

DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, MARCH 25, 2013

AGENDA 4-8-13  
ITEM C-1

**A. CALL TO ORDER**

The meeting was called to order at 7:32 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 -ab

D. Fisher -ab

J. Semifero

P. Cousins

J. Knight

R. Tell

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Allison Bishop, Community Development Manager; Carol Jones, Village Clerk; Dan Schlaff, Public Services Superintendent; Scott Mauer, Water and Sewer Department; Jim Seta, Dexter Area Fire Board; residents and media.

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting – March 11, 2013
2. Work Session – March 16, 2013

Motion Cousins; support Knight to approve the minutes of the Regular Council Meeting of March 11, 2013 and the Work Session of March 16, 2013 as presented.

Unanimous voice vote for approval with Trustee Carson and Fisher absent

**D. PREARRANGED PARTICIPATION**

Petition from the Homeowners in Dexter Crossing to dedicate the roads in Dexter Crossings

Rodger Piehl, 3737 Bristol Drive, Dexter and Dexter Crossing Homeowners Association Representative presented Council with a petition for street dedication in phases 5B, 6, 7, and 8 of Dexter Crossings. He spoke about the 83 families who live on the only undedicated streets in the Village.

Ms. Fisher entered the meeting at 7:35 PM

**E. APPROVAL OF THE AGENDA**

Motion Tell; support Fisher to approve the agenda with the addition of information for the Village Managers Report.

Unanimous voice vote for approval with Trustee Carson absent

## **F. PUBLIC HEARINGS**

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

### 3515 Broad St. LLC Industrial Facilities Tax Exemption Request

Consideration of: Request from 3515 Broad St LLC (Medhub -3515 Broad) for an Industrial Facilities Tax Exemption for 6 years for \$1,429,628 in real property and 2 years for \$300,000 in personal property

The Public Hearing was opened by the Village President at 7:38 PM. Peter Orr of 2804 West Delhi Road, Scio Township and President of Medhub spoke about the tax abatement and its benefits to the Village and Township. Luke Bonner, Vice-president for Business Development for Ann Arbor SPARK spoke about support for the business. Robert Murphy of 3713 Bristol Drive, Dexter spoke of the Village's support for businesses and the rededication of streets in Dexter Crossing. The Public Hearing was closed at 7:45 PM.

Motion Fisher; support Tell to approve the request from 3515 Broad St. LLC (Medhub) for an Industrial Facilities Tax Exemption for 6 years for \$1,429,628 in real property and 2 years for \$300,000 in personal property.

Ayes: Cousins, Fisher, Knight, Semifero, Tell and Keough

Nays: None

Absent: Carson

Motion carries

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

Tom Paup and Tracy Lambert of the Dexter Daze Committee came before Council to ask for Council's comments and thoughts regarding a fireworks display on Saturday evening during Dexter Daze in Mill Creek Park. Questions were raised regarding traffic, cleanup of debris, Department of Natural Resources (DNR) or Michigan Department of Environmental Quality (MDEQ) permitting in the new park area, and if there are other locations in and around the Village to hold a fireworks display.

## **H. COMMUNICATIONS:**

1. Upcoming Meeting List
2. Sign Calendar
3. Flyer on New State Resource for Property Tax Assistance

## **I. REPORTS**

1. Allison Bishop – Community Development Manager

Ms. Bishop submits her report as per packet. The following questions and/or comments were provided regarding Ms. Bishop's report:

- Have three bids for downtown restrooms and propose to have Romine Construction install the porta potty enclosure at a cost of \$2785. Have received some donations toward this enclosure from community groups.
- Ms. Bishop reported on the Scope of Services from Orchard, Hiltz and McCliment on the alternative path for the Border to Border trail behind the Department of Public Works and the estimated cost of the project. She asked Council for direction on whether to proceed. Comments included continuing with the original plan due to the cost, providing some landscaping and making the route safe. Discussion also included the Border to Border Trail route through town including its location, markings, and use and placement on maps.
- The Village did receive \$46,636.63 from the Waterways Grant.
- Asked for suggestions for tree replacement in Westridge.
- Plans were submitted today (March 25) for site approval for Dexter Town Center Building 3.

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

*Dexter Area Chamber of Commerce –Bernadette Quist*

Ms. Quist introduced herself as the new Executive Director of the Chamber and reported on the following:

- The Chamber is working on a new identity with a new website.
- Have many coming events planned such as the Annual Chamber dinner on April 11 at Ann Arbor Country Club with Lucy Ann Lance as the guest speaker, a breakfast meeting on April 16 with Steve Feinman reporting on SCORE and the Memorial Day Parade plans, and a May 21 event featuring George Zimmerman from Pure Michigan.

*Dexter Area Fire Department – Jim Seta/Ray Tell*

Mr. Seta Reported on the following:

- Everything is running smoothly and runs are up so far this year.
- The new acquisition, Engine 5-2, is housed at the Dexter Township sub-station.
- Have paid off the debt on previous trucks and now only have the new truck debt.
- The union contract expires at the end of this year and will be putting together a negotiating team.
- Pleased to hear that the Village will correct the MiOSHA issue with the sleeping quarters at the fire station.
- Mentioned that the By-Laws revision as needed because of the makeup of the Fire Board.
- Have purchased a trailer for the gator for the Border to Border trail and would like to see location markings on the trail for emergency service.

3. Subcommittee Reports - None

Broad Redevelopment Committee – see Village Manager report

Economic Preparedness  
Facilities  
Website

4. Village Manager Report

Mrs. Dettling and Ms. Nicholls submit their reports as per packet. Ms. Nicholls gave the following verbal updates:

- Discussion was held on a resident just outside of the Village to have sewer hook-up to his property.
- Thinking about breaking up the water tower maintenance rather than waiting as some current service is needed.

5. President's Report

Mr. Keough submits his report as per packet. In addition Mr. Keough reported on the following:

- Talked of meeting with Dextech and Scio Township regarding the expansion plans of Dextech and their phasing of that expansion.
- Still looking for a date for a combined meeting with Council and the DDA.

**J. CONSENT AGENDA**

1. Consideration of: Bills and Payroll in the amount of \$767,344.33

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

Unanimous voice vote for approval with Trustee Carson absent

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

1. Discussion of: Cityhood Next Steps

President Keough asked for comments on the proposed postcard to be sent regarding the April 27 Town Hall meeting.

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

1. Consideration of: Recommendation to hire part-time, seasonal employee(s) to perform the Streetscape Landscaping and Parks Landscaping needs of the Village

Motion Semifero; support Tell to hire part-time, seasonal employee(s) to perform the streetscape and park landscaping needs of the Village.

Ayes: Cousins, Fisher, Knight, Semifero, Tell and Keough

Nays: None  
Absent: Carson  
Motion carries

2. Consideration of: Amendment to Engineering Standards

Motion Tell; support Semifero to approve the proposed amendment to the Engineering Standards.

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

**M. COUNCIL COMMENTS**

Cousins	None
Fisher	Look into placing bees at Gordon Hall as there are hives there now.
Tell	None
Jones	None
Knight	Will be out of town from April 11 to April 26
Semifero	Will miss the April 8 meeting
Carson	Absent

**N. NON-ARRANGED PARTICIPATION**

None

**O. ADJOURNMENT**

Motion Knight; support Cousins to adjourn at 9:41 PM.

Unanimous voice vote for approval with Trustee Carson absent

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

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



# 2013 Meeting Calendar

Board	Date	Time	Location	Website	Village Representative
Dexter Area Historical Society Board	4/4/2013	7:30 p.m.	Dexter Area Historical Museum	<a href="http://www.dextermuseum.org/">http://www.dextermuseum.org/</a>	
Dexter Community Schools Board of Education	4/8/2013	7:00 p.m.	Creekside Intermediate School	<a href="http://dexterschools.org/">http://dexterschools.org/</a>	
Dexter District Library Board	4/8/2013	7:00 p.m.	Dexter District Library	<a href="http://www.dexter.lib.mi.us/">http://www.dexter.lib.mi.us/</a>	Pat Cousins
Dexter Village Council	4/8/2013	7:30 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
Scio Township Planning	4/8/2013	7:30 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	
5H - Dexter Coalition	4/9/2013	5:30 p.m.	Copeland Board Room		Paul Cousins, Donna Dettling
Farmers Market/Community Garden Oversight	4/9/2013	5:30 p.m.	Dexter District Library	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Julie Knight
Scio Township Board	4/9/2013	7:00 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	
Regional Fire Consolidation	4/10/2013	8:30 a.m.	Scio Township Hall		Shawn Keough
Dexter Area Chamber of Commerce	4/10/2013	8:15 a.m.	Copeland Board Room	<a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>	Julie Knight
Gateway Initiative (Big 400)	4/12/2013	9:30 a.m.	Waterloo Recreation Area		Paul Cousins, Carol Jones
Chelsea Area Planning Team/Dexter Area Regional Team	4/15/2013	7:00 p.m.	TBD	<a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>	Jim Carson
Dexter Village Zoning Board of Appeals	4/15/2013	7:00 p.m.	Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Jim Carson
Dexter Township Board	4/16/2013	7:00 p.m.	Dexter Township Hall	<a href="http://www.twp-dexter.org/">http://www.twp-dexter.org/</a>	
Dexter Village Parks Commission	4/16/2013	7:00 p.m.	Village Offices	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Donna Fisher
Webster Township Board	4/16/2013	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Washtenaw County Board of Commissioners	4/17/2013	6:45 p.m.	Board Room, Admin Building	<a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>	
Washtenaw Area Transportation Study-Policy	4/17/2013	9:30 a.m.	Scio Township Hall	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Jim Carson
Dexter Area Fire Board	4/18/2013	6:00 p.m.	Dexter Township Hall	<a href="http://dexterareafire.org/">http://dexterareafire.org/</a>	Ray Tell/Jim Seta
Dexter Downtown Development Authority	4/17/2013	7:30 a.m.	Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Shawn Keough
Dexter Community Schools Board of Education	4/22/2013	7:00 p.m.	Creekside Intermediate School	<a href="http://dexterschools.org/">http://dexterschools.org/</a>	
Dexter Village Council	4/22/2013	7:30 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
Scio Township Planning	4/22/2013	7:30 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	
Scio Township Board	4/23/2013	7:00 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	
Western Washtenaw Area Value Express	4/23/2013	8:15 a.m.	Chelsea Community Hospital	<a href="http://www.ridethewavebus.org/">http://www.ridethewavebus.org/</a>	Jim Carson
Huron River Watershed Council	4/25/2013	6:00 p.m.	Dexter District Library	<a href="http://www.hrwc.org/">http://www.hrwc.org/</a>	Paul Cousins
Dexter Village Town Hall Meeting	4/27/2013	12:00 p.m.	Dexter District Library	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	

AGENDA 4-8-13  
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Due to the possibility of cancellations please verify the meeting date with the listed website or the Village representative



AGENDA 4-8-13  
H-2

Month	Name of Group	Dates	Number Approved	Approval Date	Locations	Name of Group	Dates	Number Approved	Approval Date	Locations
January	Friends of the Library - Book Sale	1/3-1/5	5 - 18" x 24"	12/5/2012	1,4,16,19,20	Boy Scouts - Rummage Sale	6/19-6/22	2 - 4' x 4'	1/10/2013	1,5
	St. Andrew's - Blood Drive	1/3-1/7	2 - 28" x 22"	1/5/2013	8 (2)					
	K of C - Quarter Mania	1/9-1/24	5 - 18" x 24"	1/8/2013	1,2,4,5,10					
	Mill Creek Middle - Blood Drive	1/17-1/24	2 - 18" x 24"	1/16/2013	21 (2)					
February	K of C - Rummage Sale	1/24-2/9	5 - 18" x 24"	1/8/2013	1,2,4,5,10	St. Joseph - Flea Market	6/27-7/13	4 - 18" x 24" 1 - 4' x 4'	3/14/2013	1,4,5,38,44
	Friends of the Library - Book Sale	1/31-2/2	5 - 18" x 24"	12/5/2012	1,4,16,19,20	St. Joseph - Parish Festival	7/6-7/22	4 - 18" x 24" 1 - 4' x 4'	3/14/2013	1,2,4,5,10
	St. Andrew's - Monthly Dinner	2/4-2/7	1 - 36" x 24" 2 - 3' x 4'	1/3/2013	8	Encore - Intermittent	7/11-8/11	1 - 36" x 24"	12/3/2012	15
	High School Drama Club - Play	1/26-2/10	3 - 18" x 24"	1/11/2013	1,2,4,5,44	Friends of the Library - Book Sale	8/8-8/10	5 - 18" x 24"	12/5/2012	1,4,16,19,20
	Education Foundation - Auction	2/9-2/24	3 - 18" x 24"	1/23/2013	1,2,4,5,44					
	Little League - Sign Ups	2/8-2/22	5 - 18" x 24"	1/7/2013	1,4,5,44 (2)					
March	Encore - Intermittent	2/7-3/3	1 - 36" x 24"	12/3/2012	15					
	Friends of the Library - Book Sale	2/28-3/2	5 - 18" x 24" 2 - 2' x 4'	12/5/2012	1,4,16,19,20					
	Community Band - Concert	2/18-3/3	18" x 24"	2/18/2013	1,3,5					
	St. Andrew's - Monthly Dinner	3/4-3/7	1 - 36" x 24"	1/3/2013	8	St. Andrew's - Monthly Dinner	8/30-9/5	1 - 36" x 24"	1/3/2013	8
	Historical Society - Art Fair	2/23-3/9	5 - 18" x 24"	1/24/2013	1,2,4,10,5	St. Andrew's - Blood Drive	9/12-9/23	2 - 28" x 22" 2 - 2' x 3'	1/3/2013	8 (2)
	Peace Lutheran - Easter Egg Hunt	3/9-3/23	1 - 2' x 30"	2/21/2013	1	United Methodist - Rummage Sale	9/16-9/28	18" x 24"	3/28/2013	1,2,4,5,44
April	High School Drama Club - Play	3/2-3/10	1 - 3' x 4'	2/25/2013	3	Encore - Intermittent	9/26-10/20	1 - 36" x 24"	12/3/2012	15
	Community Orchestra - Concert	3/9-3/17	2 - 3' x 4'	2/26/2013	1,5	Friends of the Library - Book Sale	10/3-10/5	5 - 18" x 24"	12/5/2012	1,4,16,19,20
	Knights of Columbus - Quartermasters	3/7-3/21	5 - 18" x 24"	3/5/2013	1,2,4,5,10	St. Andrew's - Monthly Dinner	9/30-10/3	1 - 36" x 24"	1/3/2013	8
	Connexions Church - Egg Hunt	3/25-3/31	1 - 3' x 5'	3/21/2013	9					
	Encore - Intermittent	3/28-4/14	1 - 36" x 24"	12/3/2012	15	Friends of the Library - Book Sale	10/31-11/2	5 - 18" x 24"	12/5/2012	1,4,16,19,20
	Friends of the Library - Book Sale	4/4-4/6	5 - 18" x 24"	12/5/2012	1,4,16,19,20	St. Andrew's - Monthly Dinner	11/4-11/7	1 - 36" x 24"	1/3/2013	8
May	St. Andrew's - Monthly Dinner	4/1-4/4	1 - 36" x 24"	1/3/2013	8	Encore - Intermittent	11/22-12/22	1 - 36" x 24"	12/3/2012	15
	St. Andrew's - Blood Drive	4/11-4/22	2 - 28" x 22"	1/3/2013	8 (2)	Friends of the Library - Book Sale	12/5-12/7	5 - 18" x 24"	12/5/2012	1,4,16,19,20
	High School Drama Club - Play	4/6-4/21	3 - 18" x 24"	2/25/2013	2,4,5,44,3	St. Andrew's - Monthly Dinner	12/2-12/5	1 - 36" x 24"	1/3/2013	8
	United Methodist - Rummage Sale	4/15-4/27	2 - 2' x 3' 3" 18" x 24"	3/28/2013	1,2,4,5,44					
	Friends of the Library - Book Sale	5/2-5/4	5 - 18" x 24"	12/5/2012	1,4,16,19,20					
	St. Andrew's - Monthly Dinner	4/29-5/2	1 - 36" x 24"	1/3/2013	8					
June	Encore - Intermittent	6/16-6/9	1 - 36" x 24"	12/3/2012	15					
	Friends of the Library - Book Sale	6/30-6/1	5 - 18" x 24"	12/5/2012	1,4,16,19,20					

Location Listing: 1 - Baker/Main, 2 - Central/Mill, 3 - Dexter Ann Arbor/Copeland, 4 - Main/Alpine, 5 - Baker/Cemetery, 6 - Monument Park, 7 - Creekside, 8 - 7610 Dexter Ann Arbor, 9 - Peace Park, 10 - Dexter Ann Arbor/Limits, 11 - Cornerstone, 12 - Bates, 13 - 3443 Inverness, 14 - 7720 Ann Arbor Street, 15 - S. Main/Broad, 16 - N. Main/Broad, 17 - Edison/Ann Arbor Street, 18 - Dover/Fifth, 19 - Central/Fifth, 20 - Broad/Fifth, 21 - Mill Creek Middle School, 22 - Fourth/Inverness, 23 - Dexter Bakery, 24 - Lighthouse, 25 - Dexter Pharmacy, 26 - Warrior Creek Park Drive, 27 - Dexter Flowers, 28 - Terry B's, 29-7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33-Lions Park, 35-Dexter Crossing Entrance, 36 - Dan Hoey/Dexter Ann Arbor, 37 - Dover/Main, 38 - Fourth/Central, 39 - Baker/Hudson, 40 - Inverness/Ann Arbor, 41 - Main/Jeffords, 42 - Third/Dover, 43 - 3rd/Dover, 44 - Ryan/Dexter Ann Arbor, 45 - Meadowview/Dexter Ann Arbor, 46 - Ice Rink

\*\* Dexter Farmers Market will place up to 5 signs on Friday, Saturday and Tuesday from May through October to advertise for the market



**Courtney Nicholls**

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**From:** Nancy Paul <nancypaul@faithinaction1.org>  
**Sent:** Tuesday, April 02, 2013 1:42 PM  
**To:** Larry Courson; Diane Locker; St. James; Catherine Wolfe; cathy\_carmack@stjos.com; Steve Bringardner; Ron Gelaude; St. Andrew's U.C.C.; Bill Stuart; Matt Hook; secretary@dexterumc.org  
**Subject:** Volunteers Needed for Tree Planting for Dexter Relief Fund

Greetings,

The Dexter Relief Fund, in partnership with Dexter Rotary, is looking for volunteers to help with the tree replanting that is scheduled for April 26-27.

With the fund nearly completely spent down, it was decided that it would be healing for everyone to have some new trees to replace the thousands that were lost in the tornado last year. At the Dexter: One Year Strong event of March 15, applications were taken for these replacement trees, and we asked if people would need help getting the trees into the ground. Each household was offered one or two trees, that will come in large 15 gallon tubs. Around one third of the applicants have requested help in getting their trees planted.

We hope that you, (groups, congregations, and individuals) will consider spreading the word or taking the opportunity to volunteer, for any amount of time on either of the two days (Friday and Saturday) that we are organizing teams.

Please circulate this request in whatever way is appropriate for your group, and reply by phone or email to me as directed below.

Thanks so much,

Nancy Paul  
Faith in Action  
603 S. Main St.  
Chelsea, MI 48118  
734-475-3305  
[www.faithinaction1.org](http://www.faithinaction1.org)





AGENDA 4-8-13  
ITEM H-4

**FAITH IN ACTION, INC.**

03.20.2013

**CHELSEA LOCATION**

603 S. Main Street  
Chelsea, MI 48118  
Tel: (734) 475-3305  
Fax: (734) 475-3136

**DEXTER LOCATION**

7931 Grand St.  
Dexter, MI 48130  
Tel: (734) 426-7002  
web: www.faithinaction1.org  
email: nuncypaul@faithinaction1.org

**BOARD OF TRUSTEES**

Jack Edington  
President  
Dexter

Julie Frost  
Vice President  
Dexter

Lisa Jones  
Treasurer  
Dexter

Lynn Fox  
Secretary  
Chelsea

James Barb  
Chelsea

Ingrid Charlson  
Dexter

Cathy Crocker  
Dexter

Cindy Glahn  
Dexter

John Hanifen  
Chelsea

Marge Mastie  
Chelsea

Lisa Nickel  
Chelsea

Mary Underwood  
Chelsea

**DIRECTOR**

Nancy Paul

**PROGRAM COORDINATOR**

Doug Smith

Dear Friends,

Please join us for an evening of celebration of another year of Faith in Action making a difference in the lives of our neighbors in Chelsea and Dexter. In this 34<sup>th</sup> year of meeting emergency needs, we again ask you to help generate the resources needed to feed, clothe, house and heal the low income people of our communities.

Each year FIA honors a community member who exemplifies the spirit of FIA with the Howard S. Holmes Humanitarian of the Year Award. Matt Lafontaine, whose quick action in starting the Dexter Relief Fund brought in nearly \$340,000 to help the people of Dexter recover from the tornado of last March, is being honored this year.

Tickets for the evening are \$100 per person or \$450 for a table of six. Chelsea Community Hospital will generously provide the dining room, food and service so all proceeds from ticket sales go directly into programs that aid local families. The evening will include dinner, fellowship, entertainment by Ed Sugar, a silent auction, a live auction with John Hansen (including the opportunity to bid on services that will directly benefit programs), and community leader recognition.

Please return the enclosed reservation form and remittance by Friday, April 19. Our website will list locally donated auction items for your planning. If you are unable to attend we welcome your donation. On behalf of the entire Board of Trustees, I thank you.

Sincerely,

Jack Edington  
President



**VILLAGE OF DEXTER**

ddettling@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

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

**MEMO**

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: April 3, 2013**  
**Re: Assistant Village Manager &**  
**Village Manager Report - Meeting of April 8, 2013**

## 1. Meeting Review:

- March 20<sup>th</sup> – DDA March Meeting
- March 28<sup>th</sup> – DDA Special Meeting
- April 1<sup>st</sup> - Conference call with Steve Estey, Dykema re: Dedication and Blackhawk Agreement
- April 1<sup>st</sup> – Met with potential Seasonal Landscape employees
- April 2<sup>nd</sup> – Sludge Project Progress Meeting
- April 2<sup>nd</sup> - Larry Stalker and Dan Schlaff re: Sewer Connection questions

## 2. Upcoming Meetings:

- April 9<sup>th</sup> – Capital Conference in Lansing
- April 9<sup>th</sup> - 5H Meeting
- April 9<sup>th</sup> – Farmer's Market/Garden Committee Meeting
- April 10<sup>th</sup> – Capital Conference in Lansing
- April 11<sup>th</sup> – Dexter Area Chamber of Commerce Annual Dinner
- April 17<sup>th</sup> – April DDA Meeting
- April 17<sup>th</sup> – 3045 Broad Street Redevelopment Meeting
- April 25<sup>th</sup> – HRWC Annual Picnic at Dexter Library
- April 26<sup>th</sup> – Arbor Day Celebration
- April 27<sup>th</sup> – Town Hall Meeting

3. Dexter Crossing 5b, 6, 7 & 8 Dedication Update. The ownership issue was resolved, Jim Haeussler owns this property. He does have a mortgage and he owes taxes, but he isn't in default or foreclosure and the Bank is not a party to the dedication discussion. Steve Estey of Dykema is preparing a legal opinion on the village's options for dedication. Steve will have this document ready for the April 22, 2013 meeting.
4. Joint DDA/Council meeting. Still trying to set a date to have the joint DDA/Council meeting. We might try before a Council meeting possibly before the May 13, 2013 meeting.
5. Water Tower Maintenance Update. As a follow-up from my last report regarding the Water Tower Maintenance needing to be undertaken in phases, I have attached a proposal from Dixon Engineering, Inc. The Dixon proposal of \$4,150 was approved and Dixon is preparing the technical specification for bid. A consideration item for Council approval for a Welding contractor will be on the April 22, 2013 meeting agenda. At that time a budget amendment will be presented to cover the cost of Dixon's services to wash out

sediment, prepare technical specifications and inspection services, as well as the cost of the Welding contractor.

6. Safe Routes to School Update. Attached is a meeting notice for a Safe Routes to School meeting. This meeting is scheduled for prior to our next Council meeting on April 22, 2013 at 3:30 p.m. at the Senior Center.
7. Larry Stalker Sewer Request Update. Attached is a copy of the Agreement from 1988, which was provided at the last meeting. Larry Staler asked to meet with Dan Schlaff and I on April 2, 2013 to discuss his options. He doesn't understand why he has to annex and the Legion on Dexter-Chelsea Road was permitted to hook to the sewer when the sewer was installed for the new High School on Parker Road. Larry is continuing to evaluate his options.



1104 Third Avenue  
Lake Odessa, MI 48849  
P. 616-374-3221  
F. 616-374-3221

**Proposal/Contract Agreement  
for Elevated Water Storage Tank  
500,000 Gallon Sphere, #22-81-04-02**

The agreement is between Dixon Engineering, Inc. (DIXON) and the Village of Dexter, Michigan (OWNER) to contract with DIXON for technical services for the 500,000 Gallon Sphere (Project). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the not to exceed fee of Four Thousand, One Hundred, and Fifty dollars (\$4,150.00). Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Wash Out Sediment, Preparation of Technical Specifications, and Weld Inspection Services per Schedule A

3.01 SIGNATURES

Thomas Rounds, Project Manager March 25, 2013  
PROPOSED by DIXON (Not a contract until approved by an officer) PROPOSAL DATE

\_\_\_\_\_  
CONTRACT APPROVED by OWNER POSITION DATE

\_\_\_\_\_  
CO SIGNATURE (if required) POSITION DATE

\_\_\_\_\_  
CONTRACT APPROVED by DIXON OFFICER EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and Authorized** by the OWNER which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Owner** in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Owner to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
    - b. By DIXON upon seven days written notice:
      - 1) If Owner fails to pay invoices by 60 days.
      - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
      - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
      - 4) DIXON shall have no liability to Owner on account of such termination.
  - 2. For Convenience,
    - a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes

as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Owner's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to owner's performance of Schedule A (Owner's).
- C. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- E. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.



# DIXON ENGINEERING, INC.

*Engineering and Inspection Services for the Coating Industry*

1104 Third Avenue  
Lake Odessa, MI 48849  
P. 616-374-3221  
F. 616-374-3221

## 8.02 Severability

A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

## 8.03 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

**SCHEDULE A**  
*Technical Specifications & Weld Inspections*  
*500,000 Gallon Sphere, #22-81-04-02*  
*Dexter, Michigan*

**I. Scope of Services Performed by DIXON:**

1. Wash out the tank sediment.

**II. Technical Specifications:**

**A. Owner agrees:**

1. Use, unaltered, the technical specifications provided by Dixon when entering into an agreement with the contractor. Dixon will not unreasonably withhold a request to alter the document. This clause is essential to protect Dixon's interest in regards to Contractor pays for default clauses. This provision in no way creates any contractual obligation, including those of third party beneficiary status, or relationship between DIXON and CONTRACTOR.
2. Pay all advertising costs. The method of advertising is to be determined by the Owner.
3. Provide a place for the bid opening.
4. Open the bids received.
5. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney.
6. Sign and forward to the contractor the notice to proceed.
7. Prepare Contract Documents for project.
8. Send specifications to selected, appropriate Builders Exchanges and Dodge Reports.
9. Furnish Contractor the Contract Documents to complete.

**B. DIXON agrees:**

1. **Preparation of Technical Specifications**
  - a. Prepare Technical Specifications for project to include, but not limited to, the following:
    - 1) Detailed specifications
    - 2) Project Summary
    - 3) Bid Form (optional)
  - b. Address all questions, written or verbal response, concerning the project that are submitted to DIXON.

**III Critical Phase Inspection Services:**

- A. Weld Inspection:



1104 Third Avenue  
Lake Odessa, MI 48849  
P. 616-374-3221  
F. 616-374-3221

1. Two (2) visits to inspect repair/installation work for specification compliance. All weld repairs will be visually inspected for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).

**SCHEDULE B**  
*Technical Specifications & Weld Inspections*  
*500,000 Gallon Sphere, #22-81-04-02*  
*Dexter, Michigan*

1. Payment of the scope of services, Schedule A, Item I, Wash Out is a lump sum fee of **\$1,800.**
2. Payment for scope of services, Schedule A, Item I, Preparation of Technical Specifications, is the lump sum fee of **\$1,250.**
3. Compensation for weld repair inspection services, Schedule A, Item II, is **\$1,100** based on a **\$550** per visit fee with **2** visits recommended.
4. All DIXON services invoices that are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
5. All DIXON service invoices which are outstanding more than sixty (60) days from date of issue shall be assessed (DIXON's favor) one and one half percent (1½%) per month interest from date thirty days after date of issue.
6. Request for attending council meetings shall be forthcoming from the Owner in writing unless other arrangements are made between the Owner and DIXON. Attendance of council meetings shall be considered additional service and DIXON shall be compensated under the provisions of Schedule C of the Contract.

**SCHEDULE C**
**Engineering Services Fees**

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$100.00	
Certified NACE Inspector.....	\$ 90.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level III.....	\$ 72.00 to \$85.00	
Staff Engineer – Level II.....	\$ 67.00 to \$80.00	
Staff Engineer – Level I.....	\$ 62.00 to \$75.00	
CAD Supervisor.....	\$ 65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$ 67.00 to \$85.00	
Inspector – Level III.....	\$ 63.00 to \$80.00	
Inspector – Level II.....	\$ 60.00 to \$75.00	
Inspector – Level I.....	\$ 55.00 to \$70.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 48.00 & expenses	
Bookkeeping Services.....	\$ 44.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

\*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging, .....	\$125 per diem (may be increased based on location)	\$135 per diem
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2014

Is safe walking and biking to school important to you?  
If so, we need your **FEEDBACK!** We will be presenting draft  
plans that address current barriers to safe walking and  
biking for K-8 students. All are welcome.

# Safe Routes to School Meeting



**Monday, April 22<sup>nd</sup>**

Meeting begins at 3:30 pm  
Dexter Senior Center  
7720 Ann Arbor Street, Dexter

For more information please contact:  
Kristen Delaney, SR2S Coordinator  
[kristen@5healthytowns.org](mailto:kristen@5healthytowns.org)  
(734) 562-2489



Find us on  
**Facebook**

*Search for "Dexter Safe Routes to  
School"*

## Donna Dettling

---

**From:** Kristen Delaney <kristen@5healthytowns.org>  
**Sent:** Tuesday, April 02, 2013 6:40 PM  
**To:** Chris Gordon; Craig McCalla (mccallac@dexterschools.org); Donna Dettling; Gloria Leininger; Hyeuo Park (parkh@dexterschools.org); Jami Bronson; Jim Carson; Kim Covert (covertk@dexterschools.org); Kimberly Smith; Kristen Novak; Larry Cobler (l.cobler@gmail.com); Liz Pielsticker; Mary Cooper; Mary Marshall; Meredith Nickerson; Michelle Rabideau; Pat Kelly; Paul Cousins; Sean Burton (burtons@dexterschools.org); Shawn Keough; Susie Eschenburg; Tim Authier; Vera Boychuck  
**Subject:** Safe Routes to School UPDATE and Meeting Announcement  
**Attachments:** Dexter SR2S Second Meeting 04.22.13.doc.pdf

Hello Dexter Safe Routes to School supporters,

It has been a while since I have been in contact. Although it's been quiet, it has been a very busy and productive time.

I am VERY happy to announce that Creekside Intermediate School and Wylie Elementary School were BOTH selected to receive SR2S mini-grants through MDOT and the Michigan Fitness Foundation! In total, we will receive a little more than \$3,700 to start walking school buses routes at each school. Wondering what a walking school bus is? You can find our more here: <http://saferoutesmichigan.org/wsb>

Here is a link to MDOT's press release about the mini-grants: <http://www.michigan.gov/mdot/0,4616,7-151-9620-295585--,00.html>

I am also excited to announce that we will be having our second SR2S meeting on:

**Monday, April 22<sup>nd</sup> at 3:30 pm.** The meeting will be held at the Dexter Senior Center.

At this meeting, the team from MSU will present the draft Action Plans for Creekside Intermediate School and Wylie Elementary School, including their recommendations from the result of their data collection and research. Your feedback is crucial! Please feel free to forward this information to anyone who is interested in safe walking and biking.

If you have any questions -- please contact me. Thank you for your support!

**Kristen Delaney**  
Safe Routes to School Coordinator  
Chelsea Area Wellness Foundation  
310 N. Main Street, Suite 203  
Chelsea, MI 48118  
(734) 433-4599  
[www.5healthytowns.org](http://www.5healthytowns.org)

AGREEMENT

THIS AGREEMENT, entered into as of this 12<sup>th</sup> day of August, 1988, between the VILLAGE OF DEXTER ("the Village"), a Municipal corporation, and LAWRENCE H. STALKER AND MARY M. STALKER, his wife, for the purpose of providing a lead for sanitary sewer service to property adjacent to Dan Hoey Road owned by Lawrence H. Stalker and Mary M. Stalker, his wife, and having a current address of 2470 Baker Road, Dexter, Michigan.

Whereas, Lawrence H. Stalker and Mary M. Stalker, his wife, have requested construction of a lead to provide sanitary sewer service to their property at 2470 Baker Road; and,

Whereas, construction of said sanitary sewer lead is in addition to the present contract for work between "the Village" and SBG Construction, Inc.; now,

Therefore, "the Village" agrees to make the necessary arrangements for construction of said sanitary sewer service lead by SBG Construction, Inc. as an addition to "the Village's" current contract with SBG Construction, Inc.; and, Lawrence H. Stalker and Mary M. Stalker, his wife, agree to promptly pay the entire cost incurred to construct said sanitary sewer service lead which will be invoiced directly to Lawrence H. Stalker and Mary M. Stalker, his wife.

Lawrence H. Stalker and Mary M. Stalker, his wife, further acknowledge that the action of hooking into either the sanitary or water system of the Village of Dexter will require such properties so serviced to be annexed into the Village.

Lawrence H. Stalker and Mary M. Stalker, his wife, acknowledge that they have been informed by "the Village" that said sanitary sewer service lead will provide service to only that portion of the their property at 2470 Baker Road that is adjacent to Dan Hoey Road.

Lawrence H. Stalker and Mary M. Stalker, his wife, also acknowledge that current structures located at 2470 Baker Road are not within that area of their property which can be provided sanitary sewer service with the requested lead due to the topography of their property at 2470 Baker Road, as explained to Lawrence H. Stalker and Mary M. Stalker, his wife, by the engineers for the Village, Orchard, Hiltz and McCliment.

WITNESSES:

James L. Fucella

\_\_\_\_\_

THE VILLAGE OF DEXTER

BY:

James M. Palenick  
James M. Palenick, Village Manager

Lawrence H. Stalker  
Lawrence H. Stalker

Mary M. Stalker  
Mary M. Stalker



Village President Report by Shawn Keough  
April 8, 2013

AGENDA 4-8-13  
ITEM I-4

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

March 28, 2013 – Village of Dexter Downtown Development Authority Meeting (Special Meeting) – A special meeting was called to approve and authorize our executive director to complete the necessary paperwork (letter and IRS form) for Bill Tupper related to the former DAPCO property (3045 Broad) donation which was part of the original purchase agreement. The special meeting was necessary because the DDA had requested a copy of the recent appraisal from Mr. Tupper at the regular DDA meeting held one week earlier on March 21, 2013. Mr. Tupper provided the information requested and the Village's Bond Attorney reviewed the documents and provided guidance on the appropriate language for the DDA to provide to Mr. Tupper.

March 28, 2013 – Urban Core Transit Meeting – Pittsfield Township – I participated in a roundtable (it was actually in the shape of a U) discussion of regional transportation options in Washtenaw County. A copy of the agenda, goals and Urban Core Transit Themes that were presented by AATA to the group are attached to my report. My comments to the group included an overview of how the Village is currently supporting regional transportation through WAVE, how much we currently spend on regional transportation (Door to Door and Community Connector = \$22,000) and I encouraged Ann Arbor and Ypsilanti to consider the benefit of "reduced congestion in their downtowns" as reasons why they should support and fund expansion of the current regional transit system. I also pointed out that although the Village of Dexter was not yet on their map (see attached), we would continue to participate in the regional conversations because a large amount of the future vehicle trips into Ann Arbor are projected to come from Dexter, Webster Twp and Scio Twp (the old North Central area).

March 29, 2013 – Superintendent Dan Schlaff invited me to walk the proposed sidewalk route on Good Friday. He had used drawings obtained from OHM last week to mark some red paint in the grass along the alignment of the proposed sidewalk. As we walked along Hudson and Second Street, we spoke with two residents - Sherrie McCargar – corner of Hudson and 2<sup>nd</sup> and Andy French – corner of 2<sup>nd</sup> and Inverness. Both residents asked where it was being planned. We showed each of them the proposed alignment and made some slight adjustments based on their input and the natural terrain. We adjusted the alignment on Ms. French's property to minimize tree impacts. Dan was going to convey these adjustments to Patrick Droze of OHM a little later on Friday after our walk. Staff and OHM have done a nice job of organizing this project, meeting with the residents and making adjustments to the alignment.

Future Activities

April 8, 2013 – Village Council Meeting

April 9-10, 2013 – Michigan Municipal League Capitol Conference – Village Manager Donna Dettling and I are going to attend this conference. There are a number of presentations that I am interested in and would like to learn about that are shown on the draft agenda.

April 10, 2013 – Regional Fire Committee meeting

April 17, 2013 – Village of Dexter Downtown Development Authority meeting – 7:30 a.m. at the Senior Center – please remember the regular DDA meetings are now held on the 3<sup>rd</sup> Wednesday of each month.

April 17, 2013 – DAPCO Redevelopment Team meeting – a representative of the State of Michigan's Community Assistance Team (Lisa Pung) will be attending. I will likely be late to this meeting.

April 17, 2013 – Village Manager Review Session – this workshop will be held at LaFontaine Chevrolet in their new conference room. The meeting is an annual review of our Village Manager and will be a closed session meeting of Council members only to discuss Village Manager performance, goals and expectations. (see attached agenda).

April 22, 2013 – Village Council Meeting

May 1, 2013 – Huron Farms Home Owner's Association meeting – I have been invited to attend and answer questions about the upcoming Cityhood vote scheduled for May 7, 2013.

May 1, 2013 – Village Budget Review Session #1

May 2, 2013 – Guest Speaker at the Rotary Club – they have asked that I present some information on the upcoming Cityhood vote scheduled for May 7, 2013.

Goals and Objectives for April 2013 (accomplished)

1. Establish date for joint Village Council/DDA meeting (May 13<sup>th</sup> before the Village Council meeting has been suggested)
2. *Set date for next Town Hall meeting – Saturday, April 27<sup>th</sup> at noon has been selected. Residents with questions on the pros/cons of Cityhood or the upcoming referendum election on May 7<sup>th</sup> are encouraged to attend or call me at the number below with any questions.*

I look forward to seeing you around our town!

Shawn Keough, Village President  
skeough@dextermi.gov  
(313) 363-1434 (cell)

# Agenda

1. Welcome and General Introduction
2. Welcome by AATA Board – Charles Griffith, Chairman (4 minutes)
3. Background / Opening Remarks – Michael Ford, CEO, AATA (5 minutes)
4. Rundown of Agenda – Daniel Cherrin, Facilitator, State Bar of Michigan Alternative Dispute Resolution (5 minutes)
5. Introduction by Public Officials - What I want / expect out of this session (30 minutes)
  - Ann Arbor City
  - Ann Arbor Township
  - Dexter Village
  - Pittsfield Township
  - Saline City
  - Scio Township
  - Ypsilanti City
  - Ypsilanti Township
6. Staff Summary of Materials Provided in Advance (10 minutes)
7. Discussion (facilitated by Daniel Cherrin) (40 Minutes)
8. Next Steps (10 minutes)

# Goals of Today's Meeting

1. Gain Consensus on a Service Plan Theme
2. Establish Working Sub-Group for Financial Issues
3. Establish Working Sub-Group for Governance Issues

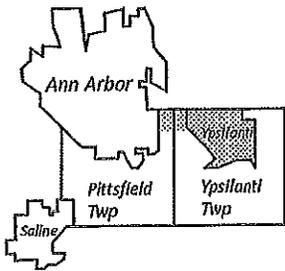
*APRIL 25<sup>TH</sup>  
@ 4PM*

# Urban Core Transit - 3 Themes

(Problem Statement)

- **Sustain** - can we continue serving important travel needs?
- **Improve** - should we serve more travel needs within the existing service footprint?
- **Expand** - should we serve new travel needs in growing areas?

## Sustain



Maintain existing services so our current riders won't lose needed travel options

- Route #4 Washtenaw Improvements
- Ypsilanti, Ypsilanti Township, Pittsfield Township POSA Services
- NightRide Expansion into Ypsilanti, Ypsilanti Township and Pittsfield Township

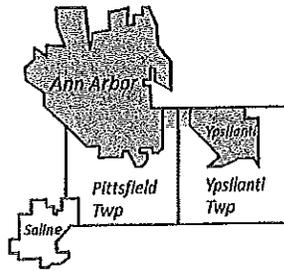
New Annual Funding Needs - 2019  
**\$180K** (Ypsilanti - \$160K)

### Travel Needs Met

Providing 6.6M fixed route bus trips, and 167K dial-a-ride trips annually on services in Ann Arbor, Ypsilanti, Ypsilanti Township, Pittsfield Township and selected other communities.

3/22/2013

## Improve



Enhance services within the existing AATA footprint to provide more travel options for the communities now served

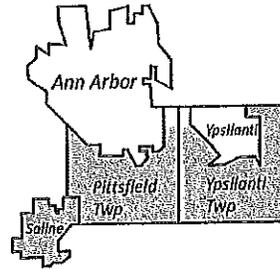
- Better evening service
- Better weekend service
- More frequent service
- More direct, convenient service
- Longer hours
- Expansion of ADA Dial-a-Ride

New Annual Funding Needs - 2019  
**\$2.8 M**

### Travel Needs Met

Add'l Trips Served (2020): 501K  
 Add'l Households within 1/4 mile  
 Total: 9,540  
 Seniors: 883  
 Low Income: 960

## Expand



Extend services into new areas where population and employment growth needs transit support.

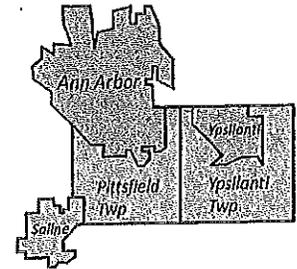
- Fixed route services to/from the Townships
- Township Dial-a-Ride Services
  - Seniors, People with Disabilities
  - General population

New Annual Funding Needs - 2019  
**\$3.6 M**

### Travel Needs Met

Add'l Trips Served (2020): 1.5M  
 Add'l Households within 1/4 mile  
 Total: 21,125  
 Seniors: 1,459  
 Low Income: 2350

## Improve & Expand



Continue the evolution of the transit system by enhancing the existing network and connecting it to the areas of new growth.

- Better evening service
- Better weekend service
- More frequent service
- More direct, convenient service
- Fixed route bus to/from the Twps
- Township Dial-a-Ride Services
  - Seniors, People with Disabilities
  - General population

New Annual Funding Needs - 2019  
**\$5.4M**

### Travel Needs Met

Add'l Trips Served (2020): 1.67M

**THE VILLAGE OF DEXTER  
SPECIAL VILLAGE COUNCIL MEETING**

**Monday, April 17, 2013**

**\*\*\*\*\* 6:00 pm \*\*\*\*\***

**LAFONTAINE CONFERENCE ROOM  
7120 DEXTER ANN ARBOR**

**A. CALL TO ORDER**

**B. ROLL CALL:** President Keough

J. Carson

P. Cousins

D. Fisher

J. Semifero

J. Knight

R. Tell

**C. CLOSED SESSION FOR THE PURPOSE OF THE VILLAGE MANAGER  
REVIEW IN ACCORDANCE WITH MCL 15.268 Sec. 8(a)**

**D. ADJOURNMENT**

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

**[www.dextermi.gov](http://www.dextermi.gov)**





EXP CHECK RUN DATES 03/21/2013 - 04/03/2013  
JOURNALIZED OPEN AND PAID  
BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. ALEXANDER CHEMICAL CORPORATION	670.29		
2. BELFOR	1,848.91		
3. BOULLION SALES	146.32		
4. COMCAST	200.24		
5. CORRIGAN OIL COMPANY	2,395.53		
6. DAVIDSON, SEAN	40.00		
7. DEXTER SENIOR CITIZENS CENTER	750.00		
8. DONNA DETTLING	23.73		
9. DTE ENERGY	6,122.27		
10. DYKEMA GOSSETT PLLC	1,892.60		
11. ETNA SUPPLY CO	4,611.55		
12. GOOGLE INC	89.28		
13. GRISSOM JANITORIAL	400.00		
14. HACKNEY HARDWARE	1,013.54		
15. INDUSTRIAL TEST SYSTEMS, INC	83.95		
16. JETT PUMP & VALVE, LLC	97.07		
17. KLAPPERICH WELDING	20.40		
18. LESSORS WELDING SUPPLY	29.70		
19. LOWE'S BUSINESS ACCOUNT	151.30		
20. MICHIGAN CAT	66.59		
21. ODEN TRAINING	220.00		
22. PARTS PEDDLER AUTO SUPPLY	946.10		
23. PNC	155.80		
24. POSTMASTER	442.96		
25. PRINT-TECH, INC.	36.90		
26. ROMINE CONSTRUCTION L.L.C.	400.00		
27. SCOTT MERRIMAN	486.95		
28. SOUTHEAST MICHIGAN COUNCIL	105.00		
29. THOMAS J RYAN P.C	892.50		
30. TRACTOR SUPPLY CREDIT PLAN	19.98		
31. UNUM LIFE INSURANCE	436.27		
32. USA BLUE BOOK	278.25		
33. VERIZON WIRELESS	458.55		
34. WASHTENAW COUNTY TREASURER	38,025.00		
35. WESTERN-WASH. AREA VALUE EXPR.	5,500.00		
***TOTAL ALL CLAIMS***	69,057.53		

GL Number Inv. Line Desc Vendor Invoice Due Date Amount Check

Fund	Inv. Line Desc	Vendor	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND						
Dept 101-101.000 VILLAGE COUNCIL	PRINTING & PUBLISHING	POSTMASTER	NEWS LETTER	04/02/13	442.96	39479
101-101.000-901.000	COUNCIL CHAMBERS LEASE	DEXTER SENIOR CITIZEN	APRIL 1- JUNE 2013	04/02/13	600.00	39462
101-101.000-943.000	COUNCIL DISCRETIONARY EX	PNC	ANNUAL DINNER	04/02/13	150.00	39478
101-101.000-956.000	MEMBERSHIPS & DUES	SOUTHEAST MICHIGAN CO	MEMBERSHIP	04/02/13	105.00	39483
101-101.000-958.000						
Total For Dept 101.000 VILLAGE COUNCIL					1,297.96	

Dept 172.000 VILLAGE MANAGER	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	APRIL COVERAGE	03/26/13	108.88	39455
101-172.000-722.000						
Total For Dept 172.000 VILLAGE MANAGER					108.88	

Dept 210.000 ATTORNEY	ATTORNEY FEES	DYKEMA GOSSETT PLLC	LEGAL SERVICES	04/03/13	1,892.60	39465
101-210.000-810.000	ATTORNEY FEES	THOMAS J RYAN P.C	425 AGREEMENT	04/03/13	892.50	39484
101-210.000-810.000						
Total For Dept 210.000 ATTORNEY					2,785.10	

Dept 215.000 VILLAGE CLERK	PRINTING & PUBLISHING	SCOTT MERRIMAN	SUPPLIES	0502214	486.95	39482
101-215.000-901.000						
Total For Dept 215.000 VILLAGE CLERK					486.95	

Dept 253.000 TREASURER	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	APRIL COVERAGE	03/26/13	32.31	39455
101-253.000-722.000						
Total For Dept 253.000 TREASURER					32.31	

Dept 265.000 BUILDINGS & GROUNDS	OFFICE SUPPLIES	HACKNEY HARDWARE	MARCH INVOICES	04/03/13	17.54	39469
101-265.000-727.000	POSTAGE	PNC	POSTAGE	04/02/13	5.80	39478
101-265.000-803.000	CONTRACTED SERVICES	GOOGLE INC	DEXTERMI.GOV	04/03/13	89.28	39467
101-265.000-920.000	UTILITIES	COMCAST	OFFICE	04/02/13	127.95	39459
101-265.000-935.000	BUILDING MAINTENANCE & R	BELFOR	FIRE DEPT	145471	1,848.91	39457
101-265.000-935.001		GRISSOM JANITORIAL	MARCH SERVICE	248	400.00	39468
Total For Dept 265.000 BUILDINGS & GROUNDS					2,489.48	

Dept 301.000 LAW ENFORCEMENT	WASHTEENAW COUNTY TREA	LAW ENFORCEMENT		22637	38,025.00	39488
101-301.000-807.000						
Total For Dept 301.000 LAW ENFORCEMENT					38,025.00	

Dept 400.000 PLANNING DEPARTMENT	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	APRIL COVERAGE	03/26/13	31.00	39455
101-400.000-722.000						
Total For Dept 400.000 PLANNING DEPARTMENT					31.00	

Dept 441.000 DEPARTMENT OF PUBLIC WORKS	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	APRIL COVERAGE	03/26/13	32.85	39455
101-441.000-722.000		HACKNEY HARDWARE	MARCH INVOICES	04/03/13	529.72	39469
101-441.000-740.000	OPERATING SUPPLIES	KLAPERICH WELDING	STEEL BAR	598	20.40	39472
101-441.000-740.000	OPERATING SUPPLIES	LESSORS WEDDING SUPPL	SUPPLIES	04/02/13	29.70	39473
101-441.000-740.000	OPERATING SUPPLIES	LOWE'S BUSINESS ACCOU	SUPPLIES	04/02/13	151.30	39474
101-441.000-751.000		CORRIGAN OIL COMPANY	DW	5742785	1,791.08	39460
101-441.000-751.000		CORRIGAN OIL COMPANY	DW	5744971	7.32	39460
101-441.000-920.001	UTILITIES - TELEPHONES	VERIZON WIRELESS	CELLULAR	04/02/13	167.52	39487
Total For Dept 441.000 DEPARTMENT OF PUBLIC WORKS					2,729.89	

Dept 442.000 DOWNTOWN PUBLIC WORKS	PROFESSIONAL SERVICES	DEXTER SENIOR CITIZEN	APRIL 1- JUNE 2013	04/02/13	150.00	39462
101-442.000-802.000						

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 101 GENERAL FUND	PUBLIC WORKS					
Dept 442.000 DOWNTOWN	PROFESSIONAL SERVICES	ROMINE CONSTRUCTION I	FARMERS MARKET	432	04/03/13	400.00
101-442.000-802.000						39481
			Total For Dept 442.000 DOWNTOWN PUBLIC WORKS			550.00
Dept 448.000 MUNICIPAL STREET LIGHTS	UTILITIES - STREET LIGHT	DTE ENERGY	SUPRETLIGHTS	04/02/13	04/03/13	6,122.27
101-448.000-920.003						39464
			Total For Dept 448.000 MUNICIPAL STREET LIGHTS			6,122.27
Dept 528.000 SOLID WASTE	PRINTING & PUBLISHING	PRINT-TECH, INC.	UTILITY BILLS	214789	04/03/13	12.30
101-528.000-901.000						39480
			Total For Dept 528.000 SOLID WASTE			12.30
Dept 751.000 PARKS & RECREATION	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	APRIL COVERAGE	03/26/13	03/26/13	5.30
101-751.000-722.000						39455
			Total For Dept 751.000 PARKS & RECREATION			5.30
Dept 875.000 CONTRIBUTIONS	CONTRIBUTION TO WAVE	WESTERN-WASH. AREA VA	APRIL - JUNE 2013	04/02/13	04/03/13	3,000.00
101-875.000-965.001	CONT TO WAVE DOOR TO DOO	WESTERN-WASH. AREA VA	APRIL - JUNE 2013	04/02/13	04/03/13	2,500.00
101-875.000-965.004						39489
			Total For Dept 875.000 CONTRIBUTIONS			5,500.00
			Total For Fund 101 GENERAL FUND			60,176.44
Fund 202 MAJOR STREETS FUND						
Dept 463.000 ROUTINE MAINTENANCE	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	APRIL COVERAGE	03/26/13	03/26/13	36.03
202-463.000-722.000						39455
			Total For Dept 463.000 ROUTINE MAINTENANCE			36.03
Dept 474.000 TRAFFIC SERVICES	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	APRIL COVERAGE	03/26/13	03/26/13	8.48
202-474.000-722.000	OPERATING SUPPLIES	HACKNEY HARDWARE	MARCH INVOICES	04/03/13	04/03/13	4.58
202-474.000-740.000						39469
			Total For Dept 474.000 TRAFFIC SERVICES			13.06
Dept 478.000 WINTER MAINTENANCE	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	APRIL COVERAGE	03/26/13	03/26/13	16.96
202-478.000-722.000						39455
			Total For Dept 478.000 WINTER MAINTENANCE			16.96
			Total For Fund 202 MAJOR STREETS FUND			66.05
Fund 203 LOCAL STREETS FUND						
Dept 474.000 TRAFFIC SERVICES	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	APRIL COVERAGE	03/26/13	03/26/13	2.12
203-474.000-722.000						39455
			Total For Dept 474.000 TRAFFIC SERVICES			2.12
Dept 478.000 WINTER MAINTENANCE	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	APRIL COVERAGE	03/26/13	03/26/13	4.24
203-478.000-722.000						39455
			Total For Dept 478.000 WINTER MAINTENANCE			4.24
			Total For Fund 203 LOCAL STREETS FUND			6.36
Fund 402 EQUIPMENT REPLACEMENT FUND						
Dept 441.000 DEPARTMENT OF PUBLIC WORKS	VEHICLE MAINTENANCE & RE	BOULLION SALES	MAINTENANCE	228731	04/03/13	128.00
402-441.000-939.000	VEHICLE MAINTENANCE & RE	BOULLION SALES	MAINTENANCE	228654	04/03/13	18.32
402-441.000-939.000						39458

User: erin  
DB: Dexter

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<b>Fund 402 EQUIPMENT REPLACEMENT FUND</b>							
Dept 441.000	DEPARTMENT OF PUBLIC WORKS						
402-441.000-939.000	VEHICLE MAINTENANCE & RE	MICHIGAN CAT	MAINTENANCE	PD2915424	04/03/13	54.20	39475
402-441.000-939.000	VEHICLE MAINTENANCE & RE	MICHIGAN CAT	MAINTENANCE	PD2916550	04/03/13	12.39	39475
402-441.000-939.000	VEHICLE MAINTENANCE & RE	PARTS PEDDLER AUTO SU	MAINTENANCE	04/03/13	04/03/13	440.52	39477
402-441.000-939.000	VEHICLE MAINTENANCE & RE	TRACTOR SUPPLY CREDIT	MAINTENANCE	101902	04/03/13	19.98	39485
Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK						673.41	
Total For Fund 402 EQUIPMENT REPLACEMENT FUND						673.41	
<b>Fund 590 SEWER ENTERPRISE FUND</b>							
Dept 548.000	SEWER UTILITIES DEPARTMENT						
590-548.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	APRIL COVERAGE	03/26/13	03/26/13	94.87	39455
590-548.000-740.000	OPERATING SUPPLIES	HACKNEY HARDWARE	MARCH INVOICES	04/03/13	04/03/13	288.46	39469
590-548.000-740.000	OPERATING SUPPLIES	PARTS PEDDLER AUTO SU	MAINTENANCE	04/03/13	04/03/13	32.58	39477
590-548.000-751.000	PRINTING & PUBLISHING	CORRIGAN OIL COMPANY	UTILITY BILLS	5744972	04/03/13	597.13	39460
590-548.000-901.000	UTILITIES	PRINT-TECH, INC.	UTILITY BILLS	214789	04/03/13	12.30	39480
590-548.000-920.000	UTILITIES - TELEPHONES	COMCAST	WTPP	04/02/13	04/03/13	36.14	39459
590-548.000-920.001	BUILDING MAINTENANCE & R	VERIZON WIRELESS	CELLULAR	04/02/13	04/03/13	160.51	39487
590-548.000-977.000	EQUIPMENT	PARTS PEDDLER AUTO SU	MAINTENANCE	04/03/13	04/03/13	473.00	39477
		HACKNEY HARDWARE	MARCH INVOICES	04/03/13	04/03/13	49.97	39469
Total For Dept 548.000 SEWER UTILITIES DEPARTMENT						1,744.96	
Total For Fund 590 SEWER ENTERPRISE FUND						1,744.96	
<b>Fund 591 WATER ENTERPRISE FUND</b>							
Dept 556.000	WATER UTILITIES DEPARTMENT						
591-556.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	APRIL COVERAGE	03/26/13	03/26/13	63.23	39455
591-556.000-740.000	OPERATING SUPPLIES	HACKNEY HARDWARE	MARCH INVOICES	04/03/13	04/03/13	64.28	39469
591-556.000-740.000	OPERATING SUPPLIES	USA BLUE BOOK	SUPPLIES	914135	04/03/13	278.25	39486
591-556.000-743.000	CHEMICAL SUPPLIES - LAB	ALEXANDER CHEMICAL CO	CHEMICALS	10002527	04/03/13	670.29	39456
591-556.000-824.000	TESTING & ANALYSIS	INDUSTRIAL TEST SYSTE	LAB	1033327	04/03/13	83.95	39470
591-556.000-861.000	TRAVEL & MILEAGE	DONNA DETYLLING	MILEAGE	04/02/13	04/03/13	23.73	39463
591-556.000-901.000	PRINTING & PUBLISHING	PRINT-TECH, INC.	UTILITY BILLS	214789	04/03/13	12.30	39480
591-556.000-920.000	UTILITIES	COMCAST	WTPP	04/02/13	04/03/13	36.15	39459
591-556.000-920.001	UTILITIES - TELEPHONES	VERIZON WIRELESS	CELLULAR	04/02/13	04/03/13	130.52	39487
591-556.000-937.000	EQUIPMENT MAINTENANCE &	HACKNEY HARDWARE	MARCH INVOICES	04/03/13	04/03/13	58.99	39469
591-556.000-937.000	EQUIPMENT MAINTENANCE &	JETT PUMP & VALVE, LL	WTPP	10289	04/03/13	97.07	39471
591-556.000-957.004	STATE LICENSE/PERMIT FEE	ODEN TRAINING	WATER TREATMENT EXAM REVIEW	312040-158	04/03/13	220.00	39476
591-556.000-977.000	EQUIPMENT	ETNA SUPPLY CO	METER SUPPLIES	S100686063.01	04/03/13	4,611.55	39466
Total For Dept 556.000 WATER UTILITIES DEPARTMENT						6,350.31	
Total For Fund 591 WATER ENTERPRISE FUND						6,350.31	
<b>Fund 701 TRUST &amp; AGENCY FUND</b>							
Dept 000.000	ASSETS, LIABILITIES & REVENUE						
701-000.000-235.007	LAWN MOWING & SNOW REMOV	DAVIDSON, SEAN	7872 A2 ST SIDEWALKS CLEARED	04/02/13	04/03/13	40.00	39461
Total For Dept 000.000 ASSETS, LIABILITIES & REV						40.00	
Total For Fund 701 TRUST & AGENCY FUND						40.00	
<b>Fund Totals:</b>							
Fund 101 GENERAL FUND						60,176.44	
Fund 202 MAJOR STREETS FUND						66.05	

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			Fund 203 LOCAL STREETS FUND			6.36
			Fund 402 EQUIPMENT REPLACEMENT FUND			673.41
			Fund 590 SEWER ENTERPRISE FUND			1,744.96
			Fund 591 WATER ENTERPRISE FUND			6,350.31
			Fund 701 TRUST & AGENCY FUND			40.00

Total For All Funds: 69,057.53

# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

[cnicholls@dextermi.gov](mailto:cnicholls@dextermi.gov)

## MEMO

**To: President Keough and Council Members**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: April 2, 2013**  
**Re: Public Art Selection Committee Appointments**

The following are the reappointments to the Public Art Selection Committee. They will serve a one year term from April 1, 2013 to March 31, 2014.

Downtown Development Authority Representative  
 Parks & Recreation Commission Representative  
 Planning Commission Representative  
 Arts, Culture & Heritage Committee Representative  
 Arts, Culture & Heritage Committee Representative  
 Arts, Culture & Heritage Committee Representative  
 Village Trustee  
 Resident At-Large  
 Resident At-Large

Rich Bellas  
 Brian Brassow  
 Marni Schmid  
 Victoria Schon (replaces Audrey Becker)  
 Tom Rosenbaum  
 Mike Vickers (replaces Mary Bowe)  
 Paul Cousins  
 Mary Ellen Miller  
 Phil Arbour (replaces Laura Telesco-  
 application attached)



# VILLAGE OF DEXTER

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

## APPLICATION FOR APPOINTMENT AS COMMISSION OR COMMITTEE MEMBER

Name: Philip Arbour Date: 04/01/2013

Address: 3360 Dover Street

Email: arbour3360@gmail.com

Phone: 734-426-2372 Best time to call: any time

Which Commission/Committee are you applying for?

- |  |   |
|--|---|
| <input type="checkbox"/> Zoning Board of Appeals                                   | <input type="checkbox"/> Downtown Development Authority |
| <input type="checkbox"/> Planning Commission                                       | <input type="checkbox"/> Parks Commission               |
| <input type="checkbox"/> Arts, Culture & Heritage Committee                        | <input type="checkbox"/> Tree Board                     |
| <input type="checkbox"/> Farmers Market Oversight Committee                        |   |
| <input checked="" type="checkbox"/> Other (Specify) <u>Art Selection Committee</u> |   |

Why are you interested in serving on this Commission/Committee? Are there current events that have spurred your interest? \_\_\_\_\_

I think art is an important to our sense well being.

What particular skills and/or background do you feel that you could bring to this appointment? What other, if any, commissions or committees have you served on? Council, planning, fire

I am not an artist. I do enjoy working with creative people and the attention to detail they all share.

Please list/attach any other information that you would like to have considered. \_\_\_\_\_

I am a member of the DIA and enjoy making trips there with my family or friends.

## Courtney Nicholls

---

**From:** Stephen Telesco <slowwtelesco@comcast.net>  
**Sent:** Wednesday, February 20, 2013 8:24 PM  
**To:** Courtney Nicholls  
**Subject:** Re: Public Art Selection Committee

Hi Courtney,

I do not think I will continue, actually I thought my involvement ended with the decision made on the temporary art work. I love the blue Herron by the river, but am not a fan of the abstract art pieces that were presented. Thank you for the opportunity to be involved in the process, it was interesting.

Laura Telesco

Sent from my iPhone

On Feb 7, 2013, at 1:41 PM, "Courtney Nicholls" <[cnicholls@dextermi.gov](mailto:cnicholls@dextermi.gov)> wrote:

Hi Laura,

The appointments to the Public Art Selection Committee expire at the end of March. Are you interested in continuing for another year?

Thanks,

Courtney Nicholls  
Assistant Village Manager



THE AMERICAN LEGION  
8225 DEXTER-CHELSEA ROAD  
DEXTER, MICHIGAN 48130  
POST 557



AGENDA 4-8-13  
ITEM: 5-3

March 29, 2013

To: Dexter Village Council

Re: Poppy Days, May 17, 18, 2013

The Dexter American Legion would like to offer poppies on the sidewalks of Dexter on Friday, May 17, and Saturday, May 18, 2013. We are requesting permission from the village to do so.

We are looking forward for your approval on this very worthwhile program that has been going on for over 50 + years.

A handwritten signature in cursive script, appearing to read "Larry Stalker".

Larry Stalker

Adjutant, Post # 557



AGENDA 4-8-13

ITEM C-1

## **VILLAGE OF DEXTER**

[ddettling@dextermi.gov](mailto:ddettling@dextermi.gov)

8140 Main Street Dexter, MI 48130-1092

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

### **MEMO**

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager and Dan Schlaff, Superintendent**  
**Date: April 8, 2013**  
**Re: Hudson/Second Street Project**

Attached is a memo from OHM dated April 1, 2013 providing a recommendation for the sidewalk alignment for the Hudson/Second Street Project. All the resident feedback was collected and is included with the OHM memo. Provided loose in your packet are 11 x 17 plan sheets. Several on-site resident meetings occurred over the past two weeks. Dan Schlaff had taken the time to mark out the preliminary sidewalk location in the field, which helped the residents see where the sidewalk might go. Dan invited Shawn Keough to walk the site on March 29<sup>th</sup> to address concerns along Second Street in front of the French and McCargar homes. Their concerns have been addressed and the proposed alignment is acceptable.

Staff and OHM have done a very good job working with the residents to find a proposed alignment that only requires two trees to be removed and one tree to be relocated. The resident's concerns have been acknowledged and we are pleased to present three alternatives that follow a similar alignment and are acceptable to the residents.

Staff supports the recommendation to construct the sidewalk at the existing grade, which will result in 60 feet of sidewalk not in compliance with ADA requirements. Council consensus to proceed with this alignment is requested. The project will be bid April 17, 2013 and Council will consider awarding the contract at the May 13, 2013 meeting.

Plans available on page 77-80  
of online packet

## memorandum

**Date:** April 2, 2013

**To:** Donna Dettling, Village Manager  
**From:** Patrick Droze, P.E.

**Re:** 2013 Sidewalk and Paving Improvements Project  
Second and Hudson Street Sidewalk Improvements

This memo is written to provide to Staff and Council as an update on the referenced project. The update includes a summary of resident feedback, design concerns, a schedule and cost.

### **PUBLIC COMMENT PERIOD**

On February 15, 2013, Staff issued an informational letter to residents along the project corridor along Second Street and Hudson Street. The letter requested that residents review the sidewalk and paving project impact area and submit their comments regarding the project. The comment period suggested in the letter was from February 18, 2013 through March 8, 2013. In response to this letter, the Village received comments from six (6) residents with questions, concerns and suggestions for the project. In general, most residents were in favor of the project, but many expressed concerns regarding the extent of sidewalk work proposed on their properties and the alignments illustrated on the preliminary alignment plan. One comment was received about the road portion of the project; however, the problem noted in the correspondence was beyond the limits of the proposed work. A summary of the resident comments, follow up meetings and design resolution are attached to this memorandum.

### **DESIGN FOR ADA COMPLIANCE**

A review of the existing "running slope" of Hudson Street indicates that the road currently has a slope that ranges between 1 and 8.8%. The result of this is that the sidewalk in portions of the project would exceed maximum allowable longitudinal slopes when reviewed in the context of the American's with Disabilities Act guidance documents. We would like to draw your attention to a few key areas:

#### 1. HUDSON AT THIRD STREET

The section of sidewalk between Third and Second Street experiences a significant grade change immediately east of the intersection. A grade difference of nearly 8.1 feet exists between the intersection and the westerly driveway of 3530 Hudson. The horizontal distance for this is approximately 70 feet. The resulting slope of this sidewalk is over 11% which exceeds the maximum allowable slope of 8.3% as required by ADA guidance. To address these, we have explored several alternatives.



*Alternative 1 – Introduce a “Switchback” at the intersection*

The implementation of a “switchback” is a technique used to add length to a traveled path over the same relative horizontal distance. The result of this is that the slope is reduced. By introducing a “switchback” at this intersection, ADA compliance can be achieved. While the design can accomplish the goals of ADA, we note that there will be an increased amount of grading to construct this. Retaining structures or grading are methods that will allow the construction of this at this location.

*Alternative 2 – Raise the westerly driveway*

Based on a field meeting on 4/1/2013 with Dan Sclaff and Kurt Augustine, we also reviewed an alternative to raise the westerly driveway of 3530 Hudson Street. To achieve an ADA compliance design, the existing driveway would need to be raised approximately 2.75 feet above its current grade. The walk would then need to be built generally 2' above existing grade to maintain ADA grades. Based on a review of proposed grading, a Contractor would need to furnish fill material to construct this. Additional ditch work and culverts would be necessary to maintain drainage.

*Alternative 3 – Construct the sidewalk at the existing grade*

At the request of the Village, a third option was explored to route the sidewalk along a straight alignment between the existing driveway and Third Street. With this alternative, the running slope of the walkway will be approximately 12.6%. This is slightly steeper than the existing grade because the design would need to accommodate a level landing at the mid-point of the ramp. The level landing would serve as a relief point and it would also provide as a turning point for a ramp to be built across Hudson Street at a later date. It should be noted that this design cannot be built to ADA standards due to reasons mentioned previously.

*Recommendation*

Depending on the Village’s preferences related to visual expectations for the corridor, alternative one and three appear to best meet the Village’s goals for the proposed sidewalk. If the Village is amenable to an alternative involving a switchback, we have developed several designs including a conventional “U” shaped 90-degree bend as well as a curvilinear pattern. While both can achieve the requirements under ADA, a curvilinear design may create a more visually appealing alternative. The conceptual plans provide an illustration of sample switchback alternatives at this location. Regardless of which “switchback” solution is used, it should be noted that the design will require more concrete sidewalk, extensive earthwork and will result in a higher cost than the original estimate.

In the event that a “switchback” design is not found to provide an acceptable solution for this location, alternative three appears to meet the objectives of improving neighborhood connectivity while minimizing impacts to residents within the area. It should be noted that the Village’s selection of this alternative will result in approximately 60 feet of sidewalk that is not in compliance with ADA requirements. While the overall cost of this alternative will be lower than those proposed in Alternative one and two, the Village will assume additional liability in that the sidewalk will not conform to current ADA standards.



## 2. HUDSON FROM SECOND TO COTTONWOOD CONDOS

In this portion of the project, the road running slope is approximately 8.1%. With slopes that exceed 5%, it is recommended that "level landings" are provided at interval of 30 feet to providing areas for disabled pedestrians to recover. Based on this, we anticipate placing approximately 7 level landings along the sidewalk path. The sidewalk will be able to maintain a straight alignment; however slopes for the proposed walk will be near 8%. The design will require earth fill to raise the sidewalk adjacent to the roadway. A culvert will be required to drain the area between the sidewalk and the roadway.

### **SCHEDULE UPDATE**

The original project schedule is attached to this memo which proposes project bidding to begin on 4/17/2013. While we the comment period ended on 3/8/2013, Staff and OHM continued to receive comments up until 3/28/2013. While there has been some delay with regard to resolving the final design, we have been able to work iteratively with resident comments and suggestions in a progressive manner that has allowed the design to proceed with minimal re-work and delay. As a result, the design is fairly well-developed and will require about a week to finalize for bidding documents upon acceptance. Assuming that direction is provided at the April 8, 2013 Council Meeting to proceed with bidding, we will be able to maintain the originally proposed schedule and bid the project on 4/17/2013.

### **COST UPDATE**

While we have not completed a detailed project estimate at the time of this memorandum, it should be noted that some additional improvements are now being proposed as part of the sidewalk project. This work includes the installation of storm sewer and swales to improve drainage near the low point on Hudson between Third and Second. In addition, it appears that there will be a greater amount of earthwork than originally anticipated due to ADA constraints along the sidewalk alignment. We are also proposing to correct existing misaligned sidewalk ramps at the Inverness/Second intersection. It should be noted that the original estimates for the project included a 20% contingency which may be suitable to account for these extra costs. We will endeavor to provide Council with an updated figure prior to the 4/8/2013 Council Meeting.

#### *Engineering Fee*

At the time of preparing this memo, our effort is estimated at roughly \$7000 of the originally budgeted \$11,500.00. Based on this and a review of the remaining effort on the project, the original budget should be appropriate to complete the remaining work.

### **ATTACHMENTS**

- Resident Feedback Summary
- Project Schedule
- Profile of existing ground at Third and Hudson Street
- Conceptual Plans (3 Sheets)



**VILLAGE OF DEXTER**

Job Name: 2013 Paving & Sidewalk Improvements  
 Job Number: OHM JN: 0130-13-0021

Sheet Desc.: Residential Comments  
 Date: 4/1/2013 By: PMD

Date	No.	Street	Name	Phone	E-Mail	Comment	Action
2/25/2013	7639	Second	Matt Tierney	734-277-3978		Concerned about sidewalk alignment/grade on Hudson. Would like to see sidewalk marked out. Design should be sensitive to trees lost from	Met with residen on 3/21/2013. Design will be able to accommodate request (see below)
2/22/2013	7710	Second	John Hollowel		john@jhollowell.com	"Can the water that runs across the intersection of Second and Hudson be diverted so it does not wash out the edge of the road at 7710 Second Street? The runoff from the intersection causes a ditch to form along the edge of Second street and washout a gully down through my parking lot at 7710 Second."	Problem is created beyond the limits of the road paving project. Problem may be explored as part of a later project on Second Street.
3/1/2013	7628	Cottonwood	Sherry Dickerson	734-426-3746		Spoke with Sherri who represents Cottonwood Condos board. Concerned about trees along Hudson. OHM agreed to meet on site to discuss potential corridors and impacts on 3/5/2013.	
3/5/2013	-	Cottonwood	Sherry Dickerson	734-426-3746		Met on site (with Dan Schlaiff, Sherry Dickerson, Property Manager Frank Gucker and another resident) to discuss impacts.	Agreed to a route that will maximize offset from edge of pavement. Per direction of property manager, will remove two spruce trees and one maple (?) near the intersection of Cottonwood and Hudson Court. Section of fence rail will also be removed to accomodate sidewalk. Sidewalk will terminate at the mailboxes.

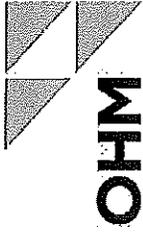


**VILLAGE OF DEXTER**

Job Name: 2013 Paving & Sidewalk Improvements  
 Job Number: OHM.JN: 0130-13-0021

Sheet Desc.: Residential Comments  
 Date: 4/1/2013 By: PMD

Date	No.	Street	Name	Phone	E-Mail	Comment	Action
3/1/2013	3530	Hudson	Lori Sprague		lsprague75@sb cglobal.net bryans@ewasht enaw.org	Resident is constructing a rain garden (with Wash. Co) in her front yard and wishes to coordinate their design with the Village sidewalk improvements. Susan Bryan from Washtenaw County will serve as point of contact for design coordination.	Contacted homeowner and Susan Bryan to engage them in design process. Met with homeowner on 4/1/2013 and learned that rain garden project will be built in Fall after the Village project. Design can include a section of PVC pipe/culvert to drain low area near proposed rain garden. Resident OK'd removal of 26" tree in ROW. Bush on easterly property line also OK'd for removal. Low area can be filled as well in this area.
3/7/2013	3580	Hudson	Jim McCargar	734-272-2275		Message from Donna: "He is concerned that the sidewalk alignment will be too close to his home. He requested an opportunity to walk the site with you before the final design is completed."	Met with property owner and neighbor (Matt Tierney) and Councilman Cousins on 3/21. Determined that sidewalk could be shifted off right of way line and centered between ROW and existing Walnut Tree. Yard will be re-graded to accommodate lowered sidewalk on the corner. No retaining walls will be constructed.  Sidewalk along Second will be built along the toe of the existing slope. Alignment will curve starting near the telephone pole at Second and Hudson to eventually shift to near the right of way line.



**VILLAGE OF DEXTER**

Job Name: 2013 Paving & Sidewalk Improvements  
 Job Number: OHM.JN: 0130-13-0021

Sheet Desc.: Residential Comments  
 Date: 4/1/2013 By: PMD

Date	No.	Street	Name	Phone	E-Mail	Comment	Action
<b>COMMENTS FROM MATTHEW TIERNEY E-MAIL - CONTACT INFORMATION ABOVE</b>							
3/5/2013						<p>I am writing to express my concerns regarding the planned sidewalk construction on the Hudson/Second Street block. As the homeowner of 7639 Second Street, I have the potential to be dramatically impacted by this project as my property has frontage along both Hudson and Second Streets.</p> <p>I am in favor of the Village's plan to increase the sidewalk network, and would welcome a respectful installation of sidewalks along my property. I have two young children and an improved network of sidewalks is a benefit to my family and the families in my neighborhood.</p> <p>My primary concern is regarding the proposed route of the sidewalk along Hudson Street. The conceptual plan sent to homeowners in February appears to detail a route for this sidewalk that extends much further into my property than should be necessary, and I have serious objections about this placement. Please see the attached photos with the proposed sidewalks and with my alternative routes marked out.</p> <ol style="list-style-type: none"> <li>Not reflected by an aerial map is the elevation change on my property along Hudson St, and the proposed sidewalk route would require significant inclines for pedestrians along with extensive regrading and construction of retaining walls on my property. This does not sound cost-effective or pedestrian friendly.</li> <li>As a homeowner with two young children I would adamantly oppose the addition of hazards such as retaining walls.</li> <li>Walls would also inhibit my ability to maintain my property with a lawn tractor this hill is steep enough to prevent mowing along the incline and must be mowed up and down the hill.</li> <li>The proposed route would take pedestrians far from the most direct route and would present difficulties for handicapped users.</li> <li>My natural gas and water service enter my property from Hudson Street and would be an obstacle to major construction and grading. I can see no obstacles to constructing a sidewalk that follows the road at a distance of approximately 15 feet from the edge of Hudson. This would be clear of the drainage areas and culverts and follow the flattest, most-direct route from Third to Second Street and would minimize the impact on the affected properties. This alternate sidewalk placement would also keep it in close alignment with the existing sidewalk on Hudson St and the proposed Cottonwood extension.</li> </ol> <p>On Second Street, my property is flat and the proposed route does not appear to threaten any of my trees. However, the proposed route through the properties of my adjacent and across-the-street neighbors would threaten their trees which does concern me. Our block suffered a massive blow from the tornado and any and all trees remaining need to be preserved wherever possible.</p> <p>I will happily make myself available to attend any planning meetings or meet with any planners or village representatives on the site.</p>	
<b>COMMENTS FROM MATTHEW TIERNEY E-MAIL - CONTACT INFORMATION ABOVE</b>							
						<p>Met with property owner on 3/21 along with neighbor (Jim McCargar). Agreed to construct the sidewalk in a similar fashion to that proposed on Jim McCargar's property. Alignment will follow the existing hills. Retaining walls will not be required. Sidewalk construction will be accomplished by performing earthwork to smooth cuts and fills necessary to construct teh sidewalk.</p>	



**VILLAGE OF DEXTER**

Job Name: 2013 Paving & Sidewalk Improvements  
 Job Number: OHM JN: 0130-13-0021

Sheet Desc.: Residential Comments  
 Date: 4/1/2013 By: PMD

Date	No.	Street	Name	Phone	E-Mail	Comment	Action
3/28/2013	7625	Hudson	Andrea French	734-426-8306		<p>Resident was concerned about the proposed impacts of the sidewalk along Second Street. Specific concerns included the potential removal of trees and landscaping within the public right of way.</p> <p>Resident also expressed concerns regarding wet soils within the area and indicated that front yard is poorly drained.</p>	<p>Met with resident on 3/21 after call made by Dan Schlaff. Initial design along the right of way line was rejected by the resident due to extensive impacts to trees. Council President Keough and Dan Schlaff met with resident on 3/29/2013 and agreed to revise the sidewalk alignment to avoid impacting weeping cherry, pine tree and planting bed. Resident agreed to relocated shrubs from right of way. Sidewalk will curve around existing trees. Replacement trees (from Tornado) may be impacted. Recommend relocation of trees if possible (to protect against future root heaving).</p> <p>Portions of the existing ditch near the hydrant at Second and Inverness will be enclosed to route drainage under the sidewalks.</p>
3/29/2013	3580	Hudson	Sherry McCargar	734-272-2275		<p>Met with resident who requested a change to move the sidewalk on the Hudson Street side slightly closer to the road away from her home so it is more level with the ground. Resident was comfortable with the extensive grading necessary to achieve this alignment.</p>	<p>Change made.</p>



Village of Dexter

## 2013 PAVING AND SIDEWALK IMPROVEMENTS



Project Schedule  
Prepared: 2/8/2013

### 1. DEVELOPMENT OF CONCEPTUAL PLANS

<u>Task</u>	<u>Start Date</u>	<u>End Date</u>
Issue Letters to Residents in Work Area		2/15/2013
Resident Comment Period (21 days)	2/15/2013	3/8/2013
Review Comments and Determine Preferred Design		3/11/2013

### 2. DETAILED ENGINEERING

<u>Task</u>	<u>Start Date</u>	<u>End Date</u>
Topographic Survey	3/11/2013	3/18/2013
Detailed Design (2 weeks)	3/18/2013	4/1/2013
90% Village Review (7 Days)	4/1/2013	4/8/2013
Final Design	4/8/2013	4/15/2013

### 3. BIDDING

<u>Task</u>	<u>Start Date</u>	<u>End Date</u>
Advertize (MITA / MITN) (1 week)	4/15/2013	4/22/2013
Documents Available (16 days)	4/17/2013	5/3/2013
Bid Opening		5/3/2013
Reccomendation Letter		5/7/2013
Council Award		5/13/2013

### 4. PRECONSTRUCTION ACTIVITY

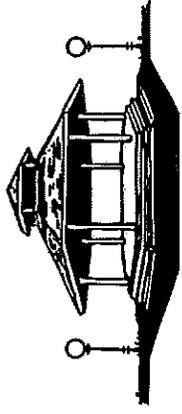
<u>Task</u>	<u>Start Date</u>	<u>End Date</u>
Notice of Award		5/14/2013
Book Preparation (15 days)	5/14/2013	5/29/2013
Notice to Proceed		5/29/2013

### 5. CONSTRUCTION

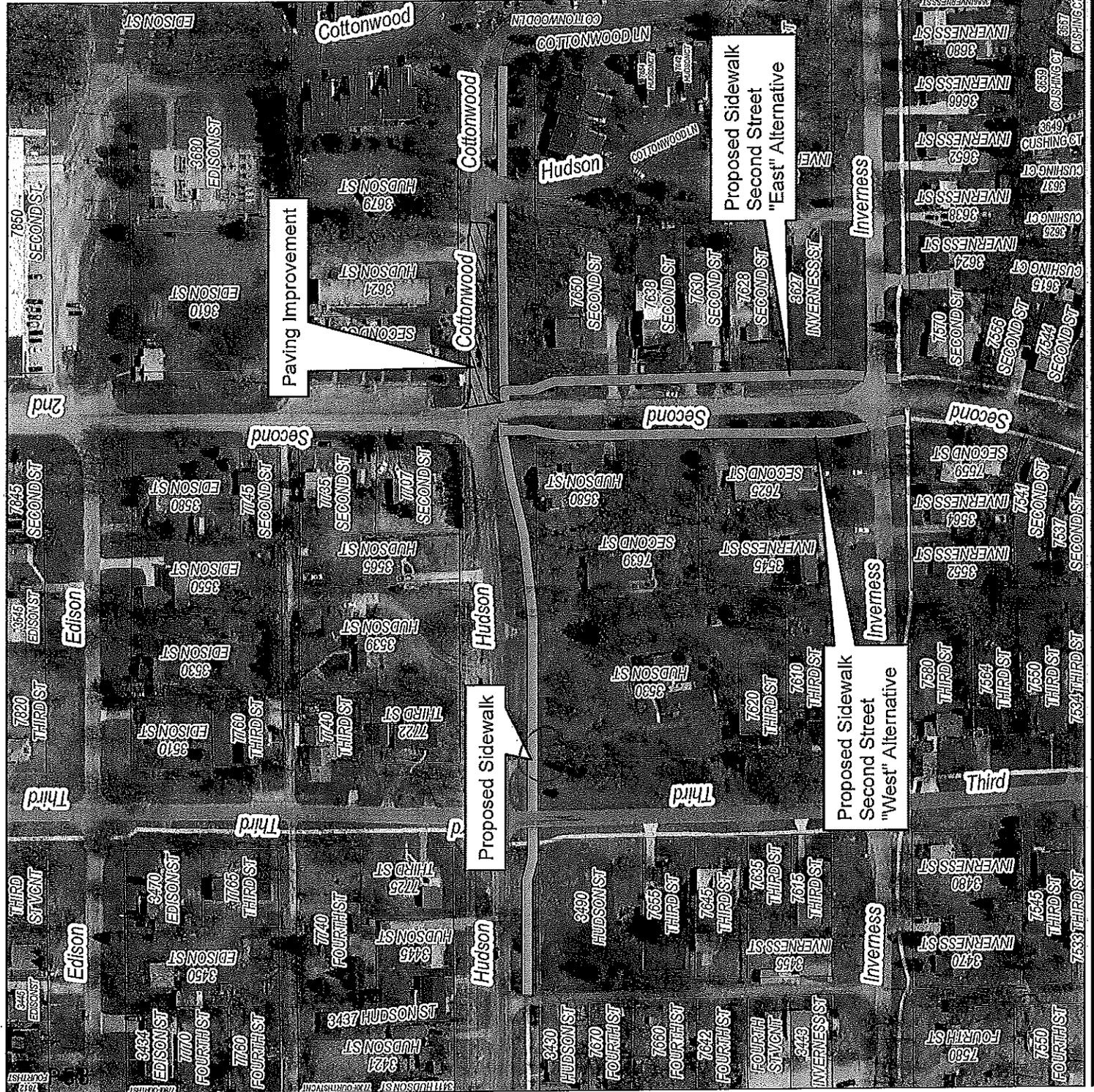
<u>Task</u>	<u>Start Date</u>	<u>End Date</u>
Pre-Construction Meeting		29-May-13
Construction (3 weeks)	30-May-13	20-Jun-13
Walkthrough / Punchlist (1 weeks)	21-Jun-13	28-Jun-13
Closeout		30-Jun-13

# 2013 Paving & Sidewalk Projects Conceptual Plan

02.15.2013



Village of Dexter



## Legend

-  Proposed Sidewalk
-  Roadway Improvement
-  Parcel



Source: Data provided by the Village of Dexter. OHM does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 HARN StatePlane Michigan South  
FPS 2113 Feet Intl

888.522.6711 | ohm-advisors.com

AGENDA 4-8-13

ITEM L-2 + L-3

## **VILLAGE OF DEXTER**

[ddettling@dextermi.gov](mailto:ddettling@dextermi.gov)

8140 Main Street Dexter, MI 48130-1092

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

### **MEMO**

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager and Dan Schlaff, Superintendent**  
**Date: April 8, 2013**  
**Re: L-2 Sludge Project Construction Cost Increase**  
**L-3 Sludge Project On-Site Inspection Services Increase**

### **Proposed Construction Cost Increase**

Attached is a memo dated April 1, 2013 from OHM outlining additional construction costs that are anticipated to complete the Sludge Improvement Project. OHM is finalizing costs for Change Order #4 and we are requesting Council approval of construction costs up to the proposed final construction contract amount of \$3,165,377 or an additional \$250,000. This will allow OHM and staff to proceed with Change Order #4 (estimated at \$121,000) when the final amount is negotiated with the Contractor. This will also provide approximately \$113,000 contingency for construction changes that may be encountered over the next eight months to substantial completion in November of 2013. It is and has been staff's goal to keep cost increases at a minimum. Dan Schlaff and OHM continue to look for ways to reduce expenses on the project without cutting corners that may cost the village more in the long run.

### **Proposed On-site Inspection Increase**

Also included is a memo dated April 1, 2013 from OHM for additional On-Site Inspection Services of \$89,000. A copy of the original Scope of Services is included for your review. On-site inspection was approved at \$118,000 and as of February we are 56% spent in the Inspection budget. A reduction of time spent on site over the next eight months by OHM staff will be necessary unless Council approves an increase to the Inspection budget for this project. Dan Schlaff and his staff are being stretched dangerously thin to accomplish daily tasks as well as adjusting their schedules to the modified operational procedures necessary to accommodate construction. Dan feels the project requires dedicated on-site staffing coverage and he and his staff don't have the time to provide what is needed. Dan will evaluate the construction schedule each week looking ahead at what critical construction components are coming up and make a determination how many days each week he feels will be needed to provide coverage and adjust Chris Nastally's schedule accordingly.

Also attached again for your review is a copy of the Utility Committee Meeting Notes that provide additional backup for the construction challenges encountered that require these proposed increases.

**Staff is requesting council approval of an additional \$250,000 from Sewer Fund Reserves to cover the construction contract budget and \$90,000 in additional funding from Sewer Fund Reserves to cover the on-site inspection budget; for a total of \$340,000.**

The Sewer Fund Reserve worksheet is attached and shows the impact of using \$140,000 in FY 2012-13 and another \$200,000 from FY 2013-14. Please note that the projected budgets in the worksheet tend on the side of how our budgets might perform under a worst case scenario. Revenue projections are conservative and have not been planned out to predict the impact of

bringing on new users. It's anticipated that revenue will increase with the Wellness Center and Northern United Brewery coming on line as well as the continued uptick on residential housing and industrial expansion. Operating expenses may also appear a little heavy as we used a flat 3% adjustment every year for the sake of being consistent with the conservative approach this tool provides. Staff anticipates future savings in operation expenses because of the investment being made in the project in terms of sludge hauling and gas usage expenses. As staff brings the new sludge systems on line and understands the operational impact; we will be able to quantify the savings and reduce annual operating expenses. Staff is committed to looking for ways beyond the project improvements to reduce operating expenses. Dan Schlaff is making huge strides getting a handle on the extensive details of the Village's operational/preventive maintenance needs. His ability to help plan out cost effective ways to accomplish these needs will also reduce operating costs over time.

A copy of the State Revolving Fund Project Cost worksheet is also included for your review.

# Memorandum

**Date:** April 1, 2013  
**To:** Donna Dettling, Village Manager  
 Dan Schlaff, Superintendent of Public Services  
**From:** Rhett Gronevelt, P.E.  
**Re:** Sludge Handling Improvement Project.  
 Construction Cost Update

As you are aware, we have been tracking the overall budget for the Sludge Handling Improvement project under construction with AZ Shmina Inc. Several changes to the construction of the project have been considered since construction began. Several of these changes have been approved and incorporated into the project, and several other are currently under negotiations with the Contractor, and the Village desires to incorporate them into the project.

At this time we anticipate that the additional items being considered for incorporation into the contract will exceed the amount approved for construction, including the contingency amount. The following is a summary of the current funding for Construction:

	<u>SRF Loan</u>	<u>Village Reserves</u>
A. Approved Construction	\$ 2,751,600.00	
B. Contingency	<u>\$ 163,777.00</u>	\$ 36,223.00
Total	\$ 2,915,377.00	
C. Original Contract (Inc. C.O. #1)	\$ 2,751,600.00	
D. Current Contract Amount (C.O. #2, #3)	\$ 2,893,825.50	
E. Remaining SRF Loan Funds	\$ 21,551.50	
F. Estimated Additional Construction Cost	\$ 21,551.50	\$ 100,000.00
G. Additional Contingency Suggested	\$ 0.00	\$ 113,777.00
Total	\$ 2,915,377.00	\$ 250,000.00

Based on the current status of the project, and reviewing the items currently being considered for incorporation into the project, we would recommend the village budget an additional \$250,000 towards the construction costs of this project. We would not expect these costs to be incurred by the Village until the Fall of 2013, as the loan proceeds will likely cover cash flow until that time. As the progress of the project continues, we will continue to provide update to the Village on the status of any additional changes under consideration, relative to the amount approved. I can be available at the April 8 Council meeting to answer any additional questions.



ARCHITECTS. ENGINEERS. PLANNERS.

April 1, 2013

Village of Dexter  
8140 Main Street  
Dexter, MI 48130

Attn: Donna Dettling, Village Manager

**RE: Sludge Handling Improvement Project  
Construction Engineering Amendment**

Dear Ms. Dettling:

OHM is pleased to provide the Village with a proposal to provide additional Construction Engineering Services on the above mentioned project. Specifically, this amendment is to provide for additional hours for on-site inspection of the work.

Project Understanding

Our current Scope of Services for this phase of the project is dated June 4, 2012. The proposal budgeted \$118,000 for on-site inspection (observation) on the project. This amounts to approximately 1200 hours of time on-site, and was based on providing full-time representation during certain phases of the construction, and reducing the representation to part-time during some portions of the work. The intention was to balance the budgeted hours based on the nature of the activity and the Village staff availability.

Recent discussions with Village staff have led to a request to evaluate the additional budget required to provide a full-time (~40 hrs/week) presence on the jobsite. This topic was discussed with the Village Utility Committee on March 18, 2013. Based on these discussions, OHM was asked to provide a proposed amendment to our original scope of work to provide the additional on-site representation.

Scope of Services

The construction work on the project is currently scheduled to be substantially complete by November 30, 2013. Based on the current budget authorized for the inspection, the average time on-site for the remaining 35 weeks of construction is approximately 16 hours per week. Assuming an additional 24 hours per week, roughly 840 additional hours of inspection would be required.

The specific tasks completed with the additional time would be consistent with our original proposal. The Engineer would provide observation and documentation of the Contractor's daily activities. The Engineer will also work closely with WWTP staff to coordinate the Contractor's activities with the daily operations of the WWTP to minimize the risk of interruption to service and/or delays to the Contractor. The actual time on-site each week may be more or less than the budgeted 40 hours per week based on the Contractor's activities and coordination with WWTP staff.

OHM Advisors  
34000 PLYMOUTH ROAD  
LIVONIA, MICHIGAN 48150

T 734.522.6711  
F 734.522.6427

OHM-Advisors.com



Budget

We anticipate that Chris Nastally of OHM would be the primary individual providing this service and we have agreed to hold his rate at \$105/ hour for the remainder of this project. The services will be billed on an hourly basis, not to exceed the amount approved by the Village. Using the assumptions outlined above, an additional \$89,000 of budget would be required to provide these additional services.

SCHEDULE

The project Schedule remains as outlined in the original proposal. It is anticipated that the project will be substantially completed by November 30, 2013.

CONTRACT TERMS AND CONDITIONS

The Terms and Conditions would remain the same as identified in the June 4, 2012 Scope of Services

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

Sincerely,  
OHM Advisors

Rhett A. Gronevelt, PE  
Principal

cc: Dan Schlaff, Village of Dexter  
Courtney Nicholls, Village of Dexter  
File

**SLUDGE HANDLING SYSTEM IMPROVEMENTS  
CONSTRUCTION ENGINEERING AMENDMENT**

**VILLAGE OF DEXTER**

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

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

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

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



est.1962

June 4, 2012

VILLAGE OF DEXTER  
8140 Main Street  
Dexter, MI 48130

Attention: Ms. Donna Dettling  
Village Manager

Re: Sludge Handling System Upgrades  
Proposal for Construction Engineering Services

Dear Ms. Dettling:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for Construction Engineering Services for the Sludge Handling System Upgrade. Specifically, this will include contract administration, construction engineering, construction observation, and construction staking.

#### PROJECT UNDERSTANDING

The Sludge Handling Improvements project has been designed and will be out for bid by June 13, 2012. The project design is consistent with the previously approved design proposals from September 20, 2011 and March 19, 2012. The bid opening is scheduled for July 11, 2012 at your office. After the bids are opened, the Village will continue with the project award to remain on schedule with the Michigan State Revolving Fund (SRF) project schedule. It is anticipated that the project construction will begin in the fall of this year, with the majority of the construction occurring in the Spring/Summer of 2013.

The Sludge Handling Improvement project involves the replacement of the anaerobic digester equipment and appurtenances necessary to treat and store sludge at the existing wastewater treatment plant (WWTP). Updated sludge transfer pumps will draw sludge from the primary clarifiers and pump the flow to the upgraded anaerobic primary digester. Sludge will be heated and mixed in the primary digester to reduce the volatile organic carbons in the sludge, thus reducing the overall volume to store on site. The sludge storage tank cover will be replaced with a new floating cover which will store the sludge until it can be removed from the facility by an outside contractor. Related mechanical, electrical and SCADA improvements have been designed at the WWTP to accommodate the proposed digester improvements. The site will then be restored upon completion of the project.

#### SCOPE OF SERVICES

OHM has worked with Tetra-Tech to complete the necessary design work and developed contract

documents associated with the project. OHM will work with Tetra-Tech during the Construction period as well. Generally, Tetra-Tech will be involved in the portions of the project where they completed the design. We would like to offer the following scope of services for construction services.

#### Construction Engineering Services

1. Conduct a mandatory pre-bid meeting with all bidders to review the project site and issue minutes and any addendum (if necessary).
2. Respond to questions or clarifications from bidders.
3. Review the bid results and make recommendation to the Village for award of the contract.
4. Conduct a pre-construction meeting with the successful bidder and assist in executing of the contract documents.
5. Layout services will consist of the required construction staking for the project.
6. Full-time daily observation will be provided when significant construction work or testing is occurring. Daily field reports will be prepared documenting pay item quantities and general progress for the day. Checking completed work for compliance with contract documents will be provided as part of the construction observer's regular responsibilities. Inspection will be reduced to part-time during some construction activities.
7. A project engineer will oversee and supervise observation and will be responsible for resolving any interpretations or issues which may arise with the contract documents and preparing progress payments.
8. OHM will conduct progress meetings with the Contractor, subcontractors, and Village representatives, as deemed necessary. It is anticipated that these will be either monthly or bi-weekly, depending on project progress and activity. We currently anticipate up to 15 progress meetings.
9. The contract administration shall consist of the preparation of construction pay estimates in a timely manner to meet project deadlines for estimate approval, review of contractor construction progress for compliance with the approved project schedule, claim resolution, change order preparation, preparation of a final project punch-list and monitoring site restoration work until completed by contractor.
10. OHM will review and approve all shop drawing submittals.
11. OHM will receive, review, and respond to all contractor RFI's (Request for Information).
12. OHM will process any change order requests submitted by the contractor, and make recommendation to the Village for responding.
13. Upon completion of the sludge handling improvements construction, OHM will compile the as-built information for the project into the final record drawings. We will submit one paper copy and one digital CD with PDFs of the record drawings for the Village's records.
14. OHM will update the sludge handling portion of the existing O&M Manual for the WWTP. This will involve rewriting this section to reflect the improvements and recommended operating and maintenance procedures. OHM will provide the Village with 5 copies of the updated sections which can be inserted into the existing the existing O&M manuals, as well as an updated CD of the entire O&M document.

#### COMPENSATION

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

Construction Staking	\$ 10,000
Construction Engineering/Contract Administration Services	\$180,000
Inspection	\$118,000
As-Built Drawings, O/M Manual	<u>\$ 22,000</u>
Total =	\$330,000

SCHEDULE

It is anticipated that the project will begin in the Fall of 2012 and will be completed by the Fall of 2013. Record drawings will be provided by December 15, 2013, and the O&M manual will be provided at the completion of the project by December 15, 2013.

CONTRACT TERMS AND CONDITIONS

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

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

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



Rhett Gronewelt, P.E.  
Principal in Charge

SLUDGE HANDLING SYSTEM UPGRADES  
VILLAGE OF DEXTER

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

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

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

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

Attachments: Exhibit 1 – Standard Terms and Conditions

## Dexter Utility Committee Meeting Notes

### Topics of Discussion:

Donna opened up the meeting to Rhett to give download on the current Sludge Handling Project status:

- Rhett indicated that the project is roughly 35% complete. The contractor is slightly behind the original detailed schedule, but still claims to be on track for 11/30/13 completion. Three Change Orders have been completed to date, and the group reviewed the status of the current contract with AZ Shmina.
  - Construction Contract value is as follows:
    - \$2,867,000 – Original Bid
    - \$ (115,400) – Change Order 1
    - \$ 100,984 – Change Order 2
    - \$ 41,241.50 – Change Order 3
    - \$2,893,835.50 Current Total
  - Discussed Construction Engineering budget, and part-time staffing on-site to maintain approved project budgets. Current schedule has been 2-3 days/week of coverage.
- Dan Schlaff discussed concerns with the WWTP/WTP staff being stretched thin by the existing work done to maintain the plants, and accommodating construction work on Sludge Project by altering operations at the plant as required. Dan feels the project needs additional coverage on-site and his staff does not have the time. The Village is considering requesting up to an additional \$90,000 in inspection budget for OHM to be out here more than 2 days per week.
  - OHM and The Village will work with one another to coordinate being on-site as a means to save cost. If OHM isn't required out on site, they won't be here.
  - Some difficulties experienced on site with contractor requiring more of OHM's attention and time to coordinate properly and keep construction operations from impeding or impacting Villages day-to-day operations.
- Rhett & Chris reviewed the Post-bid Project Cost Tracking Sheet.
  - Reviewed changes that have been considered to the contract, initiated by the Village, OHM, or Contractor.
    - Several have been denied or rejected.
    - Approved changes have been incorporated into the Change Orders (1-3)
    - Several pending changes are being considered, the largest item being a second new Boiler.
  - The group reviewed the original plans to salvage the existing boiler, and the conditions that have caused us to seek installation of two new boilers. The boilers (proposal request C and I) comprise nearly \$165,000 of the total additions to the contract value.
  - Considering what has been identified thus far, we are estimating that project construction cost changes could total approximately \$145,000 above the funding already approved for construction.

- Donna reviewed the projected cash flow in the Sewer Fund. Currently it shows an additional \$100k in FY 2013 and FY 2014 to cover additional costs from the Sludge project that are not covered by the loan. After discussing the items above (\$150k for construction, and \$90k for inspection), the Committee discussed showing a potential need of \$250k from the Fund over the next 2 FYs.
- OHM to draft Change Order #4 once negotiations with AZ Shmina are complete. OHM to draft Scope for additional on-site inspection budget. Currently targeting this information for first Council Meeting in April.

**Sewer Fund Reserves**

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

	Fund Balance at the End of FY 11-12	\$921,041	Actual		
<b>2012-2013</b>					
Revenue	Rates	\$983,342	Estimate (increased from budget due to consumption increase)		
Revenue	Tap Fees	\$121,800	18 new homes plus 1/3 of Wellness Center taps		
Revenue	Misc.	\$15,000	Budget		
Expense	Operating	(\$654,800)	Budget		
Expense	Capital Purchases	(\$55,000)	Budget		
Expense	Purchase of Canter Property	(\$79,000)	Budget		
Expense	Potential Additional Sludge Project Expense	(\$140,000)	Budget		
Expense	Bond Payments	(\$288,500)	Budget		
	Balance at the End of FY 12-13	\$823,883	Estimate	126%	of operating
<b>2013-2014</b>					
Revenue	Rates	\$1,042,343	Estimate		
Revenue	Tap Fees	\$56,800	Estimate		
Revenue	Misc.	\$11,000	Estimate		
Expense	Operating	(\$674,444)	Estimate		
Expense	Capital Purchases	(\$45,000)	Estimate		
Expense	Potential Additional Sludge Project Expense	(\$200,000)	Estimate		
Expense	Bond Payments	(\$355,898)	Estimate		
	Balance at the End of FY 13-14	\$658,684	Estimate	98%	of operating
<b>2014-2015</b>					
Revenue	Rates	\$1,104,883	Estimate		
Revenue	Tap Fees	\$56,800	Estimate		
Revenue	Misc.	\$11,000	Estimate		
Expense	Operating	(\$694,677)	Estimate		
Expense	Capital Purchases	(\$45,000)	Estimate		
Expense	Bond Payments	(\$477,196)	Estimate		
	Balance at the End of FY 14-15	\$614,493	Estimate	88%	of operating
<b>2015-2016</b>					
Revenue	Rates	\$1,171,176	Estimate		
Revenue	Tap Fees	\$25,000	Estimate		
Revenue	Misc.	\$11,000	Estimate		
Expense	Operating	(\$715,518)	Estimate		
Expense	Capital Purchases	(\$45,000)	Estimate		
Expense	Bond Payments	(\$481,773)	Estimate		
	Balance at the End of FY 15-16	\$579,379	Estimate	81%	of operating
<b>2016-2017</b>					
Revenue	Rates	\$1,241,447	Estimate		
Revenue	Tap Fees	\$25,000	Estimate		
Revenue	Misc.	\$11,000	Estimate		
Expense	Operating	(\$736,983)	Estimate		
Expense	Capital Purchases	(\$45,000)	Estimate		
Expense	Bond Payments	(\$480,083)	Estimate		
	Balance at the End of FY 16-17	\$594,759	Estimate	81%	of operating

**State Revolving Fund**  
**EXHIBIT A**

Cost summary identifying design, construction, and administrative costs.

Planning Costs	\$54,597
User Charge System Development Costs	\$4,500
Design Engineering Cost	\$192,067
Legal/Financial Service Fees	\$10,450
Administrative Costs	\$0
Bond Counsel Fees	\$23,500
Bond Advertisement Costs	\$1,000
Bid Advertisement Costs	\$50
Capitalized Interest	\$0
Land Acquisition/Relocation Costs	\$0
Land Purchase Costs	\$0
Construction Engineering Costs	\$330,000
Construction Costs (bid contracts)	\$2,751,600
Construction Costs (force account)	\$0
Equipment Costs	\$0
Other Project Costs	\$0
Contingencies	\$202,066
LESS Other Sources of Funding (Grant funding of \$210,246 and associated local match of \$23,361 for S2 Project No. 9188-01, and cash on hand of \$36,223)	<u>(\$269,830)</u>
<b>TOTAL PROJECT COSTS APPROVED</b> <b>(rounded to nearest \$5,000)</b>	<b>\$3,300,000</b>



## Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: Segment D1 - Connecting Communities Match Request  
Date: March 27, 2013

Washtenaw County Parks Commission has awarded the Village of Dexter \$225,000 for the Connecting Communities Grant Program. Upon review of the submittal the Commission requested additional information on the Village's contribution (grant match) to the project. At this time the Village has not proposed to provide any matching funds.

Washtenaw County staff has subsequently requested that the Village consider a contribution to the project. At this time it has been requested that an amount not to exceed \$8,393.00 be provided for project design. The amount is to fund design work as described in the attached scope of services from Conservation Design Forum (CDF). Please note that the scope will be managed by Washtenaw County Parks

The County and Village staff have met several times to discuss the project and the impacts to the existing DPW facility and driveway, as well as previously during the Central Street Design review. Recent meetings with MDOT (owner of the Right-of-way and permit issuer) have also resulted in additional redesign costs.

As directed by Council staff is working on scheduling another design meeting to attempt to meet the needs of the DPW staff and MDOT prior to presenting the site plan for final approval to the Parks and Recreation Commission, Planning Commission and Village Council.

It is recommended that if Council chooses to contribute to the project that the funding be budgeted for FY13-14. Chances are that the project will not be under construction until that time anyway. If the Village commits to the funding for FY13-14 staff can work with the County to provide them with the match on July 1, 2013.

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



## Conservation Design Forum

Ecological Design Services • Landscape Architecture • Planning • Civil/Water Resources Engineering  
Sustainable Urbanism • Ecosystem Sciences

March 11, 2013

Coy Vaughn, AICP,  
Superintendent of Park Planning  
Washtenaw County Parks & Recreation Commission  
2230 Platt Road  
Post Office Box 8645

**Re: Border to Border: Segment D1, Dexter DPW Section Proposal**

Dear Coy:

This letter outlines the scope of services requested for completing the remaining section of Segment D1 [Dexter DPW Section] for the River Terrace Trail from Station 0+00 to Station 13+00. This work effort is in response to meetings and correspondence with MDOT, Amtrak and the Village of Dexter to insure the trail meets state and federal design standards for safety along the Amtrak rail line and the DPW access road.

For efficiencies, much of the construction detailing work and technical specifications have been completed from earlier phases; requiring minor modifications and updating in Task 2. Additionally, within Task 3, the fee reflects amending the construction contract with AnLaan Corporation. Given their familiarity with the River Terrace Trail, this may be the most cost efficient way to complete the remaining 1400 linear feet of trail. If WCPARC decides to proceed with the conventional bidding process, CDF would provide a fee to assist in preparing bidding documents, advertising, reviewing bids and making a recommendation; likely between \$1,100 and \$2,000. We will need to discuss in more detail each party's responsibilities prior to moving ahead on this course. The *Dexter DPW Section* scope requires the following:

### SCOPE OF PRIMARY SERVICES

In general, CDF's services encompass redesigning elements of work per MDOT recommendations to provide safe

**Task 1A. Alternative Design Study** – CDF will collaborate with WCPARC, Village of Dexter and their engineer, OHM to study alternative routes to the north of the DPW facility.

**Task 1B. Design Development [Redesign]** – CDF will redesign the Trail from STA 0+00 to STA 13+00 to comply with MDOT and Amtrak's recommendations per the January 25<sup>th</sup>, 2013 meeting. CDF will prepare final Design Development Documents based on the approved design from MDOT, Amtrak and the Village of Dexter. The design will also reflect the needs identified in consultation with WCPARC staff, State and local authorities and the limitations of available funding. These documents will review and refine outstanding design issues, and fix and describe the size, character and layout of the site improvements as related to systems, materials, and other elements. The final products at this stage will include detailed level plan drawings to illustrate the overall character of the proposed design (in plan and section).

*Meetings for Task 1 - Design Development Phase include the following:*

- Meeting with regulatory agencies; MDOT, Amtrak and Dexter – 1 (Completed)
- Owner Review Meetings - 2

185 S York Street  
Elmhurst, IL 60126  
(630) 559 2000 general  
(630) 559 2030 fax

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

220 South Main Street  
Ann Arbor, MI 48104  
(734) 663 3751 general  
(734) 663 0722 fax

**Task 2. Construction Drawings, Specifications and Bidding Documents** – Following approval of the Design Development package, CDF will prepare final plans and Construction Documents which will consist of, in part, updating drawings and updating technical specifications setting the requirements for project construction. The documents will be submitted to the necessary regulatory agencies to obtain requisite permits required prior to initiation of project construction. Revisions requested by these agencies, and agreed to by WCPARC staff, will be performed by CDF as part of this base fee. In addition, quantity take-offs and a final cost estimate will be prepared prior to progression to the construction phase. The CDF will work closely with WCPARC staff in preparing suitable plans, specifications and construction documents.

*Meetings for Task 2 - Construction Documentation include the following:*

- Coordination Meetings with WCPARC and Village of Dexter – 1
- State/Federal Permitting Agency Meetings - 1
- Local Permitting Agencies [County Road & Water Resources (SESC)] - 2

**Task 3. Construction Administration** - Once a contract has been awarded, CDF will work closely with WCPARC staff to ensure that the project is built according to the drawings and specifications. The CDF will attend a pre-construction meeting with WCPARC staff and the General Contractor. During the course of construction, CDF will coordinate with the General Contractor and WCPARC staff to conduct up to 3 (three) regular construction progress meetings and . During construction, the CDF will review and approve shop drawings, pay requests, and submittals, and respond to contractor requests for information or change orders. If the County determines that there is a need for additional onsite supervision, or inspections, County may hire a third party to provide these services as necessary at County expense.

*Meetings for Task 3 - Construction Administration include the following:*

- Pre-construction meeting – 1
- Construction Progress Meetings – 3
- Construction Observation Meetings - 10

## **SCHEDULE**

TBD

## **REMUNERATION**

Conservation Design Forum will complete the SCOPE OF PRIMARY SERVICES as described in Task 1, 2 and 3 for the lump sum indicated.

## **REIMBURSABLE EXPENSES**

Costs for all project expenses including shipping, courier services, printing, plotting, reproductions, aerial photographs, maps, and supplies will be invoiced monthly at cost plus 15%. Travel expenses including mileage will be invoiced at cost. An additional [\$425] should be budgeted for Reimbursable Expenses.

## **PRIMARY SERVICES**

Conservation Design Forum

Task 1A: Alternative Route Study	\$ 500
Task 1B: Design Development [Redesign]	\$ 1,745
Task 2: Construction Documents	\$ 2,655
Task 3: Construction Administration	\$ <u>3,068</u>
TOTAL Task 1, 2 & 3	7,968
Reimbursable Expenses	\$ <u>425</u>
TOTAL	\$ 8,393

In summary, total project cost is estimated at not to exceed \$8,393.

Services described above shall be provided in accordance with the terms and conditions in Appendix A

#### Hourly Rates

The following hourly rates are the basis of CDF professional fees and will be charged for all work authorized by the Client and not included in the basic scope of services. These rates are subject to semi-annual review and revision.

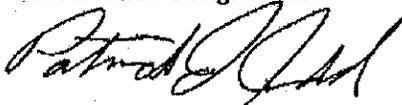
<u>Position</u>	<u>Rate</u>
Principal	\$150.00 /hour
Senior Associate	\$115.00 /hour
Associate	\$105.00 /hour
Engineer Project Manager	\$115.00 /hour
Project Manager	\$90.00 /hour
Professional Staff	\$80.00 /hour
Technical Staff	\$50.00 /hour

We suggest this draft proposal is for your review relative to our assumptions regarding the scope of the project and suggest that we talk soon to address any questions you or staff may still have.

In closing, thanks for the opportunity to continue being of assistance to WCPARC on implementing this section of the Border to Border. We look forward to finishing this project.

Sincerely,

Conservation Design Forum



Patrick J. Judd, RLA, ASLA  
Senior Associate



David J. Yodanis, ASLA, AICP, LEED AP  
Director of Landscape Architecture and Planning

Conservation Design Forum

## Appendix A

### Professional Services Agreement

This Professional Services Agreement (Agreement) is made this \_\_\_\_ day of \_\_\_\_\_, 2013 between Conservation Design Forum, hereafter referred to as the "Consultant" and Village of Dexter, hereafter referred to as the "Client." In consideration of the mutual promises set forth herein, the parties agree as follows:

### Scope of Services / Schedules and Deliverables

Conservation Design Forum will provide professional consulting services for the Project, described in the Scope of Basic Services, attached hereto and made a part of this Agreement.

### Part 1 - General Terms

1. The total Project Fee for Tasks 1 through 3 described above is **\$7,968** plus an additional **\$425** anticipated for reimbursable expenses as outlined above for a Total Fee of **\$8,393**. These tasks will be invoiced monthly as work progresses based upon the percentage complete of each task. (Also, see Reimbursable expenses.)
2. Fee proposals for Additional Services will be prepared upon request. Work for additional services will only proceed with prior authorization.
3. A signed copy of this proposal will serve as a contract and supersedes any previous authorization to proceed.
4. This Agreement may be terminated at any time by the Consultant or Client should the other party fail to perform any material obligations hereunder by giving thirty (30) days written notice of such termination by registered or certified mail or nationally/regionally recognized overnight courier or delivery service to either party's principal place of business. If this Agreement is terminated, Consultant shall be paid in accordance with the provisions of this Agreement for all work performed up to the date of termination, all reimbursable expenses, other costs and reasonable termination expenses incurred by Consultant.
5. Additional work requested by the Client will be performed and invoiced at the hourly rates provided. Additional work includes participation and/or participation in any meetings or public presentations other than those specifically described above.
6. Payment is due thirty (30) days from the date of invoice. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of one and one-half (1.5) percent (twelve (18) percent annually) until paid in full.
7. If issues beyond the control of Consultant work for more than ninety (90) days, the terms and fees of this contract are subject to revision.
8. Consultant shall be given proper credit and acknowledgement for all services including but not limited to: planning, design, and implementation. Proper credit shall be defined as being named by Client or their Agent in such circumstances as project identification boards, published articles, or promotional brochures.
9. Consultant agrees to indemnify and hold harmless the Owner and all of its partners, principals, officers, directors, employees, and agents against any and all claims, losses, penalties, fines, forfeitures, reasonable attorneys' fees, judgments, amounts paid in settlement, and related litigation costs, and other fees and expenses which result from Consultant, its partners', principals', officers', directors', employees', agents', or permitted assigns' negligence or intentional, willfully wrongful, wanton, or reckless acts in connection with Consultant's performance under this Agreement.
10. The Owner agrees to indemnify and hold harmless Consultant and all of its partners, principals, officers, directors, employees and agents against any and all claims, losses, penalties, fines, forfeitures, reasonable attorneys' fees, judgments, amounts paid in settlement, and related litigation costs, and other fees and expenses which result from the Architect's, its partners', principals', officers', directors', employees', agents', or permitted assigns' negligence or intentional, willfully wrongful, wanton, or reckless acts in connection with Architect's performance under this Agreement.
11. In recognition of the relative risks, rewards, and benefits of the project to both the Client and Consultant, the Client hereby agrees that the risks shall be allocated so that, to the fullest extent permitted by law, Consultants'

total liability to the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of Twenty-Thousand dollars (\$20,000), or the amount of the Consultant's fee, whichever is lesser. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

- 12. The term force majeure as used herein shall mean an unforeseen event, occurrence beyond the control and without the fault or negligence of a party including, but not limited to: earthquake, weather, flood, fire, explosion, malicious mischief, insurrection, riot, labor strike, lockouts, boycott, acts of a public enemy, war, compliance with any order or directive of any governmental agency. To the extent that a party's performance under this Agreement is rendered impossible or impracticable due to force majeure, that party shall be relieved of any further obligation under this Agreement except as to obligations incurred prior to the force majeure event which by their nature survive termination, including payment and indemnity obligations hereunder.
- 13. Any claim or dispute between the Client and Consultant shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. This Agreement shall be governed by the ordinances and regulations of Washtenaw County and the laws of the State of Michigan.
- 14. This Agreement and any attachments or exhibits hereto represent the entire Agreement between Consultant and Client. There are no prior unwritten, oral, or other agreements between the parties regarding this matter. This Agreement may be amended or modified only with the approval of both Consultant and Client.

**Acceptance**

When executed by both parties this Agreement shall evidence the entire agreement between Consultant and Client. This document is being executed in two (2) counterpart originals with attachments, each of which has the full force and effect of an original.

VILLAGE OF DEXTER

CONSERVATION DESIGN FORUM

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

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

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

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

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

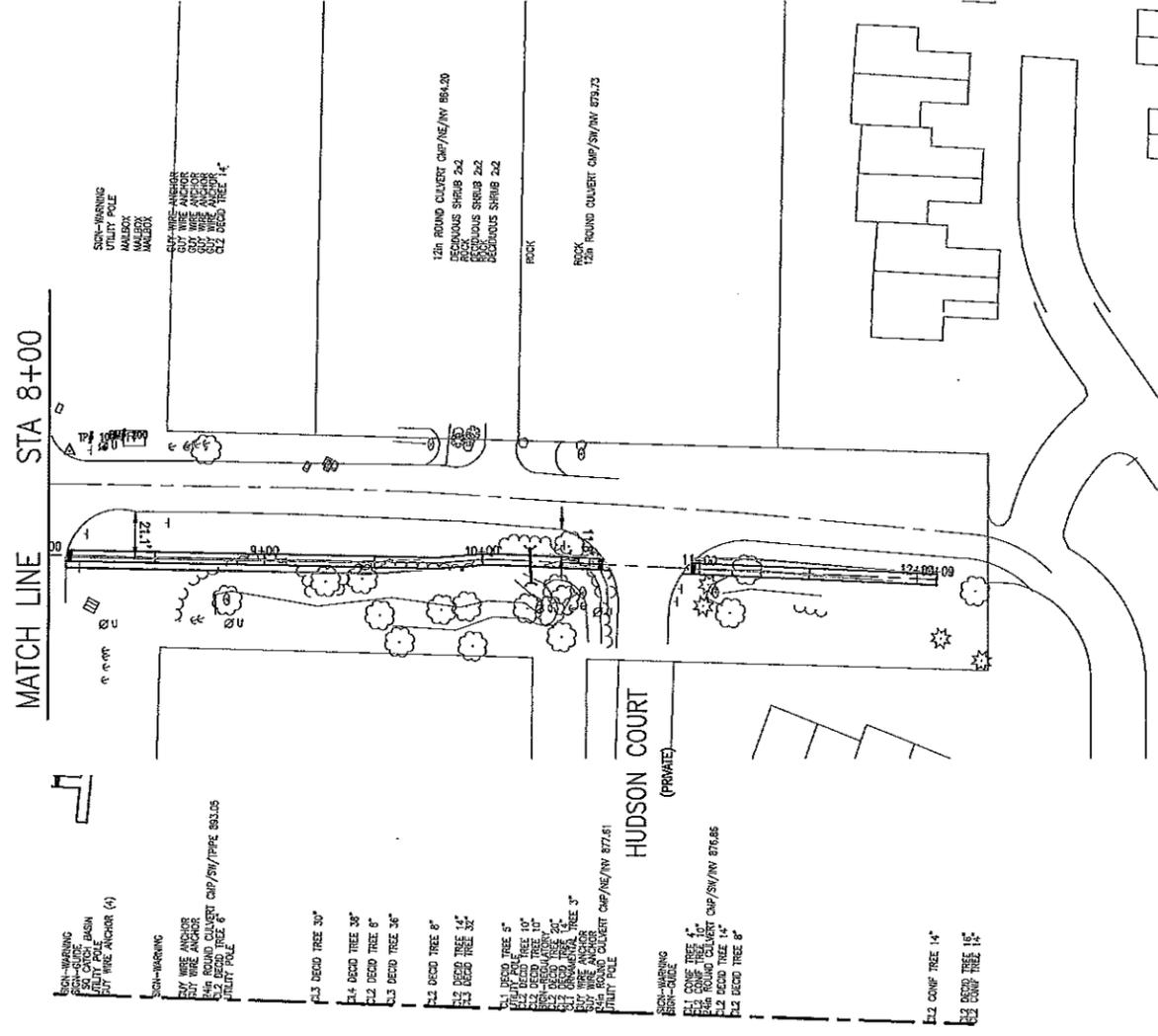
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Date: \_\_\_\_\_



# HUDSON STREET (99' R.O.W.)




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**VILLAGE OF DEXTER 2013  
PAVING AND SIDEWALK IMPROVEMENTS  
CONSTRUCTION PLAN  
STA TO STA**

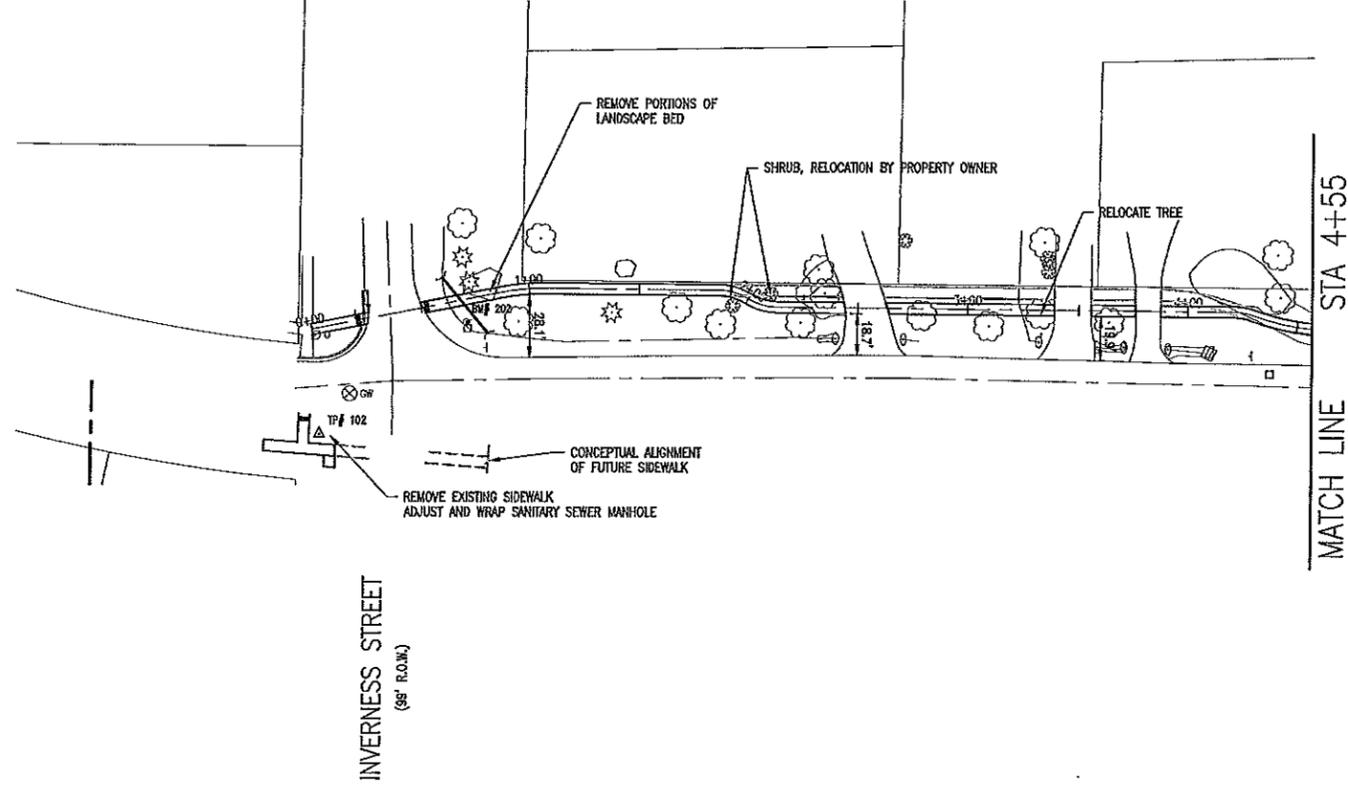
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 OF 3

DATE	02/12/2013	CADD	JK	DESIGNER	PMD	PROJ. MGR.	PMD	SECTION	6	TOWN	SE	RANGE	SE	COUNTY	WASHINGTON	CITY/TOWNSHIP	DEXTER	SCALE	H: 1"=40' V: 1"=4'	PROJECT NO.	0130-13-0020	VERT. DATUM	NAVD 83
REVISIONS																							
VILLAGE OF DEXTER RESIDENCE																							
34000 Plymouth Road   Livonia, MI 48150   P (734) 522-6711   F (734) 522-6427 WWW.OHM-ADVISORS.COM																							

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SECOND STREET  
(99' R.O.W.)

- POWER POLE
- SIGN-WARNING
- C1.2 DECID TREE 24"
- C1.2 DECID TREE 24"
- C1.1 CONIF TREE 4"
- C1.1 CONIF TREE 4"
- C1.2 DECID TREE 24"
- C1.2 DECID TREE 14"
- C1.2 CONIF TREE 6"
- C1.1 ORNAMENTAL TREE 3"
- C1.1 ORNAMENTAL TREE 3"
- DECIDUOUS SHRUB 5x5
- DECIDUOUS SHRUB 6x6
- S1.1 ORNAMENTAL TREE 4"
- S1.1 ORNAMENTAL TREE 4"
- C1.2 DECID TREE 24"
- 12in ROUND CULVERT CMP/SE/IN/IN BR64.2
- 18in ROUND CULVERT CMP/SE/IN/IN BR64.55
- DECIDUOUS SHRUB 6x6
- C1.1 ORNAMENTAL TREE 3"
- C1.4 DECID TREE 30"
- 12in ROUND CULVERT CMP/IN/IN/IN BR74.2
- S1.1 ORNAMENTAL TREE 3"
- S1.1 ORNAMENTAL TREE 3"
- DECIDUOUS SHRUB 2x2
- DECIDUOUS SHRUB 2x2
- 24in ROUND CULVERT CMP/SE/IN/IN BR7.05
- C1.1 ORNAMENTAL TREE 2"
- 12in ROUND CULVERT CMP/IN/IN/IN BR64.67
- 12in ROUND CULVERT CMP/SE/IN/IN BR64.8
- S0 CATCH BASIN
- SEAL-REGULATORY
- CUT-NURSE TREE 30"
- C1.4 DECID TREE 30"



DATE	09/21/2013	CAD	JK	ENG/ARCH	PMD	PROJ/ARCH	PMD	SECTION	6	TOWN	25	RANGE	SE	COUNTY	WASHTENAW	CITY/TOWNSHIP	DEXTER	SCALE	H: 1/4"=1'	V: 1"=10'	PROJECT NO.	0130-13-0020	ISSUE	REVISED	DATE	11/01/08
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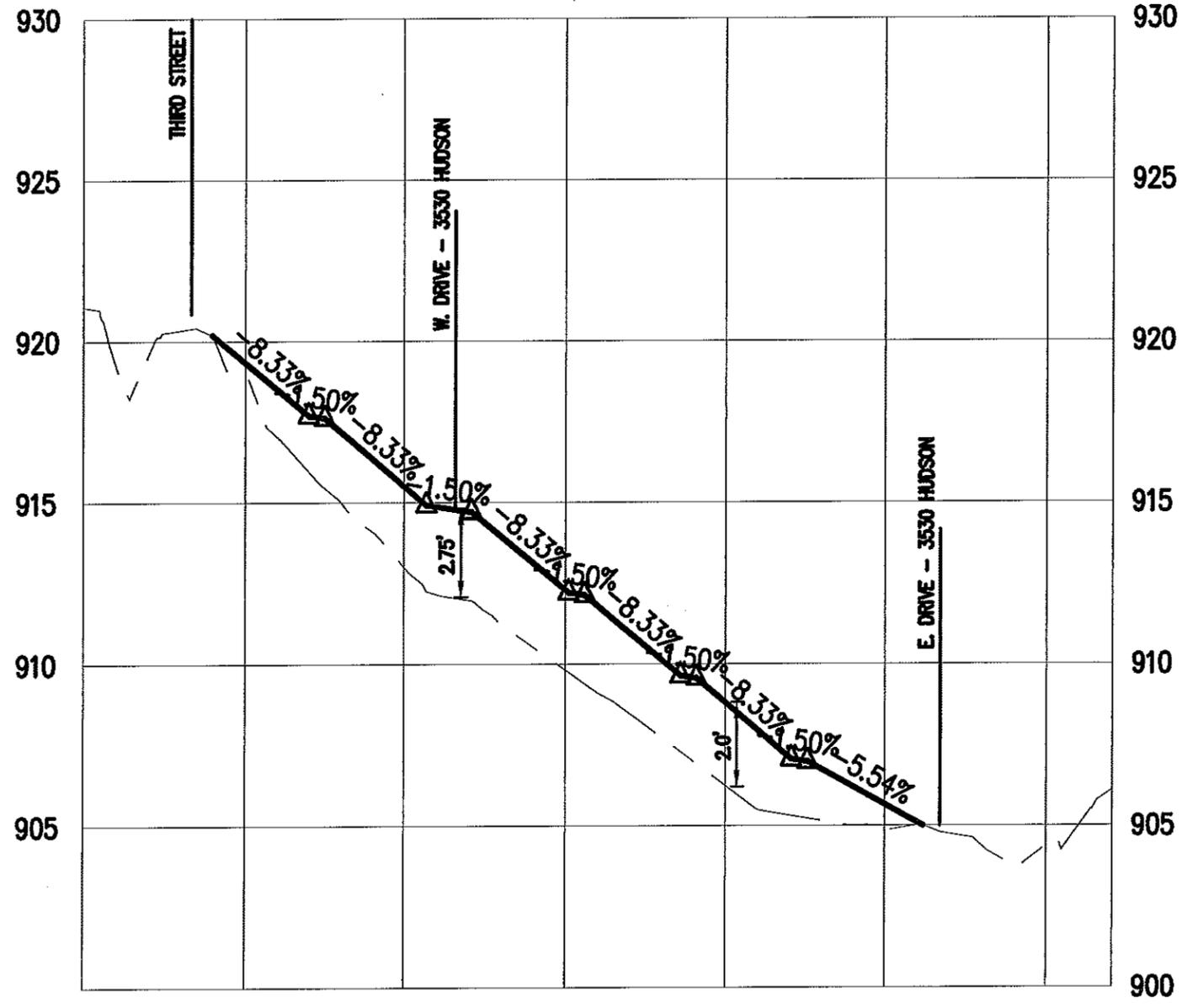
VILLAGE OF DEXTER 2013  
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<b>921.06</b>	<b>913.00</b>	<b>906.25</b>	<b>904.37</b>
			906.1
			<b>906.09</b>