigan Natural Resources Trust Fund. We have previously received \$173,137.94 bringing the total to \$405,000. The State will hold the remaining 10% until the project is closed out and they complete their final audit process. We have also sent in the required information for the \$48,000 Waterways Grant. They will release those funds once we submit the as-builts. As these funds are received they are used to replenish general fund reserves that were used to cover the cost of the project while waiting for the grant funds.
2. Sewer Break Claim. The Village received notification on October 12, 2012 that Merchant Insurance, insurance company for Kyle Builders, will be paying the \$7,950 insurance claim for the Sewer Main break that occurred during the construction of the Border to Border Trail. I will continue to follow-up on the Water Claim \$13,725.00, as you may recall Travelers on behalf of Anlaan rejected/denied our demand for payment.

3. Staffing. I have extended Laura Kreps hours on Tuesday and Thursday from half days to all day starting October 29, 2012. Staff needs help managing calls and walk-ins for zoning related matters. I am anticipating that the monthly fee of \$3,360 will be partially off-set by the reduction in the salary line item. I will be projecting out the expense to determine when a budget amendment will be necessary for this Department. **Attached** to my report is an update from Laura Kreps of on-going or completed projects.
4. Tree Replacement. At the last meeting property owners on Grand Street requested that the Village plant trees on private property to help buffer them from the Wellness Center building. Attached is a copy of the Tree Replacement Restricted Account-Policy Statement and Section 16 landscape standard from the Zoning Ordinance. The Policy document states its sole purpose is to fund planting and preservation of trees within the Village of Dexter. The funds accumulated in the restricted Tree Account are public funds to be used for public purposes and although not explicitly stated it is implied that planting and preservation is to take place on public property. An appeals process is included in the policy, but is restricted to landscaping plantings that enhance the quality of parks and natural areas. Staff would need to review any decision to plant trees on private property with legal counsel and is not in support of this practice due to the liability and maintenance issues surrounding caring for a tree on private property.
5. Meeting with Washtenaw County Parks. On Tuesday, October 16, 2012 Donna, Courtney, and President Keough met with Bob Tetens and Coy Vaughn of Washtenaw County Parks to close-out the Westside Connector project. The final cost of the Village's portion of the project is \$128,072.60, which leaves \$329,927.40 as the remaining reimbursement of the \$458,000 in non-motorized funding that we committed to the project. The \$329,927.40 will be invoiced to the County to assist in funding the Mill Creek Park. The original estimate for the cost of the connector was \$108,000 so the cost came in very close to what was used in the projections. The County also suggested that the Village apply for a Connecting Communities grant to help complete the segment of the Border to Border Trail that connects the Village to Dexter Huron Metropark. The County is proposing that this grant funding could be used to complete the trail from where it will currently stop, just outside the DPW, to Central Street. The grant application is due by the end of the year and the County has offered to provide us with assistance in completing the application. Bob and Coy also asked about the decision to remove the bicycle ramp from the Alpine stair project. The ramp was discussed by the County Parks and Recreation Commission during their decision to allow the stairway to be a project included in the funding swap. While this will not impact the Village's ability to get reimbursed the \$329,927.40, we are working with JJR to determine whether adding the ramp back to the project is feasible.
6. 8050 Main. Over the past two weeks staff has been working with potential businesses that have an interest in starting a food business at 8050 Main. Scott Thomas, who owns the BBQ Wagon and Bill and Loan Joyce who own the purple building downtown, approached the village about leasing the space specifically for . They are providing a business plan, including references and financial information. Staff will evaluate and bring a recommendation to council to enter into a lease with one of them. We have also obtained an estimate from Rich Henes to complete design documents for a public restroom in this facility; his range is \$3,000 to \$5,000 depending on the scope of the

project, which would be determined by an introductory design meeting. A copy of his proposal for this meeting is attached. Staff would like direction on whether Council would like us to continue to pursue the bidding of the restroom so we have a cost if the building were to become vacant again in the future.

7. NASCAR Green. We are working with NASCAR Green to put half the trees in the tornado impacted areas and other half will go on the west bank Mill Creek Park. At this time, we're waiting to hear back from the contractor about the species list we requested.
8. Mill Creek Park Project Update. A Landscape Punch List and a Provision Punch List are attached to this report. This is the follow-up from the Project Update meeting held on October 9, 2012.
9. Dexter Fire Department MiOSHA Update. Attached is an email from Chief Yates in which MiOSHA provided several options for dealing with the serious hazard condition at 8140 Main Street. The serious hazard identified by MiOSHA during a voluntary audit in April 2012: sleeping/lounge quarters in upper part of building of fire station have no exit egress for exit discharge; only a stairway to main floor.

Donna Dettling

From: Laura Kreps <lkreps@cwaplan.com>
Sent: Tuesday, October 16, 2012 9:37 AM
To: Donna Dettling
Cc: Courtney Nicholls
Subject: On-going projects for VC packets

Here is my list of on-going / completed projects for your Village Council report:

- ZBA approved the Wellness Center sign variances last evening - larger monument sign, artwork sign at entrance + directional sign w/logo.
- Additional modifications to the parking / grading plan for the Wellness Center (southeast corner of the property) were approved administratively.
- Held a conference call (10.11.12) w/Regina Building Company - potential buyer of existing Victoria condos.
- Finalized 3060 Baker Road landscaping + signage. Met with contractor (Al Sample) re: drive approach issue + potential alterations for compliance.
- Holding a pre-application meeting on 10.16.12 with Metro Consulting/Oxford re: potential development at Dexter Crossing.
- I have been in contact w/J. Schulz re: request to PC for an additional site plan extension for Mill Creek Terrace project. Will be placed on November PC meeting.
- The special use request from Mr. D'Oria (Bits N Pizza) for outdoor seating has been pulled from the November PC meeting. The applicant has not provided additional information requested in order to process application.

Those are the major ones, let me know if you need more.

Laura

Laura K. Kreps, AICP
Carlisle/Wortman Associates, Inc.
lkreps@cwaplan.com
734-662-2200

VILLAGE OF DEXTER TREE REPLACEMENT RESTRICTED ACCOUNT

POLICY STATEMENT

2008

Amended August 9, 2010

The Village of Dexter, by resolution of the Village Council and pursuant to Article VI, Section 6.14 (Tree Replacement Standards), shall establish a restricted account for the purpose of accepting contributions for the sole purpose of funding planting and preservation of trees within the Village of Dexter. Planting and preservation shall include the purchase and planting of trees and the purchase of materials to assure the success of the planting including, but not limited to, water bags, mulch and stakes. The restricted account shall be entitled "Tree Replacement Restricted Account".

Any individual, corporation, agency or entity, public or private, may make unrestricted contributions to the account pursuant to Section 6.14 of the Village of Dexter Zoning Ordinance.

The Tree Replacement Restricted Account shall be administered and audited through the normal administrative structure of the Village of Dexter. The Village Manager or designee shall be responsible for the ultimate administration and accounting of all funds held in the account.

Funds in the Tree Replacement Restricted Account may be used to produce informational materials about tree planting and care. Such materials shall be approved by the Tree Board.

It is not the intent that funds in the Tree Replacement Restricted Account be used for routine or long-term tree maintenance, such as tree trimming or general storm damage clean-up, except where a tree is removed for the purpose of planting a new tree. Maintenance activities shall be funded and administered through the Village of Dexter's general operating fund. In the event of a natural disaster, epidemic disease, or insect infestation, funds in the restricted account may be used to remove and replace trees, provided use of the funds is recommended by the Tree Board and approved by the Village Council.

Contributors shall receive a copy of this policy statement. Additionally, contributors shall be given a standardized certificate of appreciation. Funds deposited in the Tree Replacement Restricted Account become the property of the Village of Dexter. Contributors shall be required to sign a release acknowledging their non-refundable contribution. The release shall also serve as a receipt for tax purposes.

APPEALS – Special project appeals are permitted when recommended by the Tree Board AND Parks and Recreation Commission AND approved by the Village Council. Appeals shall only be permitted for the following: tree removal and landscaping plantings that enhances the quality of parks and natural areas in the Village that is consistent with the goals and objectives of the Village of Dexter Tree Management Plan AND Parks and Recreation Master Plan. Engineering and design of such projects is not a permitted

appeal. When considering appeals all boards and commissions shall consider the remaining account balance for continued tree planting activities as intended by the creation of the account.

The Village of Dexter may from time to time amend the "Tree Replacement Account Policy Statement" by resolution of the Dexter Village Council.

Motion: Semifero

Support: Smith

Ayes: Carson, Cousins, Fisher, Smith, Keough

Nays: Semifero, Tell

Absent: None

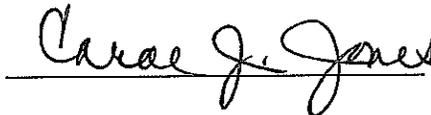
Resolution recommended by the Tree Board on the 22nd day, January 2008.

Resolution declared adopted by the Village Council this 28th day, January 2008.

Resolution amended by the Village Council this 9th day, August 2010.



Shawn Keough, Village President



Carol Jones, Village Clerk

<u>Tree * (in inches)</u>	<u>Credited</u>
over 12 inches	3
8" - 11.9"	2
2.5" - 7.9"	1
* D.B.H. is the diameter measured at a height of four and one-half (4.5) feet above the natural grade. (Diameter at Breast Height, D.B.H.)	

In making a determination to waive or reduce the landscape and screening requirements of this Article, the following may be considered.

- A. Extent to which existing natural vegetation provides desired screening.
- B. The existence of a steep change in topography which would limit the benefits of required landscaping.
- C. The presence of existing wetlands.
- D. Existing and proposed building placement.
- E. The abutting or adjacent land is developed or planned by the Village for a use other than residential.
- F. Building heights and views.
- G. The adjacent residential district is over 200 feet away from the subject site.
- H. Conditions similar to the above exist such that no good purpose would be served by providing the landscaping or screening required.

Section 6.14 REPLACEMENT STANDARDS

The standards below are intended to encourage the preservation of existing mature, healthy trees on private property which contribute to the character, welfare, and quality of life in Dexter. These standards are intended to prevent the unnecessary removal of trees prior to, during, and following construction on a site. The standards of this section in conjunction with the standards for site plan review promote the goals of the Dexter Master Plan.

- A. As noted in Article XXI, Site Plan Review, all trees over eight (8) inches caliper shall be identified on the site plan designating those to be preserved and those to be removed.
- B. Trees intended to be preserved shall be indicated with a special symbol on the site plan and be protected during construction through use of a fence around the drip line.
- C. To protect and encourage the continued health of the preserved trees, the ground area within the drip line of the trees shall be maintained in vegetative landscape material or pervious surface cover. The Village may not allow sidewalks, bike paths, vehicular lanes or parking within the drip line upon determining the setback from the trunk is suitable to reasonably ensure protection of the tree and the public. Storage of soils or other materials during or after construction within the drip line is prohibited.

- D. All existing trees identified on the site plan with an eight (8) inch or larger caliper to be removed must be replaced according to the following table. Replacement trees shall be in addition to all other landscaping requirements.

<u>D.B.H.* of Removed Tree</u>	<u>Number of Trees Required to Be Planted</u>
Landmark Trees**	5 trees of at least 2.5" caliper
23.9" or larger (non-native)	4 trees of at least 2.5" caliper
12" - 23.9"	3 trees of at least 2.5" caliper
8" - 11.9"	2 trees of at least 2.5" caliper

* **D.B.H.** is the diameter measured at a height of four and one-half (4.5) feet above the natural grade. (Diameter at Breast Height, D.B.H.)

** **Landmark Tree.** Any native species tree of 24" D.B.H. or greater that has a health and condition standard factor over 50 percent based on the standards established by the International Society of Arboriculture. These standards consider the soundness of the trunk, the growth rate, the structure of the tree, the presence of insects or disease, the crown development, and the life expectancy.

- E. Any property owner or his representative proposing to clear more than twenty-five percent (25%) of the trees of eight (8) inch diameter at breast height (D.B.H.) or greater on a site, as determined by the Planning Commission, shall first notify the Village of the intent of such clearing and/or earth change and submit a proposed plan describing the site's features for review and approval by the Planning Commission.

This sub-section shall not prevent tree clearing for approved building envelopes, swimming pools, decks, essential services, utility lines or construction drives; nor shall this ordinance prohibit site alterations for farming purposes. The Planning Commission may waive the (D.B.H.) standard for select clearing of lower quality and non-native species including, but not limited to box elders, elms, poplars, willows, and cottonwoods.

- F. Where it is not feasible and/or desirable to replace or relocate trees on site, according to the above listed schedule, the Planning Commission may require greater size for replacement trees, require replacement trees at another location on public property in the Village, or require contributions to the Village's Tree Replacement Program.

Where the applicant demonstrates that it is not possible to mitigate all replacements on site, the Planning Commission may also consider the planting of two ornamental trees per one required replacement tree.

On site replacement and/or relocation shall be required for permitted activities in accordance with the replacement schedule of this section. Every effort should be made to relocate or mitigate trees on site. Off site mitigation or contribution to the Village's Tree Replacement Program shall only be allowed after the applicant has demonstrated that on site mitigation is not practical or feasible. The requirement for on site mitigation may be altered or waived by the Planning Commission if the proposal meets the following criteria:

1. The proposal meets all other ordinance requirements.
2. The applicant can clearly demonstrate that there is inadequate planting area for the healthy installation of the required trees on site and that maximum effort has been put into locating as many of the required trees as possible.
3. The applicant has made every reasonable effort to preserve as many of the existing on site trees as possible.
4. The proposal demonstrates environmental sensitive design in terms of topography, stormwater management, soil erosion management, etc.

Should the proposal meet the above criteria, the Planning Commission may reduce the requirement for on site mitigation of replacement trees and permit mitigation off site at an approved location or by contribution to the Village's Tree Replacement Program. Off site mitigation or financial contribution shall only apply if the Planning Commission should determine that no practical or feasible alternative exists for on site mitigation. Payment to the program per tree removed shall be in accordance with replacement fee schedule as established by Village Council resolution. Contributions placed in the Tree Replacement Program shall be used in accordance with the Tree Replacement Program Policy Statement.

Section 6.15 TREE PROTECTION DURING CONSTRUCTION

Placement of Materials Near Trees. No person shall conduct any activity within the drip line of any tree designated to remain including, but not limited to, placing solvents, building materials, construction equipment, or soil deposits within the drip line. Nor shall vehicles or construction equipment be operated in such close proximity of an existing tree so as to cause compaction of the soil within the drip line of the tree which is to remain.

Attachments to Trees. During construction no person or entity shall attach any device or wire to any tree which is to remain after construction.

Protective Barriers. Before development, land clearing, filling, or any other land alteration for which a permit is required, the developer and/or property owner shall erect and maintain suitable barriers to protect existing trees which are to remain after construction. Protective barriers shall remain in place until the Village authorizes their removal or issues a final Certificate of Occupancy, whichever occurs first. Wood, metal, or other substantial material shall be utilized in the construction of barriers. Barriers are required for all trees designated to remain except in the following cases:

1. **Rights-of-Way and Easements.** Street rights-of-way and utility easements may be cordoned by placing stakes a minimum of fifty (50) feet apart and tying ribbon, plastic tape, rope, or similar material from stake to stake along the outside perimeters of areas to be cleared.
2. **Large, Separate Areas.** Large areas of property separate from the construction or land clearing area on to which no equipment will venture may also be cordoned off as described in Paragraph A, above.



Washtenaw County Parks and Recreation Commission

October 2, 2012

Shawn Keough, President
Village of Dexter
8140 Main Street
Dexter, MI 48130

Connecting Communities Initiative

Dear President Keough:

In order to promote the development of a County-wide trails network, in 2009 the Washtenaw County Parks and Recreation Commission (WCPARC) established the *Connecting Communities Initiative*. Through this program WCPARC is partnering with local communities to build trails that connect to our Border to Border Trail (B2B) and/or link County residents to community resources (parks, historic sites, places of employment, schools, shopping areas, etc.) and to each other. Our first three years of the program were a huge success as we were able to award a total of \$1,800,000 to ten exciting trail projects around the County.

Enclosed with this letter is a description of the program, selection criteria, and an application form for potential 2013 projects. WCPARC intends to award another \$600,000 in 2013 and 2014 (\$3 million total over five years) to assist communities to construct non-motorized trails in Washtenaw County. Applications for 2013 projects must be received no later than December 31, 2012. WCPARC staff and the Greenway Advisory Committee will review applications received and make recommendations to the Commission. The Commission intends to make final decisions regarding project approval and funding at its February 2013 meeting.

If you have any questions please contact Coy Vaughn, Deputy Director at (734) 971.6337 x326 or vaughnc@ewashtenaw.org

We look forward to working with you to build a more comprehensive trail network in Washtenaw County. Thanks for your cooperation.

Sincerely,

Robert L. Tetens, Director

Enclosures



16 October 2012

Courtney Nicholls
Assistant Village Manager
8140 Main Street
Dexter, MI 48130

Re: 8050 Main St. - Village Restrooms - Pre-design

Dear Ms. Nicholls:

Thank you for the opportunity to submit a proposal to provide architectural services for the proposed village restrooms. Before we can determine the scope of the design work and propose an overall design fee, we must first define the project. As it sits, the building is a take-out restaurant with a small toilet room in the back, northeast corner of what appears to be a lean-to addition to the original building. The building is in "fair" condition and could use some improvements.

The restroom design options are numerous. On one end of the spectrum (least expensive), the existing restaurant interior could be demolished and two single-occupancy toilet rooms constructed in the "original" portion of the building. The new finishes would be based on performance requirements. Some sitework would be necessary to provide barrier-free access. No other work would be performed.

On the other end of the spectrum (more expensive), after demolition of the restaurant, the existing structure could be upgraded (known and presently unknown conditions) to provide a sound base for two restrooms with multiple fixtures in each (quantity unknown at this time). The new finishes would be based on performance requirements and appearance. Non-restroom space could be developed for a currently undetermined village/commercial use.

As you can guess, the difference in construction cost and design fee will vary greatly based on the direction of your decisions. We need to define the scope.

We propose to meet with your restroom building committee to decide what to design (programming). This meeting would be two hours long at a minimum. The data would be the basis for our restroom design proposal (for bid documents). This information will be recorded in a hand-written format and be available to you. We propose to provide this service for \$230. Expenses for printing and copying are in addition to this fee and will be billed in accordance with the enclosed Standard Policies, which are incorporated in this agreement by reference.

A R C H I T E C T S

310 Depot St. ■ Suite 2 ■ Ann Arbor ■ MI ■ 48104 ■ cdiarchitects.com ■ 734.663.7580 ■ Fax 734.663.1180

Courtney Nicholls
10/16/2012
p. 2.

To accept this proposal and authorize us to start work, please sign below and return a copy to me. Contact me if you have questions or comments. Thank you, Courtney, for considering Cornerstone Design for this project; we look forward to working with you.

Sincerely,

Accepted:

Richard L. Henes, AIA
President

Date

Enclosure

CORNERSTONE DESIGN INC DESIGN SERVICES
2012 STANDARD POLICIES



1. **Rate Schedule:**

Richard Henes	\$115 per hour
David Esau	\$107 per hour
Project Architect	\$102 per hour
Architect	\$94 per hour
Intern Architect	\$78 per hour
Draftsperson	\$63 per hour
Secretarial	\$37 per hour (when attributable to a project).

- 1.1. When required by the Client's schedule, overtime for Intern Architects, Draftspeople, and Secretarial staff will be billed at 1-1/2 times the listed rate. This will not apply without advance approval by the Client.
- 1.2. Future changes in hourly rates will not affect projects covered by a fixed fee or guaranteed maximum contract.
- 1.3. Rates (and fees in proposals) do not include sales taxes on services. If such taxes are imposed by the state or a local municipality, they will be added on to each invoice.

2. **Expenses:**

- 2.1. *Proposals:* Proposals will note what expenses are in addition to the estimated fee. Unless specifically noted in the proposal, consultants' fees are included in the estimated fee.
- 2.2. *Outside consultants:* Clients with time and materials agreements will be charged actual costs plus 10% for outside consultants required to complete a project.
- 2.3. *Auto mileage:* Charged at the current IRS-approved rate per mile for trips outside of Washtenaw County.
- 2.4. *Printing and copying:* Prints over 11x17 will be charged at a rate of \$3.50 per print for in-house printing and copying; printing and copying work done outside the office will be charged at cost. Progress plots for CAD projects will be charged as in-house prints. Color plots for presentation will be charged at \$10.00 each.
- 2.5. *Other direct expenses:* Travel and subsistence for out-of-town field work, and express shipping (FedEx, etc.) will be charged at cost plus 10%.

3. **Proposals:**

- 3.1. *Estimates:* Estimates of fees are available upon request. Proposals are valid for 30 days from the date of the proposal.
- 3.2. *Exclusions:* Proposals do not, unless noted otherwise, include costs for services to address the following:
 - 3.2.1. Variances.
 - 3.2.2. Design or redesign of fire suppression systems or septic systems.
 - 3.2.3. Costs incurred by discovery of possible wetlands or floodplains.
 - 3.2.4. Natural features requiring submissions to the Michigan Department of Environmental Quality.
 - 3.2.5. Natural features covered by the City of Ann Arbor natural features requirements.
 - 3.2.6. Presentation-quality drawings or models.
 - 3.2.7. Concealed conditions that are not apparent through visual review without removal of finishes or structures.
 - 3.2.8. Client changes to approved designs, or changes to the scope identified in the proposal.
 - 3.2.9. *Optional approvals such as LEED or other "green" credentials.*Additional costs incurred for the above exclusions will be billed as an additional service or may be contracted for separately by the Client. We will notify a client in advance of proceeding with this work.

A R C H I T E C T S

310 Depot St. ▪ Suite 2 ▪ Ann Arbor ▪ MI ▪ 48104 ▪ cdiarchitects.com ▪ 734.663.7580 ▪ Fax 734.663.1180

- 3.3. *Construction contracting*: Proposals for design and construction-phase services, and opinions of probable cost, are based on the assumption that the Client will hire a competent and experienced (and licensed, where required by law) General Contractor to manage the construction project. The General Contractor will sign a fixed or guaranteed maximum price contract similar to American Institute of Architects standard agreements for construction, and the architect's construction-phase services will be similar to those anticipated in those AIA agreements. For projects where the Client serves as the General Contractor, and hires individual subcontractors and/or performs the work, the Architect's construction-phase services shall be performed on an hourly basis as requested by the Client.
4. **Billing:**
- 4.1. Fees and expenses will be billed at the conclusion of the project or at the end of each month, whichever comes first. Additional services (such as for the exclusions above) will be broken out separately. Outstanding balances must be paid within 30 days.
 - 4.2. Overdue balances will incur service charges at a rate of 1-1/2% per month until the balance is paid. Payment thereafter shall first be applied to accrued service charges and then to the unpaid principal. No work will be performed on projects or for Clients with overdue balances.
 - 4.3. The Client is responsible for all costs incurred in collecting overdue balances.
 - 4.4. For rush jobs, the entire outstanding balance must be paid before documents are released for permit submissions or bidding. The Client will be informed in advance if this will apply.
5. **Client costs:** When required for the successful completion of the project, the Client will be responsible for supplying surveys, environmental testing (such as wetlands or hazardous materials investigations), traffic studies, soil investigations, and construction testing services. We can advise you on obtaining these services. Unless soil investigations are available prior to developing proposals, all proposals are based on the assumption that footings will be standard shallow spread footings to frost depth. The Architect and Architect's consultants shall have no responsibility for identification or removal of hazardous or suspected hazardous materials or molds. Clients will also be responsible for paying application fees for government approvals, and for providing legal, accounting, and insurance counseling services related to the project. In the event the Architect pays any client costs, they will be included as an expense on the next invoice, plus a 10% surcharge.
6. **Retainer:** For any projects with fees over \$2,000, a retainer in the amount of 10% of the fee will be required before work proceeds. Where work is to be performed on an hourly basis, a retainer of \$500 will be required. The retainer amount will be applied against the third or the final invoice, whichever comes first.
7. **Minimum charge:** Projects requiring sealed construction documents for permits are subject to a minimum charge of \$800.
8. **Use of Documents:** All drawings and designs prepared by the Architect or the Architect's consultants are copyrighted by the Architect and/or the consultants, and shall remain the property of the Architect or the respective consultants unless otherwise agreed in writing. The Client may use and reproduce the Architect's drawings and CAD files as reference material for subsequent projects at that site, or for facility management purposes, but may not--without approval of the Architect and payment of agreed fees--use or reproduce the Architect's drawings or files for purposes of constructing the Work at other locations. Due to changes during design and construction, accuracy of drawings and CAD files cannot be guaranteed. By using the drawings and CAD files, the Client agrees to indemnify the Architect for any costs resulting from unauthorized use or changes to the original documents.
9. **Limitations of Liability:**
- 9.1. On projects for which Cornerstone Design is not retained to provide full standard Construction Administration services, the Client agrees - to the maximum extent permitted by law - to limit the Architect's liability for the Client's damages to the fees paid to the Architect for the project.

Outstanding invoices shall not be considered to be part of the Architect's fees for purposes of this paragraph until paid in full. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. "Architect's liability," for purposes of this paragraph, shall include liability assigned to the firm, any of its officers and employees individually, and/or any subconsultants hired to provide services on this project. Standard Construction Administration services shall include review of shop drawings and other required submittals, review of pay requests, periodic site visits (at least monthly), attendance at job site meetings when conducted, and preparation of punch lists of work to be completed at substantial completion.

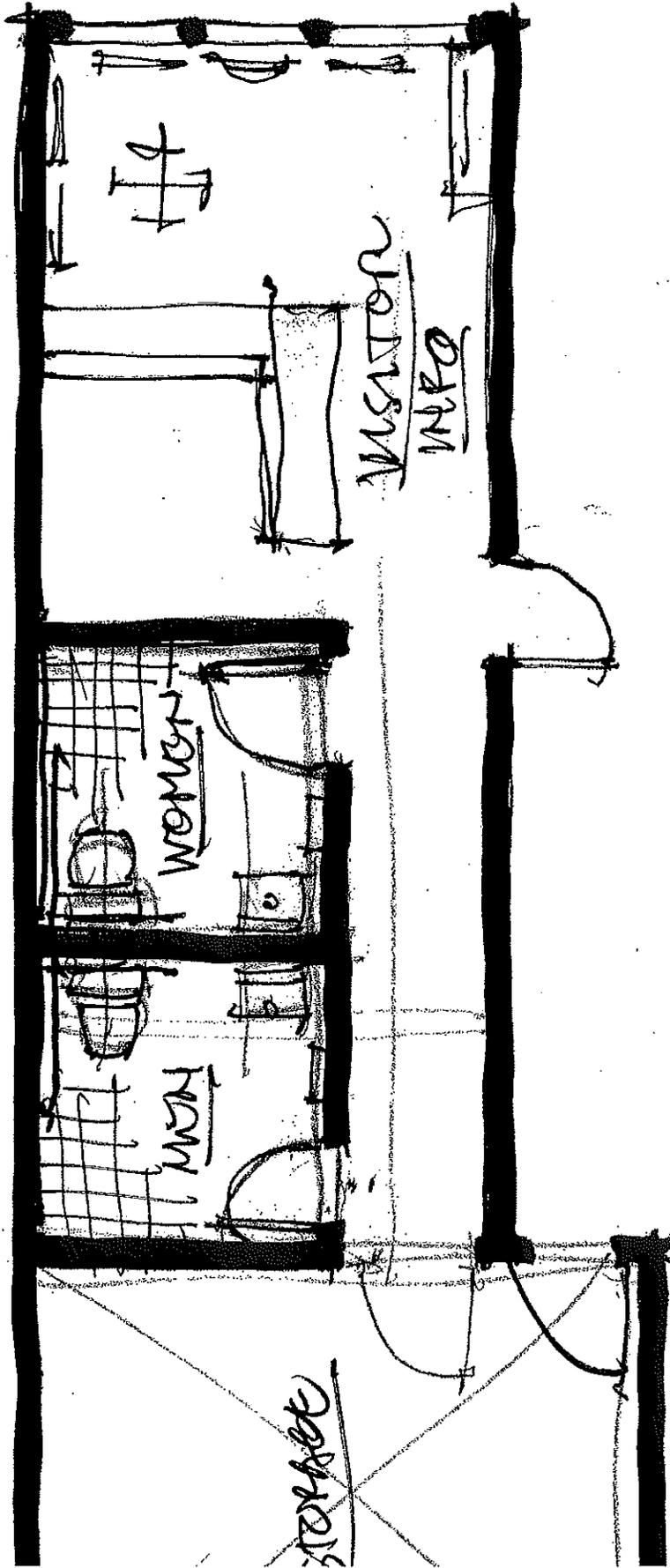
- 9.2. Client agrees to indemnify and hold harmless Cornerstone Design Inc, its officers, employees, and/or any subconsultants from liability, including to third parties, resulting from changes made to the architect's designs during construction without the advance knowledge of the architect. This shall include variations made by the general contractor and/or its subcontractors, with or without the Client's knowledge. The indemnification shall include attorneys' fees, court costs, and other expenses.

10. Miscellaneous:

- 10.1. *Construction Means and Methods:* Client understands and agrees that the Architect is not responsible for construction means, methods, techniques, sequences, procedures, or safety precautions. These items are solely the responsibility of the Construction Contractor.
- 10.2. *Disputes:* Disputes under this contract shall be governed by the laws of the state of Michigan. The Client and Architect agree to undergo mediation of any dispute under a mutually agreeable mediator; if a settlement cannot be reached by mediation, the dispute shall be determined by mandatory arbitration in accordance with the rules of the American Arbitration Association.
- 10.3. *Insurance:* The Architect maintains worker's compensation insurance and general liability insurance, and shall provide certificates to the Owner upon request.
- 10.4. *Termination:* This contract can be terminated by either party with seven calendar days notice. In the event of termination by Client, the Architect shall be compensated for services to date. Upon payment in full, the Architect will release copies of drawings and CAD files to the Client for his or her subsequent use; the Client recognizes that partially completed documents (resulting from early termination) are more likely to contain errors and inadequate coordination, and agrees to indemnify the Architect against all claims related to use of those documents by others. In the event of termination and resumption, or suspension for thirty calendar days or more, all fee proposals shall be subject to renegotiation.
- 10.5. *Consequential Damages:* Architect and Client waive all claims of consequential damage against each other that may result from this project.

11. **Modifications:** Policies included herein shall be considered to be superseded by policies agreed to in contracts for a particular project. Cornerstone Design reserves the right to modify policies at any time, except that revised policies will not take effect during the course of a project without the agreement of the Client.

12. **Effective date:** January 1, 2012.



PRELIMINARY FLOOR PLAN

OLD DEXTER POLICE STATION

10/8/12

17

Mill Creek Park	10-12-2012	50094.004
SUBJECT	DATE	PROJECT NO.
TO	COMPANY	
Rick Cedroni	Cedroni Associates	
Allison Bishop	Village of Dexter	
FROM	TELEPHONE NO.	
Paul Evanoff	734-669-2706	

Replacement Plants:

The following is a list of plant replacements requiring replacement this fall. It should be noted that the redbuds are traditionally a spring planting. Existing dead redbuds should be removed this fall and replanted in the spring. Location of replacement plants are shown on the attachment and flagged in the field with orange JJR ribbon

Replacement plants to match existing in size and form.

- (1) Amelanchier laevis; 8' Ht, multi-stem
- (1) Aronia melanocarpa; 36" Ht, cont, 4 canes
- (1) Celtis occidentalis; 2.5" cal, 1 central leader
- (5) Cercis canadensis; 8' Ht, multi-Stem (may be substituted with Amelanchier laevis).
- (1) Cornus foemina; 36" Ht, bare root or cont, 5 canes
- (1) Cornus s. 'Isanti'; 36" Ht, bare root or cont, 4 canes
- (4) Heliopsis 'Summer Sun'; # 1 cont.
- (11) Potentilla 'Goldfinger'; 18" ht, cont, 5 canes
- Raingarden plants are showing signs of growth and replacements will be determined in spring 2013 when warranty inspection is conducted.

Plant Adjustments:

- On the concrete ramp near the top of slope below the sandstone boulders, relocate 2 daylilies to form a small massing below the boulders and plant 5 Baptisia in the corner of the bed adjacent to the maple tree.

Ongoing Maintenance:

- The landscape (plant and seed beds) shall be maintained in accordance with the contract documents until May 31, 2013 (include herbiciding). Please note maintenance work receipts are required as back-up for payment by the village.
- I have been had pulling a lot of weeds within the raingarden plant beds and there are still a lot of remaining weeds. Weeds are not extensive elsewhere | the beds but there should be one last bed weeding yet this year.

Seeding:

- Fine grade, seed (lawn mix) and mulch the staging area at the end of Grand between the cemetery fence and parking lot. Dispose debris off-site.
- Install forb seed mix throughout all native floodplain and native upland areas. On 10-11-12, Paul E. gave authorization to Nativescapes to install these mixes.

Warranty:

- In mid-spring 2013 as plants are breaking spring dormancy, a complete walkthrough will be conducted to identify warranty plant replacements.

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<u>Mill Creek Park</u>	<u>10-11-2012</u>	<u>50094.004</u>
<small>SUBJECT</small>	<small>DATE</small>	<small>PROJECT NO.</small>
<u>TO</u>	<u>COMPANY</u>	
<u>Rick Cedroni</u>	<u>Cedroni Associates</u>	
<u>Allison Bishop</u>	<u>Village of Dexter</u>	
<u>Paul Evanoff</u>	<u>734-669-2706</u>	
<small>FROM</small>	<small>TELEPHONE NO.</small>	

The following is a running list of items requiring completion/repairs:

- Cemetery fence. Courtney to confirm the extent of repairs.
- Finish clean-up of construction staging area at end of Grand. Work includes restoration seeding of material storage area, debris removal and sweeping asphalt parking lot.
- Inspect all boardwalk deck boards and curb to ensure system is securely fastened to frame and all trip hazards are removed. There is one remaining location where the timber curb screw was installed improperly and it has split the deck board. The screw needs to be offset from its current location to firmly anchor into the deck structure. It occurs just before the railing at the southern-most end of the project approximately at St. Pt.10+55 on sheet C-11.
- Complete boardwalk railing repairs to remove all rough surfaces and damaged powder coated surfaces to top bar.
 - Wood steps railing- 1 rail
 - Concrete overlook railing on north side of the Main Street bridge: 4 rails
 - Boardwalk railing section across stone swale: 4 rails (2 on each side)
 - Boardwalk railing section along creek-railing only on creek side: 13 rails. There is also one post that has not been tightened down and very wobbly.
 - T overlook railing: 4 bars
 - Boardwalk Railing over Emergent wetland pond: 13 rails (8 on west side and 5 on east side)
 - Some of these rails that only have damaged finish can be repaired in the field with a field product that you must submit based on note 3 of C-15. Please Submit ASAP.
 - There is an occasional panel that has the finish flaked off and field repairs are also required.
- The extent of observed scratching to the finish and finish removal at the pipe ends are reason to be concerned about the methods of powder coating. Sheet C-15 in Addendum #1 spells out the requirements. Provide project documentation from the finisher identifying the process and materials used for comparison against note 1 on C-15 with specific references to the ASTM numbers.
- Pavers are chipped/damaged in all three plazas. The following is a preliminary count to be verified by the installer.
 - Amphitheatre:
 - 8 Black square
 - 7 black rectangle (band)
 - 19 red rectangle (field)
 - Plaza across from Alley
 - 12 black square
 - 20 black rectangle (band)

- 30 red rectangle (field)
 - Plaza across from Alpine.
 - 9 Black square
 - 14 black rectangle (band)
 - 10 red rectangle (field)
- Replace Jeffords pedestrian cross walk thermoplastic striping on road surface.
- Replace all Jeffords Street traffic signs and pedestrian cross walk sign removed during construction. The signs reinstalled at the 90 degree bend are crooked and use reference drawing C2.1 for proper orientation, location and materials.
- Small raingarden underdrain is leaking onto hillside and still needs to be investigated and repaired. There is no evidence that any investigation has been implemented and the rutting on the slope needs to be repaired after the problem is resolved.
- Large raingarden is not drainage quickly and needs to be tested to determine cause. If there are no apparent blockages in drainage, expose stone trench in one location (low point) to improve drainage.
- Remove surplus stones from rock lined channel at pipe outlet and place on banks to improve drainage. There are at least 3 locations that need modifications.
- Anchor all benches to the concrete bands in the circular plazas on Jeffords.
- Install correct outlet box at Amphitheatre per detail.
- Seal expansion joint at top of wood steps at Alpine.
- Remove all visible geotextile fabric from creek banks.
- Wood Steps: add more gravel below steps and landings to cover fabric. Cut away exposed edges of fabric.
- Wood Steps: Remove all soil and gravel against beams and joists.
- Wood Steps: Apply aesthetic coating over headwall at the top of steps to cover the poorly formed joint.
- Wood Steps: Install railing per sketch.
- Wood Steps: Finish panels.
- Check railing to remove at least one nail that is partially installed creating a hazard.

The above list of items will continue to be updated until Substantial completion is achieved. No items have been identified for the wood steps and platforms yet.

X:\Forms\memorandum.doc

cc:

Donna Dettling

From: lorenyates@aol.com
Sent: Wednesday, October 17, 2012 11:19 AM
To: Donna Dettling
Subject: Fwd: Dexter Fire Department

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

From: Zagresky, George (LARA) (LARA) <zagreskyg@michigan.gov>
To: lorenyates <lorenyates@aol.com>; jhilberer <jhilberer@dexterareafire.org>
Sent: Wed, Sep 26, 2012 1:41 pm
Subject: FW: Dexter Fire Department

Good Afternoon Chief Yates and H S Officer Hilberer, here are some ideas that staff from the Lansing office came up with. Hopefully you will get funds to build a new Fire House. In the meantime you have to protect your employees. If you have any questions please call me or email and I will try to give you and your staff a break down of information provided. Thank You, George Zagresky.

From: Gundry, Debra (LARA)
Sent: Wednesday, September 26, 2012 9:55 AM
To: Zagresky, George (LARA)
Subject: Dexter Fire Department

Hi George:

After speaking with Charlie and Robin this morning the following are some options:

1. Install a fire escape stairway from second floor
2. Do not allow sleeping on the second floor – set up on first floor
3. Bring in a mobile sleeping unit
4. Remove obstacles in getting to the stairway i.e. add additional doorways, remove walls (there must be a clear path of travel to the stairs and within the required distance. Once the employee gets to 1st floor they would need to be able to exit immediately without traveling in a maze or high hazard area (truck bays).

The above options would allow abatement of the items.

Interim protection options:

1. Install an egress knock out window in current sleeping quarters with a fixed ladder on the outside of the window, add extra fire extinguishers, extra smoke detectors, possibly have the 911 operator serve as a watch person if located in the same building of the fire house. Some or all of these may be an option, but it is still only interim protection and would need to be abated in the near future.

Debra Gundry
MIOSHA
Onsite Supervisor
517-322-1714
www.michigan.gov/miosha



NOTICE OF DECISION

TO: Village Council and President Keough
Planning Commission

CC: Steve Brouwer, 7444 Dexter-Ann Arbor Road, Dexter, MI 48130
Donna Dettling, Village Manager

FROM: Laura Kreps, AICP, Village of Dexter

DATE: Tuesday, October 16, 2012

RE: ZBA Decision (Case #2012-03)
2810 Baker Road; Tax ID's HD-08-06-455-001

In compliance with the Zoning Board of Appeals Rules of Procedure and Policy, Article III, notice of the following ZBA decisions is given to Village Council and Planning Commission:

Variance Request (ZBA Case #2012-03)

On October 15, 2012, the ZBA reviewed three (3) variance requests, submitted by Steve Brouwer for 2810 Baker Road. Variances were requested from the following sections:

Section 7.03(1)D. – One (1) freestanding identification sign stating the name of a business center and major tenants therein may be erected for a shopping center, office park, industrial park or other integrated group of stores, commercial buildings, office buildings or industrial buildings. The sign area shall not exceed one (1) square foot per front foot of building or buildings for which it is erected; however, such signs shall not exceed sixty (60) square feet in area. Such signs may be up to ten (10) feet in height. If the lot fronts on two (2) or more collector or arterial streets one (1) such sign may be permitted on each frontage.

PROPOSAL – The applicant is requesting a variance to allow an 84 square foot monument sign at the entrance of the Dexter Wellness Center replacing the current sign and exceeding the 60 square foot area maximum.

Section 7.03(1)A. – Within all non-residential zoning districts, only one (1) ground sign shall be permitted per zoning lot. If the frontage of a zoning lot exceeds four hundred linear feet along a single street frontage two (2) ground signs may be permitted. One (1) additional ground sign may be permitted at a secondary entrance if it is not located on the same street as the primary entrance.

PROPOSAL – The applicant is requesting a variance to allow a second (additional) ground sign at the entrance of the Wellness Center depicting artwork.

Section 7.02(4)A. – Incidental/Directional signs shall not exceed two (2) square feet in area per side and four (4) feet in height, shall contain no advertising other than the name of the business and may be illuminated.

PROPOSAL – The applicant is requesting a variance to allow directional signage to contain a logo.

The public hearing was opened at 7:02 pm and staff provided a presentation on the request and the staff review. The applicant's representative, Steve Brouwer, said a few words regarding the request and the public was given the opportunity to speak.

Judy Model, 7615 Grand Street asked if the signage was lit, moving etc. and wondered how it would interfere with her backyard. Mr. Tell allowed Mrs. Model to review the location and detail of the signage provided by the applicant.

Matt Hook, 7605 Grand Street, stated that he has concerns based upon the proximity to schools and the distraction that signs can cause drivers. He wanted the ZBA to be aware of the safety of the children.

Amy Heydlauff, Chelsea Wellness Center, 310 N. Main, Chelsea spoke in favor of the project and indicated she is always available to answer questions. They are excited to be part of the community.

Bernie Ray, Physical Therapy, 2820 Baker Road, spoke in favor of the proposal and of the importance in having the logo on the directional signage.

Julie Boyd, 7611 Grand Street, asked that the ZBA take neighbors and schools into consideration.

The public hearing was closed at 7:21 pm.

The ZBA and the applicant discussed the request and the concerns with the request, including but not limited to the following:

1. The proposed size of the monument sign.
2. The existing logo on the pharmacy directional signage.
3. Whether the directional signage is illuminated.

ZBA Decision

On October 15, 2012, the Village of Dexter Board of Zoning Appeals moved the following:

Moved Wilcox, support Bombery -

Based on the information provided by the applicant (Case 2012-03) at the October 15, 2012 Zoning Board of Appeals meeting the Board determines that the request to waive the requirements of Section 7.03(1)D., allowance of an 84 square foot monument sign at the entrance of the Dexter Wellness Center replacing the current sign be GRANTED. The application submitted by Steve Brouwer for 2810 Baker Road, HD-08-06-455-001 MEETS the conditions required for the granting of a variance. The applicant is therefore PERMITTED to construct an 84 square foot monument sign as shown on the applicant's application.

Moved Wilcox, support Stacy –

Based on the information provided by the applicant (Case 2012-03) at the October 15, 2012 Zoning Board of Appeals meeting the Board determines that the request to waive the requirements of Section 7.03(1)A., allowance of a second ground sign at the entrance of the Wellness Center depicting artwork be GRANTED. The application submitted by Steve Brouwer for 2810 Baker Road, HD-08-06-455-001 MEETS the conditions required for the granting of a variance. The applicant is therefore PERMITTED to construct a second ground sign at the entrance of the Wellness Center depicting artwork.

Moved Wilcox, support Bombery –

Based on the information provided by the applicant (Case 2012-03) at the October 15, 2012 Zoning Board of Appeals meeting the Board determines that the request to waive the requirements of Section 7.02(4)A., allowance of logo on directional signage be GRANTED. The application submitted by Steve Brouwer for 2810 Baker Road, HD-08-06-455-001 MEETS the conditions required for the granting of a variance. The applicant is therefore PERMITTED to construct a directional sign containing a logo.

The determinations were made with consideration of following per Section 24.05 of the Village of Dexter Zoning Ordinance:

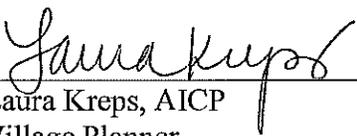
1. Practical Difficulties – The situation causing the need for these variances are due to the unique circumstances related to the property.
2. Public Safety – There are no public safety concerns.
3. No Safety Hazard or Nuisance – There are no safety hazard or nuisance concerns with the applicant's proposal.
4. Relationship to Adjacent Land Uses – The proposed sign variances will not adversely affect adjacent land uses.

MOTION CARRIED 5-0

Please feel free to contact me with any questions regarding the variance request or decision.

Thank you.

Respectfully submitted,



Laura Kreps, AICP
Village Planner

**VILLAGE OF DEXTER
ZONING BOARD OF APPEALS MEETING**

***** 7720 Ann Arbor Street *****

**Dexter Senior Center
MONDAY, October 15, 2012, 7:00 pm**

AGENDA

A. CALL TO ORDER

- B. ROLL CALL - MEMBERS:**
- | | |
|-----------------------|---------------------|
| S. Hansen | J. Rush |
| E. Bombery, Chair | D. Wilcox – PC Rep. |
| R. Tell – VC Rep. | C. Hurd - Alternate |
| B. Stacey - Alternate | |

C. APPROVAL OF MINUTES – September 5, 2012 Regular meeting minutes

D. APPROVAL OF THE AGENDA

E. SITE INSPECTION (Conduct on own)

F. PUBLIC HEARINGS

Order for Public Hearings

- a. Staff presentation.
- b. Petitioner’s presentation.
- c. ZBA member reports on conversations and site inspections.
- d. Public comment (State name and address).
- e. Rebuttal by petitioner (At chairman’s discretion).
- f. Close the public comment portion of the public hearing

**1. Open Public Hearing for Variance Request (ZBA Case #2012-03)
Variance Request for Steve Brouwer
2810 Baker Road, HD-08-06-455-001
(ZBA Case #2012-03)**

This Public Hearing is being held to hear public comment regarding the following request submitted by Steve Brouwer, for the property located at 2810 Baker Road, HD-08-06-455-001, to permit the installation of signage:

- A. Section 7.03(1)D., Ground Signs – One (1) freestanding identification sign stating the name of a business center and major tenants therein may be erected for a shopping center, office park, industrial park or other integrated group of stores, commercial buildings, office buildings or industrial buildings. The sign area shall not exceed one (1) square foot per front foot of building or buildings for which it is erected; however, such signs shall not exceed sixty (60) square feet in area. Such signs may be up to ten (10) feet in height. If the lot fronts on two (2) or more collector or arterial streets one (1) such sign may be permitted for each frontage. PROPOSAL – The applicant is requesting to install one (1) 84 square foot ground sign at the property entrance.
- B. Section 7.03(1)A., Ground Signs – Within all non-residential zoning districts, only one (1) ground sign shall be permitted per zoning lot. If the frontage of a zoning lot exceeds four hundred (400) linear feet along a single street frontage two (2) such ground signs may be permitted. One (1) additional ground sign may be permitted at a secondary entrance if it is not located on the same street as the primary entrance.

PROPOSAL – The applicant is requesting to install a secondary 27 square foot ground sign (artwork) at the entrance to the building located at the rear of the site (Dexter Wellness Center).

- C. Section 7.02(4) A., Signs Exempt from Permits – Incidental signs or directional signs which are intended to direct the flow of pedestrian and vehicular traffic on private property. Incidental signs shall not exceed two (2) square feet in area per side and four (4) feet in height, shall contain no advertising other than the name of the business and may be illuminated.

PROPOSAL – The applicant is proposing to install one (1) incidental sign directing traffic to the physical therapy use inside the Dexter Wellness Center that will include the company logo.

G. BUSINESS SESSION

1. **Consideration of: Variance Request for Steve Brouwer
2810 Baker Road, HD-08-06-455-001
(ZBA Case #2012-03)**

1. Discussion: Review of facts based on all information presented (from the application, written request for appeal, zoning ordinance, physical characteristics of the parcels, staff reports, hearing testimony). Discussion continues until a member is confident enough to propose a motion that includes a “finding of fact” and/or “conclusions”, and “rationale explaining why conclusions are reached” and “conditions” if any.
* This would be the appropriate time for the Board to call witnesses, and ask questions of owners, consultants, staff, etc.
2. Motion is proposed on “finding of fact, rationale, conclusions and conditions.”
3. Discussion on standards and requirements of the ordinance.
4. Action on the motion.

H. ADJOURNMENT



CARLISLE

WORTMAN
associates, inc.

605 S. Main Street, Ste. 1
Ann Arbor, MI 48104

(734) 662-2200
(734) 662-1935 Fax

VARIANCE ANALYSIS

Village of Dexter

October 2, 2012

APPLICANT INFORMATION

Applicant: Steve Brouwer

Property Address: 2810 Baker Road

Property I.D. #: HD-08-06-455-001

Zoning: C-1, General Business

VARIANCES REQUESTED

1. To allow an 84 square foot monument sign at the entrance of the Dexter Wellness Center replacing the current sign and exceeding the 60 square foot area maximum.

Section 7.03(1) D., One (1) freestanding identification sign stating the name of a business center and major tenants therein may be erected for a shopping center, office park, industrial park or other integrated group of stores, commercial buildings, office buildings or industrial buildings. The sign area shall not exceed one (1) square foot per front foot of building or buildings for which it is erected; however, such signs shall not exceed sixty (60) square feet in area. Such signs may be up to ten (10) feet in height. If the lot fronts on two (2) or more collector or arterial streets one (1) such sign may be permitted for each frontage.

2. To allow a second (additional) ground sign at the entrance of the Wellness Center depicting artwork.

Section 7.03(1) A., Within all non-residential zoning districts, only one (1) ground sign shall be permitted per zoning lot. If the frontage of a zoning lot exceeds four hundred (400) linear feet along a single street frontage two (2) ground signs may be permitted. One (1) additional ground sign may be permitted at a secondary entrance if it is not located on the same street as the primary entrance.

3. To allow directional signage to contain a logo.

Section 7.02(4) A., Incidental/Directional signs shall not exceed two (2) square feet in area per side and four (4) feet in height, shall contain no advertising other than the name of the business and may be illuminated.

SUMMARY

The applicant requests to construct the signage for the new Dexter Wellness Center facility. The following rationale was cited in the letter received by the applicant regarding the monument sign variance request:

The Dexter Town Center property at 2810 Baker Road is large enough that two (2) freestanding ground signs at 42 square feet each, 6-foot maximum height, would be allowed through the standard sign permit application process. We are requesting a variance to allow the total square footage of those two (2) signs be combined into one (1) sign for the development. The proposed sign would utilize the existing brick base and would be 84 square feet in area.

The development currently has one (1) sign at the drive approach providing signage for the existing building and its tenants. With two (2) additional buildings, each with multiple tenants, there is a need to provide signage to support these businesses.

Due to the layout of the property and the single drive approach, the best location for the proposed sign is in its existing location. We are asking to increase the size of the sign to include all three (3) buildings and their tenants.

The option of placing a second sign opposite the existing sign was explored. The reasoning for this option to be dismissed included:

1. Two (2) signs each displaying different information placed directly opposite one another limits visibility and clarity for traffic on Baker Road and for patrons entering the development.
2. When the third building is constructed in compliance with the required setbacks, the second sign would have very limited visibility.
3. The Planning Commission has recognized the need for increased signage at larger developments, as in Case #2012-01 LaFontaine Chevrolet at 7120 Dexter Ann Arbor Road.

As demonstrated in the application materials, the larger sign would be divided into thirds, providing one third (1/3) of the sign for each building. Each third may be divided as necessary for tenants in each building.

In addition to the increase in size for the monument sign, the applicant is also requesting the BZA to consider allowing a second (additional) ground sign at the entrance of the Wellness Center depicting artwork. The artwork serves as a point of interest for those approaching the building's entrance. The proposed artwork will be displayed at ground level and is setback approximately 300 feet from Baker Road. The artwork is neither intended to identify the facility, not to direct people to the Wellness Center. It is purely an aesthetic point of interest.

Further, the applicant is also requesting approval to allow the proposed directional signage to contain a logo. Michigan Rehabilitation Specialists Physical Therapy is a current tenant of the pharmacy building. Upon completion of the Dexter Wellness Center they will relocate their practice to the Wellness Center. A new directional sign is proposed along the south side of the access drive. The existing directional sign for the pharmacy's drive-through includes their logo, and the applicant is requesting the same variance.

VARIANCE CONSIDERATIONS

Section 24.05 A. outlines the criteria applicable to variance considerations. Variances shall be granted only in accordance with the Michigan Public Act 110 of 2006, as amended and based on the findings set forth below. The extent to which the following criteria apply to a specific case shall be determined by the BZA; however, at least one (1) of the applicable criteria must be found by the BZA for each variance request.

- 1. Practical Difficulties:** *Compliance with the strict letter of the restriction governing area, setbacks, frontage, height, bulk, density, or other dimensional provisions would create practical difficulties, unreasonable prevent the use of the property for a permitted purpose, or render conformity with such restrictions unnecessarily burdensome. The showing of mere inconvenience is insufficient to justify a variance.*

A *practical difficulty* is measured by answers associated with the following questions:

- Would enforcement of the Ordinance unreasonably prevent the owner from using the property for a permitted use? Would conforming to the Ordinance be unnecessarily burdensome?
 - Does the variance do substantial justice to the applicant and to other property owners in the district?
 - Is the situation causing the need for the variance due to unique circumstances related to the property?
- 2. Substantial Justice:** *Granting of a requested variance or appeal would do substantial justice to the applicant as well as to other property owners in the district; or, as an alternative, granting of lesser variance than requested would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners.*
 - 3. Public Safety and Welfare:** *The requested variance can be granted in such fashion that the spirit of these regulations will be observed and public safety and welfare secured.*
 - 4. Extraordinary Circumstances:** *There are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property that do*

not apply generally to other properties or other similar uses in the same zoning district. The conditions resulting in a variance request cannot be self-created.

5. **No Safety Hazard or Nuisance:** *The granting of a variance will not increase the hazard of fire or otherwise endanger public safety or create a public nuisance.*
6. **Relationship to Adjacent Land Uses:** *The development permitted upon granting of a variance shall relate harmoniously in a physical and economic sense with adjacent land uses and will not alter the essential character of the neighborhood. In evaluating this criterion, consideration shall be give to prevailing shopping patterns, convenience of access for patrons, continuity of development, and the need for particular services and facilities in specific areas of the Village.*

CONCLUSION

Each of the three (3) variances requested should be reviewed individually with respect to the variance considerations noted in the previous section. Therefore, we have provided a rationale for the approval or denial of each variance, and the corresponding findings of fact:

1. To allow an 84 square foot monument sign at the entrance of the Dexter Wellness Center replacing the current sign and exceeding the 60 square foot area maximum.

We find the conditions related to the allowance of a larger monument entrance sign is due to the property's limited options for placement of a second sign which creates a practical difficulty. The site will be developed to contain three (3) buildings and the current sign is designed to accommodate only one (1) building. Further, a second sign although permissible, would not be visible from Baker Road at any location other than the existing location. In order to provide adequate signage for the entire development and its tenants, a larger sign is necessary to provide visibility of all the tenants along Baker Road.

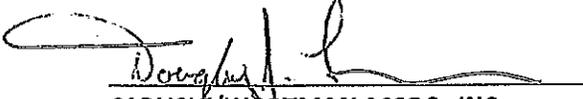
2. To allow a second (additional) ground sign at the entrance of the Wellness Center depicting artwork.

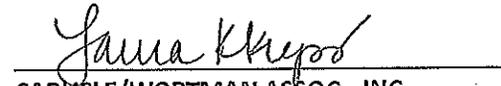
We find the conditions related to allowing an additional monument sign at the entrance to the Wellness Center to be unique to the development and use. The signage will not display any words or advertise any product; it will be placed as a point of interest to aesthetically enhance the Wellness Center entrance. Further, the placement of the second ground sign will be setback approximately 300 feet from Baker Road and will not impose a traffic hazard or endanger public safety.

3. To allow directional signage to contain a logo.

We find based upon the existing directional signage for the pharmacy located within the development containing their logo. A precedent has been set at this location to allow logos

on directional signage within the Dexter Town Center Development, and would provide substantial justice based upon the existing directional signage for the pharmacy.


CARLISLE/WORTMAN ASSOC., INC.
Douglas J. Lewan, PCP, AICP
Principal


CARLISLE/WORTMAN ASSOC., INC.
Laura K. Kreps, AICP

Recess: none

Business Session

1. Variance Request-ZBA Case # 2012-02

The Public Hearing is being held to hear public comment regarding a request submitted by Lisa Phillips, for 3360 Edison Street, Tax ID: HD-08-06-178-009.

Variations were requested from the following section:

Section 20.01, Side yard setback in the R1B One Family Residential--Minimum side yard setback requirement for a principle building is 10 feet.

The Board and the applicant began discussing the variance request.

1. Location of the proposed garage – the applicant stated that the location was selected to allow better access to the house, to be able to construct standard roof lines that will reduce future winter ice dams.
2. The encroachment is being reduced from 6 feet to 4 feet.
3. The setback is being increased from 2 feet to 4 feet.
4. The improvement, request and application seem straight forward.
5. Today's standard is a 2 car garage, which is what the applicant is requesting.
6. The non-conformity is being reduced.
7. The new vinyl siding will match the house, the current siding is old and in disrepair.
8. Current exterior storage is will be moved indoors.

The Board and the applicant discussed the request, Practical Difficulties, Substantial Justice, Public Safety and No Safety Hazard.

Moved Wilcox, support Rush, based on the information provided by the applicant (Case 2012-02) at the September 5, 2012 Zoning Board of Appeals meeting, the Board determines that the request to waive the requirements of Section 20.01, Schedule of Regulations for side yard setbacks in the R1B, One Family Residential District be **GRANTED**. The application submitted by Lisa Phillips for 3360 Edison Street, HD-08-06-178-009, **MEETS** the conditions required for the granting of a variance. The applicant is therefore **PERMITTED** to construct an attached garage along the northeast property line that encroaches 4 feet into the side yard setback as shown on the applicant's application.

The determination was made with consideration of following per Section 24.05 of the Village of Dexter Zoning Ordinance:

1. Practical Difficulties – the dimensional provisions are preventing the construction of a standard 2 car garage.
2. Substantial Justice – the neighbors support the addition to eliminate the outdoor storage.
3. Public Safety – There are no public safety concerns.
4. No Safety Hazard or Nuisance – There are no safety hazard or nuisance concerns with the applicant's proposal.

Ayes: Wilcox, Rush, Bombery, Hansen

Nays: none

Motion Carried

**VILLAGE OF DEXTER
ZONING BOARD OF APPEALS APPLICATION**

1. Compliance with the strict letter of the restrictions governing area, setbacks, frontage, bulk or density would unreasonably prevent the owner from using the property for a permitted purpose, or would render the conformity with such restrictions unnecessarily burdensome,
2. Granting the variance would do substantial justice to the applicant as well as other property owners in the district; or granting some portion of the variance would give substantial relief to the owner and be more consistent with justice to other property owners,
3. The plight of the land owner is due to unique circumstances of the property, and
4. The problem is not self-created.

This application and a site plan must be filed at least 4 weeks prior to the public hearing. Call the Village Zoning Office at 734-426-8303 ext. 2 for meeting dates and deadlines.


Owner or Applicant Signature

9/17/12
Date

*****OFFICE USE ONLY*****

Regulations (Ordinance Sections) to be waived: _____

Code Requirement: _____

Proposal: _____

Planning Commission Action: N/A

Date: _____

Village Council Action: N/A

Date: _____

Zoning Board Appeals Action: _____

Date: _____

APPROVAL STAMP

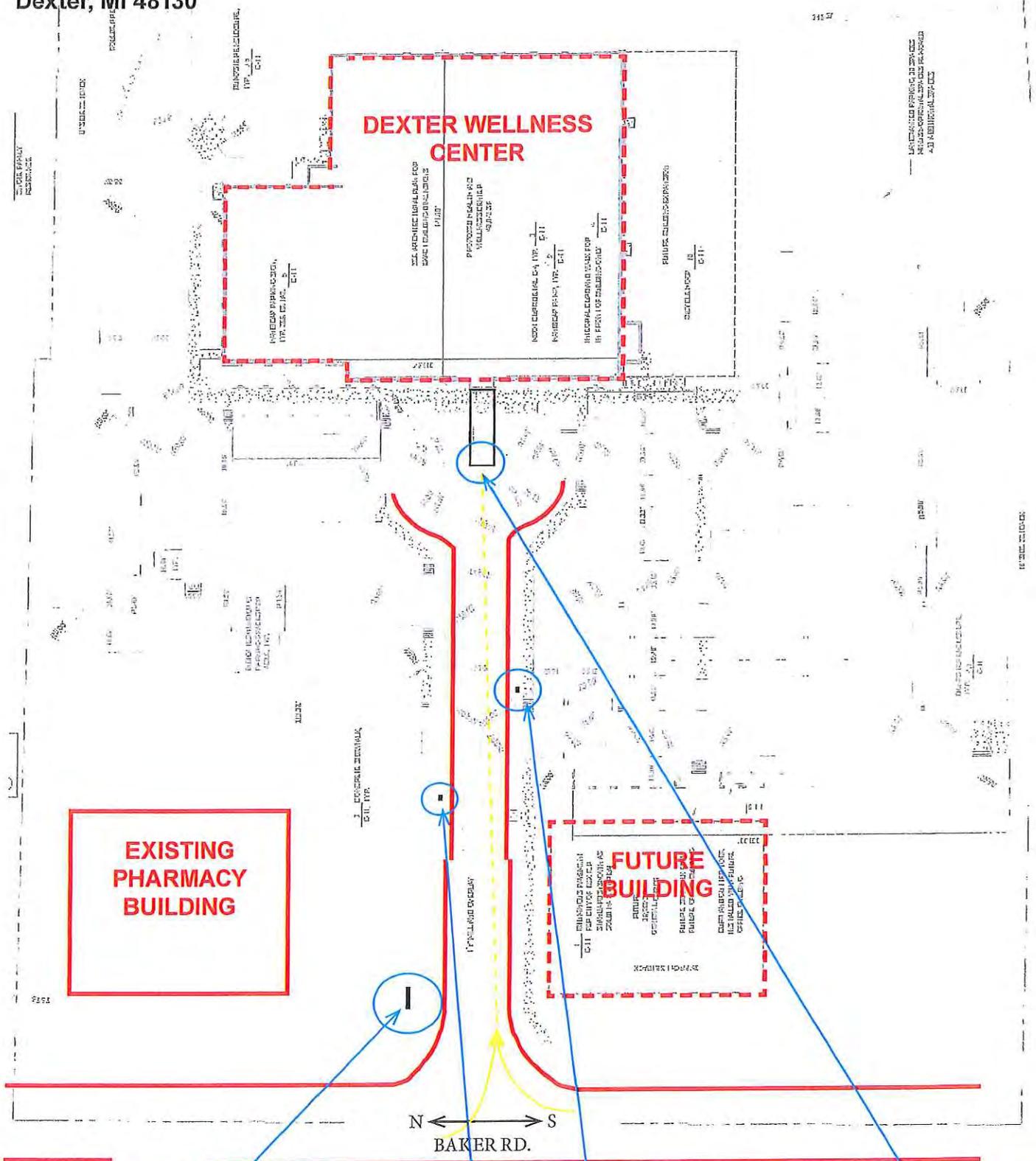
REQUEST FOR SIGNAGE VARIANCE

SITE PLAN

Dexter Town Center: Dexter Wellness Center

2810 Baker Road

Dexter, MI 48130



EXISTING MONUMENT SIGN FOR THE 'DEXTER TOWN CENTER' DEVELOPMENT. **VARIANCE REQUESTED for size.**

EXISTING DIRECTIONAL SIGN FOR PHARMACY DRIVE THRU.

PROPOSED DIRECTIONAL SIGN FOR DWC'S PHYSICAL THERAPY TENANT. **VARIANCE REQUESTED TO ALLOW THEIR LOGO.**

PROPOSED ARTWORK DISPLAYED AT THE ENTRANCE OF THE WELLNESS CENTER.

REQUEST FOR SIGNAGE VARIANCE

**2810 Baker Road
Dexter, MI 48130**

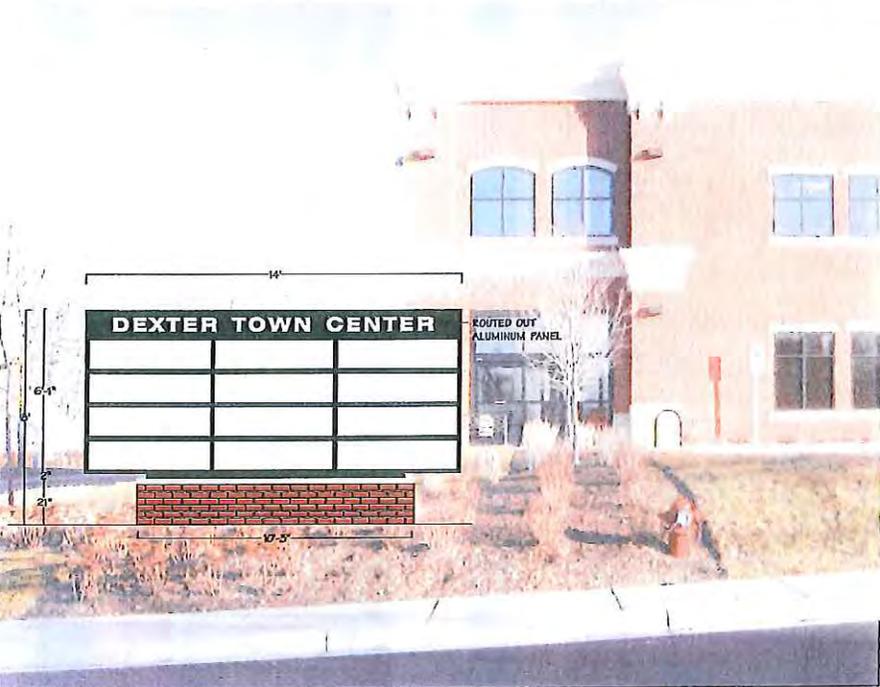


EXISTING MONUMENT SIGN

Routed aluminum D/F illuminated sign for the development.

Dimensions:

4' tall x 10' wide on a
2' tall brick base
Total Height is 6'



PROPOSED MONUMENT SIGN

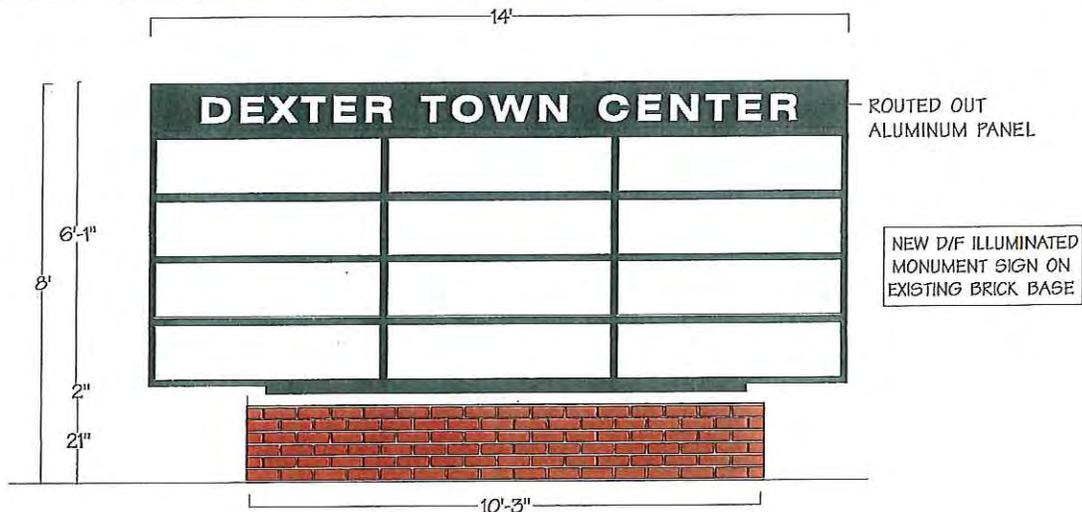
Variance requested for a larger sign at this location to accommodate the growing number of buildings and tenants in the development.

The proposed sign will utilize the existing brick base.

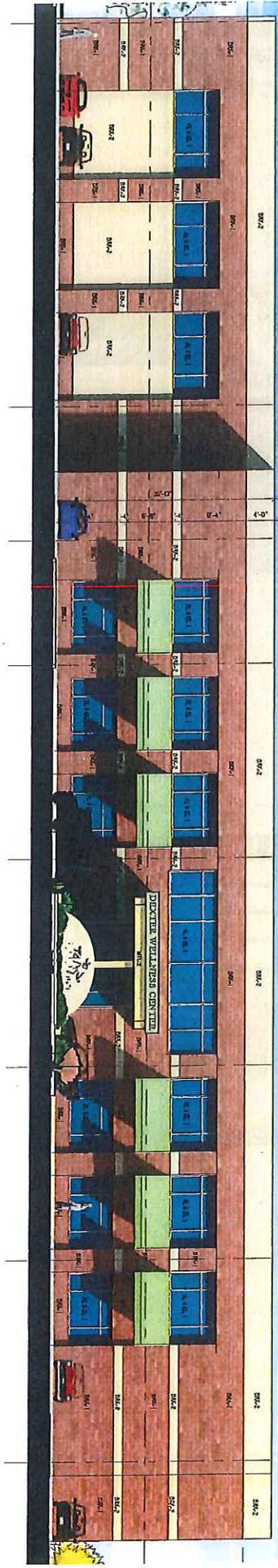
Proposed Dimensions:

6' tall x 14' wide on a
2' tall brick base
Total Height is 8'

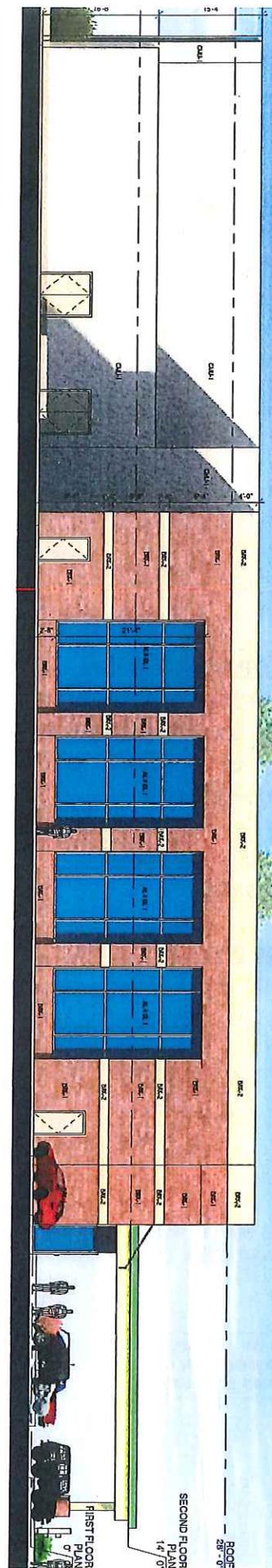
BAW



North Elevation



West Elevation



REQUEST FOR SIGNAGE VARIANCE

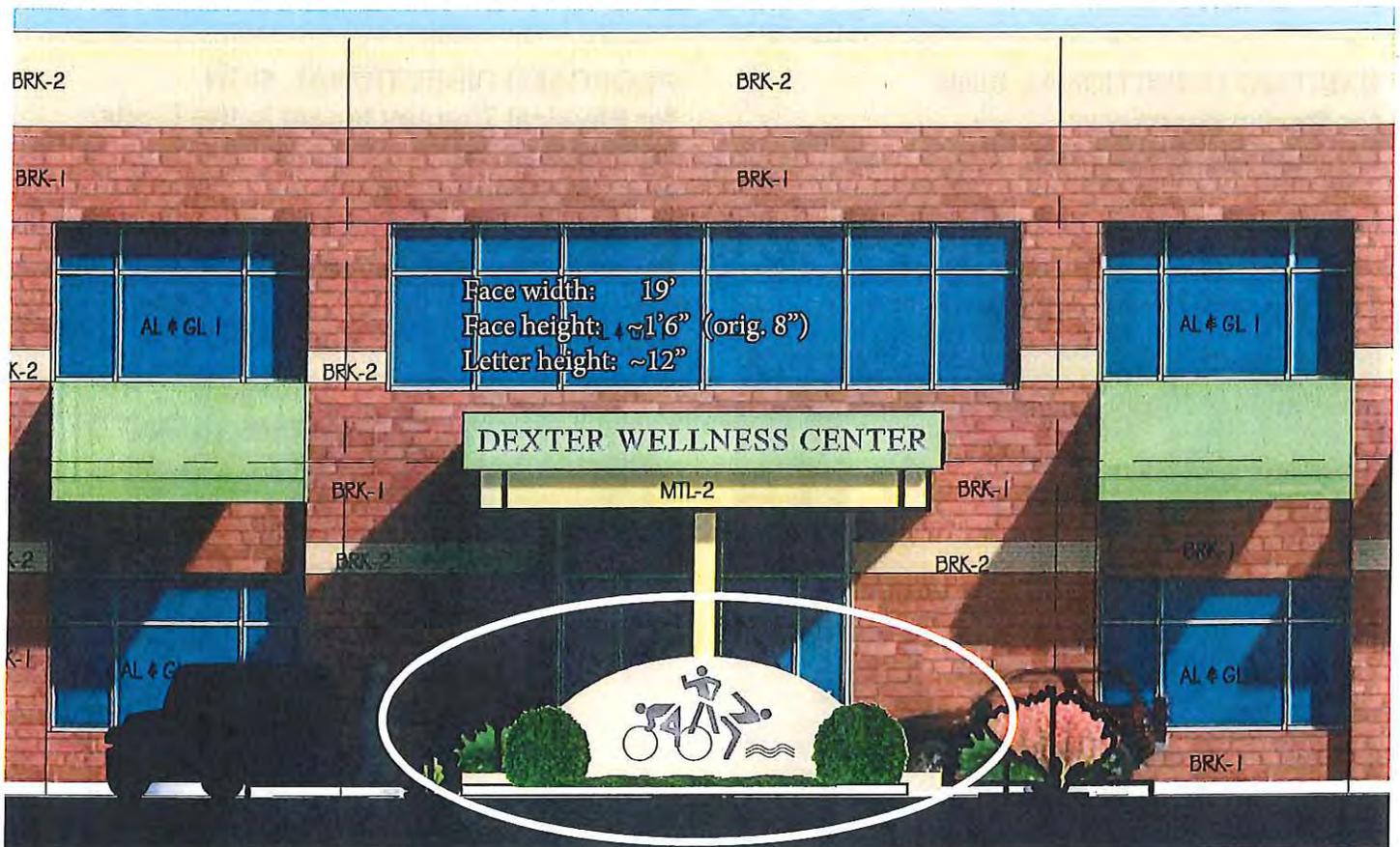
2810 Baker Road

Dexter, MI 48130

ARTWORK AS POINT OF INTEREST at entry of the Dexter Wellness Center

We request approval of the artwork shown below at the entrance of the Dexter Wellness Center. The artwork serves as a point of interest for those approaching the building's entrance.

The approved signage on the parking canopy serves as the identifier for the building. The proposed artwork will be displayed at ground level and is set back approximately 300 feet from Baker Road. The artwork is neither intended to identify the facility, nor to direct people to the wellness center. It is purely an aesthetic point of interest.



ARTWORK on half-moon wall:

- artwork is fabricated aluminum or similar material
- illuminated by landscape lighting
- dimensions of artwork approximately 4'0\"h x 6'9\"w
approximate area: 27 square feet

REQUEST FOR SIGNAGE VARIANCE

**2810 Baker Road
Dexter, MI 48130**

DIRECTIONAL SIGN for Physical Therapy Tenant of the Wellness Center Building

Michigan Rehabilitation Specialists Physical Therapy is a current tenant of the pharmacy building. Upon completion of the Dexter Wellness Center they will relocate their practice to the Wellness Center. A directional sign at the location noted on the attached site plan would be approved through the standard sign permit application process.

We are requesting a variance to include the tenant's logo on the sign. The existing directional sign for the pharmacy's drive thru includes their logo and we request the same variance.

**EXISTING DIRECTIONAL SIGN
for Dexter Pharmacy**
Internally illuminated sign.

Total Height is 4'

This sign will remain on the property.

**PROPOSED DIRECTIONAL SIGN
for Physical Therapy tenant in the Dexter
Wellness Center**
Internally illuminated sign.

Variance requested to include tenant logo.



12" h x 24" w

10" h x 28" w



4'0"

REQUEST FOR SIGNAGE VARIANCE

2810 Baker Road

Dexter, MI 48130

MONUMENT SIGN AT BAKER ROAD

The Dexter Town Center property at 2810 Baker Road is large enough that two (2) freestanding ground signs at 42 square feet each, 6 foot maximum height, would be allowed through the standard sign permit application process. We are requesting a variance to allow the total square footage of those two signs to be combined into one sign for the development. *Section 7.03(1)D* The proposed sign would utilize the existing brick base and would be 84 square feet in area.

The development currently has one sign at the drive approach providing signage for the existing building and its tenants. With two additional buildings, each with multiple tenants, there is a need to provide signage to support these businesses.

Due to the layout of the property (ref. Site Plan) and the single drive approach, the best location for the proposed sign is in its existing location. We are asking to increase the size of the sign to include all three buildings and their tenants.

The option of placing a second sign opposite the existing sign was explored. The reasoning for this option to be dismissed included:

- (1) Two signs, each displaying different information, placed directly opposite one another limits visibility and clarity for traffic on Baker Road and for patrons entering the development.
- (2) When the third building is constructed in compliance with the required setbacks, the second sign would have very limited visibility.
- (3) The Planning Commission has recognized the need for increased signage at larger developments, as in Case #2012-01 LaFontaine Chevrolet at 7120 Dexter Ann Arbor Road.

As illustrated on following pages the larger sign would be divided into thirds, providing one third of the sign for each building. Each third may be divided as necessary for tenants within the building and, as shown, would provide signage for up to four tenants in each building.

A. Criteria Applicable to Variances, Appeals and Exceptions

1. Practical Difficulties Compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk, density, or other dimensional provisions would create practical difficulties, unreasonably prevent the use of the property for a permitted purpose, or render conformity with such restrictions unnecessarily burdensome.

The property's current sign provides space for four tenants in one building. A second sign of equal size, though permissible, would not be visible from Baker Road at any location other than the existing location. To provide adequate signage for the entire development and its tenants, we are asking to double the size of the sign to accommodate triple the number of buildings. The total square footage permissible for this property as ground signage is 84 square feet. We are requesting one (1) 84 square foot sign to accommodate these new local businesses.

REQUEST FOR SIGNAGE VARIANCE

2810 Baker Road

Dexter, MI 48130

2. Substantial Justice Granting of a requested variance or appeal would do substantial justice to the applicant as well as to other property owners in the district.

Given the particular property's limited options for placement of a second sign, the fact that the development will include three buildings (one of which is notably set back from Baker Road) and that the current size of the sign accommodates only one building, we request that the square footage of two (2) 42 square foot signs be combined to one sign. Each building and its tenants need to be adequately represented as local businesses.

3. Public Safety and Welfare

Granting the requested variance would in no way impact public safety or welfare. The proposed sign would remain in the existing location and maintain a visual aesthetic comparable to the existing sign.

4. Extraordinary Circumstances There are exceptional or extraordinary circumstances or conditions applicable to the property involved.

The development was approved for only one drive approach leading to all three buildings, and the particular layout of the property does not offer a viable location for a second sign. Therefore we are submitting this request to increase the size of the existing sign to accommodate the additional two buildings.

5. No Safety Hazard or Nuisance The granting of a variance or appeal will not increase the hazard of fire or otherwise endanger public safety or create a public nuisance.

Granting the requested variance would in no way increase the hazard of fire or endanger public safety. The proposed sign would remain in the existing location and maintain a visual aesthetic comparable to the existing sign.

6. Relationship to Adjacent Land Uses The development permitted upon granting of a variance shall relate harmoniously in a physical and economic sense with adjacent land uses and will not alter the essential character of the neighborhood. In evaluating this criterion, consideration shall be given to prevailing shopping patterns, convenience of access for patrons, continuity of development, and the need for particular services and facilities in specific areas of the Village.

Granting the requested variance would in no way alter traffic patterns or character of the development and its adjacent properties. The proposed sign would remain in the existing location and maintain a visual aesthetic comparable to the existing sign. The fabrication and illumination of the proposed sign will be the same as the existing sign.

Village President Report
October 22, 2012

AGENDA 10-22-12
ITEM I-5

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

I spoke with Jeff Hauptman of the Oxford Companies as a follow-up to resident Mary Kimmel's idea about the possibility of seeing if the Village could help find a way for the post office to relocate to the available space in the Dexter Crossing Shopping Center. Jeff indicated that they would be very happy to have a long term tenant like the post office, but was unsure whether the Post office would be interested in moving.

October 10, 2012 – Regional Fire Department committee meeting – The meeting focused on Dexter Township's comments from their Special meeting held on this topic in late September. Dexter Township's general consensus is that representation should be even for all participating communities with a rotating member. They also prefer a name that has the word "Dexter" in it because of history and the geographic coverage area that it represents. They offered some opinions on other sections of the draft interlocal, but it was generally presented that the above two issues were the major items that they felt needed to be addressed in order for the agreement to move forward.

October 10, 2012 – Along with Trustee Smith, resident Mary Fialkowski and Assistant Village Manager Courtney Nicholls, I attended the State Boundary Commission meeting in Okemos. They found the referendum petition and signatures to be legally sufficient. Following this meeting, the Director of LARA will sign the findings of fact and the Boundary Commission staff will work with the Washtenaw County Clerk to schedule an election date for a resident vote on the question of whether the Village's incorporation process should continue.

October 15, 2012 – Along with Scio Township Trustee David Read, Webster Township Supervisor John Kingsley and Dexter Township Clerk Harley Rider, as well as two members of Dexter Township's public safety committee (Brent Courson and Dominic Treglia), I attended a meeting at the DAFD station to meet with the Dexter Firefighters Association. We talked about the progress of the Regional Fire Committee and answered questions from the fire fighters. It was a good meeting and a good opportunity to share thoughts and discussion in the same room.

October 16, 2012 – Meeting with Washtenaw County Parks (Coy Vaughn and Bob Tetens) – Along with Donna Dettling and Courtney Nicholls, I attended a meeting to review the final cost apportionment for the Westside Connector and Border to Border project that was recently completed. I had previously questioned the draft final pay item document that Allison had been given by the County. Mr. Vaughn and Mr. Tetens revisited the final pay item document and presented a revised Village cost of approximately \$128,000 (down from the previous estimate of \$169,000). The \$128,000 cost is a piece of the funding swap that Council approved in April 2011 when we agreed to let the County use \$458,000 of our non-motorized trail funds for their project in return for the County's reimbursement of the same amount on Village projects related to the Border to Border Trail (Mill Creek Park and Stairway to Alpine Street). As the Mill Creek park project wraps up, the Village will be requesting reimbursement of the remaining \$330,000 from the County as identified in the April 2011 agreement. The \$330,000 will be returned to the Village's General Fund reserves.

October 16, 2012 – I attended and participated in a pre-application meeting to a preliminary area plan for the Oxford Properties (old Dexter Crossing commercial center). The applicant presented an area plan with a new outlot configuration for one large building and some open space at the corner of Dan Hoey and Dexter Ann Arbor Road.

Future Activities

October 18, 2012 – Village of Dexter Downtown Development Authority meeting

October 22, 2012 – Village Council Meeting

October 23, 2012 – Economic Development Council meeting – this is an annual meeting of the EDC Board to approve minutes, and appoint leadership for the 2013 calendar year.

October 24, 2012 – I have been invited to participate in a Chamber Organized "Meet the Candidate" night.

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

DE: Dexter

EXP CHECK RUN DATES 10/17/2012 - 10/17/2012

JOURNALIZED OPEN AND PAID

BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. A & B RADIATOR	528.00		
2. ABSOLUTE COMPUTER SERVICES	90.00		
3. ABSOLUTE TITLE COMPANY	78,819.62		
4. ALLIED EAGLE SUPPLY CO	159.47		
5. ARBOR CARE TREE SURGEONS	365.00		
6. ARBOR DAY FOUNDATION	15.00		
7. AT&T	381.23		
8. BELL EQUIPMENT CO	18.75		
9. BRIDGEWATER TIRE COMPANY, INC.	332.44		
10. CARLISLE-WORTMAN ASSOCIATES	1,075.00		
11. CMR MECHANICAL	774.00		
12. COMCAST - DPW	145.95		
13. CONCORD EXCAVATING & GRADING INC	53,427.87		
14. CORRIGAN OIL COMPANY	1,232.51		
15. DEXTER MILL	136.30		
16. DEXTER PHARMACY	50.48		
17. DIUBLE EQUIPMENT INCORPORATED	275.67		
18. DTE ENERGY	6,287.21		
19. ETNA SUPPLY CO	6,979.65		
20. GERALD CANTER	500.00		
21. GRAINGER	245.95		
22. GRANT'S AUTOMOTIVE & TRUCKING	486.95		
23. HERITAGE NEWSPAPERS	171.00		
24. HODGES CYNTHIA	190.55		
25. JEFF PETERS	22.00		
26. JOHN'S SANITATION	382.13		
27. KLAPPERICH WELDING	387.00		
28. LINCOLN NATIONAL LIFE INS CO	472.40		
29. LORMAN EDUCATION SERVICES	236.90		
30. LOWE'S BUSINESS ACCOUNT	1,176.34		
31. MASTERCRAFT PLUMBING	1,203.99		
32. MICHIGAN ECONOMIC DEVELOPERS	250.00		
33. MLIVE MEDIA GROUP	104.00		
34. MUNICIPAL CODE CORPORATION	550.00		
35. NATIONAL RECREATION AND PARK	150.00		
36. NORFOLK SOUTHERN RAILWAY CO	1,499.35		
37. NORTH CENTRAL LABORATORIES	806.13		
38. ORCHARD, HILTZ & MCCLIMENT INC	33,802.25		
39. PARAGON LABORATORIES INC	70.00		
40. PNC	153.83		
41. RICHARD BROTHERS PAINTING	7,200.00		
42. RICOH AMERICAS CORPORATION	765.00		
43. SCOTT E. MUNZEL, PC	1,336.50		
44. SHULTS EQUIPMENT, INC.	623.48		
45. SMALL BUSINESS ASSOC OF MICH	15,036.37		
46. SOIL AND MATERIALS ENGINEERS	1,808.15		
47. STAPLES BUSINESS ADVANTAGE	744.95		
48. STAT OF MICHIGAN	550.00		
49. TESTING ENGINEERS & CONSULTANT	19,557.50		

EXP CHECK RUN DATES 10/17/2012 - 10/17/2012
JOURNALIZED OPEN AND PAID
BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
50. THOMSON REUTERS	230.00		
51. UTILITIES INSTRUMENTATION SERV	952.00		
52. VARNUM, RIDDERING, SCHMIDT	1,105.60		
53. WASTE MANAGEMENT	39,573.69		
TOTAL ALL CLAIMS	283,438.16		

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER
 EXP CHECK RUN DATES 10/17/2012 ~ 10/17/2012
 JOURNALIZED OPEN AND PAID
 BANK CODE: POOL

User: erin
 DB: Dexter
84

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	PNC	APPLE DAYS, BOX TOWN	10/16/12X	10/17/12	62.33	
			Total For Dept 101.000 VILLAGE COUNCIL			62.33	
Dept 172.000 VILLAGE MANAGER							
101-172.000-721.000	HEALTH & DENTAL INSURANC		SMALL BUSINESS ASSOC	10/16/12	10/17/12	1,620.27	
101-172.000-722.000	LIFE & DISABILITY INSURA		LINCOLN NATIONAL LIFE	10/16/12	10/17/12	129.68	
101-172.000-727.000	OFFICE SUPPLIES		STAPLES BUSINESS ADVA	8023238798	10/17/12	88.84	
101-172.000-955.000	MISCELLANEOUS	PNC	DEED RESEARCH	10/16/12XX	10/17/12	26.40	
			Total For Dept 172.000 VILLAGE MANAGER			1,865.19	
Dept 201.000 FINANCE DEPARTMENT							
101-201.000-802.000	PROFESSIONAL SERVICES	THOMSON REUTERS	PROFESSIONAL SERVICES	10/16/12	10/17/12	230.00	
			Total For Dept 201.000 FINANCE DEPARTMENT			230.00	
Dept 210.000 ATTORNEY							
101-210.000-810.000	ATTORNEY FEES	SCOTT E. MUNZEL, PC	DDA- TUPPER PURCHASE	889	10/17/12	1,336.50	
			Total For Dept 210.000 ATTORNEY			1,336.50	
Dept 215.000 VILLAGE CLERK							
101-215.000-815.000	ORDINANCE CODIFICATION		MUNICIPAL CODE CORPOR	ANNUAL CODE INTERNET FEE	10/17/12	550.00	
101-215.000-901.000	PRINTING & PUBLISHING		HERITAGE NEWSPAPERS	LEGALS	10/16/12	76.50	
			Total For Dept 215.000 VILLAGE CLERK			626.50	
Dept 253.000 TREASURER							
101-253.000-721.000	HEALTH & DENTAL INSURANC		SMALL BUSINESS ASSOC	10/16/12	10/17/12	1,166.05	
101-253.000-722.000	LIFE & DISABILITY INSURA		LINCOLN NATIONAL LIFE	10/16/12	10/17/12	35.76	
101-253.000-727.000	OFFICE SUPPLIES		STAPLES BUSINESS ADVA	8023238798	10/17/12	85.58	
			Total For Dept 253.000 TREASURER			1,287.39	
Dept 265.000 BUILDINGS & GROUNDS							
101-265.000-727.000	OFFICE SUPPLIES		STAPLES BUSINESS ADVA	8023238798	10/17/12	236.11	
101-265.000-920.000	UTILITIES		DTE ENERGY	10/16/12	10/17/12	743.73	
101-265.000-920.001			AT&T	424 1790	10/17/12	381.23	
101-265.000-936.000			RICOH AMERICAS CORPOR	LEASE	10/17/12	765.00	
			Total For Dept 265.000 BUILDINGS & GROUNDS			2,126.07	
Dept 285.000 VILLAGE TREE PROGRAM							
101-285.000-803.000	CONTRACTED SERVICES		ARBOR CARE TREE SURGE	10/16/12	10/17/12	365.00	
101-285.000-803.000	CONTRACTED SERVICES		ARBOR DAY FOUNDATION	MEMBERSHIP	10/16/12	15.00	
			Total For Dept 285.000 VILLAGE TREE PROGRAM			380.00	
Dept 400.000 PLANNING DEPARTMENT							
101-400.000-721.000	HEALTH & DENTAL INSURANC		SMALL BUSINESS ASSOC	10/16/12	10/17/12	1,166.05	
101-400.000-722.000	LIFE & DISABILITY INSURA		LINCOLN NATIONAL LIFE	10/16/12	10/17/12	34.94	
101-400.000-727.000	OFFICE SUPPLIES		STAPLES BUSINESS ADVA	8023238798	10/17/12	21.59	
101-400.000-802.000	PROFESSIONAL SERVICES		ABSOLUTE COMPUTER SER	ALLISON	10/17/12	90.00	
101-400.000-802.000	PROFESSIONAL SERVICES		CARLISLE-WORTMAN ASSO	PLANNING	10/17/12	160.00	
101-400.000-802.000	PROFESSIONAL SERVICES		CARLISLE-WORTMAN ASSO	21210-134	10/17/12	915.00	
101-400.000-901.000	PRINTING & PUBLISHING		HERITAGE NEWSPAPERS	LEGALS	10/16/12X	31.50	
			Total For Dept 400.000 PLANNING DEPARTMENT			2,419.08	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 101 GENERAL FUND						
Dept 410.000 ZONING BOARD OF APPEALS						
101-410.000-901.000	PRINTING & PUBLISHING	HERITAGE NEWSPAPERS	LEGALS	10/16/12X	10/17/12	63.00
			Total For Dept 410.000 ZONING BOARD OF APPEALS			63.00
Dept 441.000 DEPARTMENT OF PUBLIC WORKS						
101-441.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	10/17/12	1,590.49
101-441.000-722.000	LIFE & DISABILITY INSURA	LINCOLN NATIONAL LIFE	LIFE INSURANCE	10/16/12	10/17/12	36.63
101-441.000-740.000	OPERATING SUPPLIES	STAPLES BUSINESS ADVA	SUPPLIES	8023238798	10/17/12	145.14
101-441.000-751.000		CORRIGAN OIL COMPANY	DPW	5691605	10/17/12	380.72
101-441.000-920.000		COMCAST - DPW	DPW	10/16/12	10/17/12	145.95
101-441.000-920.000	UTILITIES	DTE ENERGY	SEPT INVOICES	10/16/12	10/17/12	938.00
101-441.000-935.000	BUILDING MAINTENANCE & R	CMR MECHANICAL	MAINTENANCE	9064	10/17/12	590.00
101-441.000-957.000	MISCELLANEOUS FEES	STAT OF MICHIGAN	INSPECTION # A2851-315385153	10/16/12	10/17/12	275.00
			Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK			4,101.93
Dept 442.000 DOWNTOWN PUBLIC WORKS						
101-442.000-730.000	FARMERS MARKET SUPPLIES	HODGES CYNTHIA	FARMERS MARKET	10/16/12	10/17/12	190.55
101-442.000-730.000	FARMERS MARKET SUPPLIES	JEFF PETERS	FARMERS MARKET	10/16/12	10/17/12	22.00
101-442.000-730.000	FARMERS MARKET SUPPLIES	MLIVE MEDIA GROUP	FARMERS MARKET	10/16/12	10/17/12	104.00
101-442.000-920.000	UTILITIES	DTE ENERGY	SEPT INVOICES	10/16/12	10/17/12	543.48
			Total For Dept 442.000 DOWNTOWN PUBLIC WORKS			860.03
Dept 447.000 ENGINEERING						
101-447.000-830.000	ENGINEERING CONSULTING	ORCHARD, HILTZ & MCCL	INVOICES THRU SEPT 2, 2012	10/16/12	10/17/12	206.00
			Total For Dept 447.000 ENGINEERING			206.00
Dept 528.000 SOLID WASTE						
101-528.000-805.000		WASTE MANAGEMENT	RESIDENTIAL	7227568	10/17/12	19,752.76
101-528.000-805.000		WASTE MANAGEMENT	COMMERCIAL	7226144	10/17/12	19,820.93
			Total For Dept 528.000 SOLID WASTE			39,573.69
Dept 728.000 ECONOMIC DEVELOPMENT						
101-728.000-901.000	PRINTING & PUBLISHING	MICHIGAN ECONOMIC DEV	PARK PROGRAM RENEWAL	8138	10/17/12	250.00
			Total For Dept 728.000 ECONOMIC DEVELOPMENT			250.00
Dept 751.000 PARKS & RECREATION						
101-751.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	10/17/12	256.53
101-751.000-722.000	LIFE & DISABILITY INSURA	LINCOLN NATIONAL LIFE	LIFE INSURANCE	10/16/12	10/17/12	5.91
101-751.000-732.000	ICE RINK SUPPLIES	MASTERCRAFT PLUMBING	MONUMENT PARK	14321	10/17/12	1,203.99
101-751.000-803.000	CONTRACTED SERVICES	RICHARD BROTHERS PAIN	RETAINER WALL	18464	10/17/12	7,200.00
101-751.000-937.000	EQUIPMENT MAINTENANCE &	DEXTER MILL	LAWN SEED	019789	10/17/12	108.40
101-751.000-937.000	EQUIPMENT MAINTENANCE &	LOWE'S BUSINESS ACCOU	LUMBER SCOUT PROJECT	10/16/12	10/17/12	1,093.18
101-751.000-944.000	PORTABLE TOILET RENTAL	JOHN'S SANITATION	PARKS	34442X	10/17/12	382.13
101-751.000-955.000	MISCELLANEOUS	NATIONAL RECREATION A	MEMBERSHIP	10/16/12	10/17/12	150.00
			Total For Dept 751.000 PARKS & RECREATION			10,400.14
Dept 851.000 INSURANCE & BONDS						
101-851.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	10/17/12	556.82
			Total For Dept 851.000 INSURANCE & BONDS			556.82
			Total For Fund 101 GENERAL FUND			66,344.67

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 202 MAJOR STREETS FUND							
Dept 445.000 STORMWATER							
202-445.000-960.000	EDUCATION & TRAINING	LORMAN EDUCATION SERV	STORM WATER POLLUTION PREVENTION	3197801	10/17/12	118.45	
			Total For Dept 445.000 STORMWATER			118.45	
Dept 451.000 CONTRACTED ROAD CONSTRUCTION							
202-451.000-974.000	CIP CAPITAL IMPROVEMENTS	NORFOLK SOUTHERN RAIL	CENTRAL ST	90045590	10/17/12	1,499.35	
202-451.000-974.009	CENTRAL STREET PROJECT	CONCORD EXCAVATING & ESTIMATE #3		10/16/12	10/17/12	53,427.87	
202-451.000-974.009	CENTRAL STREET PROJECT	ORCHARD, HILTZ & MCCL	INVOICES THRU SEPT 2, 2012	10/16/12	10/17/12	17,851.75	
202-451.000-974.009	CENTRAL STREET PROJECT	SOIL AND MATERIALS EN	CENTRAL STREET	37901	10/17/12	1,808.15	
202-451.000-974.009	CENTRAL STREET PROJECT	TESTING ENGINEERS & C	CENTRAL ST	123878	10/17/12	5,736.25	
202-451.000-974.010	MAIN STREET RESURFACING	TESTING ENGINEERS & C	MAIN ST RESURFACING	123174	10/17/12	5,449.75	
			Total For Dept 451.000 CONTRACTED ROAD CONSTRUCT			85,773.12	
Dept 463.000 ROUTINE MAINTENANCE							
202-463.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	10/17/12	1,333.96	
202-463.000-722.000	LIFE & DISABILITY INSURA	LINCOLN NATIONAL LIFE	LIFE INSURANCE	10/16/12	10/17/12	30.72	
202-463.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	INVOICES THRU SEPT 2, 2012	10/16/12	10/17/12	231.75	
			Total For Dept 463.000 ROUTINE MAINTENANCE			1,596.43	
Dept 474.000 TRAFFIC SERVICES							
202-474.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	10/17/12	410.45	
202-474.000-722.000	LIFE & DISABILITY INSURA	LINCOLN NATIONAL LIFE	LIFE INSURANCE	10/16/12	10/17/12	9.45	
			Total For Dept 474.000 TRAFFIC SERVICES			419.90	
Dept 478.000 WINTER MAINTENANCE							
202-478.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	10/17/12	820.90	
202-478.000-722.000	LIFE & DISABILITY INSURA	LINCOLN NATIONAL LIFE	LIFE INSURANCE	10/16/12	10/17/12	23.64	
			Total For Dept 478.000 WINTER MAINTENANCE			844.54	
Fund 203 LOCAL STREETS FUND							
Dept 445.000 STORMWATER							
203-445.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	INVOICES THRU SEPT 2, 2012	10/16/12	10/17/12	572.25	
203-445.000-960.000	EDUCATION & TRAINING	LORMAN EDUCATION SERV	STORM WATER POLLUTION PREVENTION	3197801	10/17/12	118.45	
			Total For Dept 445.000 STORMWATER			690.70	
Dept 451.000 CONTRACTED ROAD CONSTRUCTION							
203-451.000-932.000	SIDEWALKS	ORCHARD, HILTZ & MCCL	INVOICES THRU SEPT 2, 2012	10/16/12	10/17/12	154.50	
			Total For Dept 451.000 CONTRACTED ROAD CONSTRUCT			154.50	
Dept 463.000 ROUTINE MAINTENANCE							
203-463.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	10/17/12	410.45	
203-463.000-722.000	LIFE & DISABILITY INSURA	LINCOLN NATIONAL LIFE	LIFE INSURANCE	10/16/12	10/17/12	9.45	
			Total For Dept 463.000 ROUTINE MAINTENANCE			419.90	
Dept 474.000 TRAFFIC SERVICES							
203-474.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	10/17/12	102.61	
203-474.000-722.000	LIFE & DISABILITY INSURA	LINCOLN NATIONAL LIFE	LIFE INSURANCE	10/16/12	10/17/12	2.36	
			Total For Dept 474.000 TRAFFIC SERVICES			104.97	

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Fund 203 LOCAL STREETS FUND							
Dept 478.000 WINTER MAINTENANCE						205.22	
203-478.000-721.000 HEALTH & DENTAL INSURANC		SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	10/17/12	205.22	
			Total For Dept 478.000 WINTER MAINTENANCE			205.22	
			Total For Fund 203 LOCAL STREETS FUND			1,575.29	
Fund 204 MUNICIPAL STREETS							
Dept 248.000 ADMINISTRATION						603.60	
204-248.000-721.001 RETIREE HEALTH INSURANCE		SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	10/17/12	603.60	
			Total For Dept 248.000 ADMINISTRATION			603.60	
			Total For Fund 204 MUNICIPAL STREETS			603.60	
Fund 402 EQUIPMENT REPLACEMENT FUND							
Dept 441.000 DEPARTMENT OF PUBLIC WORKS						528.00	
402-441.000-939.000 VEHICLE MAINTENANCE & RE		A & B RADIATOR	NEW RADIATOR CORE	20232	10/17/12	528.00	
402-441.000-939.000 VEHICLE MAINTENANCE & RE		BELL EQUIPMENT CO	SUPPLIES	0088311	10/17/12	18.75	
402-441.000-939.000 VEHICLE MAINTENANCE & RE		BRIDGEWATER TIRE COMP	TIRES	61216	10/17/12	332.44	
402-441.000-939.000 VEHICLE MAINTENANCE & RE		DIUBLE EQUIPMENT INCO	SUPPLIES	2925	10/17/12	275.67	
402-441.000-939.000 VEHICLE MAINTENANCE & RE		SHULTS EQUIPMENT, INC	MAINTENANCE	0029639	10/17/12	623.48	
			Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK			1,778.34	
			Total For Fund 402 EQUIPMENT REPLACEMENT FUND			1,778.34	
Fund 404 DWRP PROJECT FUND							
Dept 906.000 WATER PROJECT PHASE 2						8,371.50	
404-906.000-830.000 ENGINEERING CONSULTING		TESTING ENGINEERS & C	DWRP WATER MAIN IMPROVEMENTS	10/16/12	10/17/12	8,371.50	
			Total For Dept 906.000 WATER PROJECT PHASE 2			8,371.50	
			Total For Fund 404 DWRP PROJECT FUND			8,371.50	
Fund 590 SEWER ENTERPRISE FUND							
Dept 248.000 ADMINISTRATION						1,105.60	
590-248.000-811.000 ATTORNEY FEES - MISCELLA		VARNUM, RIDDERING, SC	LEGAL SERVICES	882421	10/17/12	1,105.60	
			Total For Dept 248.000 ADMINISTRATION			1,105.60	
Dept 548.000 SEWER UTILITIES DEPARTMENT						2,157.19	
590-548.000-721.000 HEALTH & DENTAL INSURANC		SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	10/17/12	2,157.19	
590-548.000-721.001 RETIREE HEALTH INSURANCE		SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	10/17/12	1,247.93	
590-548.000-722.000 LIFE & DISABILITY INSURA		LINCOLN NATIONAL LIFE	LIFE INSURANCE	10/16/12	10/17/12	92.32	
590-548.000-740.000 OPERATING SUPPLIES		GRAINGER	OPERATING SUPPLIES	9927379785	10/17/12	198.81	
590-548.000-740.000 OPERATING SUPPLIES		GRAINGER	OPERATING SUPPLIES	9927379793	10/17/12	47.14	
590-548.000-740.000 OPERATING SUPPLIES		LOWE'S BUSINESS ACCOU	SUPPLIES	14283	10/17/12	83.16	
590-548.000-740.000 OPERATING SUPPLIES		STAPLES BUSINESS ADVA	SUPPLIES	8023238798	10/17/12	83.85	
590-548.000-743.000 UNIFORM ALLOWANCE		NORTH CENTRAL LABORAT	SUPPLIES	311153	10/17/12	229.87	
590-548.000-743.000 UNIFORM ALLOWANCE		NORTH CENTRAL LABORAT	SUPPLIES	311154	10/17/12	116.28	
590-548.000-751.000 PROFESSIONAL SERVICES		DEXTER MILL	CLOTHING	19856	10/17/12	27.90	
590-548.000-802.000 PROFESSIONAL SERVICES		CORRIGAN OIL COMPANY	WWTP	5691606	10/17/12	851.79	
590-548.000-802.000 PROFESSIONAL SERVICES		ORCHARD, HILTZ & MCCL	INVOICES THRU SEPT 2, 2012	10/16/12	10/17/12	51.50	
590-548.000-824.000 TESTING & ANALYSIS		UTILITIES INSTRUMENTA	WWTP	530340071	10/17/12	595.00	
590-548.000-824.000 TESTING & ANALYSIS		DEXTER PHARMACY	SHIPPING	11061171	10/17/12	50.48	
590-548.000-824.000 TESTING & ANALYSIS		PNC	EXPRESS MAIL	10/16/12	10/17/12	65.10	

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Fund 590 SEWER ENTERPRISE FUND							
Dept 548.000	SEWER UTILITIES DEPARTMENT						
590-548.000-920.000	UTILITIES						
590-548.000-935.000	BUILDING MAINTENANCE & R	DTE ENERGY	SEPT INVOICES	10/16/12	110.00		
590-548.000-935.000	BUILDING MAINTENANCE & R	ALLIED EAGLE SUPPLY C		10/17/12	79.97		
590-548.000-937.000	EQUIPMENT MAINTENANCE &	CMR MECHANICAL	BOILER MAKER	10/17/12	184.00		
590-548.000-937.000	EQUIPMENT MAINTENANCE &	KLAPPERICH WELDING	MAINTENANCE	10/17/12	42.00		
590-548.000-939.000	VEHICLE MAINTENANCE & RE	GRANT'S AUTOMOTIVE &	GRIT LIFT	10/17/12	345.00		
590-548.000-955.000	MISCELLANEOUS	STAT OF MICHIGAN	MAINTENANCE	10/17/12	243.95		
			INSPECTION # A2851-315385153	10/16/12	275.00		
Total For Dept 548.000 SEWER UTILITIES DEPARTMENT					7,178.24		
Dept 901.000 CAPITAL IMPROVEMENTS							
901-901.000-974.000	CIP CAPITAL IMPROVEMENTS	ORCHARD, HILTZ & MCCL	INVOICES THRU SEPT 2, 2012	10/16/12	407.50		
901-901.000-975.011	PROPERTY ACQUISITION	ABSOLUTE TITLE COMPAN	8258 HURON ST	10/16/12	78,819.62		
901-901.000-975.011	PROPERTY ACQUISITION	GERALD CANTER	EARNEST MONEY	12/16/12	500.00		
Total For Dept 901.000 CAPITAL IMPROVEMENTS					79,727.12		
Total For Fund 590 SEWER ENTERPRISE FUND					88,010.96		
Fund 591 WATER ENTERPRISE FUND							
Dept 556.000	WATER UTILITIES DEPARTMENT						
591-556.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	874.55		
591-556.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	COVERAGE NOVEMBER 2012	10/16/12	513.30		
591-556.000-722.000	LIFE & DISABILITY INSURA	LINCOLN NATIONAL LIFE	LIFE INSURANCE	10/16/12	61.54		
591-556.000-740.000	OPERATING SUPPLIES	STAPLES BUSINESS ADVA	SUPPLIES	10/17/12	83.84		
591-556.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	INVOICES THRU SEPT 2, 2012	10/16/12	283.25		
591-556.000-802.000	PROFESSIONAL SERVICES	UTILITIES INSTRUMENTA	WWTP	10/16/12	530340072		
591-556.000-824.000	TESTING & ANALYSIS	NORTH CENTRAL LABORAT	SUPPLIES	10/17/12	310747		
591-556.000-824.000	TESTING & ANALYSIS	NORTH CENTRAL LABORAT	SUPPLIES	10/17/12	310825		
591-556.000-824.000	TESTING & ANALYSIS	PARAGON LABORATORIES	TESTING	10/17/12	72489		
591-556.000-824.000	TESTING & ANALYSIS	PARAGON LABORATORIES	TESTING	10/17/12	72516		
591-556.000-920.000	UTILITIES	DTE ENERGY	SEPT INVOICES	10/16/12	30.00		
591-556.000-935.000	BUILDING MAINTENANCE & R	ALLIED EAGLE SUPPLY C		10/17/12	3,952.00		
591-556.000-939.000	VEHICLE MAINTENANCE & RE	GRANT'S AUTOMOTIVE &	MAINTENANCE	10/17/12	79.50		
591-556.000-977.000	EQUIPMENT	ETNA SUPPLY CO	WWTP	10/17/12	243.00		
591-556.000-977.000	EQUIPMENT	ETNA SUPPLY CO	WWTP	10/17/12	1,070.00		
591-556.000-977.000	EQUIPMENT	ETNA SUPPLY CO	WWTP	10/17/12	1,000.00		
591-556.000-977.000	EQUIPMENT	ETNA SUPPLY CO	WWTP	10/17/12	1,170.00		
591-556.000-977.000	EQUIPMENT	ETNA SUPPLY CO	WWTP	10/17/12	1,170.00		
Total For Dept 556.000 WATER UTILITIES DEPARTMENT					11,054.11		
Total For Fund 591 WATER ENTERPRISE FUND					11,054.11		
Fund 701 TRUST & AGENCY FUND							
Dept 000.000	ASSETS, LIABILITIES & REVENUE						
701-000.000-254.000-D	SITE PLAN REVIEW DEPOSIT	ORCHARD, HILTZ & MCCL	INVOICES THRU SEPT 2, 2012	10/16/12	60.00		
701-000.000-254.000-D	SITE PLAN REVIEW DEPOSIT	ORCHARD, HILTZ & MCCL	INVOICES THRU SEPT 2, 2012	10/16/12	12,906.50		
701-000.000-254.000-K	SITE PLAN REVIEW DEPOSIT	ORCHARD, HILTZ & MCCL	INVOICES THRU SEPT 2, 2012	10/16/12	40.00		
701-000.000-254.000-L	SITE PLAN REVIEW DEPOSIT	ORCHARD, HILTZ & MCCL	INVOICES THRU SEPT 2, 2012	10/16/12	977.25		
701-000.000-254.000-U	SITE PLAN REVIEW DEPOSIT	ORCHARD, HILTZ & MCCL	INVOICES THRU SEPT 2, 2012	10/16/12	60.00		
701-000.000-255.000	CUSTOMER DEPOSIT	ETNA SUPPLY CO	NORTHERN UNITED BREWERY	10/17/12	2,903.50		
Total For Dept 000.000 ASSETS, LIABILITIES & REV					16,947.25		

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Fund 701 TRUST & AGENCY FUND

Total For Fund 701 TRUST & AGENCY FUND						<u>16,947.25</u>
Fund Totals:						
			Fund 101 GENERAL FUND			66,344.67
			Fund 202 MAJOR STREETS FUND			88,752.44
			Fund 203 LOCAL STREETS FUND			1,575.29
			Fund 204 MUNICIPAL STREETS			603.60
			Fund 402 EQUIPMENT REPLACEMENT FUND			1,778.34
			Fund 404 DWRP PROJECT FUND			8,371.50
			Fund 590 SEWER ENTERPRISE FUND			88,010.96
			Fund 591 WATER ENTERPRISE FUND			11,054.11
			Fund 701 TRUST & AGENCY FUND			16,947.25
Total For All Funds:						<u>283,438.16</u>

ECONOMIC DEVELOPMENT CORPORATION

Board of Directors Roster 2013 DRAFT

Council action to reappoint Donna Dettling to the EDC for a one-year term ending December 31, 2013.

Council action to reappoint Shawn Keough to the EDC for a two-year term ending December 31, 2014.

Term Ending **12-31-2012**
Donna Dettling

Term Ending **12-31-12**
Shawn Keough

As the following terms end, reappointments will be for 6-year terms per the EDC Act 338 of 1974, a copy of the Act is attached.

Term Ending **12-31-2013**
Fred Schmid

Term Ending **12-31-2014**
Rob Toth

Term Ending **12-31-2015**
Mary Marshall

Term Ending **12-31-2016**
Matt LaFontaine
Jim Carson
Dan O'Haver
Tom Covert

ECONOMIC DEVELOPMENT CORPORATIONS ACT (EXCERPT)
Act 338 of 1974

125.1604 Economic development corporation; incorporation; application; notice; hearing; approval; board of directors; appointment, qualifications, terms, and compensation of directors; public meetings; directors as public officers; vacancy; removal; disclosure of interest; planning commission of certain municipalities serving as board of directors.

Sec. 4. (1) Application, in writing, may be made by a group of 3 or more persons to the governing body for permission to incorporate the economic development corporation for the municipality. Application shall include proposed articles of incorporation. The governing body shall give public notice of the application, and after public hearing, with notice of the hearing given in accordance with section 17(1), may approve the application. As a part of the approval, the governing body may make such amendments to the proposed articles of incorporation as it considers appropriate.

(2) The board of directors of the corporation shall consist of not less than 9 persons, not more than 3 of whom shall be an officer or employee of the municipality. The chief executive officer and any member of the governing body of the municipality may serve on the board of directors. These directors shall be appointed for terms of 6 years, (except) of the directors first appointed, 4 shall be appointed for 6 years, 1 for 5 years, 1 for 4 years, 1 for 3 years, 1 for 2 years, and 1 for 1 year. The corporation shall notify the chief executive officer of the municipality in writing upon the corporation's designation of the project area as provided in section 8(1), and there shall be appointed promptly after that notice 2 additional directors of the corporation who shall serve only in respect to that project and shall be representative of neighborhood residents and business interests likely to be affected by the project proposed by the corporation and who shall cease to serve when the project for which they are appointed is either abandoned or, if undertaken, is completed in accordance with the project plan. Directors shall serve without salary, but may be reimbursed their actual expenses incurred in the performance of their official duties, and may receive a per diem of not more than \$50.00. The meetings of the board of directors shall be public. Directors shall be public officers.

(3) The chief executive officer of a municipality, with the advice and consent of the governing body, or in the case of a county where there is not an elected chief executive officer, the chairperson of the county board of commissioners, with the advice and consent of the county board of commissioners, shall appoint the members of the board of directors.

(4) Subsequent directors shall be appointed in the same manner as original appointments at the expiration of each director's term of office.

(5) A director whose term of office has expired shall continue to hold office until the director's successor has been appointed with the advice and consent of the governing body. A director may be reappointed with the advice and consent of the governing body to serve additional terms. If a vacancy is created by death or resignation or removal by operation of law, a successor shall be appointed with the advice and consent of the governing body within 30 days to hold office for the remainder of the term of the vacated office.

(6) A director may be removed from office for cause by a majority vote of the governing body.

(7) A director who has a direct interest in any matter before the corporation shall disclose the director's interest before the corporation takes any action with respect to the matter, which disclosure shall become a part of the record of the corporation's official proceedings and the interested director shall further refrain from participation in the corporation's proceedings relating to the matter.

(8) By ordinance, the governing body of a municipality that has a population of less than 5,000 may have the municipality's planning commission created pursuant to Act No. 285 of the Public Acts of 1931, being sections 125.31 to 125.45 of the Michigan Compiled Laws, serve as the board of directors provided for in this section.

History: 1974, Act 338, Imd. Eff. Dec. 18, 1974;—Am. 1976, Act 175, Imd. Eff. June 29, 1976;—Am. 1978, Act 467, Imd. Eff. Oct. 16, 1978;—Am. 1980, Act 501, Imd. Eff. Jan. 22, 1981;—Am. 1987, Act 67, Imd. Eff. June 25, 1987.

Compiler's note: Section 2 of Act 501 of 1980 provides: "This amendatory act shall not take effect in a city with a population of greater than 750,000 persons until a subsidiary corporation described under section 6a has been created by the corporation of that city. In addition, any project for which a corporation has designated the project area at the time this amendatory act takes effect shall be exempt from the requirement of payment of the prevailing wage and fringe benefit rates described in section 8(4)(h)."

Act 86 of 1984 amended enacting section 2 of Act No. 501 of 1980 to read as follows: "Section 2. Except for the issuance of bonds and entry into loan agreements by a corporation to refund bonds issued before January 21, 1981, under Act No. 62 of the Public Acts of 1963, being sections 125.1251 to 125.1267 of the Michigan Compiled Laws, this amendatory act shall not take effect in a city with a population of greater than 750,000 persons until a subsidiary corporation described under section 6a has been created by the corporation of that city. In addition, any project for which a corporation has designated the project area at the time this amendatory act takes effect shall be exempt from the requirement of payment of the prevailing wage and fringe benefit rates described in section 8(4)(h)."

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council
From: Courtney Nicholls, Assistant Village Manager
Date: October 15, 2012
Re: Northern United Brewing

Northern United Brewing Company located at 2319 Bishop Circle East has submitted an Industrial Facilities Tax Exemption request for a 50% tax abatement on approximately \$1,572,762 in real property and \$1,620,000 in new personal property improvements at their facility. The project is a rehabilitation of an existing vacant building to become a brewery, distillery and winery. The annual value of the abatement is approximately \$5,330 in real property and \$5,490 in personal property in Village taxes and approximately in \$21,633 real property and \$22,282 in personal property from other entities including Scio Township, Dexter District Library, Dexter Community Schools, Washtenaw County, Washtenaw County Intermediate School District and Washtenaw Community College. The project is expected to create 20 new jobs.

Based on the evaluation form Northern United qualifies for an abatement of 6 years on real property and 7 years on personal property. The points for length of time in the community were given based on the length of Jolly Pumpkin's stay in the community. Technically Northern United became the parent company of Jolly Pumpkin in October 2009, however without Jolly Pumpkin's connection to Dexter it is unlikely Northern United would be making this investment.

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

The goal of the Village's Industrial Facilities tax abatement program is to encourage new companies to invest in our community and to assist our existing companies as they continue to invest in their businesses. The amount of temporary tax relief that a business is eligible for is based on the value of their investment in the community as determined by the Village's abatement evaluation criteria. By granting the abatement, the Village helps relieve the tax burden created by the company's financial investment. The Village benefits by receiving 50% of the tax revenue that we wouldn't otherwise have received if the company had not made the investment. In the case of Northern United the additional revenue is \$5,330 in real property and \$5,490 in personal property, which will be increased to \$10,660 and \$10,980 after the abatements expire. This is calculated as the taxable value (half of the value of the improvements - \$786,381 in real property and \$810,000 in personal property) divided by \$1,000 and multiplied by half the Village millage rate (6.7781). The Village also benefits from the jobs that are brought to and retained in the community.

Please set the public hearing on the request from Northern United Brewing for November 26, 2012.

Application for Industrial Facilities Tax Exemption Certificate

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

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

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Caral J. Jones</i>	Date received by Local Unit <i>October 9, 2012</i>
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Northern United Brewing Company	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 37212	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 2319 Bishop Circle East, Dexter, Michigan 48130	1d. City/Township/Village (indicate which) Village of Dexter	1e. County Washtenaw
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))	3a. School District where facility is located Dexter Community Schools	3b. School Code 81050
4. Amount of years requested for exemption (1-12 Years)		

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

Will rehab existing vacant building . New mechanicals and plumbing for a brewery distillery and winery. Equipment list attached

6a. Cost of land and building improvements (excluding cost of land)	▶ \$1,572,762.00
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	
6b. Cost of machinery, equipment, furniture and fixtures	▶ \$1,620,000.00
* Attach itemized listing with month, day and year of beginning of installation, plus total	
6c. Total Project Costs	▶ \$3,192,762.00
* Round Costs to Nearest Dollar	

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

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>	
Real Property Improvements ▶	8/10/12	8/1/14	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	8/10/12	8/1/14	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

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

9. No. of existing jobs at this facility that will be retained as a result of this project. **0** 10. No. of new jobs at this facility expected to create within 2 years of completion. **20**

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

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____

12a. Check the type of District the facility is located in:

Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit)

May 26, 1987

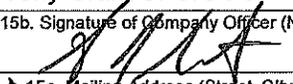
12c. Is this application for a speculative building (Sec. 3(8))?

Yes No

APPLICANT CERTIFICATION - complete all boxes.

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

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

13a. Preparer Name Valerie Christofferson	13b. Telephone Number (734) 527-9141	13c. Fax Number (734) 623-8289	13d. E-mail Address Valerie@annarborusa.org
14a. Name of Contact Person Tony Grant	14b. Telephone Number (734) 276-1910	14c. Fax Number (734) 661-4720	14d. E-mail Address tony@nubco.net
▶ 15a. Name of Company Officer (No Authorized Agents) Tony Grant CFO/COO			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number (734) 661-4720	15d. Date 9/24/12
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 2319 Bishop Circle East, Dexter Mi 48130		15f. Telephone Number (734) 276-1910	15g. E-mail Address tony@nubco.net

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

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

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

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

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

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

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

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

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

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

Equipment Purchases Breakdown

FF&E	Description	Quantity	Price	Total Price	Installation Start
Office	Furniture / Equip Stations	20	\$5,000	\$100,000	11/01/12
Bottlers	GAI gravity	1	206,000	206,000	08/10/12
	GAI counter pressure	1	344,000	344,000	06/01/13
	BKM Nagema	1	200,000	200,000	08/10/12
Labellers	ENO5	2	20,000	40,000	08/10/12
Keggers	KH5	1	52,000	52,000	08/10/12
	Premier	1	20,000	20,000	08/10/12
Bright Tank	Craftwerk	4	27,000	108,000	08/10/12
		3	27,000	81,000	06/01/13
Fermentation Vessels	CW open 60 bbl	2	22,500	45,000	08/10/12
	CW open 60 bbl	2	22,500	45,000	06/01/13
	CW CCV 60 bbl	1	30,500	30,500	08/10/12
	CW CCV 60 bbl	1	30,500	30,500	06/01/13
Mash / Louder Ton	Craftwerk	1	35,000	35,000	02/01/13
Whirlpool	Craftwerk	1	25,000	25,000	02/01/13
Maturation Vessels	Craftwerk	3	25,000	75,000	06/01/13
Silos	Topline Equip	1	19,000	19,000	08/10/12
Mill	Topline Equip	1	6,000	6,000	08/10/12
Scale / Grain Handling	Topline Equip	1	48,000	48,000	08/10/12
Steam Generator	Botting / Kegging Clean	1	42,000	42,000	08/10/12
Coolers		1	44,000	44,000	08/10/12
Sinks Work Tables		3	8,000	24,000	08/10/12
Total for new machinery and equipment				\$1,620,000	

CONSTRUCTION BREAKDOWN

Sitework	\$27,100.00
Structural	\$571,417.00
Electrical	\$122,550.00
Mechanical	\$851,694.59
Total Construction	\$1,572,761.59
TOTAL PROJECT COSTS	\$3,192,761.59

Northern United Brewing

Legal Description

2319 Bishop Circle East

Parcel # HD-08-07-125-025

Description: LOT 25, DEXTER BUS & RES PARK NO. 1 & LOTS 26 THROUGH 29, DEXTER BUS & RES PARK NO. 2, PT NE 1/4 SEC 7, & PT NW 1/4 SEC 8, T2S-R5E, 11.61 AC

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

Company:

SECTION 1. REAL PROPERTY INVESTMENT

A. Real Property

1 Land

If the land was purchased from the Village at a discount
What was the discount per acre? \$ _____

Subtract (1) point for each \$1,000 discount (per acre)
below established price per acre.

(Negative)

2 Building

If the building was purchased from the Village at a discount,
What was the discount? \$ _____

Subtract (1) point for each \$1000 discount below established price

(Negative)

3 Building and Site Improvements

Cost of land improvements:
Cost of building improvements: \$1,572,762
Total \$ _____

Add (1) point for each \$33,000 of the first \$1,000,000 in real property investment.

30.30

(Max 30)

Add (1) point for each \$57,000 of the remaining real property investment.

10.05

(Max 35)

Total Section 1 Points

40.35

(Max 65)

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

Company:

SECTION 2. EMPLOYMENT

A. Jobs

1	Number of Jobs retained	<u>0</u>	X	0.5	=	<u>0.00</u>
						(Max 25)
2	Number of New Jobs	<u>20</u>	X	0.5	=	<u>10.00</u>
						(Max 25)
Total Section 2 Points						<u>10.00</u> (Max 25)

SECTION 3. AESTHETIC & PRACTICAL FEATURES

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

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

Building architecture & site compatibility	<u> </u>
Building exterior construction materials	<u> </u>
Landscaping & screening	<u> </u>
Exterior lighting & identification	<u> </u>
Traffic flow, safety & efficiency	<u> </u>
Total Section 3 Points	
	<u>0.00</u> (Max 10)

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

Company:

SECTION 4. COMMITMENT TO COMMUNITY

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

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

Village	104	Months
Dexter School District	104	Months

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

SECTION 5. COST TO COMMUNITY

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

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

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

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

Total Section 5 Points	0.00
	(Max -100)

Total Application Points	60.35
	(Max 110)

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

SECTION 1. INVESTMENT

A. Personal Property

1	Equipment	Cost of machinery and equipment:	\$1,620,000
		Cost of furniture & fixtures: \$	
		Total: \$	

Add (1) point for each \$20,000 of the first \$1,000,000 in personal property investment.

	50.00
	(Max 50)

Add (1) point for each \$160,000 of the remaining personal property investment.

	3.88
	(Max 25)

	Total Section 1 Points
	53.88
	(Max 75)

SECTION 2. EMPLOYMENT

A. Jobs

1 Number of Jobs retained	<u>0</u>	X	0.5	=	0.00
					(Max 25)

2 Number of New Jobs	<u>20</u>	X	0.5	=	10.00
					(Max 25)

	Total Section 2 Points
	10.00
	(Max 25)

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

SECTION 3. COMMITMENT TO COMMUNITY

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

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

Village 104 Months
Dexter School District 104 Months

A. Time in Community

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

Total Section 3 Points 10.00
(Max 10)

SECTION 4. COST TO COMMUNITY

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

\$

If the cost to community is zero then skip this section.

If there are community costs use the following calculation to determine the number of points to subtract.

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

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

Total Section 4 Points 0.00
(Max -100)

Total Application Points 73.88
(Max 110)

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

YEARS OF TAX ABATEMENT ELIGIBILITY

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

Village of Dexter - Industrial Facilities Tax Exemptions

Real Property - Active

Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
K-Space	2013	\$250,200.00	\$1,695.88
Berry & Associates	2015	\$188,600.00	\$1,278.35
K-Space	2019	\$352,066.00	\$2,386.34
QED	2022	\$379,021.50	\$2,569.05
DAPCO	2024	\$439,590.00	\$2,979.58

Personal Property - Active

Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
DAPCO	2013	\$165,300.00	\$1,120.42
DAPCO	2013	\$330,200.00	\$2,238.13
Berry & Associates	2015	\$39,500.00	\$267.73
K-Space	2019	\$42,877.00	\$290.62
QED	2022	\$52,249.00	\$354.15
DAPCO	2024	\$643,395.00	\$4,361.00

Issued - Not Used as of 2011

Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
Dexter Research	2022	\$520,000.00	\$3,524.61
Dexter Research	2022	\$1,622,000.00	\$10,994.08

Real Property - Expired Over The Past 5 Years

Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
Dexter Fastener	2007	\$819,000.00	\$5,551.26
Ann Arbor Fabrications	2007	\$749,000.00	\$5,076.80
Ann Arbor Fabrications	2008	\$205,000.00	\$1,389.51
Variety Die & Stamping	2009	\$264,000.00	\$1,789.42
Dexter Fastener	2011	\$1,905,300.00	\$12,914.31
Abeltech	2011	\$228,200.00	\$1,546.76

Personal Property - Expired Over The Past 5 Years

Business	Year Expires	Estimated Taxable Value of Property	Estimated Tax Revenue Increase (6.7781 mills)
Dexter Fastener	2007	\$2,510,000.00	\$17,013.03
Dexter Fastener	2007	\$1,388,000.00	\$9,408.00
Protomatic	2007	\$205,000.00	\$1,389.51
Ann Arbor Fabrications	2007	\$10,000.00	\$67.78
Variety Die & Stamping	2009	\$166,000.00	\$1,125.16
DAPCO	2010	\$1,155,000.00	\$7,828.71
Dexter Fastener	2011	\$505,100.00	\$3,423.62
Abeltech	2011	\$3,200.00	\$21.69
Dexter Fastener	2012	\$661,800.00	\$4,485.75
Protomatic	2012	\$91,700.00	\$621.55

Locations of Districts:

Dexter Business and Research Park	Established May 26, 1987
7931 Grand	Established August 14, 1995
7300 Huron River Drive	Established November 23, 2009
Huron Street High Tech-Light Industrial Development District	Established February 13, 2012

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: October 15, 2012
Re: Consideration of: Participation in the Act 196 Regional Transit Authority Board

Over the past year, the Ann Arbor Transportation Authority (AATA) has been working through the process of creating a Countywide Transit Authority. It is now time for the Village to decide whether to participate in this Authority. Below is a summary of the actions that have taken place by both the Village and other parties to get to this point.

The proposed Countywide Authority Board Structure shows the Village, Scio Township and Webster Township sharing one seat on the Board. This combined area is referred to as "North Middle". On August 8, 2012 Village Council held a public hearing and passed the North Middle Interlocal Agreement (document attached), which became effective upon the signatures of all parties on August 18, 2011. This was an interlocal agreement between the Village, Scio Township and Webster Township to appoint a member to the unincorporated Countywide Transit Board. On September 26, 2011 Village Council appointed David Read to be the representative to the unincorporated board (document attached).

In August 2012 a Four Party Agreement between Ann Arbor Transportation Authority, City of Ann Arbor, City of Ypsilanti and the Washtenaw County Board of Commissioners was adopted (document attached). This document was necessary to ensure that the assets of these parties and any current AATA tax levies will be transferred to the new Countywide Transit Board upon its creation.

On October 3, 2012 the Articles of Incorporation for the new board were filed (document attached). The Village received a letter from AATA on October 16, 2012 that modified the opt out period timing. As the letter explains, the 30 day opt out period will not begin until after the Articles of Incorporation take effect, which is 30 day after they are filed. The new 30 day opt out period will begin on or about November 3, 2012.

Also included for your review is a recent e-mail chain with questions that have been generated and forwarded to North Middle Representative David Read.

Attached is a resolution to participate in the new 196 Transit Authority for Council's consideration.

Resolution to Participate in the New 196 Transit Authority in Washtenaw County

- Whereas,** the Ann Arbor Transportation Authority (AATA), with input from thousands of residents, examined the need for public transit services in Washtenaw County and developed a 30-year transit vision for Washtenaw County communities; and
- Whereas,** AATA, in collaboration with local leaders, developed a countywide governance structure that provides representation based on population, charter millage funding and transit assets and has been meeting with district representatives on the "unincorporated" u196 Board since October 2011; and
- Whereas,** the AATA held more than 25 meetings in local transit districts as well as hundreds of meetings with public, business and educational leaders, attended community events across the county, and presented at dozens of local meetings to create a Five-Year Transit Program; and
- Whereas,** the Five-Year Transit Program proposes essential transit services for all community residents, including Dial-A-Ride, Dial-A-Ride PLUS, Express Services, Community Connectors, AirRide, Community Circulators, Park and Ride lots, VanRide, and extensive fixed-route bus improvements; and
- Whereas,** the Five-Year Transit Program services provide communities indispensable transportation options and mobility for all residents, especially seniors, youth and people with disabilities, and ensures communities' quality of life, economic resilience, and job access; and
- Whereas,** the AATA presented the final Five-Year Transit Program throughout the county at nine district advisory committee meetings and at numerous public board and community meetings as requested; and
- Whereas,** on October 2, 2012, the AATA Board, with community representatives from the u196 Board present, passed a resolution asking the Washtenaw County Clerk to file Articles of Incorporation for the new Public Act 196 Transit Authority on October 3, 2012; and
- Whereas,** each community in Washtenaw County has the opportunity at incorporation to choose whether to participate in the new PA 196 Transit Authority, and at subsequent times as outlined in PA 196 of 1986; and
- Whereas,** participating communities will take part in the new PA 196 Transit Authority board representation, receive service, and allow their voters an opportunity to fund an expanded transit service.
- Whereas,** the Village of Dexter has listened to its residents and considered the benefits to and needs of the community;
- Now therefore Be it Resolved,** the Village of Dexter will participate in the new 196 transit authority being formed in Washtenaw County and will allow the Village residents the opportunity to vote in a future millage election to improve transit services in our municipality and participating municipalities in Washtenaw County.

AYES

NAYS:

RESOLUTION DECLARED ADOPTED THIS ____ DAY OF ____, 2012.

Village President – Shawn W. Keough

CERTIFICATION

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

Village Clerk – Carol J. Jones



Ann Arbor Transportation Authority
2700 South Industrial Highway
Ann Arbor, Michigan 48104
734-973-6500 734-973-6338 F
theride.org

October 16, 2012

Dear Community Clerks:

This letter is to update you on the current status of the newly forming countywide transit authority.

On October 3, 2012, the Articles of Incorporation to form the Washtenaw Ride were filed in accordance with Public Act 196 as stated in the official notice sent to your community. The filings took place with the Washtenaw County Clerk's Office, the Michigan Department of Transportation and the Michigan Secretary of State.

On October 3 you also received an email copy of all documents that were mailed to you along with offers to answer last-minute questions at your board and council meetings. This notice contained a deadline of November 2, 2012 to respond to the notice.

A legal question has been raised this week regarding the 30-day withdrawal period. Out of an abundance of caution, it has been decided to provide communities with additional time to make their decision to participate or withdraw from the transit authority. It is likely that this will result in new notices being sent out to all communities on or about November 3, 2012, starting a new 30-day withdraw period.

Every effort will be made to honor official actions taken by your boards and councils up to this point, but if there are further deliberations and a change in outcomes within your community, we will honor those as well.

We regret any inconvenience or confusion this causes your community. We will continue to update you regarding the status of this process. Please contact Deborah Freer (dfreer@theride.org) or (734) 794-1881) with any questions.

Sincerely,

A handwritten signature in black ink that reads "Michael Ford".

Michael Ford
Chief Executive Officer

Courtney Nicholls

From: Keough, Shawn <SKEOUGH@WadeTrim.com>
Sent: Wednesday, October 17, 2012 7:51 AM
To: Donna Dettling; Courtney Nicholls
Subject: FW: Countywide transit questions

Please include this email chain in the packet. It has some questions that have been forwarded regarding Countywide Transit.

Thank you,

Shawn

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

From: Keough, Shawn
Sent: Wednesday, October 17, 2012 7:50 AM
To: 'David Read'
Subject: RE: Countywide transit questions

Thank you David for sharing these questions.

I have another one from Trustee Semifero (Village of Dexter) to pass along, perhaps it has already been answered. As you know the Village participates in two voting districts, one in Webster and one in Scio. Precinct lines are the boundaries referenced in Act 196. Precinct 1 in Scio is all Village residents, so it seems clear that if the Village opts out, all of Scio Precinct 1 could be excluded from having to pay a future mileage. However, Precinct 3 in Webster is combined Village residents and Webster Twp residents. Perhaps I am mixing terms here, but if the Village were to opt out, would the Village residents that are a portion of Webster's Precinct 3 be included in having to pay a mileage if Webster Twp decided to be in because of the mixed voting Precinct?

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

From: David Read [mailto:davidread@bitsoflight.com]
Sent: Tuesday, October 16, 2012 5:50 PM
To: Michael Ford; Deborah Freer
Cc: Spaulding Clark; Keough, Shawn; John Kingsley; Jim Carson
Subject: Re: Countywide transit questions

In addition to the issues below, I have just been made aware of another one:

I have been asked about the validity of the 30-day notices due to the fact that they were issued by the Act 55 Board (AATA) rather than the Act 196 Board. It is postulated that AATA does not have the authority to issue the 30-day notices, that only the 196 Board can do that.

On Oct 16, 2012, at 11:24 AM, David Read <davidread@bitsoflight.com> wrote:

> Michael, Deborah,
>

> Here are some of the questions I'm being asked regarding the Countywide Transit:

>

> 1. When would we see the benefits of membership?

> Benefits include 9 additional WAVE runs along with the necessary additional AATA runs, a circulator in Dexter, Express service from a Dexter transit hub, door-to-door and door-to-fixed-route service available District-wide (as opposed to only in the Dexter school district only as is currently available) as well as District-wide van-pooling. When are these services planned to start?

> 2. Where is the location for the planned Dexter transit hub?

> 3. What changes will be made to the existing WAVE service if Scio Township opts-out?

> - Currently, the WAVE bus come through the Township and makes stops at Scio Farms Estates, Meijers, and several housing complexes along Jackson Road. There are also several locations along Jackson Road where residents can flag-down the WAVE bus. What of this service will remain?

> - Currently, the WAVE bus goes all the way to Wagner Road to meet the AATA #9 bus. The proposed new service would have the #9 bus (or its replacement route) come into the Township to meet the WAVE bus at the Jackson Road and Zeeb Road intersection (Meijers). How will this be affected if the Township opts-out?

> 5. Will the municipalities continue to receive WAVE service if they opt-out?

> 4. Will Scio Township still be required to continue paying for WAVE service if it opts-opt? If so, how much?

> Currently, the Township pays WAVE approximately \$27,000 per year to provide service, via the rural connector, to the housing units along Jackson Road. The current service includes 6 runs a day while the proposed enhancements expands this to 15 runs a day. If the Township opts-out and the WAVE rural connector service is increased to 15 runs (as is proposed), will the WAVE bus continue to provide this service to Scio Township? At what cost?

> 5. How will the 196 Board maintain the current balance between Ann Arbor representatives (7) and those from the out-county districts (8) if out-county directors have to be removed due to lack of participation of the district?

> 6. How will directors be removed or added as districts opt-out or opt-in?

> 7. How will the duties of a removed director be re-allocated among the existing Board members.

> 8. If a municipality opts-in now, how will it be able to get increased service or more fixed-routes in the future?

> 9. Are the benefits of the new service, as proposed for District, worth the required investment (approximately \$1.1m/year or \$5.5m over the 5-year commitment)?

> 10. If Ann Arbor's position regarding the 30-day period turns out to be denied and some municipalities waited until December to opt-out, would they then be considered as being opted-in because they didn't out-out before the expiration of the 30-day period?

>

> David

Please consider the environment before printing this message.

This electronic mail message and any attached files contain information intended for the exclusive use of the individual or entity to whom it is addressed and may contain information that is proprietary, privileged and/or confidential under applicable law. If you are not the intended recipient, please notify the sender by electronic mail or telephone and delete the original message without making any copies; any unauthorized viewing, copying, disclosure or distribution of this information may be subject to legal restriction and penalty.

NORTH MIDDLE INTERLOCAL AGREEMENT

WHEREAS, the Urban Cooperation Act, PA7 of 1967, Extra Session (Act 7), provides that a public agency may enter into interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share to in common and that each might exercise separately; and

WHEREAS, the Village of Dexter and the Townships of Scio and Webster are local government units in the County of Washtenaw under Act 7 of 1967; and

WHEREAS, it is anticipated that a new countywide transit authority will be incorporated under Public Act 196 of 1987 to provide public transit service to all of Washtenaw County; and

WHEREAS, it is anticipated that the Public Act 55 transit authority will be dissolved upon passage of a countywide funding ballot proposal and all assets transferred to the new 196 authority; and

WHEREAS, the new Act 196 Authority board will have 15 seats that are allocated based on charter millage and population providing one at-will seat to the North Middle County Communities; and

WHEREAS, the local communities wish to work cooperatively to select an Act 196 Countywide Transit Authority board; and

WHEREAS, a public hearing was held by each of the communities to approve this resolution;

THEREFORE, the Village of Dexter and the Townships of Scio and Webster agree to select their countywide transit authority board representative and alternate if desired as follows:

1. A Transit Selection Committee shall be created and comprised of one representative each from the Village of Dexter and the Scio and Webster Townships.
2. The Transit Selection Committee shall consider potential representatives and provide a recommendation to the Village Council and the Board of Trustees of Scio and Webster Townships

The recommended countywide transit authority board representative and alternate if desired shall be selected by:

1. One vote per community but it must be unanimous. If it is not unanimous, the three communities shall consider another representative until the selection is unanimous.

The selected board representative is an at-will appointment and may be removed by a majority of the communities. The communities shall use the same process when replacing the board representative whether it is to replace a for-cause removal or at the end of the representative's

term. If the representative is a resident of a community that opts out of the countywide transit authority, the remaining communities may select another representative and the opt out shall be considered a for-cause removal.

Any community that opts out of the countywide transit authority shall be provided no rights or participation in the Transit Selection Committee or countywide transit authority board representative selection nor transit service or included in the county ballot-funding proposal.

Effective Date. The Agreement shall commence upon its approval by the legislative bodies of the Village of Dexter and the Townships of Scio and Webster and duly executed by their authorized representatives and filed with the Washtenaw County Clerk and Secretary of State of the State of Michigan as required by Act 7.

Severability. To the extent that any provisions contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in effect.

The Village of Dexter, the Townships of Scio and Webster, and the AATA by their authorized representatives, have executed this Agreement as indicated on the attached signature page.

The **Village of Dexter Council** approved this agreement. The Council authorized the President to sign this Agreement on the 8th day of Aug, 2011 and the President executed it on the 17th day of August, 2011.

Witnesses

VILLAGE OF DEXTER

Candrey Nelson

Shawn Keough

Shawn Keough, President

The **Scio Township Board** approved this agreement. The Township Board authorized the Supervisor to sign this Agreement on the 9th day of August, 2011 and the Supervisor executed it on the 12th day of August, 2011.

Witnesses

SCIO TOWNSHIP

Nancy G. Healy

Spaulding Clark

Spaulding Clark, Supervisor

The **Webster Township Board** approved this agreement. The Township Board authorized the Supervisor to sign this Agreement on the 16th day of Aug, 2011 and the Supervisor executed it on the 16th day of August, 2011.

Witnesses

WEBSTER TOWNSHIP

John Kingsley

John Kingsley

John Kingsley, Supervisor

The **Ann Arbor Transportation Authority CEO** accepts this agreement and the CEO executed this Agreement on the 18 day of August, 2011.

Witnesses

Ann Arbor Transportation Authority

Terrence Beckmore

Michael Ford

Michael Ford, CEO

RESOLUTION #2011-30

**RESOLUTION TO APPOINT DAVID
READ AS THE NORTH MIDDLE
REPRESENTATIVE TO THE
COUNTYWIDE TRANSIT BOARD**

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

Minutes of a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, held on the 26th day of September, 2011, Eastern Daylight Time.

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

ABSENT: Members:

The following preamble and resolution were offered by Member Semifero and supported by Member Fisher

WHEREAS, in Washtenaw County, a new Countywide Transit Authority is going through the incorporation process under Public Act 196 of 1987; and

WHEREAS, the Village of Dexter is a part of the North Middle region of the proposed board; and

WHEREAS, the North Middle Transit Selection Committee met on September 7, 2011 and selected David Read as their nominee with Jim Carson as an alternate;

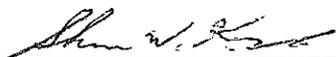
BE IT RESOLVED that the Village of Dexter approves the appointment of David Read as the North Middle Representative to the Countywide Transit Authority Board, with Jim Carson as the alternate.

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

NAYS: None

ABSENT: None

RESOLUTION DECLARED ADOPTED THIS 26th DAY OF ^{SEPTEMBER} ~~AUGUST~~, 2011



Village President – Shawn W. Keough

CERTIFICATION

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, at a regular meeting held on the 26th day of ~~August~~, 2011.

September

Carol J. Jones

Village Clerk – Carol J. Jones

PUBLIC TRANSPORTATION AGREEMENT

among the following:

AATA: Ann Arbor Transportation Authority
2700 South Industrial Highway
Ann Arbor, Michigan 48104
Attention: Michael Ford

Ann Arbor: City of Ann Arbor
301 E. Huron Street
Ann Arbor, Michigan 48107
Attention: City Administrator

Ypsilanti: City of Ypsilanti
One South Huron Street
Ypsilanti, Michigan 48197
Attention: City Manager

County: Washtenaw County
220 North Main
Ann Arbor, Michigan 48107
Attention: County Administrator

1. Acknowledged Facts. The Ann Arbor Transportation Authority (hereafter "AATA") was incorporated by the City of Ann Arbor (hereafter "Ann Arbor") for the purpose of acquiring, owning, operating, or causing to be operated a mass transportation system under the provisions of Public Act 55 of 1963. AATA and Ann Arbor are parties to a certain agreement which sets forth the operational relationship between them and which specifically provides the agreement shall remain in full force and effect until mutually terminated. The City of Ypsilanti has contracted with AATA for transportation services for many years and recently approved a Charter Amendment dedicating certain tax revenue for transportation purposes. The above named parties are planning for countywide public transportation by creating a new authority under Act 196 of 1986 ("New TA"). The New TA, in partnership with the other above named parties, would succeed to the public transportation system currently operated by AATA under the terms of this Agreement and Section 11 of Act 196 of 1986 only when all contingencies of the Agreement are met.

2. Authority Formation. The County, upon the AATA's written request, will create a new Act 196 authority by approving, signing and filing articles of incorporation ("Articles") in substantially the form attached as Exhibit A. Prior to the submission of any request by AATA to County to initiate formation of a public authority all of the following must occur: (i) AATA will publish details of the service and funding plan in newspaper(s) of general circulation in the Washtenaw County, (ii) the Articles of Incorporation in the form presented for approval by the County shall be separately adopted by Ann Arbor and Ypsilanti by affirmative vote of the respective governing bodies. No transfer of assets to the New TA from AATA shall occur unless and until all contingencies stated in Section 4 of this Agreement and any and all conditions which may be established in the Articles of Incorporation have been met.

3. City Transportation Millages.

a. After all of the Section 8 contingencies to Closing are satisfied, Ann Arbor agrees to designate the New TA, as successor to AATA, as the contracting agency for use of the 2.5 mills tax levy under Section 8.18 of the Ann Arbor City Charter and allocated the tax levy in its entirety to AATA at the 2012 millage rate or as adjusted by State of Michigan statute less a municipal service charge of one percent (1%) of the annual millage at the time of the collection of taxes.

b. After all of the Section 8 contingencies to Closing are satisfied, Ypsilanti agrees to transfer its full respective transportation millages at the 2012 millage rate or as adjusted by State of Michigan statute to the New TA effective when the New TA succeeds to AATA's public transportation services.

4. Transfer of Assets. After all of the Section 8 contingencies to Closing are satisfied, AATA will transfer to New TA at closing all assets then owned by AATA, including, without limitation, all rights to the names "Ann Arbor Transportation Authority". New TA will accept the transfer of those assets subject to all obligations and liabilities regarding those assets existing at the time of the transfer.

5. Assumption of Liabilities. After all of Section 8 contingencies to Closing are satisfied, New TA will assume at closing all liabilities of AATA existing at the time of closing.

6. Indemnification. AATA and its successor-in-interest The New TA shall indemnify and hold Washtenaw County, the Cities of Ann Arbor and Ypsilanti, their elected and appointed officials, employees, agents and volunteers harmless from and against all actions, liabilities, demands, costs and expenses, including court costs and attorney fees, which may arise due to their respective negligent, grossly negligent and/or intentional acts or omissions under this Agreement, and transfer or assumption required under this Agreement once the New TA is operational. This provision shall survive termination or expiration of this Agreement. Nothing in this Section has the effect of waiving the defense of governmental immunity available to an indemnifying party under applicable law as to the acts or omissions of 3rd parties.

7. Full Faith and Credit. The parties agree that Washtenaw County does not by virtue of its action in creating the New TA, provide its full faith and credit for any project undertaken by the New TA. The parties further agree that the Cities of Ann Arbor and Ypsilanti do not by virtue of execution of this Agreement, pledge their respective full faith and credit for any project assumed by the NEW TA at Closing or undertaken by the New TA thereafter when operational.

8. Contingencies to Closing. The closing of the transfer of assets and assumption of liabilities by the NEW TA is contingent upon all of the following occurring on terms acceptable to all parties:

a. The creation of New TA by Washtenaw County.

b. AATA and New TA obtaining all necessary approvals for the transfer of assets and assumption of obligations and liabilities, including approvals that may be required from federal and state agencies, or other lenders who provided funding for those assets and consents from parties to contracts with AATA.

c. AATA taking such necessary actions by its governing body to terminate its operational agreement with Ann Arbor effective at closing.

d. In exchange for the mayor's nomination with council confirmation, of seven directors of New TA's board, annual submission to Ann Arbor of the AATA's proposed budget and yearly audit and the New TA's agreement to apprise Ann Arbor City Council and solicit Council's advice prior to making major long-term policy actions concerning mass transportation services and at a minimum, the continued level of services provided by its predecessor-in-interest AATA, Ann Arbor agrees (i) take such

necessary actions by its governing body to terminate its operational agreement with AATA effective at closing; (ii) take such necessary actions by its governing body to authorize the execution and delivery of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by Ann Arbor of the obligations to be performed by it hereunder; and (iii) designate the New TA, as successor to AATA, as the contracting agency for use of the 2.5 mills tax levy under Section 8.18 of the Ann Arbor City Charter and allocated the tax levy in its entirety to AATA at the 2012 millage rate or as adjusted by State of Michigan statute less a municipal service charge of one percent (1%) of the annual millage at the time of the collection of taxes upon transfer from an Act 55 to an Act 196 authority.

e. In exchange for the City of Ypsilanti mayor's nomination with council confirmation, of one director of New TA's board, the new TA agreement to apprise and solicit the Ypsilanti City Council's advice prior to making major long-term policy actions concerning mass transportation, and at a minimum, the continued level of services provided by its predecessor-in-interest, AATA the City of Ypsilanti agrees to pay its charter transportation millage at the 2012 millage rate or as adjusted by State Statute to the New TA upon transfer from an Act 55 to an Act 196 authority.

f. Authority-wide voter approval before December 31, 2014, of a New TA Act 196 funding source adequate to fund ongoing operations of New TA. Any ballot question submitted to the voters of the City of Ann Arbor and/or the City of Ypsilanti shall clearly identify the new funding as additional to the existing millage and in Ypsilanti specifically authorize the continued collection and transfer of the full Charter Transportation millage to the new Act 196 TA.

9. Ann Arbor Approval. Notwithstanding anything in this Agreement to the contrary, if voters in the City of Ann Arbor fail to approve the NEW TA Act 196 funding source at any interim vote prior to December 31, 2014, regardless of whether it is approved or not by the other voting jurisdictions, then the City shall have the right to, but is not required to (i) withdraw from this Agreement without penalty; (ii) veto any attempted termination by AATA of the AATA-City operation agreement; and (iii) refuse to designate and/or assign its millage under Section 3(a). If Ann Arbor voters fail to approve the NEW TA Act 196 funding source before December 31, 2014, regardless of whether it is approved or not by the other voting jurisdictions, then the City shall withdraw from this agreement without penalty, shall veto any attempted termination by AATA of the AATA-City operation agreement, and shall refuse to designate and/or assign its millage under Section 3(a).

10. Closing Date. The transfer of assets and assumption of liabilities will occur at a date, time and place agreed between AATA and New TA, but no later than October 1, 2015, given the clearance of all contingencies.

11. Public Transportation Services and Cooperation Before Closing. Before the closing, AATA retains full authority and control over the conduct of its business. AATA will reimburse New TA for reasonable business expenses incurred by New TA before closing, including expenses relating to New TA's formation and preparation to close this transaction.

12. Termination of Agreement.

a. Automatic Termination. This Agreement will terminate automatically if (i) Closing does not occur before December 31, 2015, or if (ii) after incorporation of the Authority and the expiration of the statutory withdrawal period from the public authority,

the City of Ann Arbor is the only participating political subdivision in Washtenaw County in the New TA. It is recognized by all the parties that if either of these conditions occur the stated objectives of Act 196 and this Agreement will not have been met and the Agreement shall be null and void.

b. Discretionary Dissolution or Withdrawal Conditions. The Washtenaw County Board will also be allowed to dissolve the New TA if there is no Authority-wide voter approved funding passed before December 31, 2014, or voter approval passes Authority-wide but the same is defeated in the City of Ann Arbor. The City of Ann Arbor may also withdraw from the new TA Agreement using any of the methods authorized by MCL 124.458. In the event the City of Ann Arbor exercises any of the foregoing rights, the City of Ann Arbor may immediately terminate this agreement upon written notice to the other parties.

c. Effective Date, Continuity of Services. No such termination or dissolution shall be effective unless and until provision for continued transportation services to Ann Arbor and Ypsilanti is in place, operational and all liabilities on the New TA have been satisfied.

13. General Provisions.

a. Notices. Any notice required or permitted under this agreement is deemed given either upon personal delivery or within two business days after mailing by U.S. first-class mail, postage prepaid, to the parties at their respective addresses shown on this agreement's first page.

b. Assignment. No party may assign any of its rights or delegate any of its duties under this agreement without the prior written consent of the other parties.

c. Choice of Law: This Agreement shall be governed and construed in accordance with the laws of the State of Michigan.

d. Entire Agreement and Amendment. This agreement contains the entire agreement among the parties with regard to its subject matter, supersedes all previous understandings, and may be amended only in writing signed by all parties and approved by the board of each party.

ANN ARBOR TRANSPORTATION
AUTHORITY(AATA)

Dated: Sept 13, 2012

By: Michael Ford
Michael Ford, Chief Executive Officer

CITY OF ANN ARBOR

Dated: 9/12/12, 2012

By: John Hieftje
John Hieftje, Mayor

By: Jacqueline Beaudry
Jacqueline Beaudry, City Clerk

Approved as to substance:

Steven D. Powers
Steven D. Powers, City Administrator

APPROVED AS TO FORM:

Stephen K. Postema
Stephen K. Postema, City Attorney

Dated: _____, 2012

CITY OF YPSILANTI

By: Paul Schreiber
Paul Schreiber, Mayor

By: Frances McMullen
Frances McMullen, City Clerk

ATTESTED TO:

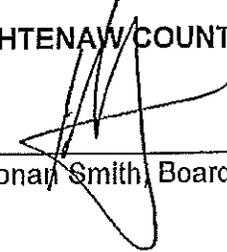
Ralph Lange
Ralph Lange, City Manager

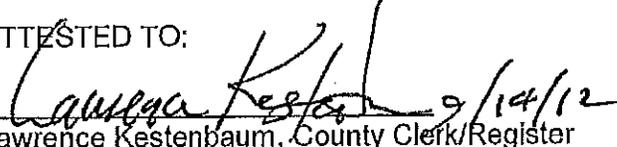
APPROVED AS TO FORM:

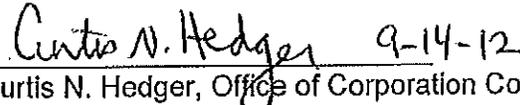
John Barr 9-18-12
John Barr, City Attorney

WASHTENAW COUNTY

Dated: Sept 13, 2012

By: 
Conan Smith, Board Chair

ATTESTED TO:

Lawrence Kestenbaum, County Clerk/Register

APPROVED AS TO FORM:

Curtis N. Hedger, Office of Corporation Counsel

NEW TRANSPORTATION AUTHORITY ARTICLES OF INCORPORATION

ARTICLE 1 INTRODUCTION

The Washtenaw County Board of Commissioners adopts these Articles of Incorporation, pursuant to the provisions of Act 196 of Public Acts of 1986 so as to create the New Transportation Authority and establish its powers, duties, rights, and responsibilities; the composition and selection process for its Board of Directors; and establishes the effective date for these Articles of Incorporation.

ARTICLE 2 DEFINITIONS

The following definitions will be applicable to, and utilized throughout these Articles of Incorporation:

- **ACT 7:** "Act 7" means public Act No. 7 of the Public Acts of 1967, as amended, known as the Urban Cooperation Act, being sections 124.501 to 124.512 of the Michigan Compiled Laws.
- **ACT 196:** "Act 196" means Act No. 196 of the Public Acts of 1986, as amended, known as the Public Transportation Authority Act, being sections 125.451 to 124.479 of the Michigan Compiled Laws.
- **AUTHORITY:** "Authority" means the public transportation authority created under Act 196 and these Articles of Incorporation.
- **BOARD:** "Board" means the governing body of the Authority, consisting of directors described in article 4.
- **MEMBER:** "Member" means any political subdivision that forms the authority or which joins the authority as a member as allowed by Act 196.
- **POLITICAL SUBDIVISION:** "Political subdivision" means Washtenaw County, or any city, village, or township.
- **PUBLIC TRANSPORTATION, PUBLIC TRANSPORTATION SERVICE, PUBLIC TRANSPORTATION PURPOSE:** "Public transportation" means the movement of people and goods by publicly or privately owned water vehicle, bus, railroad car, rapid transit vehicle, taxi cab or other conveyance which provides general or special service to the public, but not including charter or sightseeing service or transportation which is exclusively used for school purposes. Public transportation, public transportation services, or public transportation purposes as defined are declared by law to be transportation purposes within meaning of section 9 of article IX of the Michigan Constitution.
- **TAXABLE PROPERTY:** "Taxable property" means the property taxable under the general property tax act(s) of the State of Michigan, except for property expressly exempted by act(s) of the state legislature.

ARTICLE 3 AUTHORITY FORMATION

SECTION 3.01: CREATION, NAME, PURPOSES, AND POWERS

The Washtenaw County Board of Commissioners hereby creates a public transportation authority pursuant to Act 196. The Authority shall be a public body corporate and shall be known and exercise its powers under the title of "The Washtenaw Ride" or other such names as decided by its board of directors. Upon succeeding to the AATA as described in Section 3.06, the Authority has the power to use the names "The Ride", "Ann Arbor Transportation Authority", and any other name owned by AATA. The Authority is

created for the purpose of providing public transportation services under Act 196. The Authority shall possess all of the powers articulated in these articles, Act 196, and as provided in the Public Transportation Agreement between the Ann Arbor Transportation Authority, The Cities of Ann Arbor and Ypsilanti and the County of Washtenaw, dated September 5, 2012.

SECTION 3.02: JURISDICTIONAL BOUNDARY AND MEMBERSHIP

The jurisdictional boundary of the Authority for purposes of Act 196, is the geographical area known as the County of Washtenaw, Michigan, and includes the territory within all political subdivisions within Washtenaw County, subject to withdrawal of any political subdivision pursuant to Act 196. The County of Washtenaw is initially the only member of the Authority. Other political subdivisions may become members pursuant to Act 196. Notwithstanding the foregoing, the Authority may provide services outside its jurisdictional boundary as authorized by law.

The Authority shall send certified letters to the chief elected official, the clerk and chief administrative official, as appropriate, of each political subdivision of the County giving them notice of their rights to withdraw (so-called "opt-out") within 30 days under the first sentence of Act 196 section 8(5). If there is a vote on a funding mechanism for the operations of the authority, only those communities that have not opted out will vote and be subject to any tax adopted as a funding mechanism.

SECTION 3.03: ADOPTION, ENDORSEMENT, AND PUBLICATION

The Washtenaw County Clerk/Register of Deeds (hereinafter "Clerk") shall endorse these Articles of Incorporation after their adoption by the Washtenaw County Board of Commissioners. The Authority shall publish them once in a newspaper including but not limited to *Washtenaw Legal News* on a date at least 10 days, but not more than 30 days, after their adoption.

SECTION 3.04: FILING OF ARTICLES

The Clerk shall file a printed copy of these Articles of Incorporation in the Clerk's Office, and the Authority shall file them with the Michigan Secretary of State, and the Director of the Michigan Department of Transportation and provide confirmation of such filing to the Clerk and, if requested, any political subdivision to be served by the Authority.

SECTION 3.05: EFFECTIVE DATE; VALIDITY PRESUMED

The Authority shall become operative, and these Articles of Incorporation shall become effective, thirty (30) days after filing with the Clerk's Office, with the Michigan Secretary of State, and the Director of the Michigan Department of Transportation (MDOT), whichever is later. The validity of the incorporation of the Authority will be conclusively presumed unless questioned in a court of competent jurisdiction within sixty (60) days after the publication of the articles of incorporation.

**SECTION 3.06: SUCCESSOR-IN-INTEREST TO ANN ARBOR
TRANSPORTATION AUTHORITY (AATA)**

Notwithstanding the operative effective date of the Authority, it shall not succeed the AATA as provider of a Public Transportation Service within the cities of Ann Arbor and Ypsilanti and be entitled to assume or assert any financial or other rights as successor-in-interest unless and until all of the following occurs: (a) passage of a countywide funding mechanism and approval of the MDOT and Federal Transit Administration, (b) approval of the Public Transportation Agreement by the governing bodies of the County of Washtenaw, cities of Ann Arbor and Ypsilanti, and the Ann Arbor Transportation Authority and satisfaction of the terms and conditions therein, and (c) approval of these Articles of Incorporation by an affirmative vote of a majority of persons elected to and serving on the legislative body of each political subdivision which contributes revenue in the form of a charter millage to AATA.

SECTION 3.07: SEVERABILITY

The requirements and the various chapters, parts, sections, and clauses of these Articles of Incorporation are severable. If a court of competent jurisdiction determines that any article; part, sentence, paragraph, section, or clause is unconstitutional or invalid, the remaining chapters, parts, portions, and provisions of these Articles of Incorporation shall remain in full force and effect, except that if any of the conditions (a) through (c) in Section 3.06 are declared unconstitutional or invalid, the Authority shall not succeed to the AATA, as described in that section.

**SECTION 3.08: MEMBER ADMISSION AND RELEASE AFTER AUTHORITY
FORMATION**

If conditions in Act 196 are met after the conclusive formation of the Authority, political subdivisions may become members in the Authority and members may be released from membership in the Authority.

**SECTION 3.09: POLITICAL SUBDIVISION WITHDRAWAL AFTER
AUTHORITY FORMATION**

If conditions in Act 196 are met after the conclusive formation of the Authority, a political subdivision may withdraw from the Authority. In addition, a political subdivision may withdraw under the same terms that Act 196 gives members the right to be released from membership.

ARTICLE 4
BOARD OF DIRECTORS

SECTION 4.01: INITIAL BOARD

Subject to Section 4.02 of these Articles of Incorporation, the Board shall consist of fifteen (15) directors appointed by the following entities based principally on population, historical investment, and ongoing financial contributions:

<u>Number</u>	<u>Appointing Entity</u>
7	City of Ann Arbor
1	City of Ypsilanti
1	Pittsfield Township
2	South East District (under an interlocal agreement among the following political subdivisions: Townships of Augusta and Ypsilanti)
1	South Middle District (under an interlocal agreement among the following political subdivisions: Cities of Milan and Saline and the Townships of Lodi, Saline and York)
1	West District (under an interlocal agreement among the following political subdivisions: the City of Chelsea, Village of Manchester and the Townships of Bridgewater, Dexter, Freedom, Lima, Lyndon, Manchester, Sharon, and Sylvan)
1	North East District (under an interlocal agreement among the following political subdivisions: the Townships of Ann Arbor, Northfield, Salem, and Superior)
1	North Middle District (under an interlocal agreement among the following political subdivisions: the Village of Dexter, and the Townships of Scio and Webster)
15	

The governing bodies of the Cities of Ann Arbor and Ypsilanti and the Charter Township of Pittsfield shall appoint their respective directors in accordance with their adopted policies and procedures for appointment to boards and commissions and retain the right to remove and replace such directors in accordance with the same procedures. The other districts select directors through Act 7 Interlocal Agreements, which contain procedures for appointment and removal. The County of Washtenaw, may but is not required to, appoint a non-voting ex-officio to the Board. Appointing governing bodies or districts may select an alternate to serve in place of the member or members in their absence. When a director is absent, the alternate shall have the same voting powers but may not assume an officer position.

SECTION 4.02: BOARD MAKE UP REVIEW

The directors shall revisit the Board make-up if (a) either Ann Arbor or Ypsilanti City reduces or fails to contribute its charter millage to the Authority; (b) if another community levies a millage and contributes it to the Authority; or (c) if all communities within one of the Act 7 districts withdraw from the Authority. The Board make-up shall also be reviewed and be subject to change by two-thirds of the directors after each census to assure appropriate attention to population distribution.

SECTION 4.03: TERM

The terms of office of the first Board of Directors appointed shall be fixed by the respective appointing bodies so that the terms for 2 city of Ann Arbor directors and 1 Pittsfield Township director will be for 1 year; 1 city of Ann Arbor director, 1 director appointed from the South East District, 1 director appointed from the North Middle District and 1 director from the West District will be for 2 years; 2 city of Ann Arbor directors, 1 South Middle District director and 1 North East director will be for 3 years; and 2 city of Ann Arbor directors, 1 South East District director and the city of Ypsilanti director will be for 4 years. For the purposes of appointment the areas identified shall correspond to the areas in Attachment A. After the initial Board is formed, all directors will be appointed for 4 years, subject to conditions of their appointment by their respective appointing bodies. All regular appointments to the Board shall be made to coincide with October 1 of each calendar year; however, seated directors will hold over until a successor has been appointed, and when such a successor has been appointed the appointment term shall be modified so that it terminates to coincide with the regular appointment term. A vacancy in office shall be filled by that director's original appointing body for the remainder of the unexpired term. The term of director's alternate shall expire according to the same schedule as the director.

The Authority shall notify the respective appointing bodies at least 45 days prior to the expiration date of the term of office of any person serving on the Board.

SECTION 4.04: RESIGNATIONS, VACANCIES, AND REMOVALS

A director may resign at any time and such resignation shall become effective upon the Authority's receipt of a written resignation notice, unless the notice specifies a later date. The Authority Board may, upon a 2/3rds vote of its other directors, remove a director prior to the expiration of that director's term of office for persistent failure to perform the duties of that director's office, other reasons as specified in the bylaws, gross misconduct in office, conviction of a felony involving extortion, or financial misconduct. A director may be removed from office with or without cause at any time by the same local body or process that appointed the director.

SECTION 4.05: COMPENSATION

Directors shall serve without compensation.

SECTION 4.06: INTERESTS IN CONTRACTS

Directors may not have a financial interest, direct or indirect, in any contract with the Authority, except as permitted by law.

SECTION 4.07: BOARD QUALIFICATIONS

All Authority directors shall be residents of Washtenaw County, at least eighteen years old, shall be representative of public transportation interests as they exist in the County and other qualifications as detailed in the Bylaws of the Authority. Notwithstanding the above, any of these requirements may be waived by a governing body authorized to appoint directors under section 4.01 by resolution concurred in by not less than 2/3rds of that governing body's directors. Directors may not hold office in violation of Michigan's Incompatible Offices Act, MCLA 15.181-.185, or other similar law.

ARTICLE 5
PUBLIC MEETINGS

SECTION 5.01: PUBLIC MEETINGS

The Authority shall conduct all meetings of the Board in compliance with the Open Meetings Act (Act 267 of the Public Acts of 1976). The Authority shall provide public notice of the time, date, and place of the meeting in the manner required by Act 267 of 1976, as amended. The Authority shall meet at regular intervals. It shall adopt its own rules of procedure and shall keep a record of its proceedings. A majority of the directors appointed and serving shall constitute a quorum. Each director shall have one vote. Decisions of the Board require a majority vote of the directors appointed and serving at a Board meeting having a quorum present, except approval of the budget which requires approval of 2/3rds of all directors and amendment of the articles which requires approval of 4/5th of all directors. No director shall cast a vote in proxy for an absent director; however, the Board shall permit a director's alternate, if any, to attend a meeting in the director's absence and vote.

ARTICLE 6
POWERS

SECTION 6.01: OPERATIONAL POWERS

The Authority may plan, promote, finance, acquire, improve, enlarge, extend, own, construct, operate, maintain, replace, and contract for public transportation services by means of one or more public transportation systems and public transportation facilities pursuant to the provisions of Act 196.

The Authority shall be administered in the manner determined by the Board and as provided in these Articles. However, no enumeration of powers in these Articles shall be construed as a limitation on the general powers of the Authority under Act 196.

SECTION 6.02: EXEMPTION FROM MOTOR CARRIER ACT

In the exercise of its powers within its boundaries, the Authority is exempt from the Motor Carrier Act, Act No. 254 of the Public Acts of 1933, being sections 475.1 to 479.20 of the Michigan Compiled Laws; Act No. 3 of the Public Acts of 1939, being Sections 460.1 to 460.8 of the Michigan Compiled Laws; and Act No. 42 of the Public Acts of 1982, being Sections 474.101 to 474.141 of the Michigan Compiled Laws.

ARTICLE 7
FUNDING

SECTION 7.01: FUNDING

The Authority may apply for and accept grants, loans, or contributions from the federal government or any of its agencies, the state, other public or private agencies, or other lawful sources.

SECTION 7.02: FINANCING

The Authority may finance public transportation services, including any public transportation system and public transportation facilities pursuant to the provisions of Act 196. Budgets and appropriations shall be made in accordance with Act 2 of the Public Acts of 1968.

SECTION 7.03: TAX LEVY

The Authority may levy a tax for public transportation purposes as provided for and within the time limits and rates established by Act 196 within its jurisdictional boundary subject to the tax limitations of which are provided by general law within the meaning of section 6 of article IX of the Michigan Constitution of 1963.

No tax may be levied except upon the approval of a majority of the registered electors residing within the jurisdictional boundary of the Authority affected and qualified to vote and voting on the tax at a general or special election called in accordance with Act 196.

SECTION 7.04: POLITICAL SUBDIVISION TAX LEVY

Any member of the Authority or a political subdivision otherwise granted taxing authority under state law may levy a tax within the limits of the political subdivision, and appropriate, grant, or contribute, in whole or in part, the tax levied and collected to the Authority for public transportation purposes as authorized by Act 196, or to provide sufficient money to fulfill its contractual obligations to the Authority, which tax will be within charter, statutory, and constitutional limitations thereon.

SECTION 7.05: PAYMENTS, APPROPRIATIONS, OR CONTRIBUTIONS

Any member of the Authority or a political subdivision outside Washtenaw County may contract with the Authority to make payments, appropriations, or contributions to the

Authority of the proceeds of taxes, special assessments, or charges imposed or collected by the political subdivision or out of any other funds legally available in exchange for service.

SECTION 7.06: FULL FAITH AND CREDIT

Any political subdivision within the Authority's jurisdiction may, but is not required to, pledge its full faith and credit for payment of its contractual obligation to the Authority.

SECTION 7.07: NOTES AND BONDS

If the Authority has issued notes or bonds in anticipation of payments, appropriations, or contributions to be made to the Authority pursuant to a contract by a political subdivision, the political subdivision may levy a tax, subject to all appropriate statutory and constitutional requirements, on all taxable property in the political subdivision to provide sufficient money to fulfill its contractual obligations to the Authority in accordance with law.

SECTION 7.08: EXISTING LEVIES

Any political subdivision outside the Authority's jurisdiction that has authorized the levy of a tax to provide money for public transportation purposes or has imposed, collected special assessments, or charges for public transportation purposes may contract with the Authority to make payments, appropriations, or contributions to the Authority of the proceeds of the taxes, special assessments, subject to the conditions of the original authorization of such levy in exchange for service.

SECTION 7.09: BORROWING MONEY

By resolution of the Board, the Authority may borrow money and issue notes and bonds in anticipation of the collection of taxes and other revenues for its current or succeeding fiscal year, to provide funds for operating purposes or for capital purposes related to transportation facilities pursuant to the provisions of Act 196.

SECTION 7.10: REVENUES PLEDGED FOR PAYMENT OF DEBT

The revenues pledged for payment of debt service on bonds or notes shall be, and remain subject to, a statutory lien until the payment in full of the principal and interest on the bonds or notes unless the resolution authorizing the issuance of the bonds or notes provides for earlier discharge of the lien by substitution of other security. The pledge of revenues and any statutory lien that exists for the payment of debt services on bonds or notes shall be effective for all purposes without delivery of any evidence in this regard or any recording.

SECTION 7.11: INVESTMENTS

The Authority may invest any of its money in accordance with all applicable laws and regulations.

ARTICLE 8
COLLECTIVE BARGAINING AGREEMENTS

SECTION 8.01: CONTRACTUAL OBLIGATIONS

The Authority shall have the right to collectively bargain and enter into agreements with labor organizations pursuant to applicable law. Upon succession by the Authority to a public transportation system, the Authority shall assume and be bound by any existing collective bargaining agreements applicable to that system for the remainder of the term of that agreement, and, except where the existing collective bargaining agreement may otherwise permit, shall retain the employees covered by that collective bargaining agreement. The succession to a public transportation system by the Authority shall not adversely affect any existing rights and obligations contained in the existing collective bargaining agreement.

SECTION 8.02: EMPLOYEE RETIREMENT

The Authority shall honor the pension or retirement system established by any succeeded public transportation system and members and beneficiaries of those retirement system shall continue to have the same rights, privileges, benefits, obligations, and status.

ARTICLE 9
AUDITS

The Authority shall obtain an annual audit in accordance with sections 6 to 13 of Act 2 of the Public Acts of 1968 of the Michigan Compiled Laws. The audit shall be in accordance with generally accepted government auditing standards as promulgated by the United States General Accounting Office and satisfy federal regulations relating to federal grant requirements.

The Authority shall publish notice that an annual audit has been obtained once in the *Washtenaw County Legal News* and file a printed copy with the Clerk of each of the political subdivisions represented by directors on the Board, the State Treasurer, and the State Transportation Department, as provided for in Act 196.

ARTICLE 10
ARTICLES OF INCORPORATION:

SECTION 10.01: AMENDMENTS

These Articles of Incorporation may be amended only upon a four-fifths (4/5) vote of the directors appointed and serving on the Authority unless another vote of Board is required under the terms of these Articles or provided for in Act 196. All amendments must comply with applicable state and federal laws. All amendments to the Articles of Incorporation become effective only after they are executed jointly by the Chairperson and by the Secretary of the Board of the Authority, filed with the recording officer of the Washtenaw County Clerk, and filed and published in the same manner as the original Articles of Incorporation.

SECTION 10.02: DISSOLUTION OF THE AUTHORITY

The Authority may be dissolved in accordance with the provisions of Act 196 and as provided for in Section 12 of the Public Transportation Agreement referenced in section 3.01. If the City of Ann Arbor is the only political subdivision in the County remaining within the Authority after the expiration of the statutory 30-day withdrawal period, the Authority shall be dissolved. The dissolution action shall provide for the effective date of such dissolution and shall include provisions for the distribution of all assets and for the settlement of all debts and liabilities of the Authority and the provision for continued transportation services to Ann Arbor and Ypsilanti. Notice of such dissolution shall be executed jointly by the Chairperson and by the Secretary of the Board of the Authority, filed with the recording officer of the Washtenaw County Clerk, and filed and published in the same manner as the original Articles of Incorporation.

Except as provided above, dissolution is not required if either (a) a member political subdivision is released from membership pursuant to Section 3.08, or (b) a political subdivision withdraws from the Authority pursuant to Section 3.09.

On release from or dissolution of the Authority, any millage obligation pledged for the use by the Authority shall be deemed extinguished as of the date of the dissolution subject to payment or provision for payment of all obligations of the political subdivision to the Public Authority or its creditors as of the date of release or dissolution; and thereafter in the case of dissolution of the Authority, the respective political subdivision shall have no obligation to pledge the respective tax levy to any successor-in-interest to the Authority.

CLERK ENDORSEMENT

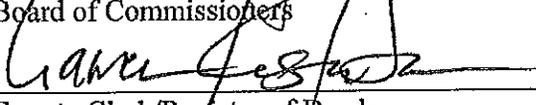
The foregoing Articles of Incorporation for the Authority were adopted by an affirmative vote of a majority of the members serving on Washtenaw County Board of Commissioners at a meeting duly held on the 5th day of September, A. D. 20 12. Pursuant to Act 196 execution of this endorsement here below by the Clerk/Registrar of Washtenaw County, the incorporating authority, shall be evidence of adoption of the Articles of Incorporation.

COUNTY OF WASHTENAW



Chairperson, Washtenaw County
Board of Commissioners

DATE: 13 Sept 12



County Clerk/Register of Deeds

DATE: 9/20/12

NEW TRANSPORTATION AUTHORITY ARTICLES OF INCORPORATION

ATTACHMENT A

The table is a large grid with approximately 5 columns and 10 rows. The text is extremely faint and difficult to read, but some words are discernible. In the top row, the first two columns contain 'Articles of Incorporation' and 'New Transportation Authority'. The third column contains 'Articles of Incorporation' and 'New Transportation Authority'. The fourth column contains 'Articles of Incorporation' and 'New Transportation Authority'. The fifth column contains 'Articles of Incorporation' and 'New Transportation Authority'. The table appears to be a table of contents or a list of sections, with the first two columns likely representing page numbers and the remaining columns representing section titles.

Revised Resolution 1/2013

Request to Washtenaw County Board of Commissioners to File Articles of Incorporation
Creating a Michigan Act 196 Authority

WHEREAS, the Ann Arbor Transportation Authority (AATA) Board of Directors (the Board) wishes to expand public transportation services throughout Washtenaw County to enhance the quality of life of its residents and to promote the local economy, safeguard the environment, and strengthen all the county's communities, and

WHEREAS, to accomplish the goal of providing county-wide services, AATA desires to transform itself from a Michigan Public Act 55 Authority into a Michigan Public Act 196 Authority, and

WHEREAS, the County of Washtenaw has agreed to file the Articles of Incorporation for a Washtenaw County Public Act 196 Authority with the State of Michigan, and

WHEREAS, the AATA Board and the unincorporated 196 Board have undertaken extensive outreach throughout the county to inform Washtenaw County communities about the benefits and costs of extending transit throughout the county, and

WHEREAS, the AATA has notified the communities of Washtenaw County as to the details and timing of the incorporation, and

WHEREAS, a set of proposed Articles of Incorporation for an Act 196 Authority has been previously endorsed by resolution of the Board, now therefore

IT IS RESOLVED, that the Board authorizes the Chief Executive Officer to forward the proposed 196 Authority Articles of Incorporation to the County of Washtenaw, with the request they be filed with the State of Michigan, and the Director of the Michigan Department of Transportation, ~~with the request that they be filed immediately.~~



Charles Griffith, Chair



Anya Dale, Secretary

October 2, 2012

October 2, 2012

AGENDA 10-22-12

ITEM L-3

cnicholls@villageofdexter.org

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: October 17, 2012
Re: Consideration of: Proposal from Bostwick to Complete Road Repairs

Over the course of the summer several areas of roadway in the Village needed to be dug up or covered due to sinking manholes, settling catch basins and water main repair. These areas need to be repaired and the metal plates covering them removed prior to snow plowing this winter.

Bostwick has proposed to honor City of Ann Arbor bid prices for this work. Ann Arbor went through a bid process and due to the quantity of work that the prices were bid on for Ann Arbor staff feels that taking advantage of this pricing is in the best interest of the Village. Bostwick has done projects in the Village, including acting as a sub on the recent sidewalk project, and the Village is confident in their work.

Once the work is complete and the final amounts are determined it will be broken out and paid for from Local Streets – Routine Maintenance – Pavement Management (202-463-000-803-002); Major Streets – Routine Maintenance – Pavement Management (203-463-000-803-002) and Water – Road Repair (591-556-000-741.000).

Please accept the proposal from Bostwick to complete the road repairs for an amount not to exceed \$12,000.

Proposal

Bostwick Company, Inc.

P.O. Box 1243 3291 W. Liberty
Ann Arbor, Michigan 48106
Office (734) 663-5600 Fax (734) 663-9032

Proposal submitted to: Village of Dexter DPW Department Attention: Kurt Augustine 8140 Main Street Dexter, Michigan 48130 426-8530 (O) 216-3820 (M) 426-2533 (F)	Work to be performed at: Various Locations Dexter, Michigan
--	---

We hereby submit specifications and estimates for:

ITEM	DESCRIPTION	PRICE
I.	Miscellaneous Catch Basin Repairs 1. Saw cut perimeter of asphalt and adjacent curbing as necessary 2. Remove rubble and dispose of off site 3. Excavate to appropriate depth at catch basins 4. Store castings on site 5. Repair or replace catch basin structures as necessary 6. Backfill and compact 7. Reset castings to proper grade 8. Form, pour and finish adjacent curbing as necessary 9. Finish to grade with asphalt at curb facings, topsoil and seed behind curb Costs: Ed Coy parking lot 2nd and Inverness 3612 Meadowview Bishop Circle East and West 8561 Parkridge (curbing only)	\$1,600.00 \$1,180.00 \$2,000.00 \$1,500.00 \$1,100.00
	<i>Note: Charges for catch basin repairs are based on maximum cost of \$1000.00 for 5' depth repairs. Those requiring less repair will be reduced accordingly.</i>	

We propose hereby to furnish material and labor complete in accordance with above specifications for the
PLEASE SEE ABOVE See Above

Payments to be made as follows:

NET DUE UPON COMPLETION OF JOB

Accounts 30 days past due are subject to 1.5% finance charge per month (18% annum)

Authorized Signature: _____

Edward A. Vlcek
Secretary Bostwick Company, Inc.

Note: This proposal may be withdrawn by us if not accepted within 45 days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
 Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Proposal

Bostwick Company, Inc.

P.O. Box 1243 3291 W. Liberty
Ann Arbor, Michigan 48106
Office (734) 663-5600 Fax (734) 663-9032

Proposal submitted to:

Work to be performed at:

Village of Dexter DPW Department
Attention: Kurt Augustine
8140 Main Street
Dexter, Michigan 48130
426-8530 (O) 216-3820 (M) 426-2533 (F)

Various Locations
Dexter, Michigan

We hereby submit specifications and estimates for:

ITEM	DESCRIPTION	PRICE
I.	<p style="text-align: center;">Miscellaneous Asphalt Street Patching</p> <ol style="list-style-type: none"> 1. Saw cut perimeter of repair areas 2. Remove broken asphalt; repair, regrade and compact base 3. Place and compact two 2" of one 2" lift bituminous base course asphalt 4. Place and compact 2" bituminous wearing course asphalt 5. Grand Street repair: approximately 440 S.F. 4" asphalt 6. Dan Hoy Road repair: approximately 275 S.F. 6" asphalt 	
	<p>Costs: 4" Grand Street cut</p> <p>6" Dan Hoy Road cut</p>	<p>\$1,925.00</p> <p>\$2,200.00</p>

We propose hereby to furnish material and labor complete in accordance with above specifications for the

PLEASE SEE ABOVE

See Above

Payments to be made as follows:

NET DUE UPON COMPLETION OF JOB

Accounts 30 days past due are subject to 1.5% finance charge per month (18% annum)

Authorized Signature: _____

Edward A. Vlcek

Secretary Bostwick Company, Inc.

Note: This proposal may be withdrawn by us if not accepted within 45 days. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

2012-2013 Budget Amendments

General Fund 101

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
101-751-000-803-000	Parks - Contracted Services	Yes	Expenditure	\$ -	\$ -	7,200	\$ 7,200
Reason for Amendments Graffiti removal along the Border to Border Trail							
101-728-000-802-000	Economic Development	No	Expenditure	\$ 5,000	\$ -	10,000	\$ 15,000
Reason for Amendments Contract with ASTI for 3045 Broad spanned two fiscal years. Amount of contract will be reimbursed by DDA when the property closes.							

Total change in Revenue - increase/(decrease): \$ -
 Total change in Expenditures - increase/(decrease): \$ 17,200
 Change to Overall Budget's revenue over expenditures: \$ 17,200
 Unrestricted General Fund Reserve Balance as of 1st Quarter FY 12-13 - \$266,971.10
 Source of Reserves, if applicable:

Major Streets 202

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
202-451-000-974-010	Main Street	No	Expenditure	\$ -	\$ -	7,000	\$ 7,000
Reason for Amendment Main Street project costs in FY 12-13 - testing and final OHM invoices							

Total change in Revenue - increase/(decrease): \$ -
 Total change in Expenditures - increase/(decrease): \$ 7,000
 Change to Overall Budget's revenue over expenditures: \$ 7,000
 Source of Reserves, if applicable: Will make an amendment to transfer reserves from Municipal Streets in the future if necessary

AGENDA 10-22-12
 ITEM L-4

2012-2013 Budget Amendments

Streetscape Special Assessment - 303

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
303-248-000-957-003	Special Assessment Refunds	No	Revenue	\$ 40,500	\$ -	\$ 3,500	\$ 44,000
Reason for Amendment Used wrong spreadsheet column when budgeting							
		Total change in Revenue - increase/(decrease):		\$ -			
		Total change in Expenditures - increase/(decrease):		\$ 3,500			
		Change to Overall Budget's revenue over expenditures:		\$ 3,500			

Source of Reserves, if applicable: Streetscape Special Assessment Fund Balance

Sewer Fund 590

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
590-000-000-633-002	Utility Bills - Sewer	No	Revenue	\$ 950,000	\$ -	\$ 20,000	\$ 970,000
Reason for Amendment Bond proceeds to offset issuance costs (bond counsel/financial advisor)							
590-000-000-636-001	Tap Fees	No	Revenue	\$ 31,200	\$ -	\$ 31,800	\$ 63,000
Reason for Amendment Increase in tap fees due to 1st installment of Wellness Center fees							
590-901-000-975-011	Capital - Property Acquisition	Yes	Expense	\$ -	\$ -	\$ 79,000	\$ 79,000
Reason for Amendment Purchase of 8258 Huron							
		Total change in Revenue - increase/(decrease):		\$ 51,800			
		Total change in Expenditures - increase/(decrease):		\$ 79,000			
		Change to Overall Budget's revenue over expenditures:		\$ (27,200)			

Source of Reserves, if applicable: Unrestricted Sewer Fund Reserves as of 1st Quarter FY 12-13 - \$844,575

2012-2013 Budget Amendments

Water Fund 591

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
591-000-000-633-003	Utility Bills	No	Revenue	\$ 660,000		\$ 10,000	\$ 670,000
Reason for Amendment Higher than budgeted water use							
591-556-000-970-000	Road Repair Expense	No	Expenditure	\$ 2,000		\$ 3,000	\$ 5,000
Reason for Amendment Contractor assistance with water main break on Ann Arbor Street							
		<i>Total change in Revenue - increase / (decrease):</i>		\$ 10,000			
		<i>Total change in Expenditures - increase / (decrease):</i>		\$ 3,000			
		<i>Change to Overall Budget's revenue over expenditures:</i>		\$ 7,000			

Source of Reserves, if applicable: N/A

Approved by Council on October 22, 2012

Carol J. Jones, Village of Dexter Clerk

VILLAGE OF DEXTER

ddettling@villageofdexter.org

8140 Main Street Dexter, MI 48130-1092
5614

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

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: October 22, 2012
Re: SRF Sludge Handling Improvements- Project Status

Staff along with OHM, Tetra Tech and an independent review by Fleis and Vandenbrink (F&V) continues to evaluate and fine tune the Sludge Handling Project. It has been our hope to reduce the cost of the project, but more importantly guarantee the future operational success of this improvement.

The attached 6-page memo from OHM, and 3-page memo from Tetra Tech provides developing detail after several meetings in September and October of our conclusions for design changes. Below is summary of the items from the 6-page memo that are either proposed changes or still under review with actual or estimated costs associated with each change.

I. Crucial Design Issues

- **A-1 Piping to avoid gas-locking. Actual \$19,058**

Total Category I = \$19,058

II. Items associated with successful shutdown of Primary Digester

- Add 6-inch line between two Sludge Mixing Pumps to increase mixing capacity to Storage/Gasholder Tank.
A-2 Still Under Review Actual \$8,258
- Add 6-inch line and valve from Sludge/Gasholder Tank effluent to Mixing pumps.
A-3 Still Under Review Actual \$7,218
- Install line from Raw Sludge Pumps to Sludge Storage.
B-2 Still Under Review Estimate \$15,000

Total Category II = \$30,476

III. Items associated with successful management of scum/foam

- **B-3 Add scum buster nozzle. Estimate \$7,000**
- **B-4 Add foam buster nozzle. Estimate \$8,000**
- **B-5 Variable frequency drives to Sludge Mixing Pumps. Estimate \$20,000**

- **B-6** Add elbow flare to reduce foam. **Estimate \$1,500**
- **D** Increase size of overflow pipe. **Estimate \$5,000**

Total Category III = \$41,500

IV. Gas Handling

- **C** Add 400mbh DG Boiler, delete dual-fuel option. **Estimate \$80,000**

Total Category IV = \$80,000

V. Operational/Maintenance

- **B-7** Raise Corbels in Secondary Sludge Tank. **Estimate \$3,500**
- **E** Revise Deep-Foundation System to helical Pier. **Estimated Reduction (\$8,000)**
- **F** Revise valves on sludge lines. **Estimated Reduction (\$10,000)**

Total Category V. = Reduction (\$14,500)

As illustrated above potentially \$157,534 in additional cost to the project are being evaluated.

Except for item A-1, these changes have not been implemented at this time. OHM has issued several Bulletins to the Contractor to obtain actual pricing. The SRF loan that will cover the cost of this project is a maximum of \$3.3 million which includes about \$200,000 in contingencies. The challenge is to prioritize and maximize the use of the contingencies throughout this project as well as earmark current available revenue in the Sewer Fund to cover items that maybe in excess of the contingency.

Staff is evaluating Sewer Fund Reserves from fiscal year 2011-12 through FY 2016-17 to determine how to cover necessary project changes that exceed the current contract and contingencies while maintaining a capital outlay reserve in the enterprise fund of 75%. As you can see from the Sewer Fund Reserve Worksheet, we are able to maintain a minimum reserve and potentially spend an additional \$100,000 from FY 2012-13 and FY 2013-14.

Sewer Fund Reserves

Assuming Flat Future Consumption and 6% Rate Increases; Operating Cost Increases Per Rate Study

	Fund Balance at the End of FY 10-11	\$645,704	Actual		
Revenue	Rates	\$928,546	Unaudited		
Revenue	Tap Fees	\$134,384	Unaudited		
Revenue	Misc.	\$30,122	Unaudited		
Expense	Operating	(\$643,860)	Unaudited		
Expense	Capital Purchases	(\$23,896)	Unaudited		
Expense	Bond Payments	(\$279,526)	Unaudited		
	Balance at the End of FY 11-12	\$791,474	Estimate		123% of operating
2012-2013					
Revenue	Rates	\$984,259		Budget (increased due to unbudgeted consumption increase)	
Revenue	Tap Fees	\$63,000		Budget (increased to reflect 1/3 of Wellness Center taps)	
Revenue	Misc.	\$11,000	Budget		
Expense	Operating	(\$650,800)	Budget		
Expense	Capital Purchases	(\$55,000)	Budget		
Expense	Purchase of Canter Property	(\$79,000)			
Expense	Potential Additional Sludge Project Expense	(\$100,000)			
Expense	Bond Payments	(\$288,500)	Budget		
	Balance at the End of FY 12-13	\$676,433	Estimate		104% of operating
2013-2014					
Revenue	Rates	\$1,043,315	Estimate		
Revenue	Tap Fees	\$56,800	Estimate		
Revenue	Misc.	\$11,000	Estimate		
Expense	Operating	(\$665,361)	Estimate		
Expense	Capital Purchases	(\$45,000)	Estimate		
Expense	Potential Additional Sludge Project Expense	(\$100,000)			
Expense	Bond Payments	(\$355,898)	Estimate		
	Balance at the End of FY 13-14	\$621,289	Estimate		93% of operating
2014-2015					
Revenue	Rates	\$1,105,913	Estimate		
Revenue	Tap Fees	\$56,800	Estimate		
Revenue	Misc.	\$11,000	Estimate		
Expense	Operating	(\$682,257)	Estimate		
Expense	Capital Purchases	(\$45,000)	Estimate		
Expense	Bond Payments	(\$477,196)	Estimate		
	Balance at the End of FY 14-15	\$590,549	Estimate		87% of operating
2015-2016					
Revenue	Rates	\$1,172,268	Estimate		
Revenue	Tap Fees	\$25,000	Estimate		
Revenue	Misc.	\$11,000	Estimate		
Expense	Operating	(\$699,616)	Estimate		
Expense	Capital Purchases	(\$45,000)	Estimate		
Expense	Bond Payments	(\$481,773)	Estimate		
	Balance at the End of FY 15-16	\$572,428	Estimate		82% of operating
2016-2017					
Revenue	Rates	\$1,242,604	Estimate		
Revenue	Tap Fees	\$25,000	Estimate		
Revenue	Misc.	\$11,000	Estimate		
Expense	Operating	(\$717,450)	Estimate		
Expense	Capital Purchases	(\$45,000)	Estimate		
Expense	Bond Payments	(\$480,083)	Estimate		
	Balance at the End of FY 16-17	\$608,500	Estimate		85% of operating

Dexter Sludge Handling Upgrades Meeting Notes

September 26, 2012, 9:30 AM, at the Village Offices

October 1 Summary of Discussion/Decisions

October 12 Updated Discussion/Decisions

Attendees:

Village: Donna Dettling, Dan Schlaff

OHM: Rhett Gronevelt, Sherri Wright

Tetra-Tech: Tom Allbaugh

F & V: Rich Grant, Blair Selover (9/26 meeting)

- Desired Outcomes:
1. Review F/V Comments
 2. Decide on each item (No Action, Incorporate, Further Evaluation)
 3. Discuss If Additional Comments are expected, process.

September 18 meeting was a presentation of comments from F & V in regards to the proposed Sludge Handling Upgrade project. As a result of the discussion, the following items were noted for either further consideration, or incorporation into the project plans.

AGEDNA

- I. The following items are considered crucial design issues raised by F/V that are being incorporated into the project:
 - Evaluate & Revise Raw Sludge waste piping to avoid gas-locking, possible U/G re-route.
 - **This revision is recommended and a proposal request will be issued to complete this work. The pipe routing needs to be detailed and a plan and elevation prepared for the revised routing. Approximate cost for this modification is \$10,000.**
 - Proposal Request A, Item #1 quote 10/4/12 - \$19,058 – Decision to proceed, OHM to issue Change Order
- II. The following items are related to F&V Comments about Mixing in the Sludge Storage and Gasholder Tank during shutdown of Primary Digester. (*Need to discuss rational to provide heating, mixing, transfer capability to and from the Sludge Storage and Gasholder Tank during maintenance or emergency conditions. The frequency and duration should be considered.*)
 - Add Nozzle on influent discharge to Sludge Storage and Gasholder Tank (Secondary Digester) to facilitate tangential mixing. (Sheet P9 and P13)

A-1



- The installation appears to be feasible. OHM to confirm it will clear skirt for floating cover. Intention is to use 45 deg bend. This change will be incorporated into the project.
 - Included in Proposal Request B, expect response 10/16
- Add a 6-inch line between the two Sludge Mixing Pumps on the pump discharge header and route northerly to the 6-inch Sludge Storage and Gasholder influent feed. Provide isolation valve on this line also. This feature would increase the mixing capacity to the Sludge Storage and Gasholder Tank when it is needed for Primary Digester maintenance.
 - A Proposal Request will be issued to the contractor to obtain a price for this modification. Approximate cost for the piping and valve is \$10,000.
 - Proposal Request A, Item #2 quote 10/4/12 - \$8,258.00, further discussion on benefits versus value. OHM/TTMPS to assist Dan with additional operator input.
- Add 6-inch line and valve from the Sludge and Gasholder Tank effluent line to the Sludge Mixing Pumps suction header. Replace the existing 6-inch easterly elbow with a tee. This feature would increase the mixing capacity to the Sludge Storage and Gasholder Tank when it is needed for Primary Digester maintenance.
 - A Proposal Request will be issued to the contractor to obtain a price for this modification. Approximate cost for the piping and valve is \$8,000.
 - Included in Proposal Request A, Item #3 quote 10/4/12 - \$7,218, further discussion on benefits versus value. OHM/TTMPS to assist Dan with additional operator input.
- Addition of a pipe to feed effluent from the Raw Sludge Pumps to the Sludge Storage and Gasholder (Secondary) Tank. There may be a means to do this in the temporary construction sequence as that temporary line is required; however, look at making this a permanent option and use ductile iron pipe.
 - After discussion, it was decided that it would be preferred to have the ability to pump raw sludge with the Raw Sludge pumps, directly to the Sludge Storage and Gasholder (Secondary) Tank as a backup unit to the Primary Digester. This requires a permanently installed line from the Raw Sludge Pumps to the Sludge Storage and Gasholder (Secondary) Tank. OHM to prepare revision to plans and Proposal Request to contractor for this revision. Approximate cost to for this pipework would be \$15,000.
 - Included in Proposal Request B, expect response 10/16. Group further reviewed the flexibility of the system to fill the Secondary Tank with the Mixing Pumps. While this may be a nice option, it is not necessarily needed. Will be further discussed with final cost proposal.

A-2

A-3

B-2

III. The following items are related to F&V Comments about scum and/or foam within the primary digester. *(Need to discuss the overall concern for possible foam/scum buildup in the primary digester and the measures incorporated into the design to address the potential)*

- Add "Scum Buster" nozzle that would direct flow downward and inward into the scum layer to break up the sludge in the Primary Digester Tank. The existing decant lines that were proposed to be abandoned and plugged may be retrofitted for this purpose.

B-3

- A Proposal Request will be issued to the contractor to obtain a price for this modification. Approximate cost for the piping and valve is \$7,000.
- Included in Proposal Request B, expect response 10/16. Recommended.

- Add "Foam Buster" nozzle(s) to the Primary Digester tank. These nozzles would be located at the top of the digester to breakup foam.

B-4

- A Proposal Request will be issued to the contractor to obtain a price for this modification. Approximate cost for the piping and valve is \$8,000.
- Included in Proposal Request B, expect response 10/16. Recommended.

- Addition of variable frequency drives to Raw Sludge Pumps. (Sheet P-9, E-3)

- Ten State Standards require that sludge lines be a minimum 6-inch diameter (Paragraph 87.2). Even at 150 gpm the velocity is less than desirable (1.7 fps). Design intention is to use SCADA controls to allow the Village to fine tune the volume feed to the digester, both over 24 hours and at each cycle. We recommend that no revisions to the raw sludge pumps be completed. Approximate cost to add variable frequency drives to these pumps is \$20,000. VFDs on these pumps will not be installed at this time.

- Addition of variable frequency drives to Sludge Mixing Pumps. (Sheet P-9, E-3)

- This item was discussed at length. F/V experience, with the proposed mixing system, has proven that VFDs to assist with the control of foam build-up in the digester would be beneficial. It was decided to incorporate these into the project. OHM will issue Proposal Request to the contractor. The approximate cost to add variable frequency drives to these pumps is \$20,000.

B-5

- Included in Proposal Request B, expect response 10/16. Recommended.

- Evaluate options to raise the overall height of the Primary Digester Cover approximately 2-feet. This would provide additional headspace for foam buildup. (Sheet P-13)

- The proposed Primary Digester cover provides 3'-0" of freeboard from the normal operating level in the Primary Digester to the top of the concrete wall. Additionally, the fixed beam cover has a vertical rise of 2'-0 5/16" from the top of the wall to the bottom of the center ring, thus providing a vertical height of approximately 5'-0" freeboard at the gas drawoff point. It was decided to not increase the height of the cover. However, through the submittals for the cover, OHM/TT will maximize height of gas dome and vacuum/pressure relief valves collection elevation on the top of the cover.

- Evaluate increasing the diameters/arrangement of the overflow and effluent lines from the Primary Digester Outlet Box. Suggest 10 or 12-inch diameter based on weir calculation for flow.

- The design of the Outlet box was discussed at length, particularly the ability of the system to pass foam that may enter. It was decided that:

B-6

- An elbow flare would be added to the inlet (pointed upward) to help reduce chance of foam entering. \$1,500
- Included in Proposal Request B, expect response 10/16.
- OHM would evaluate larger diameter overflow pipe, as this would be the expected path of foam.

D

- This item has been evaluated and the pipe will be enlarged to 12-inch diameter. Since the corbels will be extended there will be no interference with the installation of a larger diameter pipe. Proposal request D will be issued to include this revision. Approximate cost \$5,000.
- OHM/TT would evaluate possibility of adding small low-flow spray for overflow pipe to help pass foam.
- This item has been evaluated and we would recommend against a permanently piped sprayer system in the overflow box. A hose bib and reel reasonably accessible would fill the need without adversely affect the Sludge Storage volume. Verified with the Village that one is reasonably accessible.

- Primary Clarifier/Sludge Pit - Identify elevation of 6-inch decant line from Digester Building that is shown on D2 and P4. Will this line allow for gravity draining from the Primary Digester Outlet Box to the Primary Screw Pump Pit?
 - Yes, this line drains by gravity from the Primary Digester Outlet Box to the Primary Screw Pump Well. The centerline elevation of the 837.25. No revisions to this process are needed.
- Consider the addition of a Foam separator/Spray Tank (Varec, SJ, equal) to gas piping system.
 - TT still evaluating this suggestion.
 - This device is not recommended (See TT 10-10-12 memo)

IV. The following items relate to the Gas Handling system, and have been reviewed with Tetra-tech

- Evaluate gas piping liquid accumulation
 - Slope pipe from Primary Digester back to tank.
 - TT to consider options to revise gas pipe from secondary tank.
- Boiler proposal – revisit evaluation, and consider Parker indirect-fired, dual fuel
 - TT to further evaluate proposed Parker Boiler
 - Separate TT memo of 10/10 discusses this, Parker Boiler is not recommended. Still prefer original design for dual-boiler system. Second DG Boiler included in Proposal Request C
- Consider less expensive piping material (PVC Schedule 80)
 - TT believes PVC Schedule 80 pipe is not allowed per fuel code due to potential for pipe damage upon impact and is preferred. Decision to remain with Stainless Steel pipe.

B-7

- Evaluate need for Dryer, consider heat taping to raise temp
 - TT to further evaluate
 - Separate TT memo of 10/10 discusses this. Gas Dryer still recommended.

- V. The following were categorized as Operational/Maintenance comments, or other miscellaneous comments that we need to discuss with the owner.
 - Eliminate the tee on the influent line on the Sludge Storage and Gasholder Tank to facilitate rodding of the line. (Sheet P-7 and P-13)
 - The proposed 6-inch line is an open ended 6-inch tee; no blind flange is provided at the end. The branch of the tee is being used for support and although sludge may fill up the branch it will not interfere with rodding out the line. No changes will be made.

 - Evaluate options to revise the corbel and the Sludge Storage and Gasholder Cover skirt height to effectively raise the headroom in the tank when the cover is in the low position. This would be for maintenance access to the tank. (Sheet P-13)
 - The proposed side skirt for the cover is 8'-6" per WesTech the cover manufacturer. The cover's ballast, located at the bottom of the side skirt, will project into the tanks and occupy the perimeter. In the empty position the proposed skirt height would provide sufficient headroom for maintenance. F/V further clarified need to access rollers and guide in low position. This requires raising corbels or adding legs to cover. Discussed consequences of raising cover and breaking liquid/gas seal. Decision to raise to provide 3' clearance at edge. OHM to issued Proposal Request.
 - Included in Proposal Request B, expect response 10/16 ~~\$~~3,500

 - Confirm elevation of sludge suction line to the Primary Digester (El 833.85?). Verify that the potential for gas locking is not present. (Sheet P-9 and P-11)
 - The existing sludge suction feed line from the primary digester drawoff sump to the mixing pumps is at a constant elevation of 833.84 (field measured). No potential for gas locking is present for this line or the Sludge Mixing Pumps. No modifications are required.

 - Add valve to isolate Sludge Storage and Gasholder Tank; may need to be a knife gate valve due to space constraints. (Sheet P-9, P-11)
 - The design incorporates two valves that isolate the tank, PV-8 and PV-49. With the addition of the suction line from the Sludge Storage and Gasholder an additional valve would be required. A Proposal Request will be issued to the contractor to obtain a price for this modification. Approximate cost for this modification is \$3,000.
 - Included in Proposal Request A, Item #3 quote 10/4/12 - \$7,218.00

 - Review orientation and materials for 2-inch truck loading station drain line. (Sheet P-9 and P-11)

 - Materials for this piping and valve are PVC and suitable for use with digested sludge. The operating procedure for this system was upon completion of emptying the tank to

approximately an elevation of 838.50, valves PV-18 and PV-49 would be closed, a hose connected to the threaded tee and the 2-inch valve opened to drain the 6-inch truck loading fill line. The hose could be routed to the sump pump and then disconnected when draining is finished. The 2-inch line and the 2-inch valve would be opened equalizing the levels in the 2-inch and 6-inch pipes and the 2-inch line would function as a vent intake to evacuate the line. Since this option was requested by the Village modifications; we will discuss with staff and determine if there is a better method to drain the line. We anticipate that there will be little credit for deleting this line and marginal expense for revising the design. Decision made to leave design as-is, no change.

- Review efficiency of Sludge Mixing Pumps. F & V suggested preference is to have pump efficiency greater than 55% to avoid operational issues. (Sheet P-9)
 - It appears from the pump curves that the pump is rated for efficiency greater than 55% and each pump is provided with an air relief valve as part of the pump casing to vent gas from the pump during startup. Discussed, and no change is proposed. Additionally, OHM will verify this during the shop submittal process.
- Review classification of Building space per NFPA820
 - OHM/TT reviewed classification and protection with Village. No modification is proposed.

VI. Additional items under consideration for cost-savings

- a. OHM requested SME review the proposed Auger Cast Pile system and discuss with subcontractor. We believe there is a reasonable savings (\$10,000) in the use of an alternative "Helical Pier" system. Received initial response from, AZ Shimina on 10/12, and we are still negotiating. ~~\$(8,000)~~
- b. Mechanical contractor has approached OHM about alternative valve substitution using Milliken plug valves in lieu of DeZurick/Valmatic valves specified. The mechanical contractor indicated that may offer some credit. Awaiting documentation on proposed valve and credit. ~~\$(10,000)~~

E

F

Dexter Sludge Handling System Project

0130-11-0071

October 12, 20120

Post-Bid project changes



Proposal Request	Description	Estimated Cost	Prop Cost	Comments
A-1	Revise Raw Sludge Waste Pipe		\$ 19,058.00	Proceed, 10/12/2012
A-2	Add 6" line between Mixing Pumps		\$ 8,258.00	Under Review
A-3	Add 6" line from Mixing Pumps to Secondary Tank		\$ 7,218.00	Under Review
B-1	45-deg bend to Sec Tank Discharge	\$ 1,000.00		
B-2	Add 6" line from Raw Sludge Pumps to Sec Tank	\$ 15,000.00		
B-3	Add "Scumbuster" Line/Nozzle	\$ 7,000.00		
B-4	Add "Foambuster" Line/Nozzle	\$ 8,000.00		
B-5	Add VFDs to Mixing Pumps	\$ 20,000.00		
B-6	Add Flared fitting to influent of Overflow Box	\$ 1,500.00		
B-7	Raise Corbels in Sec Tank	\$ 3,500.00		
C	Add 400mbh DG Boiler, delete dual-fuel option	\$ 80,000.00		
D	Increase Size of Overflow Pipe to 10 or 12 inch	\$ 5,000.00		
E	Revise Deep-Foundation System to Helical Pier		\$ (8,000.00)	Further negotiation w/Shmina
F	Revise Valves on Sludge Lines	\$ (10,000.00)		
Totals		\$ 131,000.00	\$ 26,534.00	



INTEROFFICE MEMORANDUM

TO:	Rhett Gronevelt
FROM:	Tom Allbaugh, Bill Kramer
DATE:	2012-10-10
SUBJECT:	Dexter WWTP Improvements Boiler Review

Background:

The Village received a third party recommendation to install a new Parker direct fired digester gas boiler for digester and building heating, and a foam separator in lieu of gas dryer for the digester gas treatment system. The existing 1400 MBH boiler at the Dexter WWTP developed a water leak in the combustion chamber and required the boiler to be shut down. The Village/OHM requested Tetra Tech to assist in evaluating alternatives for the boiler since the project to improve the heating system was recently awarded and construction is about to begin. A summary of the review and recommendations are below.

Existing Boiler rehab/replacement:

The existing fire tube hot water boiler developed a water leak in the fire box. This required the boiler to be shut down for inspection and repairs. The Village contracted W.J. O’Neil to evaluate the condition of the boiler and provide a cost estimate to repair. The initial evaluation identified a repairable leak in the firebox along with other miscellaneous repairs.

Our original assessment of the boiler system included five options. The option preferred by the Village and the design team on technical merits alone was to refurbish the existing boiler for natural gas use only and install a new dedicated digester gas boiler to carry the primary heating load. This option was not selected based upon cost considerations and the project was designed based upon refurbishing the existing boiler for use with either digester gas or natural gas.

The recent failure influences our earlier assessment of the current condition of the existing boiler. Based upon the recent inspection and analysis, the life expectancy of the existing boiler, if it is repaired, is relatively limited if it is in continuous use. At this juncture, we believe the Villages best alternatives are:

1. Repair the existing unit and continue to use it as the source of heat for the digesters and buildings recognizing that replacement will almost certainly be required within 5-10 years at most.
2. Repair the existing unit for intermittent use as a backup burning only natural gas and install a new smaller digester gas boiler (original option 2).
3. Remove the existing boiler and install a new digester gas boiler (digester gas load sized). The option of a new boiler in lieu of repairing the existing boiler will require a method of temporary heat until the new equipment can be procured and installed. The approximately delivery time for any new boiler would range from two to three months.

Below is additional discussion of the options.

Repair existing boiler. The existing boiler has been operating for approximately 12 years and a boiler of this type would normally have a life expectancy of 20 – 30 years. W.J. O’Neil has identified the cost to make the necessary repairs at approximately \$11,000. They also provide a cost to replace the lower pass boiler tubes at a cost of approximately \$6,000. It is estimated the initial repair should extend the life of the boiler three (3) to five

(5) years and replacing the tubes could extend the life another five (5) years or more. Note that there would be no formal warranty protection for the repaired unit.

The bid package for the Dexter WWTP Improvement included burner upgrades to allow the boiler to operate on natural gas or digester gas. With the recent fire box failure and shorter life expectancy, this upgrade would not be recommended. However, this boiler, once repaired, could provide heat for the digesters and buildings until a new boiler could be procured as a capital improvement in the relatively near future. Alternately, it could be repaired and used to burn natural gas only and strictly as a backup to a new dual fueled boiler for a relatively long time.

Tetra Tech recommends proceeding with the boiler repairs and planned analysis of the boiler tubes. It is recommended that a separate boiler be installed for digester gas (with a dual fuel burner so it could also burn natural gas as needed) as described below.

Install a 400 MBH Digester Gas Boiler (digester gas capacity). The second of five options explored during the design process was refurbishing the existing boiler to burn natural gas only and installing a separate, new dual fuel boiler sized for the digester gas load. This boiler would operate whenever there was a supply of digester gas. It would handle the digester heating load throughout the year and have capacity for the building heating system through most of the year. This option is still viable if the existing boiler is repaired as described above.

Tetra Tech recommends installing the digester boiler in lieu of upgrading the existing boiler's gas train to allow it to burn digester gas. We have prepared a scope of work and necessary specifications for dual fuel boiler installation for use in obtaining a quotation for this work from the Contractor. We anticipate the cost of this new boiler will be approximately \$80,000.

Parker Indirect Fire Boilers. Tetra Tech reviewed the suggested Parker Indirect Fire Boiler for this application at the Dexter WWTP. This boiler is available in dual fuel options. The Parker Indirect Boiler is a water tube boiler that utilizes a heat exchanger integral to the boiler. This heat exchanger allows the boiler to operate with a high return water temperature to prevent condensation in the boiler and separates the heating loop from the boiler loop. This separation protects the boiler from impurities in the hot water loop. Tetra Tech contacted Parker Boiler to discuss the application of the indirect fire tube boiler in the hot water loop at Dexter WWTP. The Parker representative indicated that the indirect boiler was not a good application for this boiler. The concerns with the boiler are:

- Maximum design temperature is 180 °F and the Dexter loop operates at the 190 °F.
- The boiler is designed for an inlet to outlet temperature differential of 40 °F, the existing system operates at approximately 17 °F.
- The boilers would need to be oversized to compensate for the difference in delta T across the boiler.
- The digester gas system would need to be evaluated for the greater instantaneous demand of the oversized boiler.

For reference, the estimated cost for a dual fire Parker indirect fired boiler is \$50,000. Tetra Tech does not recommend the use of the Parker indirect fire boiler. This boiler was not design for systems requiring 190 °F water for building heating loop. These boilers were designed for systems that require large temperature difference between the return and supply.

Temporary Boilers. Tech Tetra contacted a local supplier (Bull Dog Rental) to obtain a cost to rent a temporary boiler for the Dexter WWPT. The monthly cost for the Boiler is \$6,000. This does not include the cost for the City to provide an operator for the boiler and the chemical cost for the makeup water. There would also be some onetime cost associated with the installation and delivery. The delivery, pickup, commissioning and training fee is \$3,250. The estimated cost to connect the boiler piping system to the existing system is about \$7,000. Based on these costs, it is more economical to repair the existing boiler than to provide a temporary boiler.

Boiler Maintenance. Based on our review of the W.J. O'Neil's investigation of the boilers, it was noted that the hot water chemical treatment and cleaning of the boiler may have been neglected over the years. Proper chemical treatment protects the system for scaling and corrosion. The scaling and corrosion reduce the efficiency of the

system and shorten the life of the equipment. Flushing/cleaning the boiler will remove any solids that may have accumulated in the boiler. These particles accumulate in the boiler because the velocity of the water is slow and the particles settle out. This buildup of particles can reduce the heat transfer from the tubes to the water and cause hot spots on the boiler and thus shortening the life of that component.

Tetra Tech recommends that the Village contract with a Mechanical Contractor familiar with boiler maintenance and boiler water treatment for routine maintenance and chemical treatment of the hot water system. This action will protect the investment of the existing equipment and new equipment being installed.

Foam Separator:

It was suggested by the third party reviewer that a "Foam Separator" be added to the digester gas handling system to protect the meters, piping and appurtenances from being plugged or fouled by foam generated by the intense new digester mixing system. It was suggested that the Foam Separator could replace the proposed refrigerative gas dryer. The foam separator is designed to remove foam generated by the digester by spraying water over the gas stream as it enters the separator chamber. The water will breakdown the surface tension of the foam and creates a water mixture in the bottom of the separator. This mixture is removed using a trap to prevent gas leakage.

The system will use about 2 GPM (~2800 gal/day) of water continuously to remove the foam. The cool water over the gas does provide a minimal amount of cooling but the gas stream would be saturated with water. Adding heat to the gas by means of heat tape would increase the temperature slightly but not a significant amount to prevent the moisture from condensing out as it travels through the gas system and gas train on the boiler. The gas dryer would be required to remove the moisture from the gas stream to protect the boiler gas train and the boiler.

Since we last met, we have discussed the foam separator technology with two manufacturers of digester gas safety equipment, and also discussed the foam buster and scum buster technologies that were recommended with factory representatives from Vaughn, the manufacturer of the proposed digester mixing system. Based upon these discussions we recommend the following:

- The Vaughn system should be modified to include their foam and scum suppression nozzles.
- The Vaughn mixing pumps should be equipped with variable frequency drives.
- The digester gas handling system as designed should provide adequate protection against foam intrusion without the addition of a foam separator. This type of device would certainly provide a degree of additional protection, but the costs to purchase and install it, including the addition of a service water supply and floor drain to carry away the water used to suppress the foam could be \$50,000-\$60,000 or more. This plus the on-going cost of water seems to outweigh the risks posed by potential foam intrusion.

Recommendation:

We recommend that Dexter repair the existing boiler as recommended by W.J. O'Neil and install a 400 MBH dual fuel boiler to provide a margin redundancy to the heating system. With these changes, the burner upgrades on the existing boiler would not be required.

We also recommend modifying the Vaughn system as described above, but not adding a foam separator to the digester gas system.

AGENDA 10-22-12
ITEM 6-6

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: October 15, 2012
Re: Discussion of: FY 12-13 Local Street Project

During the FY 12-13 budget process Council decided to earmark \$200,000 in local streets for an undefined road project. As we move into the winter months, it is approaching the ideal time to begin design on a project if we expect to construct it in spring 2013.

According to the PASER rating, the streets currently ranked as a 3 or lower are:

- Dover from Main to 2nd
- Edison from Main to 2nd
- Inverness from Main to the end past 2nd
- Hudson from 2nd to Cottonwood and from Baker to Grand
- Grand from Baker to Inverness
- 3rd from Central to Broad
- 5th from Edison to Dover

It is likely that a reconstruction or significant rehabilitation will be necessary on the above roads due to their condition. These funds are also eligible to be used for preventative maintenance, resurfacing, sidewalk or stormwater management projects. The streets and sidewalk CIP summary sheets are provided for your review.

Village of Dexter CIP FY 2012-2017
Project and Fund Summary

1

PROJECT #
Priority-
Section-Year

PROJECT NAME
SIDEWALKS AND WALKABILITY

TOTAL ESTIMATED
EXPENDITURES
(thousands)

UNDECIDE
D

BEYOND
FY 17

5th Year
FY 16-17

4th Year
FY 15-16

3rd Year
FY 14-15

2nd Year
FY 13-14

1st Year
FY 12-13

FUNDING SOURCES

PROJECT # Priority- Section-Year	PROJECT NAME	FUNDING SOURCES	1st Year FY 12-13	2nd Year FY 13-14	3rd Year FY 14-15	4th Year FY 15-16	5th Year FY 16-17	BEYOND FY 17	UNDECIDE D	TOTAL ESTIMATED EXPENDITURES (thousands)
01-3.0-2009	Annual Sidewalk Repair and Replace	General/Street Fund	10	10	10	10	10	10		60
02-3.0-2009	Sidewalk Minor Repairs	General/Street Fund	10	10	10	10	10	10		60
03-3.0-2012	Main Street Walkway Curb	General/Street Fund	10							10
04-3.0-2012	Baker Road New Sidewalk Installation	General/Street Fund	14							14
05-3.0-2012	Dan Hoey Road New Sidewalk Installation	General/Street Fund	19							19
06-3.0-2010	Crosswalk Improvements (non-downtown)	General/Street Fund	10	10	10	10	10	10		60
07-3.0-2011	Lexington-Dan Hoey Crosswalk	Street Fund			15					15
08-3.0-2012	Grand Street New Sidewalk Installation	General/Street Fund		38						38
09-3.0-2004	Edison Street New Sidewalk Installation(North)	General/Street Fund			45					45
10-3.0-2004	Second Street New Sidewalk Installation	General/Street Fund				60				60
11-3.0-2004	Fifth Street New Sidewalk Installation	General/Street Fund					15			15
12-3.0-2004	Fourth Street New Sidewalk Installation	General/Street Fund					19			19
13-3.0-2004	Hudson Street New Sidewalk Installation	General/Street Fund						33		33
14-3.0-2004	Forest Street New Sidewalk Installation	General/Street Fund							38	38
15-3.0-2006	Meadowview Drive New Sidewalk Installation	General/Street Fund						10		10
16-3.0-2004	Inverness Street New Sidewalk Installation	General/Street Fund							30	30
17-3.0-2004	Edison Street New Sidewalk Installation(South)	General/Street Fund							30	30

Village of Dexter CIP FY 2012-2017
Project and Fund Summary

PROJECT #
(Priority-
Section-Year)

PROJECT NAME
STREETS AND ALLEYS

FUNDING SOURCES
1st Year FY 12-13 2nd Year FY 13-14 3rd Year FY 14-15 4th Year FY 15-16 5th Year FY 16-17 BEYOND FY 17 UNDECIDE D

TOTAL ESTIMATED EXPENDITURES (thousands)

PROJECT # (Priority- Section-Year)	PROJECT NAME	FUNDING SOURCES	1st Year FY 12-13	2nd Year FY 13-14	3rd Year FY 14-15	4th Year FY 15-16	5th Year FY 16-17	BEYOND FY 17	UNDECIDE D	TOTAL ESTIMATED EXPENDITURES (thousands)
01-6.0-2012	DPW Access Driveway	Street Fund			90					90
02-6.0-2008	RoadSoft Maintenance-Crack Sealing, Etc.	Street Fund	10	10	10	10	10	10		60
03-6.0-2004	Central Street Streetscape	TOTAL	0	0	1320			0		1320
		Street Fund			400					400
		*DDA			0					0
		Federal Aid STP			920					920
04-6.0-2012	Baker Road Resurfacing/Ped. Improvements	TOTAL						550		550
		Federal Aid STP						400		400
		Street Fund						100		100
		Dexter Schools						50		50
05-6.0-2012	Ann Arbor Street Resurfacing	TOTAL						325		325
		Federal Aid STP						260		260
		Street Fund						65		65
06-6.0-2000	Huron Street Reconstruction	Street Fund		200						200
07-6.0-2009	Alley Maintenance	Street Fund	10	10	10	10	10	10		60
08-6.0-2010	Alley Project (Baker & Hudson/Forest & Grand)	Street Fund		60						60
09-6.0-2012	DBRP Street Resurfacing	Street Fund		400						400
10-6.0-2000	Edison Street Resurfacing	Street Fund			375					375
11-6.0-2000	Inverness Street Resurfacing	Street Fund				250				250
12-6.0-2010	Alley Project (Inverness & Hudson/Forest & Grand)	Street Fund			10					10
13-6.0-2000	Dover Street Resurfacing	Street Fund					280			280
14-6.0-2000	Fourth Street Resurfacing	Street Fund						300		300
15-6.0-2000	Forest Street Resurfacing	Street Fund						300		300
16-6.0-2000	Grand Street Resurfacing	Street Fund						275		275
17-6.0-2010	Alley Project (Baker & Broad/Forest and Grand)	Street Fund				50				50
18-6.0-2000	Fifth Street and Alpine Street Resurfacing	Street Fund						200		200
19-6.0-2000	Second Street Resurfacing	Street Fund						300		300
20-6.0-2000	Hudson Street Resurfacing	Street Fund						300		300
21-6.0-2000	Broad Street Resurfacing	Street Fund						200		200
22-6.0-2010	Street Sign Replacement	Street Fund		5	5	5	5	10		30

VILLAGE OF DEXTER

cnicholls@villageofdexter.org

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

MEMO

To: Council Members
From: President Keough and Courtney Nicholls, Assistaunt Village Manager
Date: October 15, 2012
Re: Consideration of: Consensus on Concerns with Regional Fire Interlocal Agreement

At the recent Regional Fire Committee meetings the discussion has centered around the need for each of the four governing bodies to provide general consensus on their concerns regarding the interlocal agreement. The Committee has heard individual feedback from several Board members; however, until each municipality provides clear direction from the board as a whole on what it will take to move the agreement forward, it is increasingly difficult for the Committee conversations to be productive.

At the October Committee meeting, Dexter Township Supervisor Pat Kelly stated that based on a discussion (but not a formal vote) at their recent special meeting, representation and the name are the two major items that need to be addressed before the agreement could move forward in Dexter Township. The Dexter Township Board believes the representation should be two members from each community with a rotating at-large member selected by the other Board members. The Board also feels that the name should contain the word Dexter.

The purpose of this consideration item is to provide this type of feedback to the Committee on behalf of our entire Board.

Attached for your review is the most current copy of the interlocal agreement.

INTERLOCAL AGREEMENT

CREATING THE

WASHTENAW FIRE 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

SCIO 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.

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.

(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 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.

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

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

(g). “Dexter Area Fire Department” or “DAFD” means the public body corporate and established under an interlocal agreement, as amended, which was originally entered into under the Act on March 26, 1985, by the authorized representatives of the Village of Dexter, Dexter Township, Scio Township, Webster Township, and the Township of Lima, Washtenaw County, Michigan.

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

(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.

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

(i). The Agreement is approved and entered into by the governing body of Dexter Township.

(ii). The Agreement is approved and entered into by the governing body of Scio Township.

(iii). The Agreement is approved and entered into by the governing body of Webster Township.

(iv). The Agreement is approved and entered into by the governing body of the Village.

(v). The Agreement is approved by the Governor under Section 10 of the Act.

(vi). The Agreement is filed with the county clerk of Washtenaw County, Michigan.

(vii). The Agreement is filed with the Secretary of State of the State.

(k). "Fire Board" means the governing body of the Department described in Section 4.01 of this Agreement.

(l). "Fire Chief" means the chief executive officer of the Department selected under Section 4.13 of this Agreement.

(m). "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). "OMA" means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

(o). "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). "Party" means a township or Village that has approved this Agreement and that has not withdrawn from this Agreement.

(q). "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). "Public Agency" means that term as defined under Section 2(e) of the Act.

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

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

(u). "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). "Scio Township" means the Township of Scio, Washtenaw County, Michigan, a Michigan general law township.

(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.

(x). "State" means the State of Michigan.

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

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

(aa). "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.

ARTICLE III
CREATION OF
WASHTENAW FIRE AND 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 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. The initial appointments shall be made within 60 days after the Effective Date. For the initial appointments, the governing body of each Party shall appoint 1 individual for a term of 2 years and 1 individual for a term of 4 years, and the Largest Party shall appoint a third individual for a term of 1 year. After the initial appointments, individuals shall be appointed to the Fire Board as Representatives for a term of 4 years, except for the third individual appointed by the Largest Party, who shall be appointed for a term of 1 year. A Representative shall continue to serve until a successor is appointed and qualified. The governing body of each Party shall appoint a successor within 30 days after the expiration of each Representative’s term.

Section 4.03. Representative Qualifications. Each Representative shall be a qualified elector residing within the territorial boundaries of the Party appointing the Representative. A Representative shall not be an employee of an Emergency Services entity of any Party at the time the duties of the entity are transferred to or assumed by the Department. A Representative shall not be an employee of the Department.

Section 4.04. 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 4.06. 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 4.07. 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 4.08. Officer Absences. In the event of an absence or inability of any officer of the Fire Board to perform the duties of his or her position as an officer, the Fire Board may designate another Representative to temporarily assume the duties of the officer position as an acting officer. But, in the event of the absence or inability of the Chairperson to perform his or her duties as Chairperson, the Vice-Chairperson shall serve as the acting Chairperson.

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. 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 4.10. 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, except as otherwise provided in this Agreement. When a quorum is present, the Fire Board may act only by a majority vote of the Representatives serving at the time of the vote, including any Alternate Representatives acting on behalf of a Representative. Each Representative or Alternate Representative shall have 1 vote. Representatives and Alternate Representatives shall not engage in proxy voting.

Section 4.11. Ethics and Conflicts of Interest. The Fire Board shall adopt ethics policies governing the conduct of Representatives, Alternate Representatives, and 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, 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 4.12. 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 4.13. 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 4.14. 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 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 4.14. 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.

Section 4.15. 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 Secretary.

ARTICLE V

POWERS OF THE DEPARTMENT

Section 5.01. Common and Shared Powers. The enumeration of a power, privilege, or authority in this Agreement shall not be construed as limiting the powers, privileges, or authorities of the Department. In carrying out its purposes, the Department may perform, or perform with any Person, as applicable, any power, privilege, or authority relating to Emergency Services or Related Emergency Health and Safety Services that the Parties share in common and that each might exercise separately to the fullest extent permitted by the Act, including, but not limited to, all of the following:

- (a). Establishing, maintaining, organizing, or regulating a fire department.
- (b). Preventing and extinguishing fires.
- (c). Purchasing and providing suitable vehicles and equipment for the extinguishment of fires.
- (d). Erecting and maintaining buildings for the keeping of vehicles and equipment.
- (e). Employing fire fighters, fire safety inspectors, and other personnel.
- (f). Operating or furnishing ambulance and inhalator services, including, but not limited to, emergency medical services and rescue and ambulance services.
- (g). Adopting rules or regulations governing the internal administration and functioning of the Department.
- (h). Enforcing ordinances and regulations for fire protection, for fire safety, to prevent fires, to suppress fires, or to provide for the storage and handling of combustible, explosive, or other hazardous substances.
- (i). Collecting fees for the provision of Emergency Services.
- (j). Investigating Emergency Services requirements, needs, and programs within or without the Service Area of the Department and cooperating with appropriate governmental authorities regarding the investigations.
- (k). Entering into mutual aid or reciprocal aid agreements or compacts.
- (l). Entering into interlocal agreements with other municipalities pursuant to the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
- (m). Exercising the authority of a township and a village under the Fire Prevention Code, 1941 PA 207, MCL 29.1 to 29.33, 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 debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties.
- (f). Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under the Act.
- (g). Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further the purposes of the Department.
- (h). Form other entities necessary to further the purposes of this Agreement.
- (i). Sue and be sued in the name of the Department.

Section 5.03. Additional Powers Under the Act. The Department also shall have the power, consistent with Section 5 of the Act, to do all of the following:

- (a). Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans.
- (b). Promulgate necessary rules and provide for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement.
- (c). Determine the manner in which purchases shall be made and contracts entered into by the Department.
- (d). Acquire, own, hold, operate, maintain, lease, or sell real or personal property.
- (e). Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Department may apply for and accept grants, assistance funds, loans, or contributions from any source. Gifts, grants, assistance funds, or bequests accepted by the Department shall become the property of the Department upon acceptance, except as otherwise agreed by the Department and the grantor. The Department may do anything within its power to secure the grants, loans, or other contributions, including, but not limited to, maintaining separate segregated funds for gifts, grants, assistance funds, or bequests.

(f). Make claims for federal or state aid payable to a Party on account of the execution of this Agreement, with the written consent of the Party.

(g). Determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against the liabilities.

(h). Adjudicate disputes or disagreements, the effects of failure of the Parties to pay their shares of the costs and expenses agreed to by the Parties, and the rights of the other Parties.

(i). Engage auditors to perform independent audits of the financial statements of the Department.

(j). Invest surplus funds or proceeds of grants, gifts, assistance funds, or bequests consistent with an investment policy adopted by the Fire Board.

Section 5.04. Ordinances. To the extent permitted under state law, the Fire Board may adopt ordinances and regulations for fire protection, for fire safety, to prevent fires, to suppress fires, or to provide for the storage and handling of combustible, explosive, or other hazardous substances within the Service Area. Alternatively, the Fire Board may recommend for adoption by the governing bodies of each of the Parties ordinances and regulations for fire protection, for fire safety, to prevent fires, to suppress fires, or to provide for the storage and handling of combustible, explosive, or other hazardous substances.

Section 5.05. Service Fees. To the extent permitted under state law, the Fire Board may adopt an ordinance authorizing the imposition and collection of fees for the provision of Emergency Services. Alternatively, the Fire Board may recommend for adoption by the governing bodies of each of the Parties ordinances authorizing the imposition and collection of fees for the provision of Emergency Services.

Section 5.06. Contracts with Public Agencies. The Department may enter into a contract for Emergency Services to be provided by the Department to any other Public Agency. The fees and charges for services provided in the contract shall not be required to be the same as the fees and charges incurred by a Party for comparable services under this Agreement. Charges and fees specified in a contract shall be subject to increase by the Department, as necessary, in order to provide funds to meet the obligations of the Department. The Department also may enter into a contract for Emergency Services to be provided to the Department by any other Public Agency.

Section 5.07. Tax Limitation. The Department shall not levy any type of tax within the boundaries of any Party. Nothing in this Agreement, however, prevents the Parties from levying taxes and assigning the revenue from the taxes to the Department, 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. 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. After the Effective Date, the Department may enter into additional agreements with the DAFD or DAFD Participants or execute documents as necessary to 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 and should be updated every year. Existing facilities shall be the basis of the formulation of the Plan. 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 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. 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 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. **Population:** 30% of each Party's financial contribution shall be allocated among the Parties based on the population of each Party's portion of the Service Area in proportion to the total population of all of the total Service Area of the Department, according to the most recent United States Census Bureau Report, as updated bi-annually by the Southeast Michigan Council of Governments.
- b. **SEV:** 30% of each Party's financial contribution shall be allocated among the Parties based on the SEV of each Party's portion of the Service Area in proportion to the total SEV of all total Service Area of the Department. Property in a village shall not be included in the SEV of a township for purposes of this paragraph.
- c. **Historical Usage:** 40% of each Party's financial contribution shall be allocated among the Parties based on the number of Department Runs performed in each Party's portion of the Service Area in proportion to the total number of Department Runs performed in the total Service Area of the Department, as determined using the most recently completed three calendar years of report data. However, the actual number of Department Runs for Scio Township in the 3 preceding years shall be increased by 25% to account for the difference in the service level between Scio Township Fire Department (Level 2) and the Department (Level 1A). This adjustment shall only be made to the data for the calendar years prior to the Effective Date.

In applying the cost-weighted formula under this section, the sum of the calculations for population, SEV, and historical usage must equal 100% and the overall percentage cost allocations for each of the Parties must together equal 100%. An example of an application of the cost-weighted formula is attached as Exhibit E

Section 7.09. Payment of Financial Contribution. Each Party shall pay to the Department not less than 1/12th of its total financial contribution calculated under Section 7.08 for each Fiscal Year on the first day of each month of the Fiscal Year.

ARTICLE VIII

TERM AND TERMINATION

Section 8.01. Term. This Agreement and the Department shall commence on the Effective Date and continue for an initial term of 15 years. After the initial term, the Agreement is extended in 10-year increments unless not extended by joint action of all of the Parties. 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 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 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 Party's signatory to this Agreement, or his or her successor. All correspondence shall be considered delivered to a Party as of the date that the notice is deposited with sufficient postage with the United States Postal Service. A notice of withdrawal shall be sent via certified mail to the address included with each Party's signature to this Agreement.

Section 9.05. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 9.06. Severability of Provisions. If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances and to the remaining Parties is not affected but will be enforced to the extent permitted by law, it being the intent of the remaining Parties to continue to agree to the substantive provisions of this Agreement and to implement the Agreement.

Section 9.07. Governing Law. This Agreement is made and entered into in this State and shall in all respects be interpreted, enforced, and governed under State law without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

Section 9.08. Resolution of Disputes. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach of this Agreement, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their

mutual interests, attempt to reach a just and equitable solution satisfactory to the Parties. If the Parties do not reach a solution within 90 days, then, upon notice by a Party to the other Parties, all disputes, claims, questions, or differences shall, upon mutual agreement of the Parties, be finally settled by arbitration administered by the American Arbitration Association in accordance with the Association's policies and procedures. Any arbitration award shall be final and may be enforced by an order of the Washtenaw County Circuit Court. Each Party shall pay its proportionate share of the costs of arbitration and all of their respective legal and professional fees, regardless of outcome. Arbitration under this clause is optional. Disputes not submitted to arbitration or otherwise resolved by the Parties shall be submitted to the courts of the State in Washtenaw County.

Section 9.09. Amendment. This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties. Any agreement or contract among the Parties that is inconsistent with this Agreement shall be adopted as an amendment to the Agreement and be approved as provided in the Act by the governing bodies of the Parties and by the Governor prior to becoming effective. Any amendment to allow the participation in the Department by another Public Agency as a Party will be completed in a manner consistent with the Act.

Section 9.10. Effective Date. This Agreement is effective on the Effective Date.

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

DEXTER TOWNSHIP

Dated: _____

By: _____

Pat A. Kelly,
Township Supervisor

Address: 6880 Dexter-Pinckney Rd.
Dexter, MI 48130

VILLAGE OF DEXTER

Dated: _____

By: _____

Shawn W. Keough,
Village Council President

Address: 8140 Main St.
Dexter, MI 48130

SCIO TOWNSHIP

Dated: _____

By: _____
E. Spaulding Clark,
Township Supervisor

Address: 827 N. Zeeb Rd.
Ann Arbor, MI 48103

WEBSTER TOWNSHIP

Dated: _____

By: _____

John Kingsley,
Township Supervisor

Address: 5665 Webster Church Rd.
Dexter, MI 48130

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 B

**ASSETS
TRANSFERRED TO DEPARTMENT ON EFFECTIVE DATE**

Asset Description

Type of Asset

Transferred by

EXHIBIT C

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

Liability/Obligation Description

Type

Transferred by

EXHIBIT D
TRANSFERRED EMPLOYEES

Employee Name

Title

Pre-Transfer Employer

EXHIBIT E
EXAMPLE OF PROPOSED COST-WEIGHTED FORMULA

Unit	Population	% Total Pop.
Dexter Twp	6,042	18.36%
Dexter Village	4,067	12.36%
Scio Tsp	16,470	50.05%
Webster Twp	6,328	19.23%
Total	32,907	100.00%

2010 Census

Unit	SEV	% Total SEV
Dexter Twp	\$342,092,600	14.57%
Dexter Village	\$205,837,200	8.76%
Scio Twp	\$1,372,951,400	58.46%
Webster Twp	\$427,843,600	18.22%
Total	\$2,348,724,800	100.00%

Washtenaw County Report, 2011

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%

* - 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

Actual data from 2008, 2009 and 2010

Weight per factor

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%

Sample Budget **\$2,000,000**

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