

DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, APRIL 8, 2013

AGENDA 4-22-13  
ITEM C-1

**A. CALL TO ORDER**

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

**B. ROLL CALL:** President Keough

J. Carson

P. Cousins

D. Fisher

J. Knight

J. Semifero-ab

R. Tell

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Carol Jones, Village Clerk; Scott Mauer, Water and Sewer Department; Patrick Droze and Rhett Gronevelt, Orchard, Hiltz & McCliment; residents and media.

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting – March 25, 2013

Motion Knight; support Fisher to approve the minutes of the Regular Council Meeting of March 25, 2013 as presented.

Unanimous voice vote for approval with Trustee Semifero absent

**D. PREARRANGED PARTICIPATION**

None

**E. APPROVAL OF THE AGENDA**

Motion Cousins; support Fisher to approve the agenda with the addition of additional information for New Business Item L-4, Design for the Border to Border Trail.

Unanimous voice vote for approval with Trustee Semifero absent

**F. PUBLIC HEARINGS**

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

None

**G. NON-ARRANGED PARTICIPATION**

None

## H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar
3. Request for Tree Planting Volunteers
4. Faith in Action Dinner Invitation

## I. REPORTS

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

None

2. Subcommittee Reports - None

Broad Redevelopment Committee  
Economic Preparedness  
Facilities  
Website

3. Village Manager Report

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

- Still working on a date for a joint DDA/Council meeting and may possibly have it prior to the May 13 meeting.
- There will be an action item on April 22 on the water tower maintenance.
- There will be a presentation on Monday, April 22 at 3:30 regarding Safe Routes to School.
- Request from DexTech for additional parking has gone through Administrative Review and will be forwarded to Planning Commission.
- Ms. Nicholls explained that Adams Billboard has the annual free space for the Village either at I-94 and Jackson or I-94 and Fletcher. She would like to use the I-94 and Jackson to advertise the Farmer’s Market.

4. President’s Report

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

- Spoke about meeting with DexTech and their intent to request annexation of 17 acres next to the Industrial Park from Scio Township to the Village.
- Attended the Urban Core Transit Meeting but will not be able to attend the April 25 meeting. Trustee Carson will be attending.

- Spoke of the copy of a draft agenda for the April 17 meeting included in the packet.
- The Regional Fire Committee meeting has been moved to Friday, April 12 from April 10.

**J. CONSENT AGENDA**

1. Consideration of: Bills and Payroll in the amount of \$114,646.71
2. Consideration of: Reappointment to the Public Art Selection Committee
3. Consideration of: American Legion Request to Sell Poppies on Village Sidewalks on May 17-18, 2013

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

Unanimous voice vote for approval with Trustee Semifero absent

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

1. Discussion of: Cityhood Next Steps

President Keough spoke about attending a meeting on Saturday April 6 sponsored by the Keep Dexter A Village committee along with other Council Members. At the meeting it was suggested by a resident attending the meeting that a mass mailing to Village residents as to the purpose of the election may be needed.

Motion Cousin; support Tell to produce a document to be sent to residents regarding the facts of cityhood.

Ayes: Carson, Cousins, Tell and Keough

Nays: Fisher and Knight

Absent: Semifero

Motion carries 4 to 2

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

1. Discussion of: Sidewalk Alignment on Second/Hudson

Patrick Droze of Orchard, Hiltz and McCliment spoke of the project and procedures used to inform and listen to the residents about the project. Will now proceed to the bidding process.

2. Consideration of: Recommendation to approve the Proposed Construction Cost Increase for the Sludge Project of \$250,000 to be paid for from the Sewer Fund Reserve

Motion Carson; support Cousins to approve the proposed construction cost increase for the Sludge Project of \$250,000 to be paid for from the Sewer Fund Reserve.

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

3. Consideration of: Recommendation to approve the Orchard Hiltz McCliment Proposal for additional On-site Inspection Services for the Sludge Project in an amount not to exceed \$89,000 to be paid for from the Sewer Fund Reserve

Motion Carson; support Fisher to approve the Orchard Hiltz McCliment Proposal for additional on-site inspection services for the Sludge Project in an amount not to exceed \$89,000 to be paid for from the Sewer Reserve Fund.

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

4. Consideration of: Recommendation to approve \$8,393 for Design Services for Border to Border Trail

Motion Cousins; support Carson to approve \$8,393 for Design Services for the Border to Border Trail.

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

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

Cousins	None
Fisher	None
Jones	None
Knight	Trusting that the literature being put out by the Village on Cityhood will not be biased.
Tell	None
Carson	None
Semifero	Absent

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

Matt Tierney of 7639 Second Street, Dexter spoke that he was previously concerned about sidewalk projects but he has a much better feeling about the process now.

**O. ADJOURNMENT**

Motion Cousins; support Fisher to adjourn at 8:40 PM.

Unanimous voice vote for approval with Trustee Semifero 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 Fire Board	4/18/2013	6:00 p.m.	Dexter Township Hall	<a href="http://dexterareafire.org/">http://dexterareafire.org/</a>	Ray Tell/Jim Seto
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
3045 Broad Redevelopment Team	4/24/2013	5:30 p.m.	Village Offices	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Donna Fisher, Shawn Keough, 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>	
Dexter Village Public Art Selection Committee	4/30/2013	7:00 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Paul Cousins
Washtenaw County Board of Commissioners	5/1/2013	6:45 p.m.	Board Room, Admin Building	<a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>	
Washtenaw Area Transportation Study-Technical	5/1/2013	9:30 a.m.	Road Commission Offices	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Rhett Gronewelt
Dexter Village Budget Work Session	5/1/2013	6:00 p.m.	Copeland Board Room	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
Dexter Area Historical Society Board	5/2/2013	7:30 p.m.	Gordon Hall	<a href="http://www.dextermuseum.org/">http://www.dextermuseum.org/</a>	
Dexter Community Schools Board of Education	5/6/2013	7:00 p.m.	Creekside Intermediate School	<a href="http://dexterschools.org/">http://dexterschools.org/</a>	
Dexter District Library Board	5/6/2013	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 Planning Commission	5/6/2013	7:30 p.m.	Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Joe Semifero
Dexter Village Arts, Culture & Heritage Committee	5/7/2013	7:00 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Paul Cousins
Dexter Area Chamber of Commerce	5/8/2013	8:15 a.m.	Copeland Board Room	<a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>	Julie Knight
Regional Fire Consolidation	5/8/2013	8:30 a.m.	Scio Township Hall		Shawn Keough
Gateway Initiative (Big 400)	5/10/2013	9:30 a.m.	Waterloo Recreation Area		Paul Cousins, Carol Jones
Dexter Village Council	5/13/2013	7:30 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
Scio Township Planning	5/13/2013	7:30 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	
SH - Dexter Coalition	5/14/2013	5:30 p.m.	Copeland Board Room		Paul Cousins, Donna Dettling
Scio Township Board	5/14/2013	7:00 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	
Washtenaw County Board of Commissioners	5/15/2013	6:45 p.m.	Board Room, Admin Building	<a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>	
Dexter Downton Development Authority	5/15/2013	7:30 a.m.	Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Shawn Keough
Washtenaw Area Transportation Study-Policy	5/15/2013	9:30 a.m.	Scio Township Hall	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Jim Carson

AGENDA 4-22-13  
M-1

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



2013 Temporary Sign Requests

AGENDA 4-22-13  
M-2

Month	Name of Group	Dates	Number Approved	Approval Date	Locations	June Cont	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"	1/3/2013	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		July	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	1,2,4,5,10		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	August	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" 2 - 22" x 28"	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	1 - 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	September	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	1 - 18" x 24"	3/28/2013	1,2,4,5,44
	High School Drama Club - Play	3/2-3/10	1 - 3' x 4'	2/25/2013	3						
	Community Orchestra - Concert	3/3-3/17	2 - 3' x 4'	2/26/2013	1,5	October	Encore - Intermittent	9/26-10/20	1 - 36" x 24"	12/3/2012	15
	Knights of Columbus - Quatermanie	3/7-3/21	5 - 18" x 24"	3/5/2013	1,2,4,5,10		Friends of the Library - Book Sale	10/3-10/5	5 - 18" x 24"	12/5/2012	1,4,16,19,20
	Connexions Church - Egg Hunt	3/25-3/31	1 - 3' x 5'	3/21/2013	9		St. Andrew's - Monthly Dinner	9/30-10/3	1 - 36" x 24"	1/3/2013	8
April	Encore - Intermittent	3/28-4/14	1 - 36" x 24"	12/3/2012	15						
	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	4/1-4/4	1 - 36" x 24"	1/3/2013	8						
	St. Andrew's - Blood Drive	4/11-4/22	2 - 28" x 22" 2 - 3' x 4'	1/3/2013	8 (2)						
	High School Drama Club - Play	4/6-4/21	3 - 18" x 24"	2/25/2013	2,4,5,44,3	November	Friends of the Library - Book Sale	10/31-11/2	5 - 18" x 24"	12/5/2012	1,4,16,19,20
	Community Orchestra - Ensemble	4/12-4/14	2 - 3' x 4'	4/11/2013	1,5		St. Andrew's - Monthly Dinner	11/4-11/7	1 - 36" x 24"	1/3/2013	8
May	United Methodist - Rummage Sale	4/15-4/27	2 - 2' x 3' 1 - 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	December	Encore - Intermittent	11/22-12/22	1 - 36" x 24"	12/3/2012	15
							Friends of the Library - Book Sale	12/5-12/7	5 - 18" x 24"	12/5/2012	1,4,16,19,20
June	Encore - Intermittent	5/16-6/9	1 - 36" x 24"	12/3/2012	15						
	Friends of the Library - Book Sale	5/30-6/1	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, 17 - Edison/Ann Arbor Street, 18 - Dover/Fifth, 19 - Central/Fifth, 20 - Broad/Fifth, 21 - Mill Creek Middle School, 22 - Fourth/Inverness, 23 - Dexter Bakery, 24 - Lighthouse, 25 - Dexter Pharmacy, 26 - Warrrior Creek Park Driveway, 27 - Dexter Flowers, 28 - Terry B's, 29-7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33 - Lions Park, 35-Dexter Crossing Entrance, 36 - Dan Hoey/Dexter Ann Arbor, 37 - Dover/Main, 38 - Fourth/Central, 39 - Baker/Hudson, 40 - Inverness/Ann Arbor, 41 - Main/Jeffords, 42 - Third/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



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

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

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

**Department Activities**

**2012 Tax Year**

The 2012 tax year is complete. Real property collection came in at 97.45% and personal property collection at 99.99%. The County will be paying us \$62,148.42 in delinquent taxes and interest in May 2013.

**Village Website**

The Village website has been launched. We have been working on tweaking things, adding information, and other general administrative work. If you see something that needs to be added or changed, please let me know.

**GFOA Distinguished Budget Award**

The Village received its fourth consecutive distinguished budget award.

**Education and Committee Memberships**

- I am a current member of the Michigan Municipal Treasurer Association's (MMTA) Education Committee and the Michigan Government Finance Officers (MGFOA) Mentoring Committee, and am continuing as a budget reviewer for the Government Finance Officer's Association.
- I attended the MGFOA/MMTA Spring Seminar in Lansing in March. The main topics of conversation were EVIP requirements, the emergency manager laws, and the personal property tax legislation.



Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

February 21, 2013

Ms. Marie Sherry  
Treasurer/ Finance Director  
Village of Dexter  
8140 Main Street  
Dexter, MI 48130

Dear Ms. Sherry:

A Panel of independent reviewers has completed its examination of your budget document. We are pleased to inform you that the panel has voted to award your budget document the Distinguished Budget Presentation Award for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. Enclosed is an application form to facilitate a timely submission. This form should be submitted with four copies of your budget accompanied by the appropriate fee.

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

**Marie Sherry, Treasurer/ Finance Director**

Your award plaque will be mailed separately and should arrive within eight to ten weeks. Enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria.

The following standardized text should be used:

Ms. Marie Sherrv  
February 21, 2013  
Page 2

The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **Village of Dexter, Michigan** for its annual budget for the fiscal year beginning **July 1, 2012**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

A press release is enclosed.

The Government Finance Officers Association encourages you to make arrangements for a formal presentation of the award. If you would like the award presented by a member of your state or provincial finance officers association, we can provide the name of a contact person for that group.

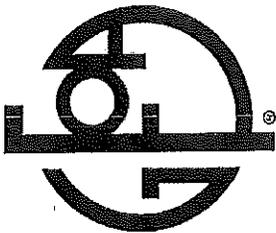
We appreciate your participation in this program and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients (with hyperlinks) can be found on GFOA's website at [www.gfoa.org](http://www.gfoa.org). If we can be of further assistance, please contact the Technical Services Center.

Sincerely,



Stephen J. Gauthier, Director  
Technical Services Center

Enclosure



The Government Finance Officers Association  
of the United States and Canada

presents this

## CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

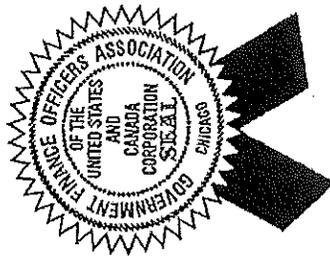
to

Marie Sherry, Treasurer/ Finance Director  
Village of Dexter, Michigan

*The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.*

Executive Director

Date February 21, 2013





GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**Village of Dexter  
Michigan**

For the Fiscal Year Beginning

**July 1, 2012**

*Christopher P. Morrell*

President

*Jeffrey R. Emer*

Executive Director

**BUDGET REVIEW COMPOSITE RATING FORM**  
**GFOA Distinguished Budget Presentation Awards Program**

illage of Dexter  
 ichigan

cal period beginning July 2012

ument number B9929457 777

At least two of the three reviewers must rate the document proficient or outstanding ratings on all four overall categories and all mandatory criteria in order for the document to receive the award.

Information	Does Not		
Not Present	Satisfy	Proficient	Outstanding
(1)	(2)	(3)	(4)

		✓	✓		*
		✓	✓		
		✓	✓		*
		✓	✓		*

- Introduction and Overview**
- \* C1 Table of contents (mandatory)
  - P1 Strategic goals & strategies
  - P2 Short-term organization-wide factors influencing decisions
  - \* P3 Priorities and issues (mandatory)
  - \* C2 Budget Overview (mandatory)

		✓	✓		*
		✓	✓	✓	
		✓	✓	✓	
		✓	✓	✓	*
		✓	✓	✓	*

- Financial Structure, Policy, and Process**
- \* O1 Organization chart (mandatory)
  - F1 Fund descriptions and fund structure
  - O2 Department/fund relationship
  - F2 Basis of Budgeting
  - \* P4 Financial policies (mandatory)
  - \* P5 Budget process (mandatory)

		✓	✓		*
		✓	✓		*
		✓	✓	✓	*
		✓	✓	✓	*
		✓	✓	✓	

- Financial Summaries**
- \* F3 Consolidated financial schedule (mandatory)
  - \* F4 Three (four) year consolidated and fund financial schedules (mandatory)
  - \* F5 Fund balance (mandatory)
  - \* F6 Revenues (mandatory)
  - F7 Long-range financial plans

		✓	✓	✓	*
		✓	✓	✓	*
		✓	✓	✓	

- Capital & Debt**
- \* F8 Capital expenditures (mandatory)
  - F9 Impact of capital investments on operating budget
  - \* F10 Debt (mandatory)

		✓	✓		*
		✓	✓		*
		✓	✓		
		✓	✓		

- Departmental Information**
- \* O3 Position summary schedule (mandatory)
  - \* O4 Department descriptions (mandatory)
  - O5 Unit goals and objectives
  - O6 Performance measures

		✓	✓		
		✓	✓		
		✓	✓	✓	
		✓	✓	✓	

- Document-wide Criteria**
- C3 Statistical/supplemental section
  - C4 Glossary
  - C5 Charts and graphs
  - C6 Understandability and usability

		✓	✓	✓	
		✓	✓	✓	
		✓	✓	✓	
		✓	✓	✓	

- Overall as a policy document
- Overall as a financial plan
- Overall as an operations guide
- Overall as a communications device

yes  no

**SPECIAL CAPITAL RECOGNITION** - outstanding ratings by all three reviewers on F#8 & F#9

**SPECIAL PERFORMANCE MEASURE RECOGNITION** - outstanding ratings by all three reviewers on O#6

1 = Information not present, 2= Does not satisfy criterion, 3=Proficient, 4= Outstanding

Please rate each criterion and each overall category

**Policy**  
**Financial**  
**Operations**  
**Communications**

**Grade**

* C1				3
P1	3			
P2	3			
* P3	3			
* C2				3
* O1			3	
F1		3		
O2			3	
F2		3		
* P4	3			
* P5	3			
* F3		3		
* F4		3		
* F5		4		
* F6		3		
F7		4		
* F8		3		
F9		3		
* F10		3		
* O3			3	
* O4			3	
O5			3	
O6			3	
C3				3
C4				3
C5				3
C6				3
	3			
		3		
			3	
				3

**Criteria Description**

**Introduction and Overview**

**Table of contents (mandatory)**

Strategic goals & strategies

Short-term organization-wide factors influencing decisions

**Priorities and issues (mandatory)**

**Budget Overview (mandatory)**

**Financial Structure, Policy, and Process**

**Organization chart (mandatory)**

Fund descriptions and fund structure

Department/fund relationship

Basis of Budgeting

**Financial policies (mandatory)**

**Budget process (mandatory)**

**Financial Summaries**

**Consolidated financial schedule (mandatory)**

Three (four) year consolidated and fund financial schedules (mandatory)

**Fund balance (mandatory)**

**Revenues (mandatory)**

Long-range financial plans

**Capital & Debt**

**Capital expenditures (mandatory)**

Impact of capital investments on operating budget

**Debt (mandatory)**

**Departmental Information**

**Position summary schedule (mandatory)**

**Department descriptions (mandatory)**

Unit goals and objectives

Performance measures

**Document-wide Criteria**

Statistical/supplemental section

Glossary

Charts and graphs

Understandability and usability

Overall as a policy document

Overall as a financial plan

Overall as an operations guide

Overall as a communications device

Government Finance Officers Association  
Budget Presentation Awards Program

Village of Dexter, MI (FY 2012-2013)

The Budget as a Policy Document:

Thorough overview of past year; goals are explicitly detailed. The definition of success is implied by specific tasks being completed. Great discussion of factors influencing budget development including legislation. Financial policies are clear and concise. Good synopsis of plans; incorporate 5-year model, capital planning and goal setting into budget calendar and process. Be careful assuming what the reader knows about the organization or its operations and the community issues, especially regarding prior year activities and priorities. Consider having an outsider read for clarity and ease of understanding; try to focus intended message or theme.

The Budget as a Financial Plan:

Great fund balance discussion and graphs. Good revenue information and graphs. Debt explanation is clear. Capital projects are well explained and operating impact identified.

The Budget as an Operations Guide:

Good description of the relationship between accounting and organizational structure. Good performance measures with strong ties to organization wide goals. Consider additional measures that stretch capacity; 100% accomplishment all the time implies no room for improvement, the antithesis of performance management systems. Avoid technical jargon and be specific.

The Budget as Communications Device:

Inviting, easy-to-read document.

Great job!

R931 – 11/12

Reviewer ID R203  
 Name of Entity Village of Dexter  
 Record Number 300100601

Document Number B9929457  
 State/Province MI  
 Order Rec'd Number 777

1 = Information not present, 2= Does not satisfy criterion, 3=Proficient, 4= Outstanding

Policy Financial Operatio C Criteria Description

	Grade			
* C1				3
P1	3			
P2	3			
* P3	3			
* C2				3

Introduction and Overview

- Table of contents (mandatory)
- Strategic goals & strategies
- Short-term organization-wide factors influencing decisions
- Priorities and issues (mandatory)
- Budget Overview (mandatory)

* O1			3	
F1		4		
O2			4	
F2		4		
* P4	3			
* P5	3			

Financial Structure, Policy, and Process

- Organization chart (mandatory)
- Fund descriptions and fund structure
- Department/fund relationship
- Basis of Budgeting
- Financial policies (mandatory)
- Budget process (mandatory)

* F3		3		
* F4		3		
* F5		4		
* F6		3		
F7		2		

Financial Summaries

- Consolidated financial schedule (mandatory)
- Three (four) year consolidated and fund financial schedules (mandatory)
- Fund balance (mandatory)
- Revenues (mandatory)
- Long-range financial plans

* F8		4		
F9		3		
* F10		4		

Capital & Debt

- Capital expenditures (mandatory)
- Impact of capital investments on operating budget
- Debt (mandatory)

* O3			3	
* O4			3	
O5			3	
O6			3	

Departmental Information

- Position summary schedule (mandatory)
- Department descriptions (mandatory)
- Unit goals and objectives
- Performance measures

C3				3
C4				3
C5				4
C6				4

Document-wide Criteria

- Statistical/supplemental section
- Glossary
- Charts and graphs
- Understandability and usability

	3			
		3		
			3	
				4

- Overall as a policy document
- Overall as a financial plan
- Overall as an operations guide
- Overall as a communications device

Return this rating sheet and your narrative comments to the Budget Awards Program ([budgetawards@gfoa.org](mailto:budgetawards@gfoa.org))

Name of Entity: Village of Dexter  
Reviewer ID R 203  
Fiscal Year: 2013

State/Province: MI  
Document Number B9929457  
Record Number 300100601

### Introduction and Overview

- C1. **Mandatory:** The document shall include a table of contents that makes it easier to locate information in the document. 3 – proficient – The budget included a good table of contents.
- P1. The document should include a coherent statement of organization-wide, strategic goals and strategies that address long-term concerns and issues. 3 – proficient – The budget included good goals for the village as a whole. Look for ways to integrate these into other elements of the budget document more thoroughly.
- P2. The document should describe the entity's short-term factors that influence the decisions made in the development of the budget for the upcoming year. 3 – proficient– The budget describes the challenges, and goals of the village for the budget period briefly.
- P3. **Mandatory:** The document shall include a budget message that articulates priorities and issues for the upcoming year. The message should describe significant changes in priorities from the current year and explain the factors that led to those changes. The message may take one of several forms (e.g., transmittal letter, budget summary section). 3 – proficient – A good budget message was provided. The message provided a good mix of policy, finance and operational issues.
- C2. **Mandatory:** The document should provide an overview of significant budgetary items and trends. An overview should be presented within the budget document either in a separate section (e.g., executive summary) or integrated within the transmittal letter or as a separate budget-in-brief document. 3 – proficient - The budget includes good summary information that compliments the message.

### Financial Structure, Policy, and Process

- O1. **Mandatory:** The document shall include an organization chart(s) for the entire entity. 3 – proficient – The document includes an organization chart.
- F1. The document should include and describe all funds that are subject to appropriation. 4 – outstanding - The document describes the funds well including an illustration of the structure.
- O2. The document should provide narrative, tables, schedules, or matrices to show the relationship between functional units, major funds, and nonmajor funds in the aggregate. 4 – outstanding – The relationship of the fund and organizational structure is very clear as a result of the presentation.
- F2. The document shall explain the basis of budgeting for all funds, whether cash, modified accrual, or some other statutory basis. 4 – outstanding – The budget describes the basis of budgeting and contrasts it with the accounting basis very clearly.
- P4. **Mandatory:** The document should include a coherent statement of entity-wide long-term financial policies. 3 – proficient – the budget includes a good summary of financial policies. Look for ways to illustrate how they made an impact on developing the budget.
- P5. **Mandatory:** The document shall describe the process for preparing, reviewing, and adopting the budget for the coming fiscal year. It also should describe the procedures for amending the budget after adoption. 3 – proficient – the budget describes the process and includes a good calendar to visually illustrate the budget process.

### Financial Summaries

- F3. **Mandatory:** The document shall present a summary of major revenues and expenditures, as well as other financing sources and uses, to provide an overview of the total resources budgeted by the organization. 3 – proficient – the budget provides good financial summaries of revenues and expenditures by major revenues and major expenditures for the village as a whole. The financial plan presented for the village is clear.

- F4. **Mandatory:** The document must include summaries of revenues and other financing sources, and of expenditures and other financing uses for the prior year actual, the current year budget and/or estimated current year actual, and the proposed budget year. **3 – proficient - the budget includes good financial histories in the context of the financial schedules.**
- F5. **Mandatory:** The document shall include projected changes in fund balances, as defined by the entity in the document, for appropriated governmental funds included in the budget presentation (fund equity if no governmental funds are included in the document). **4 – outstanding - the budget includes good illustrations of the fund balances as well as a very good analysis of the uses and expectations for fund balances in the future.**
- F6. **Mandatory:** The document shall describe major revenue, explain the underlying assumptions for the revenue estimates, and discuss significant revenue trends. **3 – proficient – Good presentations on fund revenues are included.**
- F7. The document should explain long-range plans and its affect upon the budget and the budget process. **3 – proficient – The budget includes a brief discussion of long-range financial plans. Consider including supporting charts and tables that depict the financial plan in the future.**

### Capital & Debt

- F8. **Mandatory:** The document should include budgeted capital expenditures, whether authorized in the operating budget or in a separate capital budget. **4 – outstanding – Capital plans for the village are described well and include very good descriptions of the major projects.**
- F9. The document should describe if and to what extent significant nonrecurring capital expenditures will affect the entity's current and future operating budget and the services that the entity provides. **3 – proficient – the document includes a good discussion of the impact of capital improvements on future budgets.**
- F10. **Mandatory:** The document shall include financial data on current debt obligations, describe the relationship between current debt levels and legal debt limits, and explain the effects of existing debt levels on current operations. **4 – outstanding – the debt management plan and debt repayment of the village are described clearly in the document. In addition, the budget provides clarity on legal debt limits and debt's impact on operations.**

### Departmental Information

- O3. **Mandatory:** A schedule or summary table of personnel or position counts for prior, current and budgeted years shall be provided. **3 – proficient – good personnel summaries are included in the budget. The budget illustrates your staff plans well.**
- O4. **Mandatory:** The document shall describe activities, services or functions carried out by organizational units. **3 – proficient – the budget summary includes good operating data for each major operating unit in the budget.**
- O5. The document should include clearly stated goals and objectives of organizational units (e.g., departments, divisions, offices or programs). **3 – proficient – I felt the organizational units of the village were presented well.**
- O6. The document should provide objective measures of progress toward accomplishing the government's mission as well as goals and objectives for specific units and programs. **3 – proficient – performance measures are included for the village.**

### Document-wide Criteria

- C3. The document should include statistical and supplemental data that describe the organization, its community, and population. It should also furnish other pertinent background information related to the services provided. **3 – proficient – good supplemental information is included in the document to help set the stage for understanding the budget.**
- C4. A glossary should be included for any terminology (including abbreviations and acronyms) that is not readily understandable to a reasonably informed lay reader. **3 – proficient – the budget includes a good glossary of typical terms and those unique to this budget.**

- C5. Charts and graphs should be used, where appropriate, to highlight financial and statistical information. Narrative interpretation should be provided when the messages conveyed by the graphs are not self-evident. **4 – outstanding – The document includes very good charts and graphs to help provide understanding of the budget.**
- C6. The document should be produced and formatted in such a way as to enhance its understanding by the average reader. It should be attractive, consistent, and oriented to the reader's needs. **4 – outstanding – The budget looks good and was easy to follow. Nice job.**

1 = Information not present, 2= Does not satisfy criterion, 3=Proficient, 4= Outstanding

Please rate each criterion and each overall category

	<i>Policy</i>	<i>Financial</i>	<i>Operations</i>	<i>Communications</i>	Criteria Description
<b><u>Introduction and Overview</u></b>					
* C1				3	Table of contents (mandatory)
P1	3				Strategic goals & strategies
P2	3				Short-term organization-wide factors influencing decisions
* P3	3				Priorities and issues (mandatory)
* C2				3	Budget Overview (mandatory)
<b><u>Financial Structure, Policy, and Process</u></b>					
* O1			3		Organization chart (mandatory)
F1		4			Fund descriptions and fund structure
O2			3		Department/fund relationship
F2		4			Basis of Budgeting
* P4	3				Financial policies (mandatory)
* P5	4				Budget process (mandatory)
<b><u>Financial Summaries</u></b>					
* F3		3			Consolidated financial schedule (mandatory)
* F4		3			Three (four) year consolidated and fund financial schedules (mandatory)
* F5		4			Fund balance (mandatory)
* F6		4			Revenues (mandatory)
F7		3			Long-range financial plans
<b><u>Capital &amp; Debt</u></b>					
* F8		4			Capital expenditures (mandatory)
F9		3			Impact of capital investments on operating budget
* F10		4			Debt (mandatory)
<b><u>Departmental Information</u></b>					
* O3			3		Position summary schedule (mandatory)
* O4			3		Department descriptions (mandatory)
O5			3		Unit goals and objectives
O6			2		Performance measures
<b><u>Document-wide Criteria</u></b>					
C3				3	Statistical/supplemental section
C4				3	Glossary
C5				4	Charts and graphs
C6				4	Understandability and usability
	3				Overall as a policy document
		4			Overall as a financial plan
			3		Overall as an operations guide
				3	Overall as a communications device

Name of Entity: Village of Dexter  
Reviewer ID S397  
Fiscal Year: 2012-2013

State/Province: Michigan  
Document Number B9929457  
Record Number

### Introduction and Overview

- C1. **Mandatory:** The document shall include a table of contents that makes it easier to locate information in the document. **Proficient.**
- P1. The document should include a coherent statement of organization-wide, strategic goals and strategies that address long-term concerns and issues. **Proficient. Many different plans were noted.**
- P2. The document should describe the entity's short-term factors that influence the decisions made in the development of the budget for the upcoming year. **Proficient. Short-term factors were noted.**
- P3. **Mandatory:** The document shall include a budget message that articulates priorities and issues for the upcoming year. The message should describe significant changes in priorities from the current year and explain the factors that led to those changes. The message may take one of several forms (e.g., *transmittal letter, budget summary section*). **Proficient.**
- C2. **Mandatory:** The document should provide an overview of significant budgetary items and trends. An overview should be presented within the budget document either in a separate section (e.g., *executive summary*) or integrated within the transmittal letter or as a separate budget-in-brief document. **Proficient.**

### Financial Structure, Policy, and Process

- O1. **Mandatory:** The document shall include an organization chart(s) for the entire entity. **Proficient.**
- F1. The document should include and describe all funds that are subject to appropriation. **Proficient. Major funds were noted.**
- O2. The document should provide narrative, tables, schedules, or matrices to show the relationship between functional units, major funds, and nonmajor funds in the aggregate. **Proficient.**
- F2. The document shall explain the basis of budgeting for all funds, whether cash, modified accrual, or some other statutory basis. **Outstanding. Good job identifying accrual and modified accrual for the different funds.**
- P4. **Mandatory:** The document should include a coherent statement of entity-wide long-term financial policies. **Proficient.**
- P5. **Mandatory:** The document shall describe the process for preparing, reviewing, and adopting the budget for the coming fiscal year. It also should describe the procedures for amending the budget after adoption. **Outstanding. Good calendar.**

### Financial Summaries

- F3. **Mandatory:** The document shall present a summary of major revenues and expenditures, as well as other financing sources and uses, to provide an overview of the total resources budgeted by the organization. **Proficient.**
- F4. **Mandatory:** The document must include summaries of revenues and other financing sources and of expenditures and other financing uses for the prior year actual, the current year budget and/or estimated current year actual, and the proposed budget year. **Proficient.**
- F5. **Mandatory:** The document shall include projected changes in fund balances, as defined by the entity in the document, for appropriated governmental funds included in the budget presentation (fund equity if no governmental funds are included in the document). **Outstanding. Good analysis.**
- F6. **Mandatory:** The document shall describe major revenue sources, explain the underlying assumptions for the revenue estimates, and discuss significant revenue trends. **Outstanding. Good discussion and graphics.**

- F7. The document should explain long-range financial plans and its affect upon the budget and the budget process. **Proficient. Five-year model worked well.**

### Capital & Debt

- F8. **Mandatory:** The document should include budgeted capital expenditures, whether authorized in the operating budget or in a separate capital budget. **Outstanding. I like pictures better than maps, but this section was done well.**
- F9. The document should describe if and to what extent significant nonrecurring capital expenditures will affect the entity's current and future operating budget and the services that the entity provides. **Proficient.**
- F10. **Mandatory:** The document shall include financial data on current debt obligations, describe the relationship between **Outstanding. Good project descriptions.**

### Departmental Information

- O3. **Mandatory:** A schedule or summary table of personnel or position counts for prior, current and budgeted years shall be provided. **Proficient.**
- O4. **Mandatory:** The document shall describe activities, services or functions carried out by organizational units. **Proficient.**
- O5. The document should include clearly stated goals and objectives of organizational units (*e.g., departments, divisions, offices or programs*). **Proficient.**
- O6. The document should provide objective measures of progress toward accomplishing the government's mission as well as goals and objectives for specific units and programs. **Proficient.**

### Document-wide Criteria

- C3. The document should include statistical and supplemental data that describe the organization, its community, and population. It should also furnish other pertinent background information related to the services provided. **Proficient.**
- C4. A glossary should be included for any terminology (including abbreviations and acronyms) that is not readily understandable to a reasonably informed lay reader. **Proficient. Good acronyms.**
- C5. Charts and graphs should be used, where appropriate, to highlight financial and statistical information. Narrative interpretation should be provided when the messages conveyed by the graphs are not self-evident. **Outstanding. Nicely done.**
- C6. The document should be produced and formatted in such a way as to enhance its understanding by the average reader. It should be attractive, consistent, and oriented to the reader's needs. **Outstanding. Colorful. Some appendix information was probably too detailed.**



## Michigan Tax Tribunal

We have recently received several large judgments from the Michigan Tax Tribunal. In addition, there were some significant changes made during the tax year through the Board of Review process. I have included tables detailing the impact of these judgments.

The first table shows the impact to the Village's FY 12-13 revenue, which include Board of Review and Tax Tribunal decisions for the 2012 tax year that were received by the Village prior to the February 28<sup>th</sup> tax year end. We have presented amendments reflecting the loss of revenue from these decisions.

The second chart shows the impact to the Village's FY 12-13 expenditures for Tax Tribunal decisions made for prior tax years, as well as decisions on the 2012 tax year that were received after the February 28<sup>th</sup> tax year end. We expect to be receiving a bill for these judgments from Washtenaw County prior to the end of this fiscal year, and have presented budget amendments for the effected funds.

The total impact of these decisions for this fiscal year is \$85,120 in the General Fund, \$25,016 in the Streets Fund, and \$7,272, plus interest that will be calculated by the County. What this means is that a total of \$117,408 that was budgeted for use in these three funds will no longer be available.

There are three Tax Tribunal cases still in the pipeline, but the Scio Township assessor does not expect the two larger ones to settle until after the end of this fiscal year. The third might, but the tax impact would not be as significant as some of the recent ones that we have received.

**Changes to 2012 Tax Roll through Board of Review and Tax Tribunal  
Reduction to Revenue Lines**

Property Type	Changed by:	# of Parcels	Old TV	New TV	Operating	Streets	GO Bond	Interest	Total
Real Property	Board of Review	3	\$ 169,100	\$ 107,100	\$ (610)	\$ (179)	\$ (52)	\$ -	\$ (840)
Real - Hardship	Board of Review	1	\$ 67,100	\$ 26,500	\$ (399)	\$ (117)	\$ (34)	\$ -	\$ (550)
Personal Property	Board of Review	7	\$ 18,304,400	\$ 14,386,800	\$ (38,525)	\$ (11,312)	\$ (3,272)	\$ -	\$ (53,108)
Real Property	Tax Tribunal	3	\$ 6,451,257	\$ 4,811,236	\$ (16,127)	\$ (4,735)	\$ (1,370)	\$ (438)	\$ (22,670)
<b>Total</b>			\$ 24,991,857	\$ 19,331,636	\$ (55,661)	\$ (16,343)	\$ (4,727)	\$ (438)	\$ (77,169)

Note: A majority of the Personal Property Board of Review and Tax Tribunal changes were Dexter Fastener.

**Prior Year Tax Tribunal Changes to be Recorded as Expense**

Property Type	Taxpayer	Year	Old TV	New TV	Operating	Streets	GO Bond	Interest	Total
Real Property	Dexter Fastener	2010	\$ 4,503,139	\$ 3,713,286	\$ (7,752)	\$ (2,287)	\$ (667)	\$ -	\$ (10,707)
Real Property	Dexter Fastener	2011	\$ 4,408,300	\$ 3,450,786	\$ (9,398)	\$ (2,765)	\$ (817)	\$ -	\$ (12,980)
Real Property - IFT	Dexter Fastener	2010	\$ 2,070,000	\$ 1,637,950	\$ (2,120)	\$ (626)	\$ (183)	\$ (145)	\$ (3,073)
Real Property - IFT	Dexter Fastener	2011	\$ 1,905,300	\$ 1,561,075	\$ (1,689)	\$ (497)	\$ (147)	\$ (88)	\$ (2,421)
Real Property	Dexter Plaza	2011	\$ 897,500	\$ 659,570	\$ (2,335)	\$ (687)	\$ (203)	\$ -	\$ (3,225)
Real Property	Dexter Plaza	2012	\$ 844,800	\$ 659,570	\$ (1,821)	\$ (535)	\$ (155)	\$ -	\$ (2,511)
Real Property	Photo Systems	2011	\$ 945,713	\$ 750,000	\$ (1,921)	\$ (565)	\$ (167)	\$ -	\$ (2,653)
Real Property	Photo Systems	2012	\$ 971,247	\$ 725,000	\$ (2,422)	\$ (711)	\$ (206)	\$ -	\$ (3,338)
<b>Total</b>			\$ 16,545,999	\$ 13,157,237	\$ (29,459)	\$ (8,673)	\$ (2,545)	\$ (233)	\$ (40,910)

Note: The Dexter Fastener IFT parcels have already been paid out and are reflected in the revenue/expenditure reports. Interest costs unknown on other parcels.

RECEIVED

APR 11 2013

D

SCIO TOWNSHIP

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING & REGULATORY AFFAIRS  
MICHIGAN ADMINISTRATIVE HEARING SYSTEMS  
MICHIGAN TAX TRIBUNAL

RECEIVED

MAR 27 2013

MICHIGAN TAX TRIBUNAL

Photo Systems, Inc,  
Petitioner,

MTT Docket No. 417452

v

Township of Scio,  
Respondent.

Steven H. Lasher

STIPULATION FOR ENTRY OF CONSENT JUDGMENT  
AND CONSENT JUDGMENT

1. The case is pending in the Entire Tribunal.
2. Property Parcel No: HD-08-05-220-001
3. The values for the property identified above as established by Respondent's Board of Review are:

Tax Year	Parcel ID Number	True Cash Value	Assessed Value	Taxable Value
2011	HD-08-05-220-001	2,191,400	1,095,700	945,713
2012	HD-08-05-220-001	2,143,800	1,071,900	971,247
2013	HD-08-05-220-001	2,110,400	1,055,200	994,556

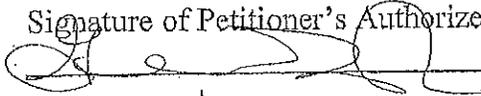
4. The values for the property identified above as stipulated by the parties for settlement purposes are:

Tax Year	Parcel ID Number	True Cash Value	State Equalized Value	Taxable Value
2011	HD-08-05-220-001	1,500,000	750,000	750,000
2012	HD-08-05-220-001	1,450,000	725,000	725,000
2013	HD-08-05-220-001	1,400,000	700,000	700,000

5. If stipulation addresses tax years other than the tax year originally appealed or tax years added through motions to amend that have been granted by the Tribunal, list the separate facts upon which the parties rely to invoke the Tribunal's authority over those tax year or years (attach additional page if necessary): \_\_\_\_\_  
\_\_\_\_\_

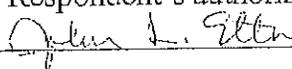
List separately any special terms or conditions being proposed by the parties that would affect the execution of this Consent Judgment including, but not limited to, the joint payment of the refund, the waiver of interest, etc. (attach additional page if necessary): **PLEASE MAKE CHECK PAYABLE TO GSA PROPERTY TAX CONSULTANTS AND PHOTO SYSTEMS INC. AND MAIL TO 38110 N. EXECUTIVE DR, SUITE 100, WESTLAND, MI 48185.**

Signature of Petitioner's Authorized Representative or, *if none*, Petitioner:

 \_\_\_\_\_

Date: 3/15/13

Signature of Respondent's authorized representative:

 (P13233) \_\_\_\_\_

Date: 3-12-2013

[Consent Judgment will be prepared by the Tribunal.]

**CONSENT JUDGMENT**

IT IS ORDERED that the parties' Stipulation for Entry of Consent Judgment including all attachments, terms and conditions is ADOPTED, unless otherwise indicated.

In this cause, Petitioner having timely filed a Motion to Amend to include the tax year 2013 and the parties have filed a proper stipulation for entry of consent judgment,

IT IS ORDERED that the Motion to Amend is GRANTED.

IT IS FURTHER ORDERED that the officer charged with maintaining the assessment rolls for the tax years at issue shall correct or cause the assessment rolls to be corrected to reflect the property's true cash and taxable values as provided in this Consent Judgment within 20 days of the entry of the Consent Judgment. See MCL 205.755.

IT IS FURTHER ORDERED that the officer charged with collecting or refunding the affected taxes shall collect taxes and any applicable interest or issue a refund as required by the Consent Judgment within 28 days of the entry of the Consent Judgment. If a refund is warranted, it shall, unless otherwise indicated, include a proportionate share of any property tax administration fees paid and of penalty and interest paid on delinquent taxes. The refund shall also, unless otherwise indicated, separately indicate the amount of the taxes, fees, penalties, and interest being refunded. A sum determined by the Tribunal to have been unlawfully paid shall, unless otherwise indicated, bear interest from the date of payment to the date of judgment and the judgment shall bear interest to the date of its payment. A sum determined by the Tribunal to have been underpaid shall not bear interest for any time period prior to 28 days after the issuance of this Final Opinion and Judgment. Pursuant to MCL 205.737, interest shall accrue (i) after December 31, 2007, at the rate of 5.81% for calendar year 2008, (ii) after December 31, 2008, at the rate of 3.31% for calendar year 2009, (iii) after December 31, 2009, at the rate of 1.23% for calendar year 2010, (iv) after December 31, 2010, at the rate of 1.12% for calendar year 2011, (v) after December 31, 2011, at the rate of 1.09% for calendar year 2012, (vi) after June 30, 2012 and prior to January 1, 2013, at the rate of 4.25% and (vii) after December 31, 2012 and prior to July 1, 2013 at the rate of 4.25%.

See attached stipulation for any possible refund paragraph.

MICHIGAN TAX TRIBUNAL

By

Tribunal Member:



Steven H. Lasher

Entered: APR 05 2013

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING & REGULATORY AFFAIRS  
MICHIGAN ADMINISTRATIVE HEARING SYSTEM  
MICHIGAN TAX TRIBUNAL

SCIO TOWNSHIP

APR 08 2013

RECEIVED

Tran Info: 4606 18535717-1 03/22/13  
Chk#: 0001690 Amt: \$300.00  
ID: MALLAHAN & ASSOC PC

DEXTER PLAZA, LLC  
Petitioner,

v

SCIO TOWNSHIP,  
Respondent.

RECEIVED

MAR 28 2013

MICHIGAN TAX TRIBUNAL

MTT Docket No. 415088

Steven H. Lasher

**STIPULATION FOR ENTRY OF CONSENT JUDGMENT**

1. The case is pending in the  X  Entire Tribunal   Small Claims Division.
2. Property Parcel No: HD-08-08-205-001.  
(If more than one parcel is at issue, attach a completed Stipulation -- Multiple Parcel Form addressing all other parcels at issue.)
3. The values for the property identified above as established by Respondent's Board of Review are:

Tax Year	True Cash Value	Assessed Value	Taxable Value
2011	1,795,000	897,500	897,500
2012	1,689,600	844,800	844,800
2013	1,666,400	833,200	833,200

4. The values for the property identified above as stipulated by the parties for settlement purposes are:

Tax Year	True Cash Value	State Equalized Value	Taxable Value
2011	1,319,140	659,570	659,570
2012	1,319,140	659,570	659,570
2013	1,319,140	659,570	659,570

5. If stipulation addresses tax years other than the tax year originally appealed or tax years added through motions to amend that have been granted by the

SAL

Tribunal, list the separate facts upon which the parties rely to invoke the Tribunal's authority over those tax year or years (attach additional page if necessary):

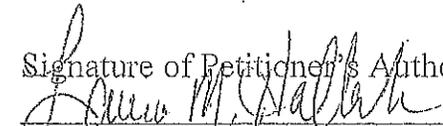
THE PARTIES HEREBY STIPULATE TO AMEND PETITIONER'S PETITION TO INCLUDE THE 2013 TAX YEAR.

6. List separately any special terms or conditions being proposed by the parties that would affect the execution of this Consent Judgment including, but not limited to, the joint payment of the refund, the waiver of interest, etc. (attach additional page if necessary):

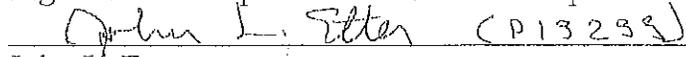
*The parties agree that the stipulation regarding the subject property's assessed and taxable values is strictly for settlement purposes only, and only for the years involved, and for no other purpose whatsoever.*

*Refunds shall be made payable jointly to Petitioner and Hallahan & Associates, P.C., its counsel, and sent in care of such counsel to: 1750 Telegraph Road, Suite 202, Bloomfield Hills, Michigan 48302-2082.*

Signature of Petitioner's Authorized Representative or, if none, Petitioner:

  
\_\_\_\_\_  
Laura M. Hallahan  
Date: 3-19-13

Signature of Respondent's authorized representative:

  
\_\_\_\_\_  
John L. Etter  
Date: 3-14-13

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING & REGULATORY AFFAIRS  
MICHIGAN ADMINISTRATIVE HEARING SYSTEM  
MICHIGAN TAX TRIBUNAL

Dexter Plaza LLC,	)	
Petitioner(s)	)	
	)	
v	)	MTT Docket No. 0415088
	)	
Scio Township,	)	<u>TRIBUNAL JUDGE PRESIDING</u>
Respondent(s)	)	Steve H. Lasher

---

CONSENT JUDGMENT

The Tribunal, having reviewed the attached parties' prepared Consent Judgment and having reviewed the file in the above-captioned case, finds that the attached parties' prepared Consent Judgment is accepted by the Tribunal.

In this cause, Petitioner having timely filed a Motion to Amend to include the tax year 2013 and the parties have filed a proper stipulation for entry of consent judgment,

IT IS ORDERED that the Motion to Amend is GRANTED.

IT IS ORDERED that the parties' Stipulation for Entry of Consent Judgment including all attachments, terms and conditions is ADOPTED, unless otherwise indicated.

IT IS FURTHER ORDERED that the officer charged with maintaining the assessment rolls for the tax years at issue shall correct or cause the assessment rolls to be corrected to reflect the property's true cash and taxable values as provided in this Consent Judgment within 20 days of the entry of the Consent Judgment. See MCL 205.755.

IT IS FURTHER ORDERED that the officer charged with collecting or refunding the affected taxes shall collect taxes and any applicable interest or issue a refund as required by the Consent Judgment within 28 days of the entry of the Consent Judgment. If a refund is warranted, it shall, unless otherwise indicated, include a proportionate share of any property tax administration fees paid and of penalty and interest paid on delinquent taxes. The refund shall also, unless otherwise indicated, separately indicate the amount of the taxes, fees, penalties, and interest being refunded. A sum determined by the Tribunal to have been unlawfully paid shall, unless otherwise indicated, bear interest from the date of payment to the date of judgment and the judgment shall bear interest to the date of its payment. A sum determined by the Tribunal to have been underpaid shall not bear interest for any time period prior to 28 days after the issuance of this Final Opinion and Judgment. Pursuant to MCL 205.737, interest shall accrue (i) after December 31, 2007, at the rate of 5.81% for calendar year 2008, (ii) after

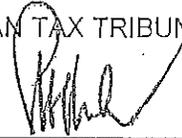
Consent Judgment, Page Two  
Dexter Plaza LLC v Scio Township  
MTT Docket No. 0415088

December 31, 2008, at the rate of 3.31% for calendar year 2009, (iii) after December 31, 2009, at the rate of 1.23% for calendar year 2010, (iv) after December 31, 2010, at the rate of 1.12% for calendar year 2011, (v) after December 31, 2011, at the rate of 1.09% for calendar year 2012, (vi) after June 30, 2012 and prior to January 1, 2013, at the rate of 4.25% and (vii) after December 31, 2012 and prior to July 1, 2013 at the rate of 4.25%.

See attached parties' prepared Consent Judgment for any possible refund paragraph.

MICHIGAN TAX TRIBUNAL

By



Steven H. Lasher

Entered: APR 04 2013

# Memo

**To:** Village Council  
**From:** Marie Sherry, Treasurer  
**CC:** Village Manager  
**Date:**  
**Re:** Dexter Fastener Technologies, Inc.

Council –

We received the Michigan Tax Tribunal judgment for Dexter Fastener Technology's two real property parcels. The Judgment covers three tax years (2010-2012), and one of the parcels was an IFT for two of those years (2010-2011). If refunds are necessary, current year ad valorem and prior year IFT taxes are to be refunded by the Village. Prior year ad valorem taxes are refunded by Washtenaw County.

Below is a breakdown of the refunds made to Dexter Fastener. Please note that the breakdown for the County is only an estimate, as we have not yet received the refund paperwork. I am using a verbal total given to me by the County Treasurer's office.

Parcel #	Tax Year	Old Taxable Value	New Taxable Value	Total Refund	Refunding Agency
HD-08-07-125-044	2010	\$ 4,503,139	\$ 3,713,286	\$ 11,107	County
HD-08-07-125-044	2011	\$ 4,408,300	\$ 3,450,786	\$ 13,576	County
HD-08-07-125-044	2012	\$ 4,347,000	\$ 3,188,286	\$ 16,017	Village
HD-08-99-000-504	2010	\$ 2,070,000	\$ 1,637,950	\$ 3,073	Village
HD-08-99-000-504	2011	\$ 1,905,300	\$ 1,561,075	\$ 2,421	Village
HD-08-07-125-043	2012	\$ 2,012,957	\$ 1,532,950	<u>\$ 6,635</u>	Village
				\$ 52,829	

Current year taxes are refunded from current year revenue. Prior year taxes will be charged to the Property Tax Refunds expense line. Below is the effect on our budget (keeping in mind that the County's breakdown is an estimate.) Budget amendments will be presented to Council after we get the actual paperwork and invoice from the County.

GL #	Description	Change	Current Budget
101-000.000-402.000 (Revenue)	Real Property Taxes	\$ (16,431)	\$ 1,832,700
101-890.000-957.001 (Expense)	Property Tax Refunds	\$ 21,749	\$ 3,000
204-000.000-403.000 (Revenue)	Real Property Taxes	\$ (4,825)	\$ 538,100
204-248.000-957.001 (Expense)	Property Tax Refunds	\$ 6,355	\$ 2,000
303-000.000-403.000 (Revenue)	Real Property Taxes	\$ (1,396)	\$ 143,100
303-248.000-957.001 (Expense)	Property Tax Refunds	\$ 2,073	\$ 500

We also received a very small Tax Tribunal judgment for Country Road LLC, parcel number HD-08-05-380-503 (7200 Dan Hoey Unit D), for the 2012 tax year only. The total refund to them was \$18.02.

If you have any questions, please do not hesitate to ask.



## Credit Card Processing Service

Over the past year, we have discussed offering the residents the ability to pay their bills using credit cards. We already offer the ability to pay property tax payments via the internet, but do not have the capability to accept other types of payments either over the internet or over the counter.

I sought quotes from four companies: Point & Pay, the company that BS&A partners with for these services; Singular Bill Pay, a company that serves governments on a nationwide basis, but does not have a strong presence in Michigan; TCF Bank; and PNC Bank. TCF Bank and PNC Bank cannot accommodate our needs and declined to quote.

The request asked the companies to present quotes for two types of services. One, the Non-Absorbed Fee Option, would be based on a convenience (or user) fee where the customer pays the fees directly to the processing companies. The second option is the Absorbed Fee Option, where the Village would pay the fees on behalf of the customer. With both companies, the fee structure is different depending on which option is being used.

I have attached a comparison of the two quotes, as well as a sampling of what the costs would be under the differing options. I have also included the companies' informational documentation. Under the Convenience Fee option, Point and Pay offers a flat fee option that steps up in \$1.50 increments or a 3% fee option. Only the flat fee option is shown in this comparison.

Going beyond the fees, the main difference between the two companies is integration with the BS&A software service. Point and Pay is completely integrated with our software system to the point that if a customer came to the counter and wanted to pay with a credit card, we could process that card through our cash receipts program using a card swiping machine. Singular Payments would have to be processed through a virtual cash register, similar to making an on-line payment, with our employees keying in the information.

I feel that the best option for the Village would be the Point and Pay Convenience Fee option. I am not completely happy with where the fees fall for our average utility bill range (\$3.00 - \$7.50), but after some time we could analyze whether the cards are being used more for the \$100 range (where the flat fee is more advantageous) or for higher amounts where the 3% may be more beneficial to the customers.

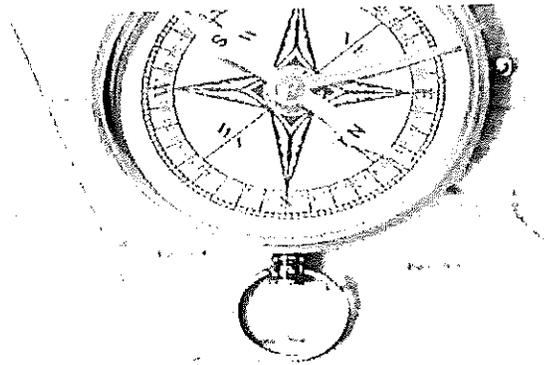
If paying utility bills with a credit card become popular, I think that the Village's absorbing the costs, even at the relatively low rate of \$1.50/payment, could prove to be very costly.

	Point & Pay		Singular Bill Pay	
	Cost to Village	Cost to Customer	Cost to Village	Cost to Customer
<b>Non-Absorbed Fee Option</b>				
Set-Up Fees				
Application Fee	\$0.00	\$0.00	\$0.00	\$0.00
Set-Up Fee	\$0.00	\$0.00	\$0.00	\$0.00
PCI/IRS Compliance Fee (annual)	\$0.00	\$0.00	\$79.00	\$0.00
Credit Card				
\$1.00 - \$50 (\$1.50 per \$50 charged)	\$0.00	\$1.50	N/A	N/A
\$51 - \$100 (\$1.50 per \$50 charged)	\$0.00	\$3.00	N/A	N/A
\$101 - \$150 (\$1.50 per \$50 charged)	\$0.00	\$4.50	N/A	N/A
> \$150 (\$1.50 per \$50 charged)	\$0.00	\$6.00	N/A	N/A
\$1.00 - \$500	N/A	N/A	\$0.00	\$3.95
> \$500	N/A	N/A	\$0.00	\$3.95 + 2.75%
eChecks				
\$1.00 - \$10,000	\$0.00	\$3.00	N/A	N/A
> \$10,000	\$0.00	\$10.00	N/A	N/A
\$1.00 - \$500	N/A	N/A	\$0.00	\$2.95
>\$500	N/A	N/A	\$0.00	\$5.00
Property Taxes				
Credit Card (Set by State Law)	\$0.00	3.00%	\$0.00	3.00%
eChecks	\$0.00	Same as above	\$0.00	Same as above
Payments by Phone (IVR)				
Credit Card	\$0.00	Same as above	\$0.00	\$3.95
eChecks	\$0.00	Same as above	\$0.00	\$2.95
Village-initiated collection calls				
Credit Card	N/A	N/A	\$0.50	N/A
eChecks	N/A	N/A	\$0.00	\$3.95
eChecks	N/A	N/A	\$0.00	\$2.95
<b>Absorbed Fee Option</b>				
Set-Up Fees				
Application Fee	\$0.00	\$0.00	\$0.00	\$0.00
Set-Up Fee	\$0.00	\$0.00	\$0.00	\$0.00
PCI Compliance Fee	\$0.00	\$0.00	\$79.00	\$0.00
Credit Card				
All Credit Cards Accepted	2.5% (Min \$1.50)	\$0.00	N/A	N/A
Only Visa and Master Card Accepted	\$2.00	\$0.00	N/A	N/A
All Credit Cards (UB ONLY)	\$1.50	\$0.00	N/A	N/A
All Credit Cards Accepted (< \$250)	N/A	N/A	\$2.00	\$0.00
All Credit Cards Accepted (> \$250)	N/A	N/A	\$2.00 + 1.5%	\$0.00
eChecks				
eCheck	\$0.65	\$0.00	1% (Max \$5.00)	\$0.00
Property Taxes				
Credit Card (Set by State Law)	N/A	3.00%	N/A	3.00%
eChecks	N/A	Same as above	N/A	Same as above
Payments by Phone				
Credit Card	Same as above	\$0.00	\$2.00	N/A
eChecks	Same as above	\$0.00	1% (Max \$5.00)	N/A
Village-initiated collection calls	N/A	N/A	\$0.50	N/A

	Point & Pay		Singular Bill Pay	
	Cost to Village	Cost to Customer	Cost to Village	Cost to Customer
<b>Other Information</b>				
Company location	Troy Michigan		St Petersburg Florida	
BS&A Compliant	Yes - Partner Company		Yes - can upload files to software	
BS&A Integration	Full integration with all software		None	
Email Marketing	None		Included	
Termination Fees	One Year Contract		None	
Maintenance Fee	None		None	
Support Fees	None		None	
Training	Included		None	
Card Readers	2 Free		Virtual Terminal	
Additional Card Readers	\$50		N/A	

	Point & Pay		Singular Bill Pay	
	Village Pay	Customer Pay	Village Pay	Customer Pay
Easter Egg Hunt @ \$2.00, Credit Card	\$ 1.50	\$ 1.50	\$ 2.00	\$ 3.95
Recycle Bin @ \$5.00, Credit Card	\$ 1.50	\$ 1.50	\$ 2.00	\$ 3.95
Farmers Market @ 10.00, Credit Card	\$ 1.50	\$ 1.50	\$ 2.00	\$ 3.95
Zoning Compliance @ \$25, Credit Card	\$ 1.50	\$ 1.50	\$ 2.00	\$ 3.95
Community Garden @ \$60, Credit Card	\$ 1.50	\$ 3.00	\$ 2.00	\$ 3.95
Utility Bill @ \$75, Credit Card	\$ 1.50	\$ 3.00	\$ 2.00	\$ 3.95
Utility Bill @ 115, Credit Card	\$ 1.50	\$ 4.50	\$ 2.00	\$ 3.95
Utility Bill @ \$180 (avg), Credit Card	\$ 1.50	\$ 6.00	\$ 2.00	\$ 3.95
Utility Bill @ \$200, Credit Card	\$ 1.50	\$ 6.00	\$ 2.00	\$ 3.95
Banner Permit @ \$200, Credit Card	\$ 5.00	\$ 7.50	\$ 2.00	\$ 3.95
Combined transaction @ \$275, Credit Card	\$ 6.87	\$ 9.00	\$ 4.14	\$ 3.95
Rent @ \$625, Credit Card	\$ 15.62	\$ 16.50	\$ 11.37	\$ 21.13
Site Plan Review @ \$1,125, Credit Card	\$ 28.12	\$ 36.00	\$ 18.87	\$ 34.88
<b>Total</b>	<b>\$ 69.11</b>	<b>\$ 97.50</b>	<b>\$ 54.38</b>	<b>\$ 99.46</b>

anywhere, anytime



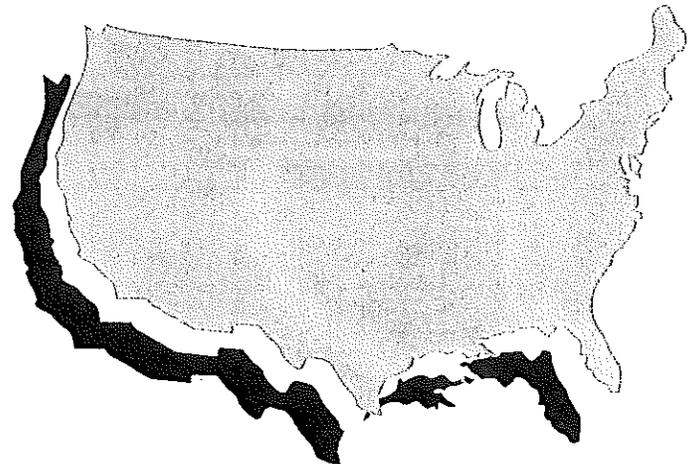
© Point Pay

Village of Dexter, MI  
April, 2013

## About Point&Pay



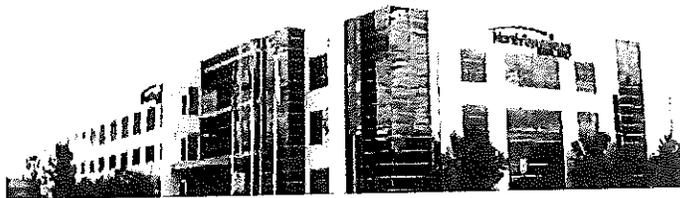
- Nationwide payment processing solutions since 1999, based in Troy, MI
- More than 700 clients in 43 states
- Provides proven, fully-integrated Secure Systems with PCI Level 1 certification
- Awarded Preferred payment processing vendor for Wisconsin County Treasurers
- Specializing in payment processing for:
  - Government
  - Courts
  - Clerks
  - Law Enforcement
  - Utilities
  - Education
  - Healthcare



## North American Bancard



- One of the country's largest merchant services organizations
- Processes more than \$12 billion+ each year on behalf of 100,000+ merchants nationwide
- Through NAB, Point & Pay offers significant benefits to our clients:
  - POS processing and equipment
  - Check verification, imaging and processing
  - Gift card/loyalty services
  - Smartphone, tablet & mobile solutions
  - PCI compliance



## Sample of Michigan Local Government Clients



54a District Court  
89th District Court  
Beecher Metropolitan District  
Cheboygan County  
City of Allegan  
City of Alma  
City of Clare  
City of Dearborn  
City of Dearborn Heights  
City of Detroit  
City of Dowagiac  
City of Eastpointe  
City of East Grand Rapids  
City of Flushing  
City of Grandville  
City of Grosse Pointe Woods  
City of Harper Woods  
City of Hazel Park  
City of Houghton  
City of Hudsonville  
City of Inkster  
City of Jackson  
City of Lansing

City of Marine City  
City of Morenci  
City of Novi  
City of Walled Lake  
City of Zeeland  
Coldwater Township(Branch)  
Columbia Township  
Deerfield Township(Lapeer)  
Delhi Township  
Erie Township  
Fruitport Township  
Georgetown Township  
Grass Lake Charter Township  
Green Oak Charter Township  
Hartland Township  
Higgins Township  
Ira Township(St. Clair)  
Lapeer Township  
Leoni Township  
Lodi Township  
Monroe County Treasurer  
Park Township(Ottawa)

Redford Township  
Salem Township  
Scio Township  
Village of Birch Run  
Village of Blissfield  
Village of Cass City  
Village of Roscommon



## Point & Pay's Unique Features



- Customized for you:
  - Web pages
  - Messaging on receipts
  - Unique IVR 800 number
  - Recording
- Multi-pay checkout for in-person transactions
- Real-time notification and access to payments
- Standard POS, wireless & more equipment options



# Online: Payment Page



PINP will try to use your colors and Custom Banner

Your banner here

Step 1: Select Payment

Instructions for this step: ...

Form with a dropdown menu and a button.

Address: ...  
City: ...  
Phone: ...

Payment Method: ...

You can connect to data at this point or have PINP host data.  
PINP will allow you to customize the fields for Payment Identification



# Online: Confirmation Page



Image

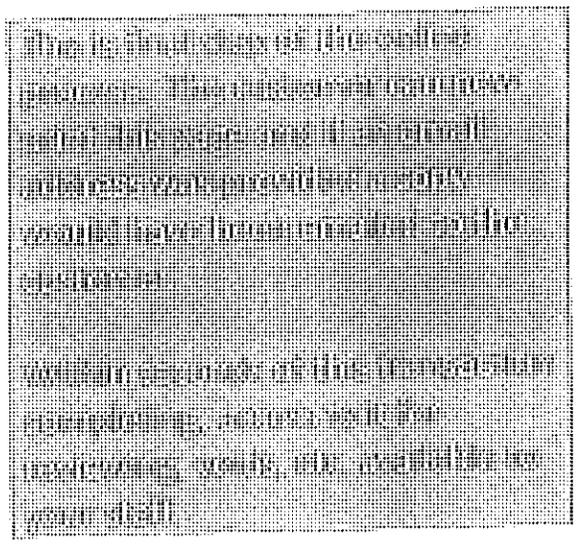
Your banner here

**Step 3: Confirmation and Receipt**  
**Result: Payment Authorized**  
**Confirmation Number: 6011150**

For payment to be successful, your credit card must be authorized.  
Thank you for your purchase.  
Please take a copy of this receipt for your records.

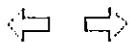
Customer Information	
Customer Name	John Doe
Address	123 Main St
City	Anytown
State	CA
Zip	90210
Phone	(555) 123-4567
E-mail	john.doe@example.com

Payment Information	
Card Type	Visa
Card Number	1234 5678 9010 1112
Exp. Date	12/31/2023
CVV	123
Amount	\$100.00



# Online: Payment Receipt



  
<http://www.habfax.com>

**Thank you for your payment!**  
This service has been provided by \_\_\_\_\_ and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to \_\_\_\_\_. Thanks for your online payment. For questions regarding your bill or payment please contact support at 1-888-123-4567

**Name:** Jane Doe  
**Address:** 123 Test Drive, Tampa FL, 33987  
**Contact:** 1234567890  
**Comments:**

**Payment ID:** 6006382  
**Date:** 10/05/11 11:06 PM  
**Subtotal:** \$150.00  
**Fee:** \$2.50  
**Total:** \$152.50  
**Method:** Credit or Debit Card(\*\*\*\*\*1111)

*You can customize the message on the receipt*

Item Purchased	Transaction Description	Account	Amount
		999999999999	\$150.00

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
By signing this receipt you agree to the terms and conditions of this service

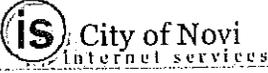
You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *Habfax Health Plan*. If you have any questions about the charges please call 1-888-891-6084

[Print Receipt](#) [Close Window](#)



# Online Payment Page through BS&A TAX




Logged In as: Anonymous User

---

**Services**

Assessing

Property and Land Search

Assessing Comparables Search

**Current Tax**

Utility Billing

Utility Billing Search

Special Assessment

Sp. Assessment Search

[Back to Main](#)

Main > Current Tax > Tax Information Search

**Tax Information Search**  
Search and View current tax information.

---

Main > Current Tax > Tax Information Search > Sp. Ass. > Details

**Detailed Tax Information**  
Parcel: 50-25-24-100-023 Date Current As Of: 12/29/2010 4:53:47PM

**Property Address**  
41237 VINCENT  
NOVI, MI 48275

**Owner Information**  
SMITH BROTHERS PROPERTIES  
41237 VINCENT  
NOVI, MI 48275

**Taxpayer Information**  
SEE OTHER INFORMATION

**Legal Information for 50-25-24-100-023**  
TMI, RES, SEC 24 VINCENT INDUSTRIAL PARK LOT 2

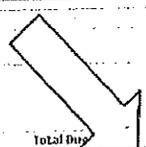
Enter Future Interest Date:

Use the +/- button to expand and collapse the Tax Detail Information.

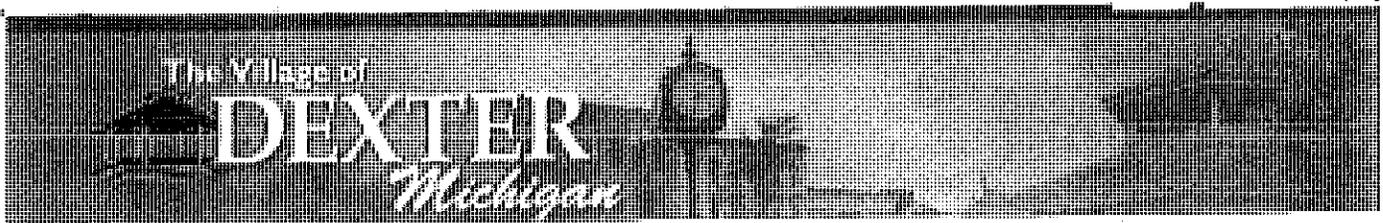
Year / Season	Total Amt	Total Paid	Last Paid	Total Due
2010, Winter	\$3,523.43	\$3.00		\$3,520.43
2010, Summer	\$9,932.64	\$9,932.64	03/11/2010	\$0.00

The Pay now button/links managed by BS&A software.

Allowing the rules of the municipality to only accept payments for specific product/payment types when there is a bill available to be paid at the appropriate time.



# Utility Billing Search Page through BS&A



Logged in as: Account Owner

City of  
Dexter  
Account  
12/15/2015  
12:00 PM

## Services

Utility Billing  
Account Information  
Account History

Home > Account > Utility Billing Search

### Utility Billing Search

Search for utility bills by address.

#### Search by Address

Street Name:

Street Number:

#### Search by Parcel Number

Parcel Number:

#### Search by Account Number

Account Number:



# Online Payment Page through BS&A



Home > Utility Billing > Utility Billing Search > Results > Details

## Utility Billing Information - Current Bill

Account: 200003501

### Account Information

KELLY L SHIVELY  
105 MACTAVISH CT

Amount Due: \$77.28  
Due Date: 3/15/2013

Bill From: 1/15/2013  
Bill To: 2/14/2013

NOTE: Any recent payments made online may not be immediately reflected in amounts due.

Make Online Payments:

4 billing item(s) found.

Billing Item	Previous Amt	Current Amt	Pen./Int.	Balance
SANITARY SEWER	\$30.44	\$0.00	\$3.04	\$33.48
STORM WATER	\$3.12	\$0.00	\$0.31	\$3.43
TRASH/RECYCLING	\$10.50	\$0.00	\$0.00	\$10.50
WATER	\$28.55	\$0.00	\$1.01	\$29.57
<b>Totals:</b>	<b>\$72.62</b>	<b>\$0.00</b>	<b>\$4.36</b>	<b>\$77.28</b>

We provide this Web Site as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind. Powered By: BS&A SOFTWARE





## Over the Phone: IVR Payments



- Unique 800 telephone number for constituents to make payments
- Fully-featured IVR system accepting all credit and debit cards
- Option to connect to hosted data
- Presentation of convenience fee prior to payment
- Unique confirmation number generated for all payments
- Option to speak to live operator





# In-Person through Point & Pay



## Thank you for your payment!

This service has been provided by City of Dearborn, MI and is subject to applicable laws. We value your business. Please keep this receipt for future reference.

You have made a payment to City of Dearborn, MI, your payment was processed at the time of payment. The City of Dearborn Thanks You for your payment.

**Name:** ERIN SMITH  
**Address:** 4227 SCHAEFER DEARBORN MI, US, 48126  
**Contact:** 2036194918  
**Comments:**

**Payment ID:** 34697  
**Date:** 09/15/10 10:33 PM  
**Subtotal:** \$1451.87  
**Fee:** \$43.56  
**Total:** \$1495.43  
**Method:** Charge(\*\*\*\*\*1111)

Client can print a receipt for payer's signature, however Point & Pay does not require a signature.

Item Purchased	Transaction Description	Account	Amount
Property Tax - Summer	CityDearbornPropTxPmt	021018414027	\$1,451.87

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
By signing this receipt you agree to the terms and conditions of this service.

You will see two line items on your credit or debit card statement. One line will indicate the amount you paid to the City of Dearborn and will read *CityDearbornPropTxPmt*. If you have any questions about either of these charges please call 1-888-891-8064.

[Print Receipt](#) [Close Window](#)





# Real-Time Voids, Changes & Duplicate Receipts



Point Pay

Home
Reports
Orders
Editors
Admin
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### Payment Search

Search By	First Name	Last Name	
Customer Name	Jane	Doj	<input type="button" value="Search"/>
Payment ID	fd	Customer Name	Status
Account Number	12 03:29 PM	Jane, Doe	Approved - Comp
Credit Card Number	12 03:29 PM	Jane, Doe	Approved - Comp
eCheck Account Number	12 01:33 PM		Amount
Total Amount	12 01:33 PM		\$1.50
Payment Amount	12 03:29 PM		\$4.00
Card Account Number	12 03:29 PM		
Approval Code	12 03:29 PM		
6011032	02/17/12 01:03 PM		
6011032	02/17/12 01:03 PM		

### Payment Search

Search By	First Name	Last Name	
Customer Name	Martha	Greer	<input type="button" value="Search"/>
Payment ID	Created	Customer Name	Status
6011032	04/12/12 09:31 AM	Martha Gov, Greer	Approved - Comp
Amount			\$100.25

**Hide Details**

[View Receipt](#)

[Make Comment](#)

[New Payment](#)

[Refund Payment](#)

[Chargeback](#)

[View Bank Info](#)

[Show Account](#)

**Payment Summary**

Payment ID: 6011032

Subtotal: \$100.00

Fees: \$0.25

Total: \$100.25

Type: Credit or Debit Card

Processed: Credit or Debit Card

Account: 411111\*\*\*\*1111

**Payment Details**

Type: Purchase

Created: 04/12/12 09:31 AM

Status: Approved - Comp

Channel: Counter

Partner: Sample Client Point and Pay 1 (FL)

Office: Tampa Location

User: Martha Greer

Related:

**Customer Details**

Name: Martha Gov Greer

Address: 1

City/ST/Zip: 1 FL 11111 US

Email: 1111111111

Mobile:

Birthdate:

Comments:

**Additional Details**

LineItem	Product	Account	Amount	Fee	Additional Details
6011032	GOV	ABC	\$100.00	\$0.25	

Previous payments can be found using multiple criteria for search.

Client can void or refund payments real time.

Options to correct payment amount.

# Transaction Flow

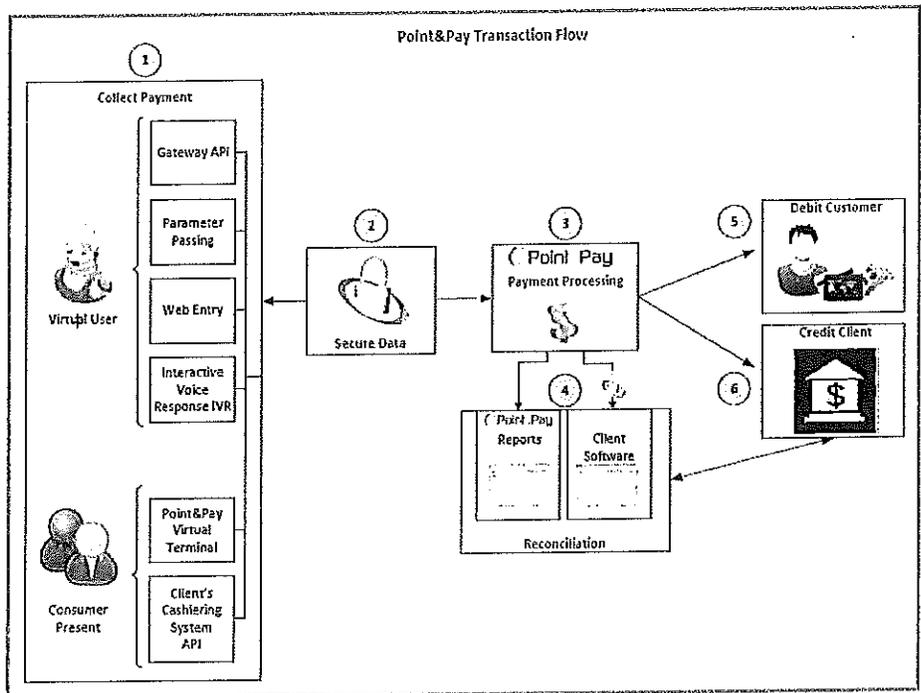


- Money Deposits 48 hours from end of day.

*example: Monday ends at midnight, 48 hours takes place, when you check your bank account on Thursday deposit has been made.*

- Money can be deposited as one lump sum, or multiple deposits to same or different bank accounts, based on product type.

- Access to deposit in route information is available 24/7.

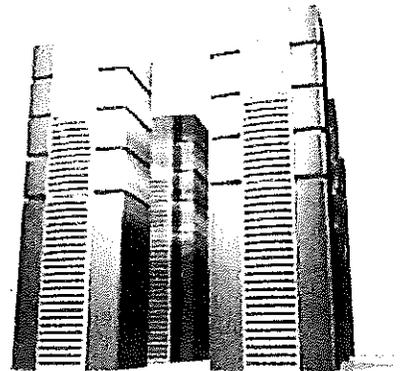




## Software Integration & Security



- Seamlessly integrated with 700+ clients and 20+ software packages nationwide
- Easy integration with standard APIs
- Enables customer account information lookup and real-time updates of payment information
- Billing data import tool adapts to your file format
- Revenue file generator exports payment information in your format
- PCI services or assistance when it applies



## Implementation



- Week 1: Complete Product Worksheets and Client Application to set up each payment type; order Merchant IDs
- Week 2: Receive welcome kit
- Week 2-4: Receive card readers
- Week 3-4: Receive test links and test credit cards
- Week 3-5: Schedule and complete online training
- Week 5-7: Go live
- Timeline may vary by system customization



## Personalized Support



- Dedicated Account Manager and Project Manager
- Individual training for agency personnel
- Direct support for customers 24 hours a day, 7 days a week
- Personal assistance to resolve customer charge-backs

*You have unique needs... Point & Pay has intuitive payment solutions.*



# Convenience Fee Pricing

## \$1.50 per \$50 for Non Tax Convenience



- No set up fees
- No Maintenance fees
- No Support Fees
- Online Training included

Property Tax Convenience fee  
Credit/Debit 3%

Non Tax flat convenience fee  
*-options of \$3.00 per \$100 or \$1.50 per \$50.00*  
*-no cap on the amount paid*



\$1-\$50	\$1.50
\$51-\$100	\$3.00
\$101-\$150	\$4.50
\$151-\$200	\$6.00
\$201-\$250	\$7.50
\$251-\$300	\$9.00

### Card Readers

2 card readers for free per department.  
Each additional card reader is \$50.00 each.

E-Checks  
\$3.00 up to \$10,000  
\$10.00 over \$10,000

Absorbed Pricing Available





**Convenience Fee Pricing**  
**\$3.00 per \$100 for Non Tax Convenience**

- No set up fees
- No Maintenance fees
- No Support Fees
- Online Training included



Card Readers  
 2 card readers for free per department.  
 Each additional card reader is \$50.00 each.

Absorbed Pricing Available

Property Tax Convenience fee  
 Credit/Debit 3%

Non Tax flat convenience fee  
*-options of \$3.00 per \$100 or \$1.50 per \$50.00*  
*-no cap on the amount paid*

\$1-\$50	\$1.50
\$51-\$100	\$3.00
\$101-\$200	\$6.00
\$201-\$300	\$9.00
\$301-\$400	\$12.00
\$401-\$500	\$15.00

E-Checks  
 \$3.00 up to \$10,000  
 \$10.00 over \$10,000



## Contact Information



Craig Smith, Sales Executive  
651-270-8650 Cell  
651-426-1116 Direct Line  
[csmith@pointandpay.com](mailto:csmith@pointandpay.com) Email

Patty Melton, Sales Executive  
248-330-4339 Cell  
916-467-7283 Direct Line  
[pmelton@pointandpay.com](mailto:pmelton@pointandpay.com) Email



**Automated Billing & Payment Solutions For :**  
**Village of Dexter, MI**  
***System Overview***



# Fee Options

## ◆ Absorbed

- ✓ Utility provider bears the burden of all costs related to the acceptance of electronic bill payments
- ✓ Utility provider qualifies for emerging market interchange rates, which are significantly lower than standard rates & fees assessed by the Card Associations (Visa, MasterCard & Discover)

## ◆ Non-Absorbed

- ✓ Payer bears the burden of all costs related to the electronic payment through the assessment of a convenience fee
- ✓ When convenience fees are charged, emerging market interchange rates are not available on Visa transactions
- ✓ Convenience fees are charged at time of bill payment, and collected by SPP

# Fee Schedule – “Non Absorbed”

Convenience Fee- MODEL Fee Description	Cost to Biller	Cost to Payor Credit/Debit	eCheck
Application Fee	Waived	\$0	\$0
Set-Up Fee	Waived	\$0	\$0
PCI Compliance Fee	\$79.00	\$0	\$0
Card Payments	\$0	\$3.95	\$2.95
IVR Payments*	\$0	\$3.95	\$2.95
Outbound IVR Calls* (Cost is \$0.00 to biller if a payment is collected on an outbound call)	\$.50	\$3.95	\$2.95

\* All fees charged to consumer via a separate transaction at time of payment.



# Large Ticket Processing Convenience Fee Model

- \* The limit on any given invoice to make a credit card payment using the convenience fee model, is **\$500.00**
- \* When a ticket exceeds this amount, the payer will be notified on the screen that the payment “Exceeds the amount allowable under the traditional convenience fee model.”
- \* The payer will then be presented with three options on the screen:
  - Abandon the on-line payment process with no penalty
  - Continue and pay with CC at a rate = to **2.75%** of the invoice amount (the actual \$ amount will be calculated for them and displayed on the screen)
  - Continue and pay by eCheck for a flat fee of **\$5.00** (this is the maximum amount a payer will ever be charged for an eCheck payment)



# Fee Schedule – “Absorbed”

Absorbed- MODEL Fee Description	Cost to Biller	Cost to Payor Credit/Debit	eCheck
<i>Application Fee</i>	NONE	NONE	NONE
<i>Set-Up Fee</i>	NONE	NONE	NONE
<i>PCI Compliance Fee (Annual)</i>	\$79.00	NONE	NONE
<i>Card Payments (Per Payment)</i>	\$2.00	NONE	NONE
<i>Large Ticket Surcharge (&gt; \$250)</i>	.15%	NONE	NONE
<i>eCheck Payments</i>		NONE	NONE
- <i>Traditional ACH</i>	\$.50		
- <i>NSF/Rejects</i>	\$25		
- <i>Guaranteed, Next Day Funds</i>	1% (\$5 max)		
<i>IVR Calls (Inbound or Outbound)</i>	\$.50	NONE	NONE

# Large Ticket Processing Absorbed Fee Model

- \* The threshold on any given invoice to make a credit card payment using the absorbed fee model, is **\$250.00**
- \* When a ticket exceeds this amount, a surcharge of .15% will be applied to each payment that qualifies for the surcharge.
- \* Benefits of the Absorbed Model:
  - Experience increased adoption rates amongst bill payers.
  - Utilities under the absorbed fee model qualify for the lower utility interchange rates.
  - Reduce costs associated with the of handling paper payments through higher bill payer adoption.



# What Others Are Saying

“B2C EBPP applications are plausibly among the most promising innovations to shift U.S. consumer payments from checks to electronic alternatives.”

*Alexandria Andreeff is project leader and Lisa C. Binmoeller is project manager of the Federal Reserve Bank of Chicago's EBPP Leadership Assignment*

“EBPP provides an end-to-end electronic transaction. It can improve customer service dramatically and build customer loyalty, while providing cost savings and revenue enhancement opportunities. The benefits are compelling and can be a value to your business and customers.”

*IBM Global Services*

“Presenting and paying bills electronically over the Internet has the potential to revolutionize repetitive billing— providing significant cost savings and other benefits to billers, bankers, and consumers alike.”

*Compaq*



# What Others Are Saying

\* In an April 19, 2012 article titled “Five tips for improving the effectiveness of collection letters”, Mary M. Collins, President & CEO of Media Financial Management writes:

**Provide multiple payment options.** “Giving debtors more ways to pay increases payment,” Arminio advises. He believes this is particularly true when it comes to online options, since consumers are increasingly comfortable in making financial transactions over the Internet. In fact, in a 2009 survey Fiserv, a global financial services technology provider, found that four out of five households with Internet access (69.7 million households) use online banking services.

Another effective payment alternative is to offer electronic billing. Arminio cites a white paper from IBM Global Services entitled “Electronic Bill Presentment and Payment,” which said companies reported saving between one-third to nearly one-half of their costs of printing and mailing bills or statements and processing paper payments when they switched to electronic bill presentment and payment systems. While it continues to be a challenge to get all media clients to adopt online billing, research such as this demonstrates that the results should be worth the headaches.



# Customer Testimonials

"This is the first processing company that I have used in 24 years of business that at one year after starting a relationship with, I am paying the same percentage as I did on day one. Usually, with other companies, the effective rate creeps steadily upward the longer I have been with that company. **Thanks for keeping your word, Singular Payments.**"

—Gregg Weber

"I was astonished to learn through Singular Payments' analysis of my credit card payments that my discount fee per credit card transaction was between 1.9% and 3.5% or higher. Our Sales Rep, and her team at Singular Payments, worked with me and provided a flat rate discount percentage. **The savings was immediate and obvious.** Just as important as this, is the customer service that Singular Payments provides; answering questions and providing data and information per our accounting needs. I would definitely recommend Singular Payments..."

—Walter F. Zoller

"We signed up Singular Payments for the savings, but **were pleased to discover faster deposits and statements that are much easier to understand and match up with our bank deposits.**"

—Lawton Gafford

"I chose Singular Payments Merchant Services for my office, after pouring thru several other merchant services companies, because of the **simplicity of their fees with nothing to hide or confuse you.** No extraneous fees like "all" other companies. The monthly statement is also as easy to read as it is to understand. With all of this, **why pay more for services elsewhere that you really can't understand.**"

—Dr. Robert R. Thousand





## Fiscal Year 2012/2013 Third Quarter Budget Reports

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

### General Fund Revenue and Expenditures:

- General Fund revenue is at almost 90% due to the fact that a majority of property taxes have been received. Amendments are being presented for the Tax Tribunal reductions as detailed earlier in this report.
- Most expenditure departments are at or near benchmark, and we will continue to monitor them throughout the rest of the fiscal year.
- An amendment has been presented for Attorney Fees, which is currently at 98%.
- All bond payments have been made in Long-Term Debt (99.91%)
- All budgeted payments have been made in Insurance and Bonds (96.05%).
- All budgeted payments have been made in Capital Improvements (99.83%).

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF DEXTER

04/16/2013 05:51 PM

PERIOD ENDING 03/31/2013

User: marie  
DB Dexter

878

GL NUMBER	DESCRIPTION	2012-13 ORIGINAL BUDGET	2012-13 AMENDED BUDGET	END BALANCE 03/31/2013 NORMAL (ABNORMAL)	AVAILABLE BALANCE (ABNORMAL)	% BDDT USED
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Fund 101 - GENERAL FUND						
000.000--ASSETS, LIABILITIES & REVENUE		3,061,200.00	3,061,200.00	2,748,607.38	312,592.62	89.79
<b>TOTAL Revenues</b>		<b>3,061,200.00</b>	<b>3,061,200.00</b>	<b>2,748,607.38</b>	<b>312,592.62</b>	<b>89.79</b>

<b>Expenditures</b>						
101.000-VILLAGE COUNCIL		52,600.00	55,100.00	30,741.27	24,358.73	55.79
172.000-VILLAGE MANAGER		267,800.00	267,800.00	197,568.40	70,231.60	73.77
201.000-FINANCE DEPARTMENT		12,000.00	8,005.35	3,994.65	66.71	66.71
210.000-ATTORNEY		25,000.00	25,000.00	24,508.33	491.67	98.03
215.000-VILLAGE CLERK		8,700.00	8,700.00	2,914.82	5,785.18	33.50
253.000-TREASURER		104,800.00	104,800.00	71,668.75	33,131.25	68.39
265.000-BUILDINGS & GROUNDS		62,500.00	62,500.00	45,456.21	17,043.79	72.73
285.000-VILLAGE TREE PROGRAM		24,000.00	24,000.00	11,748.09	12,251.91	48.95
301.000-LAW ENFORCEMENT		565,500.00	565,500.00	435,525.14	129,974.86	77.02
336.000-FIRE DEPARTMENT		450,000.00	456,000.00	338,106.53	117,893.47	74.15
400.000-PLANNING DEPARTMENT		119,200.00	119,700.00	81,053.86	38,646.14	67.71
410.000-ZONING BOARD OF APPEALS		1,100.00	1,100.00	718.75	381.25	65.34
441.000-DEPARTMENT OF PUBLIC WORKS		169,800.00	177,800.00	127,290.18	50,509.82	71.59
442.000-DOWNTOWN PUBLIC WORKS		80,000.00	80,000.00	47,984.09	32,015.91	59.98
447.000-ENGINEERING		11,000.00	11,000.00	5,164.25	5,835.75	46.95
448.000-MUNICIPAL STREET LIGHTS		75,600.00	75,600.00	49,939.97	25,660.03	66.06
528.000-SOLID WASTE		524,600.00	524,600.00	362,046.79	162,553.21	69.01
728.000-ECONOMIC DEVELOPMENT		6,500.00	11,500.00	9,026.35	2,473.65	78.49
751.000-PARKS & RECREATION		79,600.00	86,800.00	55,080.74	31,719.26	63.46
850.000-LONG-TERM DEBT		125,300.00	125,300.00	125,182.50	117.50	99.91
851.000-INSURANCE & BONDS		117,800.00	117,800.00	113,148.17	4,651.83	96.05
875.000-CONTRIBUTIONS		23,300.00	23,300.00	17,750.00	5,550.00	76.18
890.000-CONTINGENCIES		23,000.00	7,500.00	3,978.23	3,521.77	53.04
901.000-CAPITAL IMPROVEMENTS		152,000.00	150,500.00	150,238.99	261.01	99.83
<b>TOTAL Expenditures</b>		<b>3,081,700.00</b>	<b>3,093,900.00</b>	<b>2,314,845.76</b>	<b>779,054.24</b>	<b>74.82</b>

Fund 101:						
<b>TOTAL REVENUES</b>		<b>3,061,200.00</b>	<b>3,061,200.00</b>	<b>2,748,607.38</b>	<b>312,592.62</b>	<b>89.79</b>
<b>TOTAL EXPENDITURES</b>		<b>3,081,700.00</b>	<b>3,093,900.00</b>	<b>2,314,845.76</b>	<b>779,054.24</b>	<b>74.82</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>(20,500.00)</b>	<b>(32,700.00)</b>	<b>433,761.62</b>	<b>(466,461.62)</b>	<b>(1,326.4)</b>

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

- In Major Streets, revenues are at 97% because the transfers in from Municipal Streets are higher than budgeted and Local Streets are at 36% because the transfers in are lower than budgeted. Any necessary amendments for the transfer lines will be presented to Council at the end of the fiscal year.
- In Municipal Streets, revenues are at 94% because a majority of property taxes have been collected. Amendments are being presented for the Tax Tribunal reductions as detailed earlier in this report.

## Major Streets (Fund 202) Expenditures

- The Administration department is over benchmark because the entire budgeted OPEB payment has been made.
- Contracted Road Construction is over benchmark because the budgeted projects are complete.
- We will continue to monitor Routine Maintenance as we move through the rest of the fiscal year.

## Local Streets (Fund 203) Expenditures

- The Administration department is over benchmark because the entire budgeted OPEB payment has been made.
- The Administration department is over benchmark because the entire budgeted OPEB payment has been made.

## Municipal Streets (Fund 204) Expenditures

- Transfers have been made to the Major and Local Streets Funds as needed.
- Two thirds of the annual enterprise administrative fees have been charged to the Administration department.

GL NUMBER	DESCRIPTION	2012-13		2012-13		END BALANCE 03/31/2013	AVAILABLE		% BDCGT USED	
		ORIGINAL BUDGET	AMENDED BUDGET	NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)		
Fund 202 - MAJOR STREETS FUND										
Revenues										
000.000-ASSETS, LIABILITIES & REVENUE		654,200.00	654,200.00	639,018.86		15,181.14			97.68	
TOTAL Revenues		654,200.00	654,200.00	639,018.86		15,181.14			97.68	
Expenditures										
248.000-ADMINISTRATION		4,700.00	4,700.00	4,515.67		184.33			96.08	
445.000-STORMWATER		17,900.00	22,900.00	11,713.36		11,186.64			51.15	
451.000-CONTRACTED ROAD CONSTRUCTION		445,000.00	530,000.00	490,932.14		39,067.86			92.63	
463.000-ROUTINE MAINTENANCE		70,800.00	70,800.00	56,398.91		14,401.09			79.66	
474.000-TRAFFIC SERVICES		40,500.00	40,500.00	22,878.50		17,621.50			56.49	
478.000-WINTER MAINTENANCE		65,300.00	65,300.00	50,117.20		15,182.80			76.75	
890.000-CONTINGENCIES		10,000.00	0.00	0.00		0.00			0.00	
TOTAL Expenditures		654,200.00	734,200.00	636,555.78		97,644.22			86.70	
Fund 202:										
TOTAL REVENUES		654,200.00	654,200.00	639,018.86		15,181.14			97.68	
TOTAL EXPENDITURES		654,200.00	734,200.00	636,555.78		97,644.22			86.70	
NET OF REVENUES & EXPENDITURES		0.00	(80,000.00)	2,463.08		(82,463.08)			(3.08)	

User: marie  
 DB: Dexter  
 PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13		2012-13		END BALANCE		AVAILABLE	
		ORIGINAL BUDGET	AMENDED BUDGET	NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	BALANCE	% BDT USED
Fund 203 - LOCAL STREETS FUND									
Revenues									
000.000-ASSETS, LIABILITIES & REVENUE		461,900.00	461,900.00	169,846.81		292,053.19		36.77	
<b>TOTAL Revenues</b>		<b>461,900.00</b>	<b>461,900.00</b>	<b>169,846.81</b>		<b>292,053.19</b>		<b>36.77</b>	
Expenditures									
248.000-ADMINISTRATION		4,800.00	4,800.00	4,516.85		283.15		94.10	
445.000-STORMWATER		54,700.00	67,200.00	41,272.05		25,927.95		61.42	
451.000-CONTRACTED ROAD CONSTRUCTION		240,000.00	240,000.00	40,872.50		199,127.50		17.03	
463.000-ROUTINE MAINTENANCE		71,600.00	66,600.00	41,114.58		25,485.42		61.73	
474.000-TRAFFIC SERVICES		23,300.00	23,300.00	16,454.91		6,845.09		70.62	
478.000-WINTER MAINTENANCE		57,500.00	57,500.00	44,223.73		13,276.27		76.91	
890.000-CONTINGENCIES		10,000.00	2,500.00	0.00		2,500.00		0.00	
<b>TOTAL Expenditures</b>		<b>461,900.00</b>	<b>461,900.00</b>	<b>188,454.62</b>		<b>273,445.38</b>		<b>40.80</b>	
Fund 203:									
TOTAL REVENUES		461,900.00	461,900.00	169,846.81		292,053.19		36.77	
TOTAL EXPENDITURES		461,900.00	461,900.00	188,454.62		273,445.38		40.80	
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>0.00</b>	<b>0.00</b>	<b>(18,607.81)</b>		<b>18,607.81</b>		<b>100.00</b>	

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF DEXTER

04/16/2013 05:51 PM

PERIOD ENDING 03/31/2013

User: marie  
Dexter

GL NUMBER	DESCRIPTION	2012-13 ORIGINAL BUDGET	2012-13 AMENDED BUDGET	END BALANCE 03/31/2013	AVAILABLE BALANCE	% BDCGT USED
				NORMAL (ABNORMAL)	(ABNORMAL)	

Fund 204 - MUNICIPAL STREETS

Revenues		540,100.00	540,100.00	509,663.07	30,436.93	94.36
000.000-ASSETS, LIABILITIES & REVENUE						
TOTAL Revenues		540,100.00	540,100.00	509,663.07	30,436.93	94.36

Expenditures

248.000-ADMINISTRATION		42,400.00	42,400.00	29,760.12	12,639.88	70.19
965.000-TRANSFERS OUT - CONTROL		877,400.00	877,400.00	625,000.00	252,400.00	71.23
TOTAL Expenditures		919,800.00	919,800.00	654,760.12	265,039.88	71.19

Fund 204:

TOTAL REVENUES		540,100.00	540,100.00	509,663.07	30,436.93	94.36
TOTAL EXPENDITURES		919,800.00	919,800.00	654,760.12	265,039.88	71.19
NET OF REVENUES & EXPENDITURES		(379,700.00)	(379,700.00)	(145,097.05)	(234,602.95)	38.21

## Enterprise Funds (Fund 590 and Fund 591)

### Sewer Fund (Fund 590) Revenue and Expenditures

- Revenues are just below benchmark due to the billing cycle.
- Two thirds of the annual enterprise administrative fees have been charged to the Administration department. This department is slightly above benchmark due to attorney fees, and we will monitor this throughout the rest of the year.
- Although currently higher than benchmark (83%), Long-Term Debt should not be over budget at the end of the year.

### Water Fund (Fund 591) Revenue and Expenditures

The DWRP #2 project, which was accounted for in Fund 404, has been closed out and all of the assets (the fixed assets) and liabilities (loans payable) of this fund have been moved into Fund 591. As part of this transfer, we need to make amendments to revenue (Transfer in From DWRP Fund) and expenditures (Transfer Out - Control), which are being presented for your approval. The transfers in and out do not equal each other because this project crossed over fiscal years, and similar transfers were made last year as part of closing, and the cash of the fund are not affected by these amendments.

- Revenues are higher than benchmark, and there is an amendment being presented for tap fees.
- Two-thirds of the annual enterprise administrative fees have been charged to the Administration department.
- The Utilities Department is slightly higher than benchmark, and amendments are being presented for Council's approval.
- Long Term Debt is higher than benchmark due to the DWRP project being closed out. An amendment is being presented for Council's approval.

PERIOD ENDING 03/31/2013

User: marie  
 DP Dexter

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GL NUMBER	DESCRIPTION	2012-13		2012-13 AMENDED BUDGET	END BALANCE 03/31/2013		% BDC USED
		ORIGINAL BUDGET			NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	
Fund 590 - SEWER ENTERPRISE FUND							
Revenues	000.000-ASSETS, LIABILITIES & REVENUE	1,001,200.00		1,057,000.00	796,286.96	260,713.04	75.33
TOTAL Revenues		1,001,200.00		1,057,000.00	796,286.96	260,713.04	75.33
Expenditures							
248.000-ADMINISTRATION		72,700.00		73,800.00	60,380.75	13,419.25	81.82
548.000-SEWER UTILITIES DEPARTMENT		578,100.00		583,100.00	437,806.33	145,293.67	75.08
850.000-LONG-TERM DEBT		288,500.00		288,500.00	240,793.59	47,706.41	83.46
890.000-CONTINGENCIES		15,000.00		12,900.00	0.00	12,900.00	0.00
901.000-CAPITAL IMPROVEMENTS		55,000.00		134,000.00	101,266.47	32,733.53	75.57
TOTAL Expenditures		1,009,300.00		1,092,300.00	840,247.14	252,052.86	76.92
Fund 590:							
TOTAL REVENUES		1,001,200.00		1,057,000.00	796,286.96	260,713.04	75.33
TOTAL EXPENDITURES		1,009,300.00		1,092,300.00	840,247.14	252,052.86	76.92
NET OF REVENUES & EXPENDITURES		(8,100.00)		(35,300.00)	(43,960.18)	8,660.18	124.53

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13		2012-13		END BALANCE		AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	NORMAL	(ABNORMAL)	03/31/2013	NORMAL	(ABNORMAL)	BALANCE	
Fund 591 - WATER ENTERPRISE FUND										
Revenues										
000.000-ASSETS, LIABILITIES & REVENUE		695,800.00	715,800.00	636,783.22		79,016.78				88.96
TOTAL Revenues		695,800.00	715,800.00	636,783.22		79,016.78				88.96
Expenditures										
248.000-ADMINISTRATION		75,600.00	75,600.00	59,038.78		16,501.22				78.17
556.000-WATER UTILITIES DEPARTMENT		362,100.00	382,100.00	306,273.00		75,827.00				80.16
850.000-LONG-TERM DEBT		277,800.00	277,800.00	287,901.66		(10,101.66)				103.64
890.000-CONTINGENCIES		15,000.00	8,000.00	0.00		8,000.00				0.00
965.000-TRANSFERS OUT - CONTROL		0.00	0.00	123,132.29		(123,132.29)				100.00
TOTAL Expenditures		730,500.00	743,500.00	776,405.73		(32,905.73)				104.43
Fund 591:										
TOTAL REVENUES		695,800.00	715,800.00	636,783.22		79,016.78				88.96
TOTAL EXPENDITURES		730,500.00	743,500.00	776,405.73		(32,905.73)				104.43
NET OF REVENUES & EXPENDITURES		(34,700.00)	(27,700.00)	(139,622.51)		111,922.51				504.05
TOTAL REVENUES - ALL FUNDS										
TOTAL EXPENDITURES - ALL FUNDS		6,660,500.00	6,736,300.00	5,712,802.26		1,023,497.74				84.81
NET OF REVENUES & EXPENDITURES		7,167,100.00	7,502,800.00	5,718,103.89		1,784,696.11				76.21
		(506,600.00)	(766,500.00)	(5,301.63)		(761,198.37)				0.69

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

### Tree Fund (Fund 275) Revenue and Expenditures

- The \$8,000 that was budgeted for General Fund tree activity has been transferred out to that fund.

### Streetscape Debt Service Fund (Fund 303) Revenue and Expenditures

- A majority of taxes have been collected, and all of the bond payments have been made.

### Equipment Replacement Fund (Fund 402) Revenue and Expenditures

- The Administration department is currently over budget due to bank fees. No amendment is being presented at this time, because I may look at reallocating some of these fees. If an amendment is required, one will be presented at year end.

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13		2012-13		END BALANCE 03/31/2013	AVAILABLE		% BDCG USED
		ORIGINAL BUDGET	BUDGET	NORMAL	(ABNORMAL)		BALANCE	(ABNORMAL)	
Fund 275 - TREE REPLACEMENT FUND									
Revenues									
000.000-ASSETS, LIABILITIES & REVENUE		800.00	800.00	585.12		214.88		73.14	
TOTAL Revenues		800.00	800.00	585.12		214.88		73.14	
Expenditures									
965.000-TRANSFERS OUT - CONTROL		8,000.00	8,000.00	8,000.00		0.00		100.00	
TOTAL Expenditures		8,000.00	8,000.00	8,000.00		0.00		100.00	
Fund 275:									
TOTAL REVENUES		800.00	800.00	585.12		214.88		73.14	
TOTAL EXPENDITURES		8,000.00	8,000.00	8,000.00		0.00		100.00	
NET OF REVENUES & EXPENDITURES		(7,200.00)	(7,200.00)	(7,414.88)		214.88		102.98	

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF DEXTER

User: marie  
Dexter

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PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13 ORIGINAL BUDGET	2012-13 AMENDED BUDGET	END BALANCE 03/31/2013	AVAILABLE BALANCE	% BGD
					NORMAL (ABNORMAL)	USED

Fund 303 - STREETSCAPE DEBT SERVICE FUND						
Revenues						
000.000-ASSETS, LIABILITIES & REVENUE		169,800.00	169,800.00	160,878.16	8,921.84	94.75
TOTAL Revenues		169,800.00	169,800.00	160,878.16	8,921.84	94.75
Expenditures						
248.000-ADMINISTRATION		41,100.00	44,600.00	44,352.96	247.04	99.45
570.000-STREETSCAPE		229,400.00	229,400.00	229,370.00	30.00	99.99
TOTAL Expenditures		270,500.00	274,000.00	273,722.96	277.04	99.90
Fund 303:						
TOTAL REVENUES		169,800.00	169,800.00	160,878.16	8,921.84	94.75
TOTAL EXPENDITURES		270,500.00	274,000.00	273,722.96	277.04	99.90
NET OF REVENUES & EXPENDITURES		(100,700.00)	(104,200.00)	(112,844.80)	8,644.80	108.30

PERIOD ENDING 03/31/2013

GL NUMBER	DESCRIPTION	2012-13		2012-13 AMENDED BUDGET	END BALANCE 03/31/2013 NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
		ORIGINAL BUDGET					
Fund 402 - EQUIPMENT REPLACEMENT FUND							
Revenues							
000.000-ASSETS, LIABILITIES & REVENUE		75,500.00		75,500.00	51,132.68	24,367.32	67.73
TOTAL Revenues		75,500.00		75,500.00	51,132.68	24,367.32	67.73
Expenditures							
248.000-ADMINISTRATION		200.00		200.00	233.71	(33.71)	116.86
441.000-DEPARTMENT OF PUBLIC WORKS		20,000.00		20,000.00	14,720.07	5,279.93	73.60
903.000-CAPITAL IMPROVEMENTS-VEHICLES		11,000.00		155,000.00	10,158.00	144,842.00	6.55
TOTAL Expenditures		31,200.00		175,200.00	25,111.78	150,088.22	14.33
Fund 402:							
TOTAL REVENUES		75,500.00		75,500.00	51,132.68	24,367.32	67.73
TOTAL EXPENDITURES		31,200.00		175,200.00	25,111.78	150,088.22	14.33
NET OF REVENUES & EXPENDITURES		44,300.00		99,700.00	26,020.90	(125,720.90)	(26.10)

**Village of Dexter  
Cash Accounts**

General Ledger Name	Bank & Account Name	Purpose	Balance 03/31/13	Status of Cash
<b>General Fund</b>				
Cash	TCF & PNC Pooled	General operating	\$ 595,898.48	Unrestricted
Cash Savings	TCF Bank	General operating	\$ 100,858.63	Unrestricted
Chelsea Bank CD	Chelsea Bank	General operating	\$ 206,392.56	Unrestricted
CSB Investments Money Market	Chelsea Bank	General operating	\$ 73,125.87	Unrestricted
MBIA Class	MBIA Class	General operating	\$ 100,455.00	Unrestricted
Building Reserve Account	TCF Pooled	Reserved for future building project	\$ 9,946.26	Restricted
Building Reserve CD	Multi-Bank Securities	Reserved for future building project	\$ 235,000.00	Restricted
Bank of Holland CD	Multi-Bank Securities	General Operating	\$ 100,000.00	Unrestricted
Petty Cash	Office	Small cash purchases	\$ 100.00	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Clearing account for undistributed tax collections	\$ 49,369.47	Unrestricted*
Property Tax Checking	TCF Property Tax Checking	Used to distribute taxes and make refunds	\$ 5,000.00	Unrestricted
Voluntary Public Parking	TCF Pooled	Reserved for parking activities	\$ 10,043.95	Restricted
Arts, Culture & Heritage	TCF Pooled	Reserved for Arts, Culture & Heritage	\$ 2,061.69	Restricted
Facilities Bond Debt	PNC Bank	Closed and transferred to general operating	\$ -	Restricted
<b>Subtotal Unrestricted</b>			<b>\$ 1,231,200.01</b>	
<b>Subtotal Restricted</b>			<b>\$ 257,051.90</b>	
<b>Total General Fund</b>			<b>\$ 1,488,251.91</b>	

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

**Major Streets Fund**

Cash	TCF Pooled	General operating for major streets activities	\$ 9,457.56	Unrestricted*
<b>Subtotal Unrestricted</b>			<b>\$ 9,457.56</b>	
<b>Total Major Streets Fund</b>			<b>\$ 9,457.56</b>	

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

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

**Local Streets Fund**

Cash	TCF Pooled	General operating for major streets activities	\$ 9,093.58	Unrestricted*
Metro Act Account (Pooled)	TCF Pooled	Reserved for right of way activities	\$ 5,621.73	Restricted
<b>Subtotal Unrestricted</b>			<b>\$ 9,093.58</b>	
<b>Subtotal Restricted</b>			<b>\$ 5,621.73</b>	
<b>Total Local Streets Fund</b>			<b>\$ 14,715.31</b>	

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

**Municipal Streets Fund**

Cash	TCF Pooled	Available for transfer to Major & Local Streets	\$ 570,840.92	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Available for transfer to Major & Local Streets	\$ -	Unrestricted
<b>Subtotal Unrestricted</b>			<b>\$ 570,840.92</b>	
<b>Subtotal Restricted</b>			<b>\$ -</b>	
<b>Total Municipal Streets Fund</b>			<b>\$ 570,840.92</b>	

**Village of Dexter  
Cash Accounts**

General Ledger Name	Bank & Account Name	Purpose	Balance 03/31/13	Status of Cash
<b>Tree Replacement Fund</b>				
Multi-Bank CD	Multi-Bank Securities	Restricted for trees	\$ 125,002.91	Restricted
Restricted Tree Replacement	PNC Bank	Restricted for trees	\$ 41,668.83	Restricted
<b>Subtotal Unrestricted</b>			<u>\$ -</u>	
<b>Subtotal Restricted</b>			<u>\$ 166,671.74</u>	
<b>Total Tree Replacement Fund</b>			<u>\$ 166,671.74</u>	
 <b>Streetscape Debt Service Fund</b>				
Cash	TCF Pooled	Tax collections for GO Bond payments	\$ 1,730.20	Restricted
Property Tax Savings	TCF Property Tax Savings	Account closed	\$ -	Restricted
<b>Subtotal Unrestricted</b>			<u>\$ -</u>	
<b>Subtotal Restricted</b>			<u>\$ 1,730.20</u>	
<b>Total Streetscape Debt Service Fund</b>			<u>\$ 1,730.20</u>	
 <b>Equipment Replacement Fund</b>				
Cash	TCF Pooled	Reserved for vehicle expenses including capital pt	\$ 232,766.90	Restricted
<b>Subtotal Restricted</b>			<u>\$ 232,766.90</u>	
<b>Total Equipment Replacement Fund</b>			<u>\$ 232,766.90</u>	
 <b>Sewer Enterprise Fund</b>				
Cash	TCF Pooled	Sewer operating	\$ 12,866.03	Unrestricted
University Bank CD - Taps	University Bank Ann Arbor	Sewer tap-in fees	\$ 255,267.38	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Tax collections for delinquent utilities	\$ 0.07	Unrestricted
Sewer Tap Fees Account	TCF Sewer & Water	Sewer tap-in fees	\$ 128,462.22	Unrestricted
Sewer Tap Fees Account	Michigan Class Sewer/Water	Sewer tap-in fees	\$ 324,003.34	Unrestricted
<b>Subtotal Unrestricted</b>			<u>\$ 720,599.04</u>	
<b>Subtotal Restricted</b>			<u>\$ -</u>	
<b>Total Sewer Enterprise Fund</b>			<u>\$ 720,599.04</u>	
 <b>Water Enterprise Fund</b>				
Cash	TCF Pooled	Water operating	\$ 5,818.77	Unrestricted
Bank of Ann Arbor CD	Bank of Ann Arbor	Water tap-in fees	\$ 257,424.91	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Tax collections for delinquent utilities	\$ 0.04	Unrestricted
Water Tap Fees Account	TCF Sewer & Water	Water tap-in fees	\$ 40,155.86	Unrestricted
Water Tap Fees Account	Michigan Class Sewer/Water	Water tap-in fees	\$ 276,002.84	Unrestricted
<b>Subtotal Unrestricted</b>			<u>\$ 579,402.42</u>	
<b>Subtotal Restricted</b>			<u>\$ -</u>	
<b>Total Water Enterprise Fund</b>			<u>\$ 579,402.42</u>	

**Village of Dexter  
Cash Accounts**

General Ledger Name	Bank & Account Name	Purpose	Balance 03/31/13	Status of Cash
<b>Trust &amp; Agency Fund</b>				
Performance Guarantees	TCF Performance Guarantees	Escrows for development bonds such as tree bond	\$ 24,240.03	Restricted
Site Plan Review	TCF Pooled	Escrows for payment of development related fees	\$ 72,763.50	Restricted
Tree Escrow	TCF Pooled	Escrows for Tree Replacement	\$ 875.00	Restricted
<b>Subtotal Unrestricted</b>			<b>\$ -</b>	
<b>Subtotal Restricted</b>			<b>\$ 97,878.53</b>	
<b>Total Trust &amp; Agency Fund</b>			<b>\$ 97,878.53</b>	
<b>Retiree Health Care Fund</b>				
Cash	Mers	Funds reserved for OPEB	\$ 428,245.84	Restricted
<b>Subtotal Unrestricted</b>			<b>\$ -</b>	
<b>Subtotal Restricted</b>			<b>\$ 428,245.84</b>	
<b>Total Trust &amp; Agency Fund</b>			<b>\$ 428,245.84</b>	
*Balance as of December 31, 2012.				
<b>Payroll Fund</b>				
Cash	TCF Payroll	Funds reserved for payment of accrued benefits	\$ 18,712.33	Restricted
<b>Subtotal Unrestricted</b>			<b>\$ -</b>	
<b>Subtotal Restricted</b>			<b>\$ 18,712.33</b>	
<b>Total Trust &amp; Agency Fund</b>			<b>\$ 18,712.33</b>	
<b>Total Unrestricted</b>			<b>\$ 3,120,593.53</b>	
<b>Total Restricted</b>			<b>\$ 1,208,679.17</b>	
<b>Funds spent on captial projects (SRF, DWRF and Park), awaiting reimbursement from outside sources</b>			<b>\$ (86,030.59)</b>	
<b>Grand Total Cash</b>			<b>\$ 4,243,242.11</b>	

**Summary of General Funds Available for Non-Operational Use**

General Fund Unrestricted	\$ 1,231,200.01
15% Fundbalance (based on revenue budget)	\$ (459,180.00)
Expected revenue (based on budget)	\$ 312,592.62
Expected expenditures (based on budget)	\$ (779,054.24)
Available Unrestricted	\$ 305,558.39
<b>Restricted for Equipment</b>	<b>\$ 232,766.90</b>
<b>Restricted for Facilities</b>	<b>\$ 244,946.26</b>
<b>Restricted for Public Parking</b>	<b>\$ 10,043.95</b>
<b>Restricted for Arts, Culture &amp; Heritage</b>	<b>\$ 2,061.69</b>
<b>Restricted for Trees</b>	<b>\$ 166,671.74</b>

**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**  
**Date: April 17, 2013**  
**Re: Assistant Village Manager &  
Village Manager Report - Meeting of April 22, 2013**

1. Meeting Review:

- 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 12<sup>th</sup> – OHM Project Update Meeting
- April 12<sup>th</sup> – Landscape Coordination Meeting with Garden Club
- April 17<sup>th</sup> – April DDA Meeting
- April 17<sup>th</sup> – 3045 Broad Street Redevelopment Meeting

2. Upcoming Meetings:

- April 18<sup>th</sup> – Dan Whalen of William’s and Works re: Fifth Well
- April 18<sup>th</sup> - 2040 Long Range Transportation Plan Drop-In at Dexter Bakery
- April 22<sup>nd</sup> – Safe Routes to School Meeting
- April 24<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
- April 30<sup>th</sup> – Public Art Selection Committee
- May 1<sup>st</sup> - Budget Work Session
- May 2<sup>nd</sup> – Sludge Project Progress Meeting

3. Budget Work Session. The first Budget Work Session is scheduled for Wednesday, May 1, 2013 at 6:00 p.m. In preparation for this meeting the draft budget will be provided to Council on April 23, 2013.

4. Speed Display Update. The data for Fourth Street is included with this report. The first week of data the display was dark and the second week alerted the driver if speed exceeded 25 mph. The display is now in Dexter Crossing on Lexington near the mail boxes. Drivers respond when the display alerts them and speeds are reduced, which still resulted in 66% of the drivers at 26 mph or higher. Compared to the first week when the display was dark 72% were at 26 mph or higher. Sargent Flores has been given this data and will step up patrol in this area.

5. Bids for Second/Hudson and Forest Street. OHM is preparing one bid that includes both the Second/Hudson Project and the Forest Street Stormwater Project that will go out for bid on Monday, April 22, 2013.
6. Ann Arbor Street Design. The 2014 Ann Arbor Street project design authorization will be brought to Council in July in order to meet MDOT bid requirements and milestone schedule for this project. We have requested that OHM begin putting together timelines for this project as well as Central Street so that decisions can be made about timing and project overlap.
7. Stormwater Master Plan Proposal. Grant applications will be available August 1<sup>st</sup> and due back to the DEQ by October 1, 2013. Funding notification will occur January 2014. The OHM scope of services for this project will be presented for approval in August so that it can be included with the application.
8. Significant Industrial User (SIU) Permit Update. Attached to this report is a draft SIU Permit for Northern United Brewery, which I received on April 16, 2013. This document along with the Sewer Use Ordinance (SUO) will be reviewed by Mark Jacobs, Village Attorney. The DEQ and our consultant advised the Village to complete a legal review of our SUO as well as the SIU permit. The purpose of the legal review is to ensure we have the proper ordinance language in place to enforce the permit.
9. Drop-in Public Meetings 2040 Long Range Plan. Attached is a flyer from WATS for their drop-in public meetings on the 2040 Long Range Transportation Plan. If you miss Dexter's drop-in on Thursday, April 18<sup>th</sup> you can attend Ann Arbor or Ypsilanti's on April 23 and 24 consecutively.
10. Dexter Crossing 5b, 6, 7 & 8 Dedication Update. Steve Estey of Dykema is preparing a legal opinion on the village's options for dedication and needed extra time to complete an evaluation.
11. Farmers Market/Community Garden Update. Both the Farmers Market and Community Garden are preparing to begin their season. The Garden has sold 8 full plots and ½ plot of the 16 plots so far. The Market's opening day will be May 4, 2013. One of our vendors who work at the University Of Michigan School Of Art solicited some logo ideas for the Market from students. We received four ideas and are working with one of the students to make a few changes to the logo the Committee preferred. Copies are attached. This will be used consistently on our applications and marketing materials. Vendor Jeff Peters gave a presentation to approx. 20 vendors following the last Oversight Committee meeting with suggestions for the vendors on marketing their individual stalls. We are excited to have two new seasonal produce vendors who will be joining the market this season.
12. Screw Pump Bid. Two bids were received for the screw pump maintenance work on April 15 but were substantially higher than the quotes we had previously solicited. Staff needs to work through the differences and determine how to move forward before a recommendation can be made.

13. Joint DDA/Council meeting. DDA agreed that a Joint meeting **prior to the May 13, 2013 Council meeting** can work. Please mark your calendars for this special joint session with the DDA to review Facility Needs.
14. Broad Street Parking Conceptual Plan. At the April 17, 2013 DDA meeting, DDA reviewed the attached Broad Street Parking Conceptual Plan and probable construction cost. The DDA postponed consideration of this item until the May DDA meeting to allow time for a site review with the Fire Inspector and allow time for Council to provide feedback on the conceptual plan.
15. Safe Routes to School Update. REMINDER prior to our meeting on April 22, 2013, there is a Safe Routes to School meeting, 3:30 p.m. at the Senior Center.
16. Larry Stalker Sewer Request Update. Larry Stalker was able to determine that he would need a pump station to hook up to the Village's sanitary sewer. His service couldn't be installed to allow for gravity feed. Therefore he will be pursuing a septic improvement project through the County. Larry asked for an explanation why 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. I got back with him that the property was under an annexation agreement at the time (2001) it was hooked up to the village's sewer. The 1981 Promulgation of Annexation Agreement anticipated that these properties along Dexter-Chelsea Road would be brought into the village. The Promulgation Agreement has since been made null and void.
17. Staff Updates. Staffing patterns continue to adversely affect the operations of Water and Wastewater, which is causing Dan Schlaff considerable anxiety in being able to satisfactorily do his job. Doug Schlaff has been off on a two week personal injury and Keith Kitchen has been out on a fairly consistent basis due to personal medical problems; however Keith Kitchen informed Dan on April 17, 2013 that he has decided to file paperwork with MERS to take an early retirement with an effective date of June 1, 2013. MERS allows, with penalty, an employee to retire with 25 years of service and at least 50 years of age. Paperwork is being filed at this time and we are working with Keith to help finalize this process. In the meantime, staff would like to proceed immediately with the hiring process to replace Keith. Another constraint on staffing is Scott Maurer who is working with restrictions due to knee surgery and will be released for full duty in June. With only five people including Dan to complete tasks, this puts operations behind more than 40% of much needed manpower on a very regular basis. Effectively running the water and sewer operation with 40% less resources is unmanageable. This situation is taking its toll on those who are left to fill the gaps, resulting in employee burn out and vacation scheduling challenges. Administrative Staff is continually looking for ways to turn this around, and we hope to bring other recommendations forward in the future. However, we felt it was important that Council be informed that this situation is not sustainable.

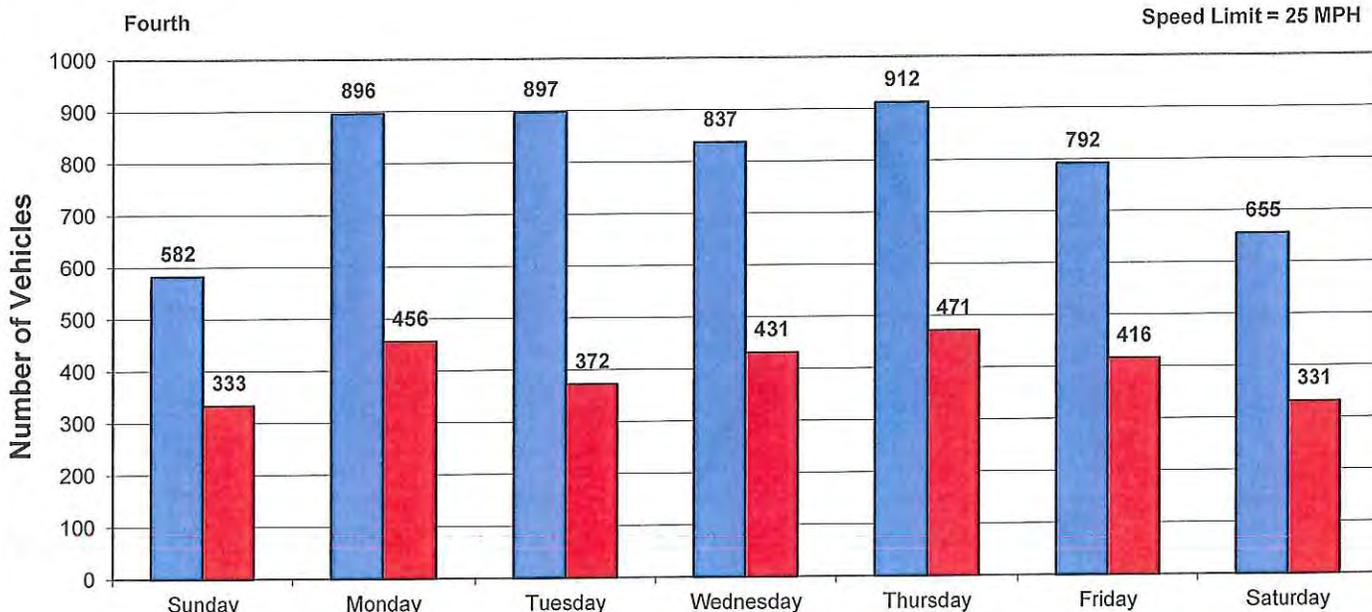


# Charts Report

## Vehicle and Speed Violator Counts

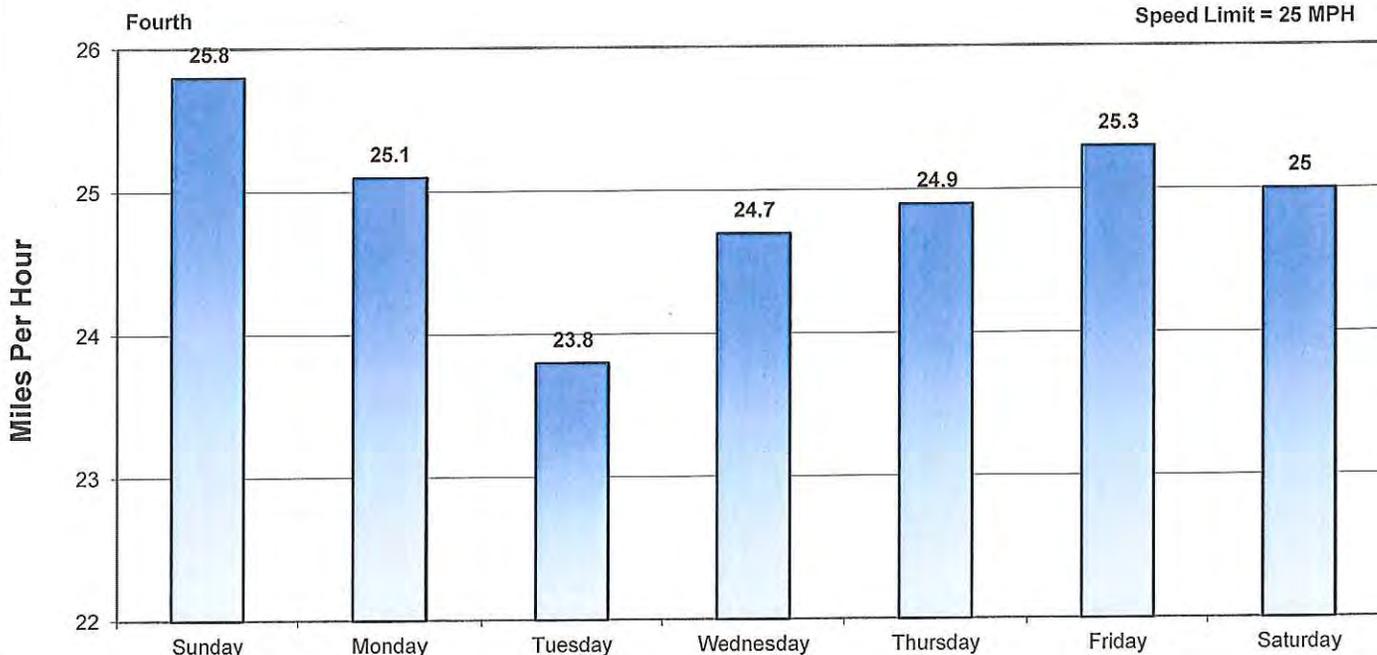


■ Tot. Vehicles  
■ # Violators



WEEK OF: 3/24/2013 - 3/30/2013

## Daily Average Speeds



WEEK OF: 3/24/2013 - 3/30/2013

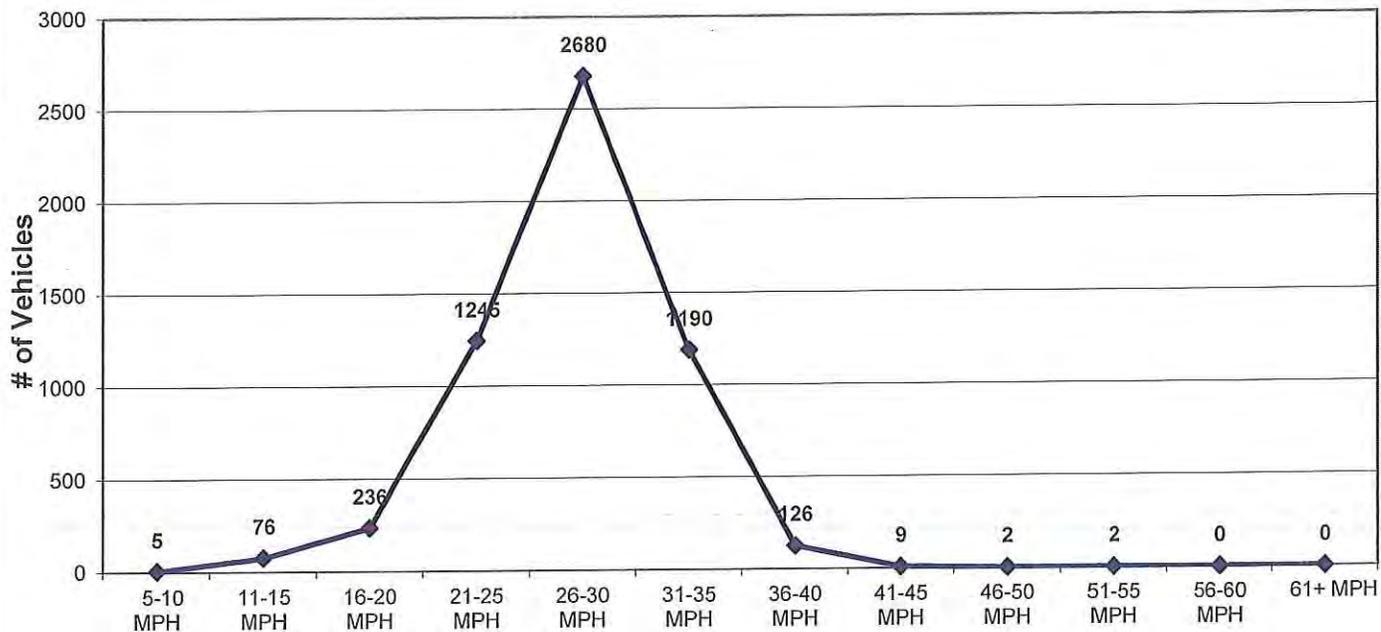
# Charts Report

## Vehicle Count by Peak Speed Bins



Fourth

Speed Limit = 25 MPH



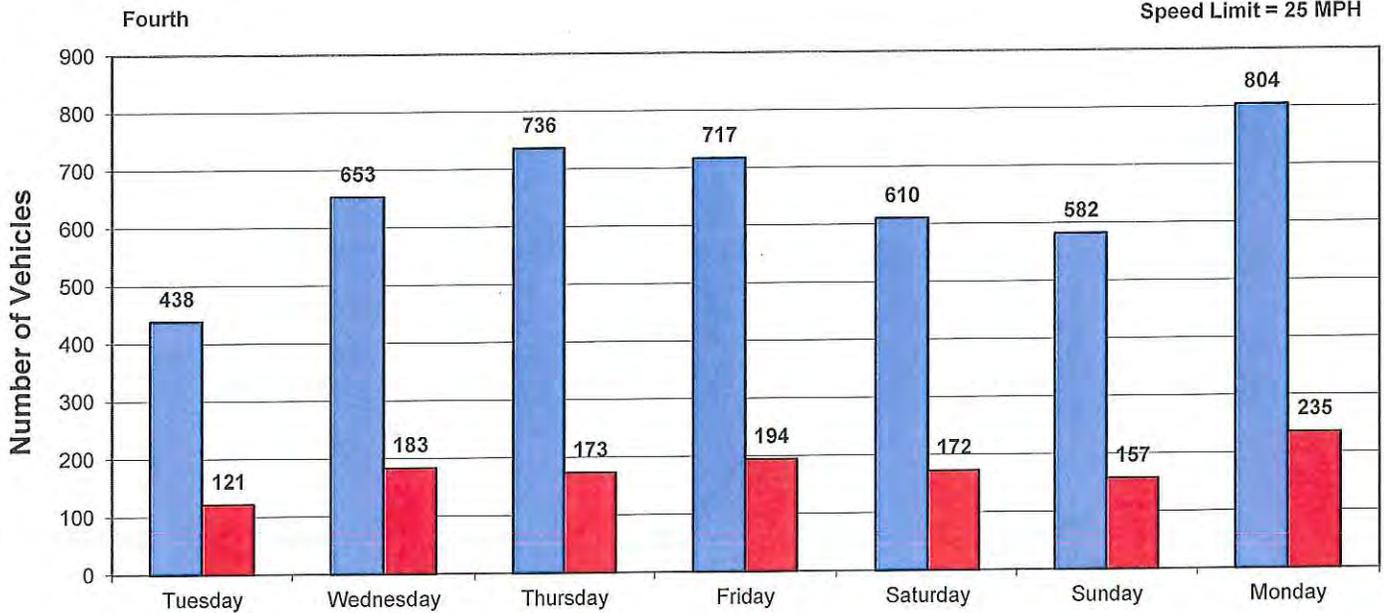
WEEK OF: 3/24/2013 - 3/30/2013

# Charts Report

## Vehicle and Speed Violator Counts

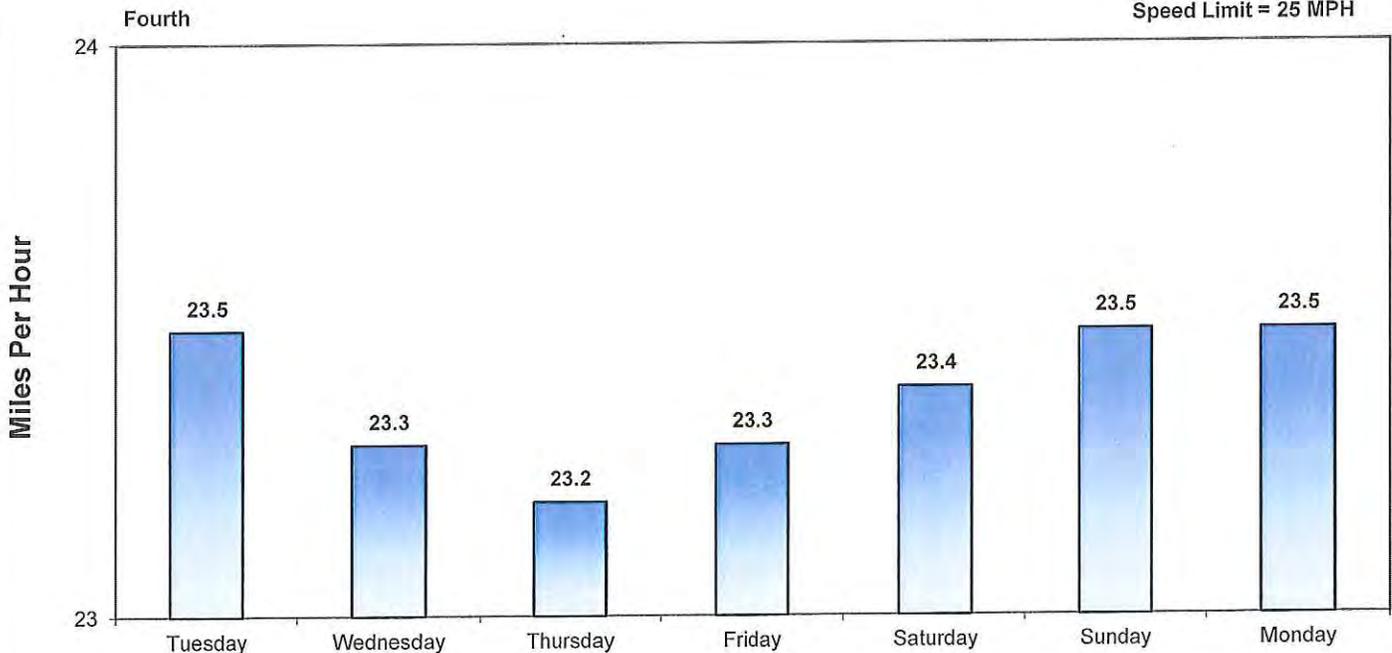


■ Tot. Vehicles  
■ # Violators



WEEK OF: 4/2/2013 - 4/8/2013

## Daily Average Speeds



WEEK OF: 4/2/2013 - 4/8/2013

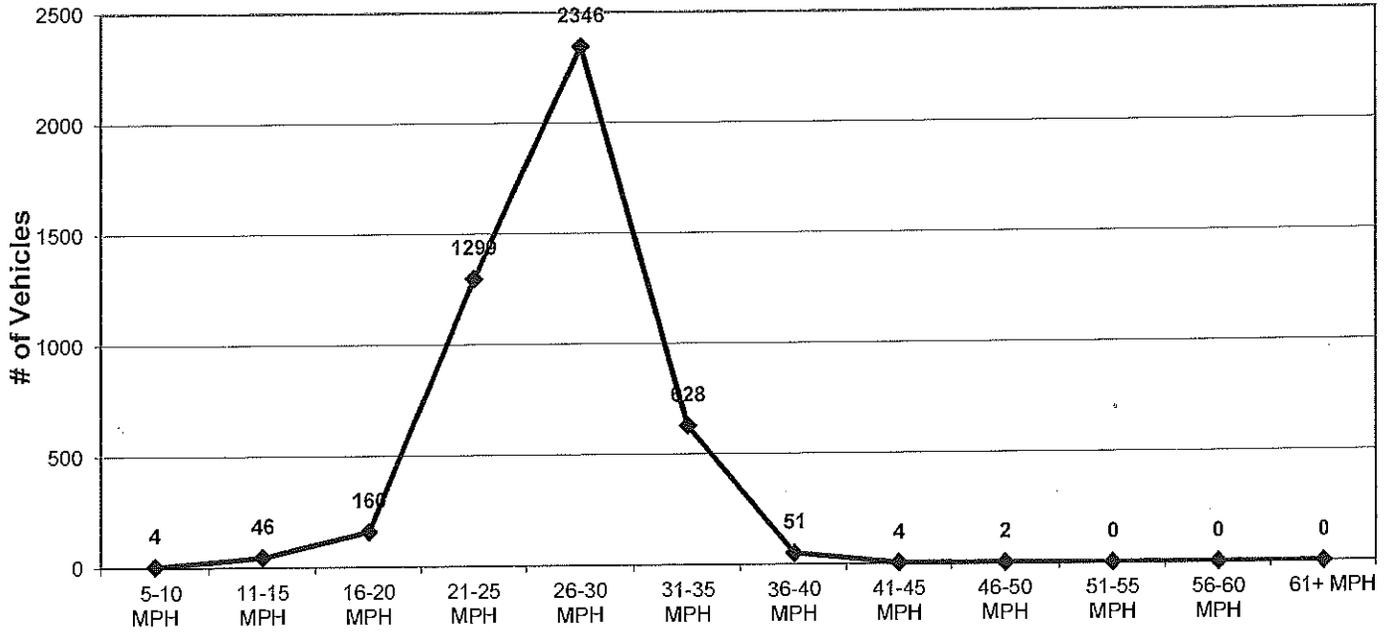
# Charts Report

## Vehicle Count by Peak Speed Bins



Fourth

Speed Limit = 25 MPH



WEEK OF: 4/2/2013 - 4/8/2013

## DRAFT DOCUMENTS

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Tony Grant  
Northern United Brewing Company  
2319 Bishop Circle  
Dexter, MI 48130-1567

**RE: Issuance of Industrial User Permit to Northern United Brewing Company by the Village of Dexter**

Dear Mr. Grant:

Your application for an industrial user pretreatment permit has been reviewed and processed in accordance with Section 58 of the Village of Dexter Code of Ordinances.

The enclosed permit (SIU 002) covers the wastewater discharged from the facility located at 2319 Bishop Circle, Dexter, MI into the Village of Dexter sewer system. All discharges from this facility and actions and reports relating thereto shall be in accordance with the terms and conditions of this permit.

If you wish to appeal or challenge any conditions imposed in this permit, a petition shall be filed for modification or reissuance of this permit in accordance with the requirements of Section 58 of the Village of Dexter Code of Ordinances, within 30 days of your receipt of this correspondence. Pursuant to Section 58 of the Village of Dexter Code of Ordinances, failure to petition for reconsideration of the permit within the allotted time is deemed a waiver by the permittee of his right to challenge the terms of this permit.

By: \_\_\_\_\_  
Andrea Dorney, IPP Coordinator

Issued this April 16, 2013

INDUSTRIAL USER PERMIT

In accordance with the provisions of Section 58 of the Village of Dexter Code of Ordinances

Northern United Brewing Company  
2319 Bishop Circle  
Dexter, MI 48130-1567

Is hereby authorized to discharge industrial wastewater from the above identified facility and through the outfalls identified herein into the Village of Dexter sewer system in accordance with the conditions set forth in this permit. Compliance with this permit does not relieve the permittee of its obligation to comply with any or all applicable pretreatment regulations, standards or requirements under local, State, and Federal laws, including any such regulations, standards, requirements, or laws that may become effective during the term of this permit.

Noncompliance with any term or condition of this permit shall constitute a violation of Section 58 of the Village of Dexter Code of Ordinances.

This permit shall become effective on May 1, 2013 and shall expire at midnight on August 15, 2013.

If the permittee wishes to continue to discharge after the expiration date of this permit, an application must be filed for a renewal permit in accordance with the requirements of Section 58 of the Village of Dexter Code of Ordinances, a minimum of 30 days prior to the expiration date.

By: \_\_\_\_\_  
Andrea Dorney, IPP Coordinator

Issued this 15<sup>th</sup> day of April, 2013.

**PART 1 - EFFLUENT LIMITATIONS**

1. During the period of May 1, 2013 to August 15, 2013 the permittee is authorized to discharge process wastewater to the Village of Dexter sewer system from the outfalls listed below.

Description of outfalls:

<u>Outfall</u>	<u>Descriptions</u>
01	The process wastewater sampling manhole located adjacent to the Northern United Brewery Corporation Facility at 2319 East Bishop Circle Property and as referenced in Part 6 Site Plan.
02	Sanitary non process or production wastewater from the Northern United Brewery Corporation and as referenced in Part 6 Site Plan.

2. During the period of May 1, 2013 to August 15, 2013 the discharge from Outfall 01 shall not exceed the following effluent limitations. Effluent from this outfall consists of Brewery waste and wash water associated with the production of beer.

Effluent Limitations:

<u>Parameter</u>	<u>Daily maximum (lbs./day)</u>	<u>Monthly average (lbs./day)</u>
Biochemical Oxygen Demand	150 lbs/day	less than 150 lbs/day
Total Suspended Solids	100 lbs/day	less than 100 lbs/day

3. During the period of May 1, 2013 to August 15, 2013 the effluent from Outfall 02 shall be of domestic or non-process wastewater only and shall comply with Section 58 of the Village of Dexter Code of Ordinances
4. The permittee shall not discharge wastewater containing any of the following substances from any of the outfalls:
  - a. Fats, wax, grease, or oils of petroleum origin, whether emulsified or not, in excess of 50 mg/l or containing substances which may solidify or become viscous at temperatures between 33 °F and 150 °F;
  - b. Insoluble, solid, or viscous substances such as but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, tar, feathers, plastics, wood hair, fleshing, etc., shall not be admitted to sanitary sewers;
  - c. Any pollutant, including oxygen demanding pollutants (BOD etc.) at flow rate and/or concentration which will cause the pollutant to pass through to the receiving waters or interfere with the Village of Dexter Wastewater Treatment Plant. For the purpose of this section, the terms "pass through" and "interference" have the same definitions as appear in Section 58 of the Village of Dexter Code of Ordinances.

All discharges shall comply with all other applicable laws, regulations, standards, and requirements contained in Section 58 of the Village of Dexter Code of Ordinances and any applicable State and Federal pretreatment laws, regulations, standards, and requirements including any such laws, regulations, standards, or requirements that may become effective during the term of this permit. See also General Prohibitive Standards.

**PART 2 - MONITORING REQUIREMENTS**

1. From the period beginning on the effective date of the permit until August 15, 2013, the permittee shall monitor Outfall 01 for the following parameters. at the indicated frequency:

Sample Parameter (units)	Measurement Location	Frequency	Sample Type
Flow (gpd)	Process Water Meter	Daily	Meter <sup>2</sup>
BOD mg/L	Sampling Manhole <sup>1</sup>	3 consecutive Days / Twice / Month	24 - hr Composite <sup>3</sup>
Total Suspended Solids mg/L	Sampling Manhole <sup>1</sup>	3 consecutive Days / Twice / Month	24 - hr Composite <sup>3</sup>
Total Phosphorus mg/L	Sampling Manhole <sup>1</sup>	3 consecutive Days / Twice / Month	24 - hr Composite <sup>3</sup>

<sup>1</sup> See PART 6 Site Plan.

<sup>2</sup> Daily flows are to be recorded from the process water meter.

<sup>3</sup> 24 hour composite flow-proportional sampling with alliquots collected at intervals no more than 20 minutes apart.

2. All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR Part 136 and amendments thereto unless specified otherwise in the monitoring conditions of this permit.

**PART 3 - REPORTING REQUIREMENTS**

1. Monitoring Reports

Monitoring results obtained shall be summarized and reported on an Industrial User Monitoring Report Form once per month. The reports are due on the 15th day of each month. The first report is due within 45 days after issuance of this permit. The report shall indicate the nature and concentration of all pollutants in the effluent for which sampling and analyses were performed during the calendar month preceding the submission of each report including measured maximum and average daily flows.

2. If the permittee monitors any pollutant more frequently than required by this permit, using test procedures prescribed in 40 CFR Part 136 or amendments thereto, or otherwise approved by EPA or as specified in this permit, the results of such monitoring shall be included in any calculations of actual daily maximum or monthly average pollutant discharge and results shall be reported in the monthly report submitted to the Village of Dexter Wastewater Treatment Plant. Such increased monitoring frequency shall also be indicated in the monthly report.
3. Automatic Resampling

If the results of the permittee's wastewater analysis indicates that a violation of this permit has occurred, the permittee must:

- a. Inform the Village of Dexter Wastewater Treatment Plant of the violation within 24 hours;  
And
- b. Repeat the sampling and pollutant analysis and submit, in writing, the results of this second analysis within 30 days of the first violation.

4. Accidental Discharge Report

- a. The Permittee shall notify the Village of Dexter Wastewater Treatment Plant immediately upon the occurrence of an accidental discharge of substances prohibited by Section 58 of the Village of Dexter Code of Ordinances or any slug loads or spills that may enter the public sewer. During normal business hours the Village of Dexter Wastewater Treatment Plant should be notified by telephone at (734) 426-4572. At all other times, the Village of Dexter Wastewater Treatment Plant should be notified by telephone at either (734) 426-4572 or (734) 216-3810 after 5 p.m. Monday - Friday or weekends and holidays. The notification shall include location of discharge, date and time thereof, type of waste, including concentration and volume, and corrective actions taken. The permittee's notification of accidental releases in accordance with this section does not relieve it of other reporting requirements that arise under local, State or Federal laws.

Within five days following an accidental discharge, the permittee shall submit to the Village of Dexter Wastewater Treatment Plant a detailed written report. The report shall specify:

- i. Description and cause of the upset, slug load or accidental discharge, the cause thereof, and the impact on the permittee's compliance status. The description should also include location of discharge, type, concentration and volume of waste.
  - ii. Duration of noncompliance, including exact dates and times of non-compliance and, if the noncompliance is continuing, the time by which compliance is reasonably expected to occur.
  - iii. All steps taken or to be taken to reduce, eliminate, and/or prevent recurrence of such an upset, slug load, accidental discharge, or other conditions of noncompliance.
5. All reports required by this permit shall be submitted via certified mail or other receipt requested carrier to the Village of Dexter Wastewater Treatment Plant at the following address:

Village of Dexter Wastewater Treatment Plant  
Attn: Andrea Dorney, IPP Coordinator  
8360 Huron Street, Dexter MI 48130

**PART 4 - SPECIAL CONDITIONS**

SECTION 1 - ADDITIONAL/SPECIAL MONITORING REQUIRMENTS

1. Development of a written spill protection plan no later than July 15, 2013.

2. Development of a slug loading control plan no later than July 15, 2013.

## SECTION 2 - REOPENER CLAUSE

This permit may be reopened and modified to incorporate any new or revised requirements resulting from the Village of Dexter Wastewater reevaluation of its local limits for BOD and Total Suspended Solids and Phosphorus or other substantive changes.

## PART 5 - STANDARD CONDITIONS

### SECTION A. - GENERAL CONDITIONS AND DEFINITIONS

#### 1. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

#### 2. Duty to Comply

The permittee must comply with all conditions of this permit. Failure to comply with the requirements of this permit may be grounds for administrative action, or enforcement proceedings including civil or criminal penalties, injunctive relief, and summary abatements.

#### 3. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or correct any adverse impact to the public treatment plant or the environment resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

#### 4. Permit Modification

This permit may be modified for good cause(s) including, but not limited to, the following:

- a. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements.
- b. Material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character which were not considered in drafting the effective permit.
- c. A change in any condition in either the industrial user or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- d. Information indicating that the permitted discharge poses a threat to the Control Authority's collection and treatment systems, POTW personnel or the receiving waters.

- e. Violation of any terms or conditions of the permit.
- f. Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required reporting.
- g. Revision of or a grant of variance from such categorical standards pursuant to 40 CFR 403.13.
- h. To correct typographical or other errors in the permit.
- i. To reflect transfer of the facility ownership and/or operation to a new owner/operator.
- j. Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.
- k. The filing of a request by the permittee for a permit modification, revocation and reissuance, termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

#### 5. Permit Termination

This permit may be terminated for the following reasons:

- a. Falsifying self-monitoring reports
- b. Tampering with monitoring equipment
- c. Refusing to allow timely access to the facility premises and records
- d. Failure to meet effluent limitations
- e. Failure to pay fines
- f. Failure to pay sewer charges
- g. Failure to meet compliance schedules

#### 6. Permit Appeals

The permittee may petition to appeal the terms of this permit within 30 days of the notice. This petition must be in writing; failure to submit a petition for review shall be deemed to be a waiver of the appeal. In its petition, the permittee must indicate the permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to be placed in the permit.

The effectiveness of this permit shall not be stayed pending reconsideration by the Board. If, after considering the petition and any arguments put forth by the Superintendent, the Board determines that reconsideration is proper, it shall remand the permit back to the Superintendent for reissuance. Those permit provisions being reconsidered by the Superintendent shall be stayed pending reissuance.

A Board of Directors' decision not to reconsider a final permit shall be considered final administrative action for purposes of judicial review. The permittee seeking judicial review of the Board's final action must do so by filing a complaint with the appropriate Washtenaw of County Court.

7. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any violation of Federal, State, or local laws or regulations.

8. Limitation on Permit Transfer

Permits may be reassigned or transferred to a new owner and/or operator with prior approval of the Superintendent:

- a. The permittee must give at least 30 days advance notice to the Superintendent
- b. The notice must include a written certification by the new owner which:
  - i. States that the new owner has no immediate intent to change the facility's operations and processes.
  - ii. Identifies the specific date on which the transfer is to occur.
  - iii. Acknowledges full responsibility for complying with the existing permit.

9. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must submit an application for a new permit at least 30 days before the expiration date of this permit.

10. Continuation of Expired Permits

An expired permit will continue to be effective and enforceable until the permit is reissued if:

- a. The permittee has submitted a complete permit application at least 90 days prior to the expiration date of the user's existing permit.
- b. The failure to reissue the permit, prior to expiration of the previous permit, is not due to any act or failure to act on the part of the permittee.

11. Dilution

The permittee shall not increase the use of potable or process water or, in anyway, attempt to dilute an effluent as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit.

## 12. Definitions

- a. Daily Maximum - The maximum allowable discharge of pollutant during a calendar day. Where daily maximum limitations are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.
- b. Composite Sample - A sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. The sample may be composited either as a time composite sample: composed of discrete sample aliquots collected in one container at constant time intervals providing representative samples irrespective of stream flow; or as a flow proportional composite sample: collected either as a constant sample volume at time intervals proportional to stream flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots.
- c. Grab Sample - An individual sample collected in less than 15 minutes, without regard for flow or time.
- d. Instantaneous Maximum Concentration - The maximum concentration allowed in any single grab sample.
- e. Cooling Water:
  - i. Uncontaminated: Water used for cooling purposes only which has no direct contact with any raw material, intermediate, or final product and which does not contain a level of contaminants detectably higher than that of the intake water.
  - ii. Contaminated: Water used for cooling purposes only which may become contaminated either through the use of water treatment chemicals used for corrosion inhibitors or biocides, or by direct contact with process materials and/or wastewater.
- f. Monthly Average - The arithmetic mean of the values for effluent samples collected during a calendar month or specified 30 day period (as opposed to a rolling 30 day window).
- g. Weekly Average - The arithmetic mean of the values for effluent samples collected over a period of seven consecutive days.
- h. Bi-Weekly - Once every other week.
- i. Bi-Monthly - Once every other month.
- j. Upset - Means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee, excluding such factors as operational error, improperly designed or inadequate treatment facilities, or improper operation and

maintenance or lack thereof.

- k. Bypass - Means the intentional diversion of wastes from any portion of a treatment facility.

### 13. General Prohibitive Standards

The permittee shall comply with all the general prohibitive discharge standards in Section 58 of the Village of Dexter Code of Ordinances. Namely, the industrial user shall not discharge wastewater to the sewer system:

- a. Having a temperature higher than 104°F (40°C);
- b. Containing more than 50 ppm by weight of fats, oils, and grease;
- c. Containing any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids or gases; and in no case pollutants with a closed cup flashpoint of less than 140°F (60°C), or pollutants which cause an exceedance of 10 percent of the Lower Explosive Limit (LEL) at any point within the POTW;
- d. Containing any garbage that has not been ground by household type or other suitable garbage grinders;
- e. Containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch, manure, or any other solids or viscous substances capable of causing obstructions or other interferences with proper operation of the sewer system;
- f. Having a pH lower than 5.5 or higher than 9.5, or having any other corrosive property capable of causing damage or hazards to structures, equipment or personnel of the sewer system;
- g. Containing toxic or poisonous substances in sufficient quantity to injure or interfere with any wastewater treatment process, to constitute hazards to humans or animals, or to create any hazard in waters which receive treated effluent from the sewer system treatment plant. Toxic wastes shall include, but are not limited to wastes containing cyanide, chromium, cadmium, mercury, copper, and nickel ions;
- h. Containing noxious or malodorous gases or substances capable of creating a public nuisance; including pollutants which result in the presence of toxic gases, vapors, or fumes;
- i. Containing solids of such character and quantity that special and unusual attention is required for their handling;
- j. Containing any substance which may affect the treatment plant's effluent and cause violation of the NPDES permit requirements;
- k. Containing any substance which would cause the treatment plant to be in noncompliance with sludge use, recycle or disposal criteria pursuant to guidelines or regulations developed under Section 405 of the Federal Act, the Solid Waste Disposal Act, the Clean

Air Act, the Toxic Substances Control Act or other regulations or criteria for sludge management and disposal as required by the State;

- l. Containing color which is not removed in the treatment processes;
- m. Containing any medical or infectious wastes;
- n. Containing any radioactive wastes or isotopes; or
- o. Containing any pollutant, including BOD pollutants, released at a flow rate and/or pollutant concentration which would cause interference with the treatment plant.

14. Compliance with Applicable Pretreatment Standards and Requirements

Compliance with this permit does not relieve the permittee from its obligations regarding compliance with any and all applicable Local, State and Federal pretreatment standards and requirements including any such standards or requirements that may become effective during the term of this permit.

**SECTION B. - OPERATION AND MAINTENANCE OF POLLUTION CONTROLS**

1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes but is not limited to: effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures.

This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

2. Duty to Halt or Reduce Activity

Upon reduction of efficiency of operation, or loss or failure of all or part of the treatment facility, the permittee shall, to the extent necessary to maintain compliance with its permit, control its production or discharges (or both) until operation of the treatment facility is restored or an alternative method of treatment is provided.

This requirement applies, for example, when the primary source of power of the treatment facility fails or is reduced. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

3. Bypass of Treatment Facilities

- a. Bypass is prohibited unless it is unavoidable to prevent loss of life, personal injury, or severe property damage or no feasible alternatives exist.

b. The permittee may allow bypass to occur which does not cause effluent limitations to be exceeded, but only if it is also for essential maintenance to assure efficient operation.

c. Notification of bypass:

(1) Anticipated bypass.

If the permittee knows in advance of the need for a bypass, it shall submit prior written notice, at least 10 days before the date of the bypass, to the Village of Dexter Wastewater Treatment Plant.

(2) Unanticipated bypass.

The permittee shall immediately notify the Village of Dexter Wastewater Treatment Plant and submit a written notice to the POTW within 5 days. This report shall specify:

(i) A description of the bypass, and its cause, including its duration;

(ii) Whether the bypass has been corrected; and

(iii) The steps being taken or to be taken to reduce, eliminate and prevent a reoccurrence of the bypass.

#### 4. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be disposed of in accordance with Section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act.

### SECTION C. - MONITORING AND RECORDS

#### 1. Representative Sampling

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring points specified in this permit and, unless otherwise specified, before the effluent joins or is diluted by any other waste stream, body of water or substance. All equipment used for sampling and analysis must be routinely calibrated, inspected and maintained to ensure their accuracy. Monitoring points shall not be changed.

#### 2. Flow Measurements

If flow measurement is required by this permit, the appropriate flow measurement devices and methods consistent with approved scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of the volume of monitored discharges.

The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements are consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than 10

percent from true discharge rates throughout the range of expected discharge volumes.

3. Analytical Methods to Demonstrate Continued Compliance

All sampling and analysis required by this permit shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, otherwise approved by EPA, or as specified in this permit.

4. Additional Monitoring by the Permittee

If the permittee monitors any pollutant more frequently than required by this permit, using test procedures identified in Section C.3, the results of this monitoring shall be included in the permittee's self-monitoring reports.

5. Inspection and Entry

The permittee shall allow the Village of Dexter Wastewater Treatment Plant, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

- a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit;
- d. Sample or monitor, for the purposes of assuring permit compliance, any substances or parameters at any location; and
- e. Inspect any production, manufacturing, fabricating, or storage area where pollutants, regulated under the permit, could originate, be stored, or be discharged to the sewer system.

6. Retention of Records

- a. The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least three years from the date of the sample, measurement, report or application.

This period may be extended by request of the Village of Dexter Wastewater Treatment Plant at any time.

- b. All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the Village of Dexter Wastewater Treatment Plant shall be retained and preserved by the permittee until all enforcement activities

have concluded and all periods of limitation with respect to any and all appeals have expired.

7. Record Contents

Records of sampling and analyses shall include:

- a. The date, exact place, time, and methods of sampling or measurements, and sample preservation techniques or procedures;
- b. Who performed the sampling or measurements;
- c. The date(s) analyses were performed;
- d. Who performed the analyses;
- e. The analytical techniques or methods used; and
- f. The results of such analyses.

8. Falsifying Information

Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, is a crime and may result in the imposition of criminal sanctions and/or civil penalties.

**SECTION D. - ADDITIONAL REPORTING REQUIREMENTS**

1. Planned Changes

The permittee shall give notice to the Village of Dexter Wastewater Treatment Plant 90 days prior to any facility expansion, production increase, or process modifications which results in new or substantially increased discharges or a change in the nature of the discharge.

2. Anticipated Noncompliance

The permittee shall give advance notice to the Village of Dexter Wastewater Treatment Plant of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

3. Automatic Resampling

If the results of the permittee's wastewater analysis indicates a violation has occurred, the permittee must notify the Village of Dexter Wastewater Treatment Plant within 24 hours of becoming aware of the violation and repeat the sampling and pollutant analysis and submit, in writing, the results of this repeat analysis within 30 days after becoming aware of the violation.

4. Duty to Provide Information

The permittee shall furnish to the Village of Dexter Wastewater Treatment Plant, within five business days any information which the Village of Dexter Wastewater Treatment Plant may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also, upon request, furnish to the Village of Dexter Wastewater Treatment Plant within upon demand copies of any records required to be kept by this permit.

5. Signatory Requirements

All applications, reports, or information submitted to the Village of Dexter Wastewater Treatment Plant must contain the following certification statement and be signed by a responsible corporate officer as required below:

*"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."*

A responsible corporate officer means: a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy - or decision-making functions for the corporation.

6. Operating Upsets

Any permittee that experiences an upset in operations that places the permittee in a temporary state of noncompliance with the provisions of either this permit or with Section 58 of the Village of Dexter Code of Ordinances shall inform the Village of Dexter Wastewater Treatment Plant within 24 hours of becoming aware of the upset at (734) 426-4572 or (734) 216-3810 after 5 p.m. Monday - Friday or weekends and holidays.

A written follow-up report of the upset shall be filed by the permittee with the Village of Dexter Wastewater Treatment Plant within five days.

The report shall specify:

- a. Description of the upset, the cause(s) thereof and the upset's impact on the permittee's compliance status;
- b. Duration of noncompliance, including exact dates and times of noncompliance, and if not corrected, the anticipated time the noncompliance is expected to continue; and
- c. All steps taken or to be taken to reduce, eliminate and prevent recurrence of such an upset.

The report must also demonstrate that the treatment facility was being operated in a prudent and workmanlike manner.

A documented and verified operating upset shall be an affirmative defense to any enforcement action brought against the permittee for violations attributable to the upset event.

7. Annual Publication

A list of all industrial users which were subject to enforcement proceedings during the 12 previous months shall be annually published by the Village of Dexter Wastewater Treatment Plant in the largest daily newspaper within its service area. Accordingly, the permittee is apprised that noncompliance with this permit may lead to an enforcement action and may result in publication of its name in an appropriate newspaper in accordance with this Section.

8. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil and/or criminal penalties for noncompliance under Section 58 of the Village of Dexter Code of Ordinances or State or Federal laws or regulations.

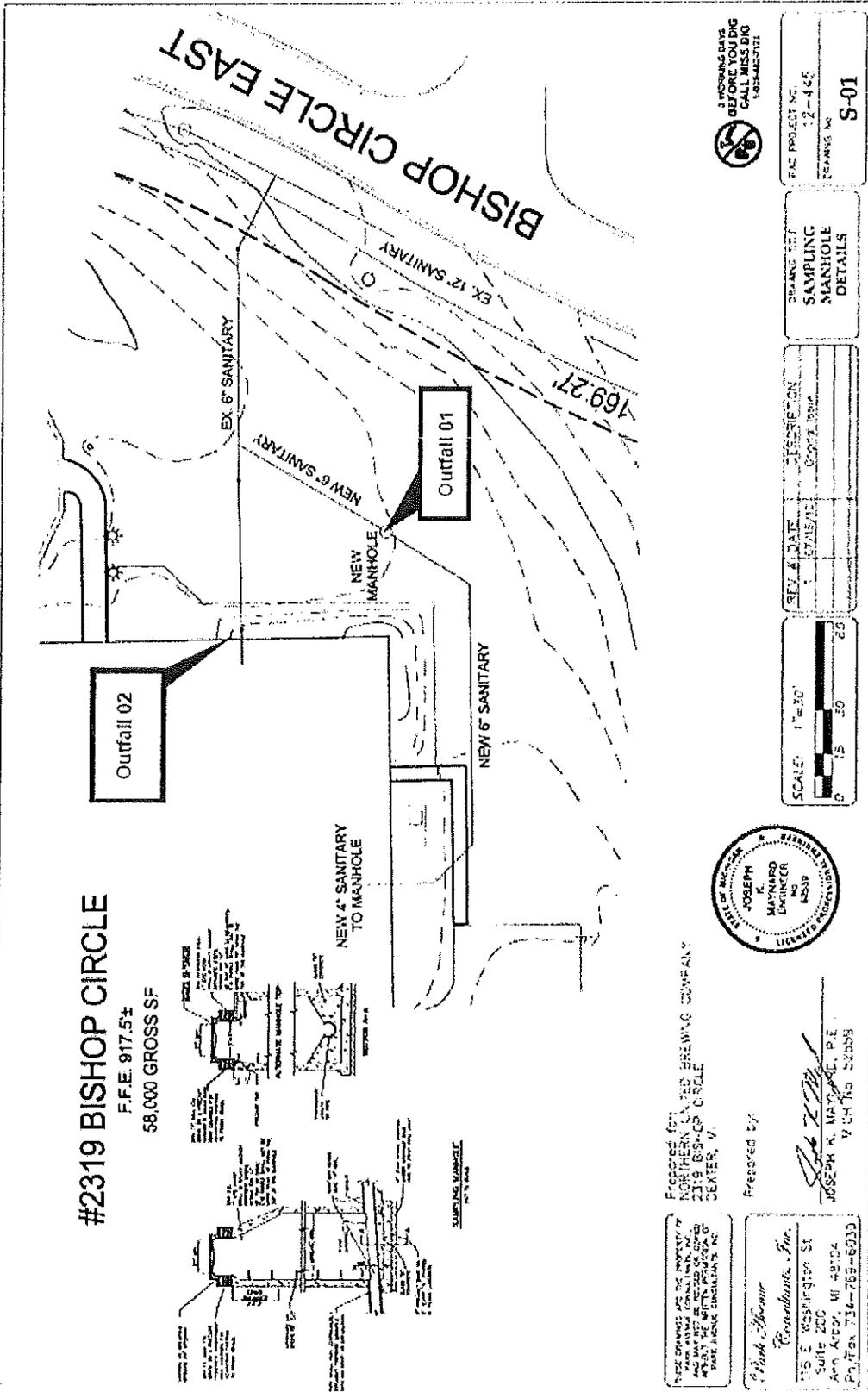
9. Penalties for Violations of Permit Conditions

Section 58 of the Village of Dexter Code of Ordinances provides that any person who willfully or negligently violates permit conditions is subject to criminal penalties of a fine of up to \$1,000 per day of violation, or by imprisonment for 90 days or both. The permittee may also be subject to sanctions under State and/or Federal law.

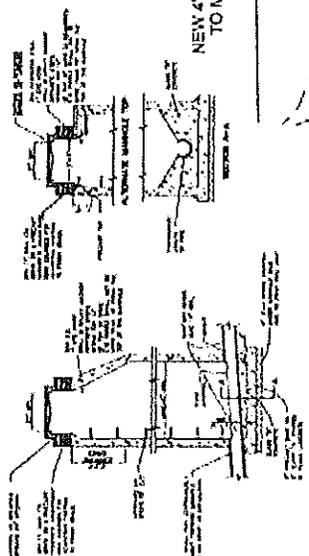
10. Recovery of Costs Incurred

In addition to civil and criminal liability, the permittee violating any of the provisions of this permit or Section 58 of the Village of Dexter Code of Ordinances or causing damage to or otherwise inhibiting the Village of Dexter Wastewater Treatment Plant shall be liable to the Village of Dexter Wastewater Treatment Plant for any expense, loss, or damage caused by such violation or discharge. The Village of Dexter Wastewater Treatment Plant shall bill the permittee for the costs incurred by the Village of Dexter Wastewater Treatment Plant for any cleaning, repair, or replacement work caused by the violation or discharge. Refusal to pay the assessed costs shall constitute a separate violation of Section 58 of the Village of Dexter Code of Ordinances.

Exhibit: Part 6



#2319 BISHOP CIRCLE  
 F.F.E. 917.5'±  
 58,000 GROSS SF



SAMPLING MANHOLE  
 18\"/>

Prepared for:  
 NORTHERN SAILED BREWING COMPANY  
 2319 BISHOP CIRCLE  
 DEKATER, WI

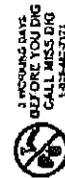
Prepared by:

*Joseph M. Maffucci*  
 JOSEPH M. MAFFUCCI, P.E.  
 V. CH. NO. 52058



THE ENGINEER HAS REVIEWED THE WORK AND MAY BE HELD RESPONSIBLE FOR THE SAME.  
 PART A-1000 (S) 10/1/82

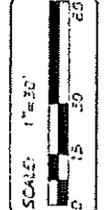
*Joseph Maffucci*  
 Joseph Maffucci, Inc.  
 115 E. WASHINGTON ST.  
 SUITE 200  
 ANN ARBOR, MI 48104  
 PH: 734-765-6030



FILE PROJECT NO. 12-445  
 DRAWING NO. S-01

DRAWING TITLE  
 SAMPLING  
 MANHOLE  
 DETAILS

REV. A DATE	REVISION
1 12/15/11	CONTRACT







Join us to learn about the

# 2040 Long Range Transportation Plan

## Drop-In Public Meetings

### Chelsea

Wednesday, April 17 - 4:00-6:00 PM

- Zou Zou's Café and Coffee Bar  
101 N Main St Chelsea

### Dexter

Thursday, April 18 - 8:00-10:00 AM

- Dexter Bakery  
8101 Main St Dexter

### Ann Arbor

Tuesday April 23

- Sweet Waters - 1:00-3:00PM  
123 West Washington
- REI - 5:00-7:00PM  
970 W Eisenhower Pkwy

### Ypsilanti

Wednesday April 24

- Beezy's Café - 2:00-4:00PM  
20 N Washington
- Ypsilanti District Library - 5:00-7:00PM  
5577 Whittaker 6:00-7:00 PM

Join WATS to explore social, economic and health issues as they relate to countywide transportation investments over the next 25 years. WATS evaluates Bridge, Non-motorized, Congestion, Transit, Safety and Pavement conditions and presents locally proposed improvements to address deficiencies.

View the plan now at [www.miwats.org](http://www.miwats.org)

Join WATS at a drop-in public meeting to review the Plan and provide your comments. You can make a difference!

**Jobs** *Multi modal*  
*Environment* *Land use*  
*Safe* **Options**  
*Efficient*  
**2040 Long Range Plan**







**Dexter Farmers Market**

3233 Alpine St., Dexter | 734.426.8303; FAX: 734.426.5614  
email@villageofdexter.org

*Selected design - artist asked to add  
leaf of brood and a flower  
also requested a change in font*



**DAYS:** DAYS

**TIMES:** TIMES

**OTHER INFO:** OTHER INFO

OTHER INFO OTHER INFO

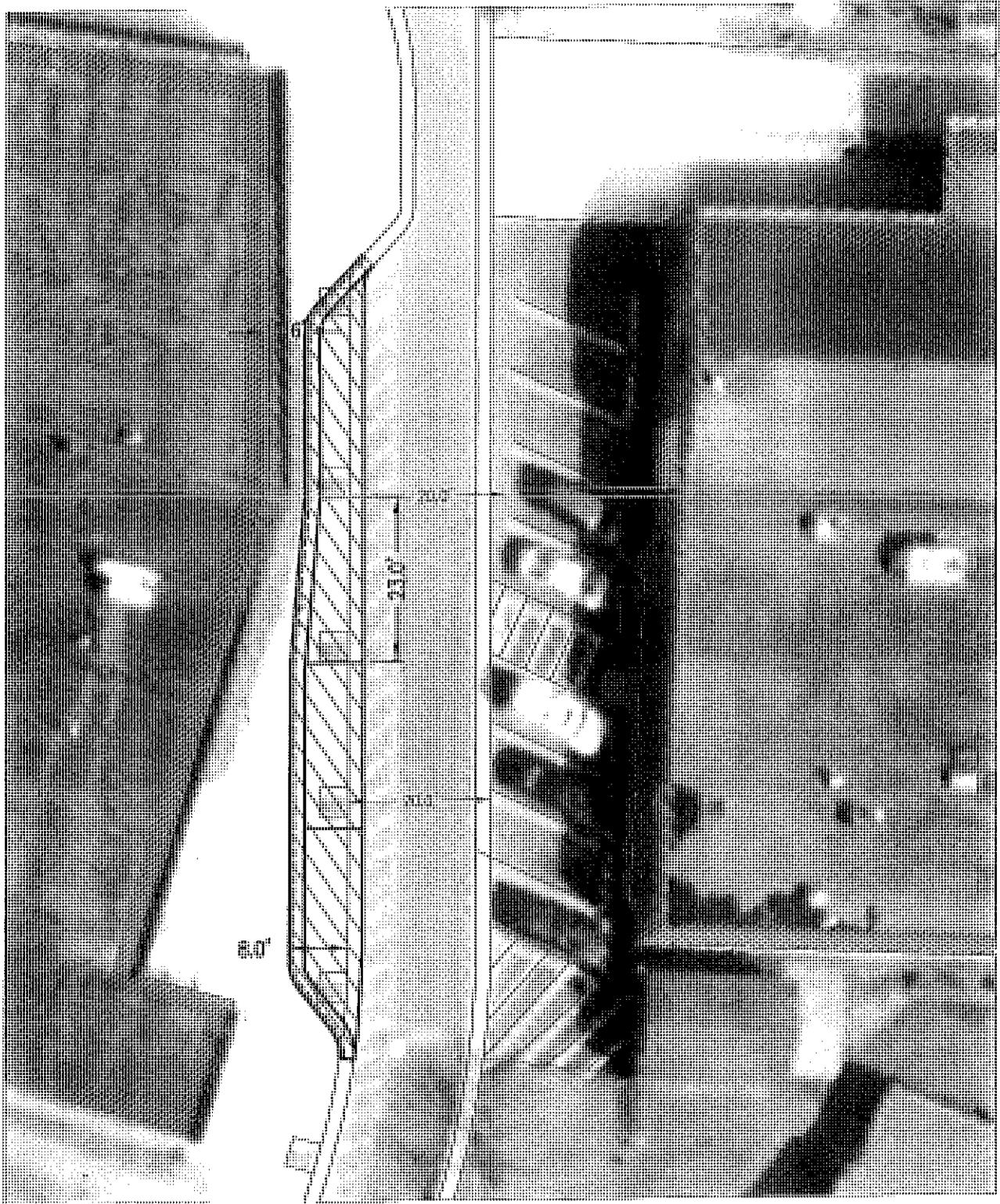
OTHER INFO OTHER INFO

OTHER INFO









BROAD STREET PARKING  
CONCEPTUAL PLAN

SCALE	
H: 1"=20'	V: 1"=4'
SHEET	
1	



CLIENT  
VILLAGE OF DEXTER

JOB#  
0130-13-0011

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

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DRAWING PATH: P:\0126\_0135\0130130011\_General\_Services\Broad Street\Concept.dwg Apr 12, 2013 - 8:24am



# OPINION OF PROBABLE CONSTRUCTION COST (DRAFT)

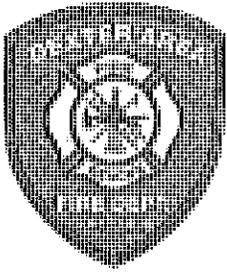
**ORCHARD, HILTZ & McCLIMENT, INC.**  
34000 Plymouth Road, Livonia, Michigan, 48150

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

PROJECT: BROAD STREET PARKING  
LOCATION: VILLAGE OF DEXTER  
WORK: Roadway widening to accommodate parking.

DATE: April 12, 2013  
PROJECT #: 0130-13-0011  
ESTIMATOR: PMD  
CHECKED BY: RAG  
CURRENT ENR: PMD

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
2	Sidewalk Removal	Syd	110	\$ 5.00	\$ 550.00
3	Curb and Gutter, Rem	Ft	110	\$ 8.00	\$ 880.00
4	Tree Removal, Salvage Planter Grates	Ea	5	\$ 1,200.00	\$ 6,000.00
5	Station Grading	Ea	1	\$ 1,000.00	\$ 1,000.00
6	Underdrain, 6 inch	Ft	116	\$ 20.00	\$ 2,320.00
7	Granular Subbase, 6 inch	Syd	106	\$ 6.00	\$ 633.33
8	Aggregate Base, 10 inch	Syd	106	\$ 9.00	\$ 950.00
9	HMA. 2C	Ton	17	\$ 80.00	\$ 1,393.33
10	HMA, 3C	Ton	9	\$ 80.00	\$ 696.67
11	HMA. 13A	Ton	9	\$ 85.00	\$ 740.21
12	Curb and Gutter, Conc, Det F4	Ft	116	\$ 15.00	\$ 1,740.00
13	Striping	LS	1	\$ 500.00	\$ 500.00
14	Sidewalk. Conc, 4 inch	Sft	580	\$ 4.00	\$ 2,320.00
15	Traffic Maintenance and Control	LS	1	\$ 2,000.00	\$ 2,000.00
<b>SUB TOTAL</b>					<b>\$ 26,723.54</b>
<b>CONTINGENCY ( 20% )</b>					<b>\$ 5,344.71</b>
<b>TOTAL OPINION OF PROBABLE CONSTRUCTION COST =</b>					<b>\$ 33,000.00</b>



# Dexter Area Fire Department

April 14, 2013

Donna Dettling  
Manger  
Village of Dexter  
8140 Main St.  
Dexter, MI 48130

Subject: Parking in front of 3115 Broad St.

Dear Mrs. Dettling

You have asked me to provide comment on a request via the DDA about the above subject.

The quick answer is; The Village's Fire Protection Ordinance (FPO) has two types of applications for fire apparatus access roadway. Tower apparatus and non tower apparatus standards, due to height of this building as well as 3126 Broad St. we shall apply the lesser standard of at least twenty feet (20') in width.

Your FPO also has provisions that allow the Fire Code Official to permit a reduced roadway width with agreed upon fire preventive measures protecting the current and potential future buildings. This agreement shall be approved by the municipality and the owner(s) of the affected existing and potential future buildings. This option is costly and will require legal documentation and may limit what type of occupancies will be allowed within the affected area.

It is my understanding your engineering standards state the minimum roadway width with parking on one side of a street is twenty-seven feet (27').

Dexter Area Fire Department stands ready to serve, should you or any member of your team have questions or comments. Please feel free to contact the Fire Chief or myself.

Regards:

A handwritten signature in black ink, appearing to read "D. Dettling", written over a horizontal line.

Donald Dettling  
Fire Inspector

Cc/

Loren Yates Fire Chief



Village President Report by Shawn Keough  
April 22, 2013

AGENDA 4-22-13  
ITEM I-6

Hello Residents and Fellow Council Members,

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

Recent Activities

April 12, 2013 – Regional Fire Committee meeting – another good meeting between the 4 communities. We discussed representation and the language related to the Master Service Response Plan that is mentioned in the draft agreement. We hope to have a proposed revision to the Master Service Response Plan language in the next 30 days. I will share this with everyone when it gets drafted.

April 17, 2013 – Village of Dexter Downtown Development Authority meeting – 7:30 a.m. at the Senior Center – we reviewed the draft DDA budget for 2013 – 2014 and approved the services of Collier's International to help list the 3045 Broad Street property.

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

Future Activities

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.

April 22, 2013 – Village Council Meeting

April 23, 2013 – Scio Township Board Meeting – I will try to attend this meeting to answer any questions related to Dextech's proposed annexation request in support of their necessary expansion. Dextech is our largest taxpayer and one of the largest employers in the region. I will be working with our Village Manager to support their effort as they explain their growth opportunities to the Scio Township Board.

April 25, 2013 – Urban Core – Regional Transportation meeting – I am unable to attend this meeting and have asked Trustee Carson to represent the Village at this meeting. He will be attending to represent WAVE interests and can also represent the Village.

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)
2. Participate in Town Hall meeting – Saturday, April 27<sup>th</sup> at noon. 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 personally am in favor of the Village becoming a City. I believe it is good for all residents and businesses. Please feel free to ask me why.

I look forward to seeing you around our town!

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





User: erin

DB: Dexter

EXP CHECK RUN DATES 04/04/2013 - 04/17/2013

JOURNALIZED OPEN AND PAID

BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. 1ST AYD CORPORATION	990.49		
2. A.Z.SHMINA	98,147.97		
3. ABSOLUTE COMPUTER SERVICES	50.00		
4. ALEXANDER CHEMICAL CORPORATION	670.29		
5. ANTOINETTE HENKEMEYER	106.00		
6. ARBOR SPRINGS WATER CO.INC	17.25		
7. AT&T	48.18		
8. BARCO PRODUCTS COMPANY	207.12		
9. CINTAS CORPORATION	853.52		
10. COMCAST - DPW	153.95		
11. CORRIGAN OIL COMPANY	870.05		
12. CULLIGAN WATER CONDITIONING	30.95		
13. DEXTER COMMUNITY SCHOOLS	1,686.42		
14. DEXTER MILL	187.85		
15. DISPLAY2GO	73.00		
16. DTE ENERGY	7,733.44		
17. ELHORN ENGINEERING CO	340.00		
18. ETNA SUPPLY CO	86.80		
19. HERITAGE NEWSPAPERS	47.25		
20. LOWE'S BUSINESS ACCOUNT	87.95		
21. METRO ENVIROMENTAL SERVICES	1,725.00		
22. MISS DIG SYSTEM, INC.	205.60		
23. NORTH CENTRAL LABORATORIES	482.87		
24. ORCHARD, HILTZ & MCCLIMENT INC	31,168.00		
25. PNC BANK REALTY SERVICES	40.69		
26. PNC	280.29		
27. PRINT-TECH, INC.	440.33		
28. RESERVE ACCOUNT	700.00		
29. RICOH AMERICAS CORPORATION	765.00		
30. ROARK SUPPLY, INC.	78.00		
31. SCOTT E. MUNZEL, PC	66.00		
32. SMALL BUSINESS ASSOC OF MICH	19,911.50		
33. SMITHGROUP JJR	465.00		
34. STAPLES BUSINESS ADVANTAGE	366.42		
35. SUN VALLEY EQUIPMENT	1,006.00		
36. THE SUN TIMES	60.75		
37. UNUM LIFE INSURANCE	436.27		
38. VANSTON OBRIEN, INC	2,742.50		
39. VICTORIA SCHON	143.61		
40. WASHTENAW COUNTY TREASURER	868.00		
41. WASTE MANAGEMENT OF MICHIGAN	19,761.08		
42. WASTE MANAGEMENT	19,109.56		
43. WATERSOLVE	2,831.85		
44. WOLVERINE FREIGHTLINER-WESTSID	370.29		
***TOTAL ALL CLAIMS***	216,413.09		

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 101.000 VILLAGE COUNCIL							
101-101.000-901.000	PRINTING & PUBLISHING	PRINT-TECH, INC.	CITYHOOD POSTCARDS	214994	04/17/13	440.33	39520
101-101.000-956.000	COUNCIL DISCRETIONARY EX	PNC	MISC	04/16/13	04/17/13	80.29	39517
101-101.000-959.000	ARTS, CULTURE & HERITAGE	VICTORIA SCHON	ARTIST POSTCARDS	04/16/13	04/17/13	143.61	39534
			Total For Dept 101.000 VILLAGE COUNCIL			664.23	
Dept 172.000 VILLAGE MANAGER							
101-172.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	5,117.73	39525
101-172.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	COVERAGE MAY 13'	04/16/13	04/17/13	108.88	39532
			Total For Dept 172.000 VILLAGE MANAGER			5,226.61	
Dept 210.000 ATTORNEY							
101-210.000-810.000	ATTORNEY FEES	SCOTT E. MUNZEL, PC	LEGAL SERVICES	1028	04/17/13	66.00	39524
			Total For Dept 210.000 ATTORNEY			66.00	
Dept 215.000 VILLAGE CLERK							
101-215.000-901.000	PRINTING & PUBLISHING	HERITAGE NEWSPAPERS	LEGALS	04/16/13	04/17/13	47.25	39510
101-215.000-901.000	PRINTING & PUBLISHING	THE SUN TIMES	LEGALS	37851	04/17/13	36.45	39530
			Total For Dept 215.000 VILLAGE CLERK			83.70	
Dept 253.000 TREASURER							
101-253.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	1,166.76	39525
101-253.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	COVERAGE MAY 13'	04/16/13	04/17/13	32.31	39532
			Total For Dept 253.000 TREASURER			1,199.07	
Dept 265.000 BUILDINGS & GROUNDS							
101-265.000-727.000	OFFICE SUPPLIES	ARBOR SPRINGS WATER C	OFFICE	1401972	04/17/13	17.25	39495
101-265.000-727.000	POSTAGE	STAPLES BUSINESS ADVA	SUPPLIES	04/16/13	04/17/13	167.58	39527
101-265.000-728.000	UTILITIES	RESERVE ACCOUNT	POSTAGE METER	04/16/13	04/17/13	700.00	39521
101-265.000-920.000		DTE ENERGY	MARCH	04/17/13	04/17/13	987.12	39507
101-265.000-920.001		RI&T	3233 ALPINE	04-16-13	04/17/13	48.18	39496
101-265.000-935.000		CINTAS CORPORATION	MARCH INVOICES	04-16-13	04/17/13	87.30	39498
101-265.000-936.000		RICOH AMERICAS CORPOR	LEASE	88826589	04/17/13	765.00	39522
			Total For Dept 265.000 BUILDINGS & GROUNDS			2,672.43	
Dept 301.000 LAW ENFORCEMENT							
101-301.000-807.000	UTILITIES	WASHTEAW COUNTY TREA	LAW ENFORCEMENT	22687	04/17/13	868.00	39535
101-301.000-920.000		DTE ENERGY	MARCH	04/17/13	04/17/13	267.12	39507
			Total For Dept 301.000 LAW ENFORCEMENT			1,135.12	
Dept 336.000 FIRE DEPARTMENT							
101-336.000-920.000	UTILITIES	DTE ENERGY	MARCH	04/17/13	04/17/13	333.50	39507
			Total For Dept 336.000 FIRE DEPARTMENT			333.50	
Dept 400.000 PLANNING DEPARTMENT							
101-400.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	1,166.76	39525
101-400.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	COVERAGE MAY 13'	04/16/13	04/17/13	31.00	39532
101-400.000-727.000	OFFICE SUPPLIES	STAPLES BUSINESS ADVA	SUPPLIES	04/16/13	04/17/13	160.92	39527
			Total For Dept 400.000 PLANNING DEPARTMENT			1,358.68	
Dept 410.000 ZONING BOARD OF APPEALS							
101-410.000-901.000	PRINTING & PUBLISHING	THE SUN TIMES	LEGALS	37897	04/17/13	24.30	39531
			Total For Dept 410.000 ZONING BOARD OF APPEALS			24.30	

User: erin  
 DE: Dexter

EXP CHECK RUN DATES 04/04/2013 - 04/17/2013  
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 BANK CODE: POOL

134

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 441.000	DEPARTMENT OF PUBLIC WORKS						
101-441.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	1,591.46	39525
101-441.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	COVERAGE MAY 13'	04/16/13	04/17/13	32.85	39532
101-441.000-740.000	OPERATING SUPPLIES	1ST AYD CORPORATION	WTFP	575424	04/17/13	714.69	39490
101-441.000-740.000	OPERATING SUPPLIES	LOWE'S BUSINESS ACCOU	SUPPLIES	04/16/13	04/17/13	63.59	39511
101-441.000-740.000	OPERATING SUPPLIES	STAPLES BUSINESS ADVA	SUPPLIES	04/16/13	04/17/13	37.92	39527
101-441.000-745.000	OPERATING SUPPLIES	CINTAS CORPORATION	MARCH INVOICES	04-16-13	04/17/13	310.81	39498
101-441.000-751.000		CORRIGAN OIL COMPANY	DPW	04/16/13	04/17/13	254.01	39501
101-441.000-920.000		COMCAST - DPW	DPW	04/16/13	04/17/13	153.95	39499
101-441.000-920.000	UTILITIES	DTE ENERGY	MARCH	04/17/13	04/17/13	1,005.18	39507
			Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK			4,164.46	
Dept 442.000 DOWNTOWN PUBLIC WORKS							
101-442.000-730.000	FARMERS MARKET SUPPLIES	PNC BANK REALTY SERVI	FARMERS MARKET	04/16/13	04/17/13	40.69	39519
101-442.000-740.000	OPERATING SUPPLIES	DEXTER MILL	DOWN TOWN GARDENS	23144	04/17/13	90.00	39504
101-442.000-740.000	OPERATING SUPPLIES	DISPLAY2GO	POLE TOP	0089886	04/17/13	73.00	39506
101-442.000-740.000	OPERATING SUPPLIES	LOWE'S BUSINESS ACCOU	SUPPLIES	04/16/13	04/17/13	24.36	39511
101-442.000-920.000	UTILITIES	DTE ENERGY	MARCH	04/17/13	04/17/13	320.31	39507
			Total For Dept 442.000 DOWNTOWN PUBLIC WORKS			548.36	
Dept 447.000 ENGINEERING							
101-447.000-830.000	ENGINEERING CONSULTING	ORCHARD, HILTZ & MCCL	INVOICES THRU 03/12/13	04/16/13	04/17/13	656.25	39516
			Total For Dept 447.000 ENGINEERING			656.25	
Dept 528.000 SOLID WASTE							
101-528.000-805.000	CONTRACTED SOLID WASTE S	WASTE MANAGEMENT	RESIDENTIAL	7274407	04/17/13	19,109.56	39536
		WASTE MANAGEMENT OF M	COMMERCIAL	727305	04/17/13	19,761.08	39537
			Total For Dept 528.000 SOLID WASTE			38,870.64	
Dept 751.000 PARKS & RECREATION							
101-751.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	256.69	39525
101-751.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	COVERAGE MAY 13'	04/16/13	04/17/13	5.30	39532
101-751.000-937.000	EQUIPMENT MAINTENANCE &	BARCO PRODUCTS COMPAN	PET LITTER BAGS	031300995	04/17/13	207.12	39497
101-751.000-977.000	EQUIPMENT	ANTOINETTE HENKEMEYER	EGG HUNT	04/17/13	04/17/13	106.00	39494
			Total For Dept 751.000 PARKS & RECREATION			575.11	
Dept 851.000 INSURANCE & BONDS							
101-851.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	557.60	39525
			Total For Dept 851.000 INSURANCE & BONDS			557.60	
			Total For Fund 101 GENERAL FUND			58,136.06	
Fund 202 MAJOR STREETS FUND							
Dept 451.000	CONTRACTED ROAD CONSTRUCTION						
202-451.000-974.009	CENTRAL STREET PROJECT	ORCHARD, HILTZ & MCCL	INVOICES THRU 03/12/13	04/16/13	04/17/13	3,486.25	39516
			Total For Dept 451.000 CONTRACTED ROAD CONSTRUCT			3,486.25	
Dept 463.000 ROUTINE MAINTENANCE							
202-463.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	1,334.77	39525
202-463.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	COVERAGE MAY 13'	04/16/13	04/17/13	27.55	39532
202-463.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	INVOICES THRU 03/12/13	04/16/13	04/17/13	210.00	39516
			Total For Dept 463.000 ROUTINE MAINTENANCE			1,572.32	
Dept 474.000 TRAFFIC SERVICES							

EXP CHECK RUN DATES 04/04/2013 - 04/17/2013  
JOURNALIZED OPEN AND PAID  
BANK CODE: POOL

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 202 MAJOR STREETS FUND							
Dept 474.000	TRAFFIC SERVICES						
202-474.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	410.70	39525
202-474.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	COVERAGE MAY 13'	04/16/13	04/17/13	8.48	39532
			Total For Dept 474.000 TRAFFIC SERVICES			419.18	
Dept 478.000 WINTER MAINTENANCE							
202-478.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	821.40	39525
202-478.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	COVERAGE MAY 13'	04/16/13	04/17/13	16.96	39532
			Total For Dept 478.000 WINTER MAINTENANCE			838.36	
Fund 203 LOCAL STREETS FUND							
Dept 445.000	STORMWATER						
203-445.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	INVOICES THRU 03/12/13	04/16/13	04/17/13	2,463.75	39516
203-445.000-803.000	CONTRACTED SERVICES	METRO ENVIROMENTAL SE	VACTOR SERVICE	48065	04/17/13	1,725.00	39512
			Total For Dept 445.000 STORMWATER			4,188.75	
Dept 463.000 ROUTINE MAINTENANCE							
203-463.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	410.70	39525
203-463.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	COVERAGE MAY 13'	04/16/13	04/17/13	8.48	39532
203-463.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	INVOICES THRU 03/12/13	04/16/13	04/17/13	232.50	39516
			Total For Dept 463.000 ROUTINE MAINTENANCE			651.68	
Dept 474.000 TRAFFIC SERVICES							
203-474.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	102.67	39525
203-474.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	COVERAGE MAY 13'	04/16/13	04/17/13	2.12	39532
203-474.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	INVOICES THRU 03/12/13	04/16/13	04/17/13	1,431.00	39516
			Total For Dept 474.000 TRAFFIC SERVICES			1,535.79	
Dept 478.000 WINTER MAINTENANCE							
203-478.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	205.35	39525
203-478.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	COVERAGE MAY 13'	04/16/13	04/17/13	4.24	39532
			Total For Dept 478.000 WINTER MAINTENANCE			209.59	
Fund 204 MUNICIPAL STREETS							
Dept 248.000	ADMINISTRATION						
204-248.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	604.24	39525
			Total For Dept 248.000 ADMINISTRATION			604.24	
Fund 402 EQUIPMENT REPLACEMENT FUND							
Dept 441.000	DEPARTMENT OF PUBLIC WORKS						
402-441.000-939.000	VEHICLE MAINTENANCE & RE	SUN VALLEY EQUIPMENT	SUPPLIES	25767	04/17/13	895.96	39528
402-441.000-939.000	VEHICLE MAINTENANCE & RE	SUN VALLEY EQUIPMENT	SUPPLIES	04/16/13	04/17/13	110.04	39529
402-441.000-939.000	VEHICLE MAINTENANCE & RE	WOLVERINE FREIGHTLINE	FREIGHT	388133	04/17/13	370.29	39540
			Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK			1,376.29	
Fund 403 SRF PROJECT FUND							
			Total For Fund 402 EQUIPMENT REPLACEMENT FUND			1,376.29	

User: erin  
Dexter

EXP CHECK RUN DATES 04/04/2013 - 04/17/2013  
JOURNALIZED OPEN AND PAID  
BANK CODE: POOL

136

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
<b>Fund 403 SRF PROJECT FUND</b>							
Dept 907.000	SLUDGE PROJECT						
403-907.000-830.000	ENGINEERING CONSULTING	ORCHARD, HILTZ & MCCL	INVOICES THRU 03/12/13	04/16/13	04/17/13	19,244.00	39516
403-907.000-970.000	CAPITAL IMPROVEMENTS	A.Z.SHMINA	PAYMENT NO#6	04/16/13	04/17/13	98,147.97	39491
			Total For Dept 907.000 SLUDGE PROJECT			117,391.97	
			Total For Fund 403 SRF PROJECT FUND			117,391.97	
<b>Fund 405 MILL CREEK PARK PROJECT FUND</b>							
Dept 901.000	CAPITAL IMPROVEMENTS						
405-901.000-830.000	ENGINEERING CONSULTING	SMITHGROUP JJR	MILL POND	94550	04/17/13	465.00	39526
			Total For Dept 901.000 CAPITAL IMPROVEMENTS			465.00	
			Total For Fund 405 MILL CREEK PARK PROJECT FUND			465.00	
<b>Fund 590 SEWER ENTERPRISE FUND</b>							
Dept 548.000	SEWER UTILITIES DEPARTMENT						
590-548.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	2,929.40	39525
590-548.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	1,248.89	39525
590-548.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	COVERAGE MAY 13'	10003221	04/17/13	94.87	39532
590-548.000-742.000	CHEMICAL SUPPLIES - PLAN	ALEXANDER CHEMICAL CO	WWTP	04-16-13	04/17/13	670.29	39493
590-548.000-743.000	CHEMICAL SUPPLIES - LAB	CULLIGAN WATER CONDI	WWTP	319014	04/17/13	30.95	39502
590-548.000-743.000		NORTH CENTRAL LABORAT	LAB	319197	04/17/13	375.73	39514
590-548.000-745.000		NORTH CENTRAL LABORAT	LAB	04-16-13	04/17/13	107.14	39515
590-548.000-802.000	PROFESSIONAL SERVICES	CINTAS CORPORATION	MARCH INVOICES	04-16-13	04/17/13	455.41	39498
590-548.000-803.003	SLUDGE HAULING	ORCHARD, HILTZ & MCCL	INVOICES THRU 03/12/13	212400	04/17/13	1,967.50	39516
590-548.000-803.003	SLUDGE HAULING	WATERSOLVE	SUPPLIES	4625	04/17/13	78.00	39523
590-548.000-803.003	SLUDGE HAULING	WATERSOLVE	SLUDGE	4641	04/17/13	943.95	39538
590-548.000-920.000	UTILITIES	DTE ENERGY	MARCH	04/17/13	04/17/13	1,887.90	39539
590-548.000-935.000	BUILDING MAINTENANCE & R	1ST AYD CORPORATION	WWTP	575424	04/17/13	4,920.21	39507
590-548.000-935.000	BUILDING MAINTENANCE & R	ABSOLUTE COMPUTER SER	WWTP	4100	04/17/13	275.80	39490
590-548.000-960.000	EDUCATION & TRAINING	PNC	TRAINING	04/17/13	04/17/13	50.00	39492
			Total For Dept 548.000 SEWER UTILITIES DEPARTMENT			200.00	39518
			Total For Fund 590 SEWER ENTERPRISE FUND			16,236.04	
<b>Fund 591 WATER ENTERPRISE FUND</b>							
Dept 556.000	WATER UTILITIES DEPARTMENT						
591-556.000-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	1,472.62	39525
591-556.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	COVERAGE PERIOD MAY 13'	04/16/13	04/17/13	513.76	39525
591-556.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	COVERAGE MAY 13'	251124	04/17/13	63.23	39532
591-556.000-743.000	CHEMICAL SUPPLIES - LAB	ELHORN ENGINEERING CO	CHEMICALS	22886	04/17/13	340.00	39508
591-556.000-745.000	UNIFORM ALLOWANCE	DEXTER MILL	WWTP	04-16-13	04/17/13	97.85	39505
591-556.000-751.000		CORRIGAN OIL COMPANY	WWTP	04/16/13	04/17/13	616.04	39500
591-556.000-920.000	UTILITIES	DEXTER COMMUNITY SCHO	1ST QUARTER	201360078	04/17/13	1,686.42	39503
591-556.000-958.000	MEMBERSHIPS & DUES	MISS DIG SYSTEM, INC.	ANNUAL FEE	100701614.001	04/17/13	205.60	39513
591-556.000-977.000	EQUIPMENT	ETNA SUPPLY CO	SUPPLIES		04/17/13	86.80	39509
			Total For Dept 556.000 WATER UTILITIES DEPARTMENT			5,082.32	
			Total For Fund 591 WATER ENTERPRISE FUND			5,082.32	
<b>Fund 701 TRUST &amp; AGENCY FUND</b>							
Dept 000.000	ASSETS, LIABILITIES & REVENUE						

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 701 TRUST & AGENCY FUND							
Dept 000.000	ASSETS, LIABILITIES & REVENUE						
701-000.000-254.000-D	SPR - DEXTECH						
701-000.000-254.000-D	SPR - DEXTER WELLNESS	VANSTON OBRLEN, INC	REFUND FOR 2012 PROJECT	04/16/13	04/17/13	2,742.50	39533
701-000.000-254.000-L	SPR - LAFONTAINE	ORCHARD, HILTZ & MCCL	INVOICES THRU 03/12/13	04/16/13	04/17/13	869.00	39516
		ORCHARD, HILTZ & MCCL	INVOICES THRU 03/12/13	04/16/13	04/17/13	607.75	39516
			Total For Dept 000.000 ASSETS, LIABILITIES & REV			4,219.25	
			Total For Fund 701 TRUST & AGENCY FUND			4,219.25	
Fund Totals:							
			Fund 101 GENERAL FUND			58,136.06	
			Fund 202 MAJOR STREETS FUND			6,316.11	
			Fund 203 LOCAL STREETS FUND			6,585.81	
			Fund 204 MUNICIPAL STREETS			604.24	
			Fund 402 EQUIPMENT REPLACEMENT FUND			1,376.29	
			Fund 403 SRF PROJECT FUND			117,391.97	
			Fund 405 MILL CREEK PARK PROJECT FUN			465.00	
			Fund 590 SEWER ENTERPRISE FUND			16,236.04	
			Fund 591 WATER ENTERPRISE FUND			5,082.32	
			Fund 701 TRUST & AGENCY FUND			4,219.25	
			Total For All Funds:			216,413.09	



AGENDA 4-22-13

ITEM J-2



Dear Village Council Members,

On behalf of the Relay For Life Planning Committee, I would like to thank you for taking the time to review our request to host the Relay For Life of Dexter on June 15-16, 2013 from 9:00 AM- 9:00 AM in Monument Park. Relay For Life is the signature event of the American Cancer Society, raising money towards our life saving mission of helping people Stay Well, Get Well, Find Cures, and Fight Back. With your approval last year, we saw an overwhelmingly positive response from our participants in moving our venue; this year, we hope to have your approval to once again host our event in Monument Park to continue to grow and bring the community together to fight back against this disease. As of now, there are no significant changes to the layout of our event, should that change I will notify the Village immediately though I do not expect it will be necessary.

Thank you again for your consideration, in the meantime, if you have any questions, please feel free to contact me at either [max.brennan@cancer.org](mailto:max.brennan@cancer.org) or 248-663.3480.

All the best,

Max Brennan, Staff Partner – Relay For Life of Dexter

Application and Release of Liability for Special Events, Park Use, Facility Use  
and/or Road Closures - Page 4

Applicant Information

Event Name: Relay For Life Date(s): June 15-16, 2013

Event Description: Team Fundraising event over 24 HR Period to fight back against cancer

Location: Monument Park

Park Use  Facility Use  Road Closure  Fire/Open Burn Cozebo  
NO OPEN FIRE

Organization Name (if applicable): American Cancer Society

Applicant Name: Max Brennan Phone: 248.663.3480

Applicant Email: Max.Brennan@cancer.org

Applicant/Organization Address: 20450 Civic Center Drive Southfield, MI 48076

Additional Contact:

Type of Activity (check all that apply)

Road closure.  
Notification date: SAT AM June 15-16

Parade.

Exhibitions, erection of any temporary building or structure, and/or selling or giving away food, drink or merchandise.

Hold an assembly involving thirty (30) or more participants.

Hold an assembly involving less than thirty (30) participants.

Private event such as a wedding or birthday party.

Furnish or sell alcoholic beverages.

Fire or open burn.

Village services such as barriers, barricades, detour signs, or other use of Village equipment or personal are requested. Please provide details below.

Additional information: Need Detour & Barricades, Barrier Signs

Last Year Fire DPT wanted to oversee the lighting of Luminaria Bags (Candles) So if we could utilize that service as well that would be great!

\* closed 15<sup>th</sup> @ 7 AM  
\* Reopen 16<sup>th</sup> @ 11 AM

**Application and Release of Liability for Special Events, Park Use, Facility Use  
and/or Road Closures - Page 5**

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

[Signature] - 3/12/13 \_\_\_\_\_  
 Applicant's Signature                      Date                      Co-Applicant's Signature                      Date

Staff Review:      Fee: \$ \_\_\_\_\_      Date Received: \_\_\_\_\_      Receipt # \_\_\_\_\_

**Required Pre-Approvals:**

- Village Council                      Date: \_\_\_\_\_
- Washtenaw County Sheriff      Date: 4/11/13                      Signature: [Signature]
- Dexter Area Fire Dept.              Date: 4/17/13                      Signature: [Signature]

**Attachment Check List:**

Yes	No	N/A	Description
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Damage Deposit. <u>\$200 CK# 1771854 Books Rect. #12460</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Homeowners Insurance.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Liability Insurance.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Michigan Liquor Control Permit.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Road Closure Diagram or Map.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washtenaw County Sheriff Department Contract.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dexter Area Fire Department Contract.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sign permit.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Controlled Burn Permit.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:

Approved       Denied                      Date: \_\_\_\_\_

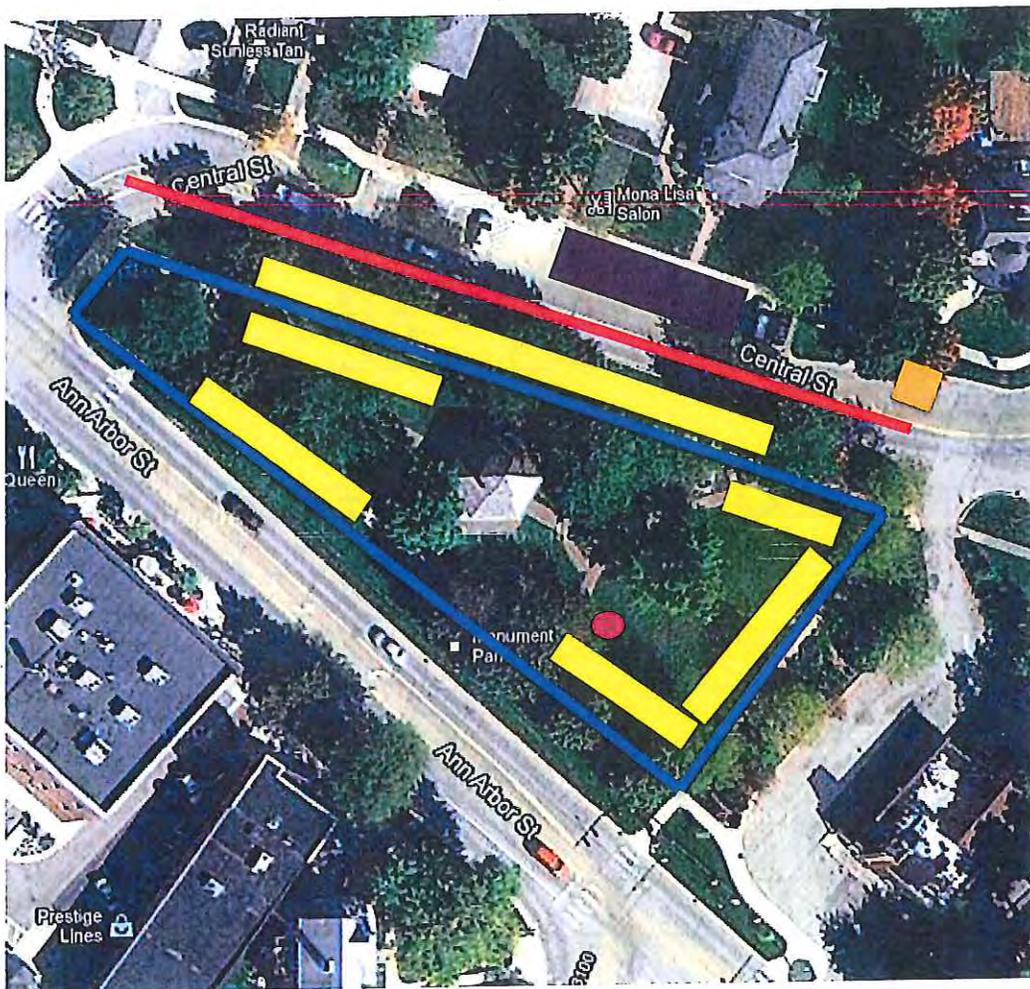
APPROVED OR DENIED BY: \_\_\_\_\_

CONDITIONS OF APPROVAL: \_\_\_\_\_

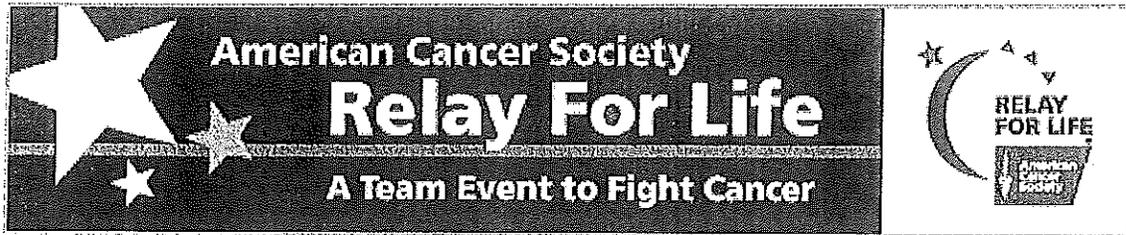
REASONS FOR DENIAL: \_\_\_\_\_

APPROVAL STAMP:

# Relay For Life of Dexter 2012: Site Map



-  Walking path
-  Emergency Vehicle path
-  Designated campsite locations
-  Food Wagon locations
-  Portable Restrooms with space for emergency vehicles if necessary
-  Small Fire Pit Location



RELAY FOR LIFE OF Dexter  
Monument Park          June 15-16 2013  
**Policies and Procedures**

- Relay For Life is a **smoke-free, drug-free, alcohol-free event!**
- You may set up your campsite from 7:00 to 9:00am on Saturday morning. You may drive down Central St. until Saturday at 8:00am then the road will be closed.
- There is to be no driving on Monument Park.
- There can be no parking or unloading on Main St.
- All minors are to be accompanied by an adult. Please keep an eye on your children at all times, for their safety and security.
- No profanity will be permitted by anyone of any age. We will ask you to leave if this is a continuing problem.
- Lost & Found will be located at Registration.
- A First Aid kit is available at Registration. All injuries and incidents are to be reported to a committee member and/or the ACS staff partner.
- Keep all valuable items out of sight - at your site, as well as in your parked vehicle.
- Please use the buddy system when walking to off-site locations, such as remote parking spaces, especially during evening hours. Anyone under 18 may not leave the Monument Park area without a parent. The Washtenaw County Sheriff's Dept. Curfew will be enforced from 11pm to 6am. This includes the gas station next PNC bank.
- Load-out vehicles will be allowed on Central St. at 9am Sunday morning.
- Please be mindful of the recycling versus trash containers and put items in the proper ones. If you see a trash receptacle that needs emptying you can take it to the dumpster by the old Cottage Inn or bag it and leave it next to the cardboard container. Please help by bagging it for us, don't let it overflow all over the ground.
- No dogs are allowed at Relay in accordance with our insurance.

**Emergency numbers:**

Staff Partner-Max Brennan    734-417-4626

## Relay For Life Emergency Plans

### Tornado Watch

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

### Tornado Warnings

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

### Thunderstorm Watch

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

### Thunderstorm Warning

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

### Medical

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

### Fire

1. Call 911 to report a fire
2. An announcement will be made over the public address system telling participants which direction to move
3. ACS Staff/Committee will call Dexter Fire Department. An announcement will be made over the public address system that the Dexter Fire Department has been contacted.

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



# VILLAGE OF DEXTER-PARKS COMMISSION

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

AGENDA 4-2-13  
ITEM 5-3

Date Received: 3/20/13

Receipt #: N/A

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

EVENT: Dexter to Ann Arbor Run EVENT DATES/TIMES: June 2nd 2013  
 EVENT LOCATION: Creekside ~~into~~ School 8AM-10AM  
 Applicant/Sponsoring Party Ann Arbor Track Club Phone/Email \_\_\_\_\_  
 Primary Contact Gary Morgan Phone/Email 248-396-4936  
 Secondary Contact Doug Goodhue Phone/Email 248-762-3693  
 Address (City, State, Zip) 9821 Norman, Clarkston, MI 48348  
 Event Description: 13.1 mile running race from Dexter to Ann Arbor

### TYPE OF EVENT (Check all that apply)

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

### FEES

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

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

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

### INSTRUCTIONS AND REQUIREMENTS FOR APPLICATION

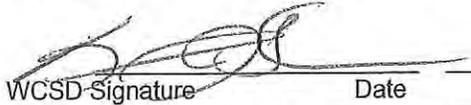
1. Application must be filed, and complete, at least 3 weeks prior to scheduled event (includes administrative approval).
2. Village Services - Provide information on the requested village services, i.e. barricades, detour signs, etc.
3. Road Closure Applications - A complete diagram/map/routes for events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

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

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

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

 2-28-13  
DAFD Signature                      Date

 3/5/13  
WCSD-Signature                      Date

- c. Provide the Village with a road closure barricade and sign plan indicating where road closures are required. The Village of Dexter has four (4) road closure barricades available for use therefore additional contracts may be required. Contact POCO-734-397-1677; or Spartan- 313-292-2488, if applicable.
- d. The Washtenaw County Road Commission (734) 761-1500 may require additional Road Closure permits for events within their jurisdiction. Contact the Village for more information on jurisdiction.
4. Insurance –
- a. Private and/or Nonprofit Group Sponsored Event or Personal Events (weddings, birthday parties, etc.) - The following insurance coverage's are required:
- i. Home Owners Policy coverage certificate or renters policy with general liability coverage of \$100,000 must be provided to show host coverage for offsite events in an amount.
  - ii. General liability insurance in the amount of \$1,000,000 naming the Village of Dexter, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers.
- b. Alcohol – Events
- i. Selling alcohol requires a permit from the Michigan Liquor Control Commission. General liability insurance in the amount of \$1,000,000 naming the Village of Dexter, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers, is required. Alcohol sales must be separate and fenced from the rest of the event.
  - ii. Serving alcohol at a private/host events requires a Home Owners Policy or renters policy with \$1,000,000 worth of coverage for Host Liquor. Single day coverage may be necessary for special events. Applicants should check with their insurance companies. Copies of coverage certificates are required prior to issuance of permit.
5. Hold Harmless/Indemnification Waiver (below) must be signed and dated by the sponsoring party and/or representative.
6. Signage – On site and off site signage is permitted with approval. *See Temporary Sign Permit.*
7. Loading and Unloading - NOT permitted within parks unless permission is specifically granted. If loading and unloading is required temporary road closures may be arranged.
8. Waste Management – Upon completion of the event, the sponsors are responsible for removal of all equipment brought to the site, and for returning the site to the same condition as prior to the event. Arrangements should be made with Waste Management for trash disposal: (800) 796-9696.
9. Publication Methods – Please circle all that apply: (Village event calendar, village newsletter, Dexter Leader, Chamber Newsletter, Flyers, Brochures, Banners, Others POSTCARDS)

**TERMS OF USE**

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

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

**HOLD HARMLESS AGREEMENT**

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

Date 1-21-13 Signed Gary Morgan

FOR OFFICE USE ONLY

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

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

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

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

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

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



January 25, 2013

**Dexter-Ann Arbor Run**

Gary Morgan, Co-Race Director

[morgansden@yahoo.com](mailto:morgansden@yahoo.com)

Doug Goodhue, Co-Race Director

[douggoodhue@comcast.net](mailto:douggoodhue@comcast.net)

Village of Dexter  
8140 Main Street  
Dexter, MI 48130

Re: 2013 Dexter-Ann Arbor Run: Sunday, June 2, 2013

We are soliciting approval for road closures that are required for the 2013 Dexter-Ann Arbor Run. The race course will be the same as last year. Here are the details:

- Race date: Sunday, **June 2, 2013**
- Race will start at **Creekside Intermediate School** on Baker Road at 8:30 AM.
- Same course as 2012 through Dexter staffed by Sheriff & course volunteers.
- Insurance is provided by the AATC through Star Insurance.
- Mast/Joy/HR Drive will reopen by 9:10 AM.
- Road closures for portions of Huron River Drive are required from 8:45 AM to 11 AM.
- All residents living along Huron River Drive will be notified by mail regarding the race.

I have already conferred with Sgt. Keith Flores, Washtenaw County Sheriff's Dept. about the 2013 race and will be meeting with him soon. His e-mail is [floresk@ewashtenaw.org](mailto:floresk@ewashtenaw.org). We will use the exact same plan for road closures and minimize the duration of closure at each intersection as detailed below:

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

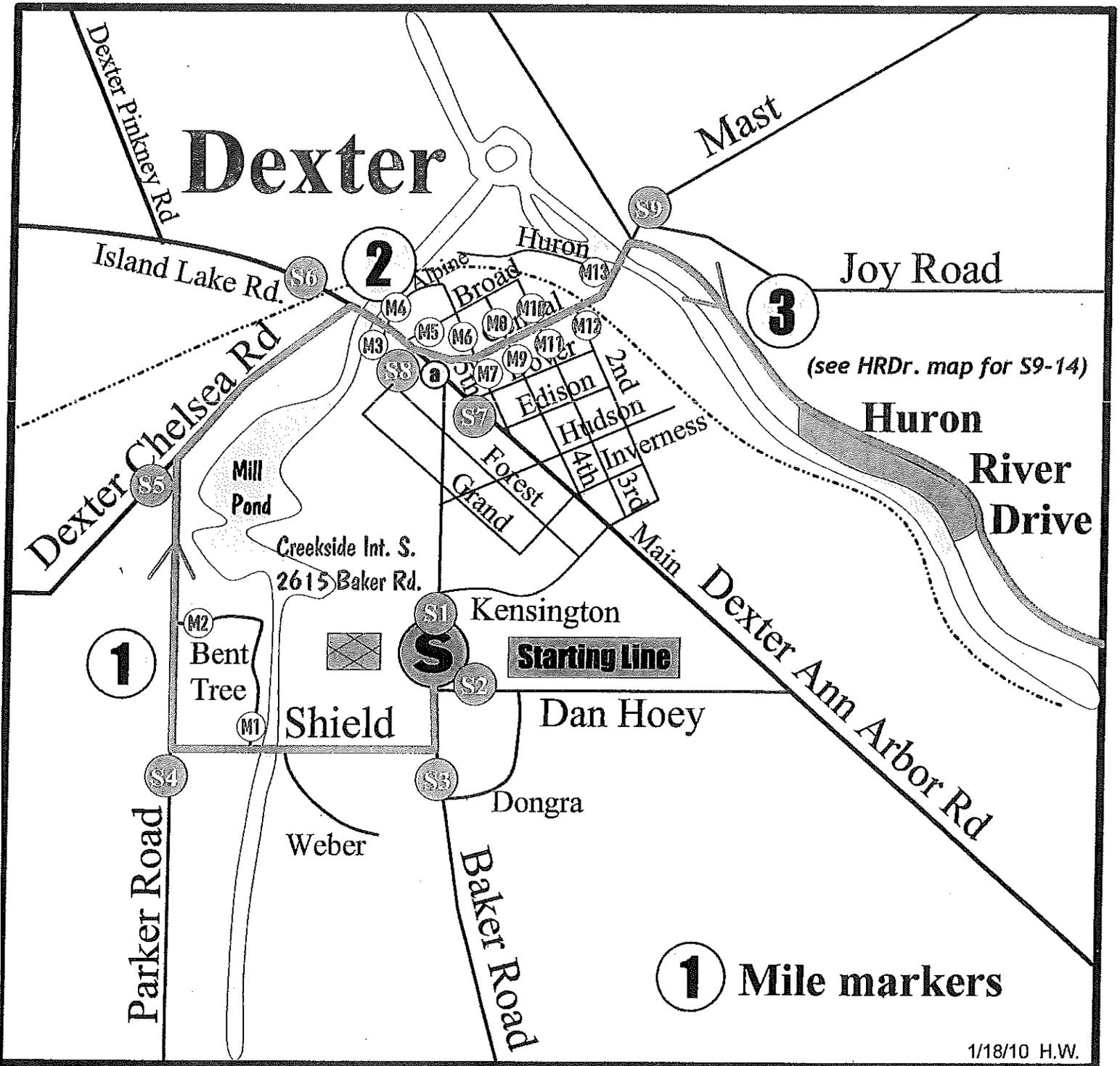
All local churches have been contacted. I have contacted Fire Inspector Dettling as well. We expect to obtain their approval on the Right-of-Way form.

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

Sincerely, Gary Morgan – Co Race Director

# Dexter - Ann Arbor Run

## Dexter barricade placement: 13



### Race start times:

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

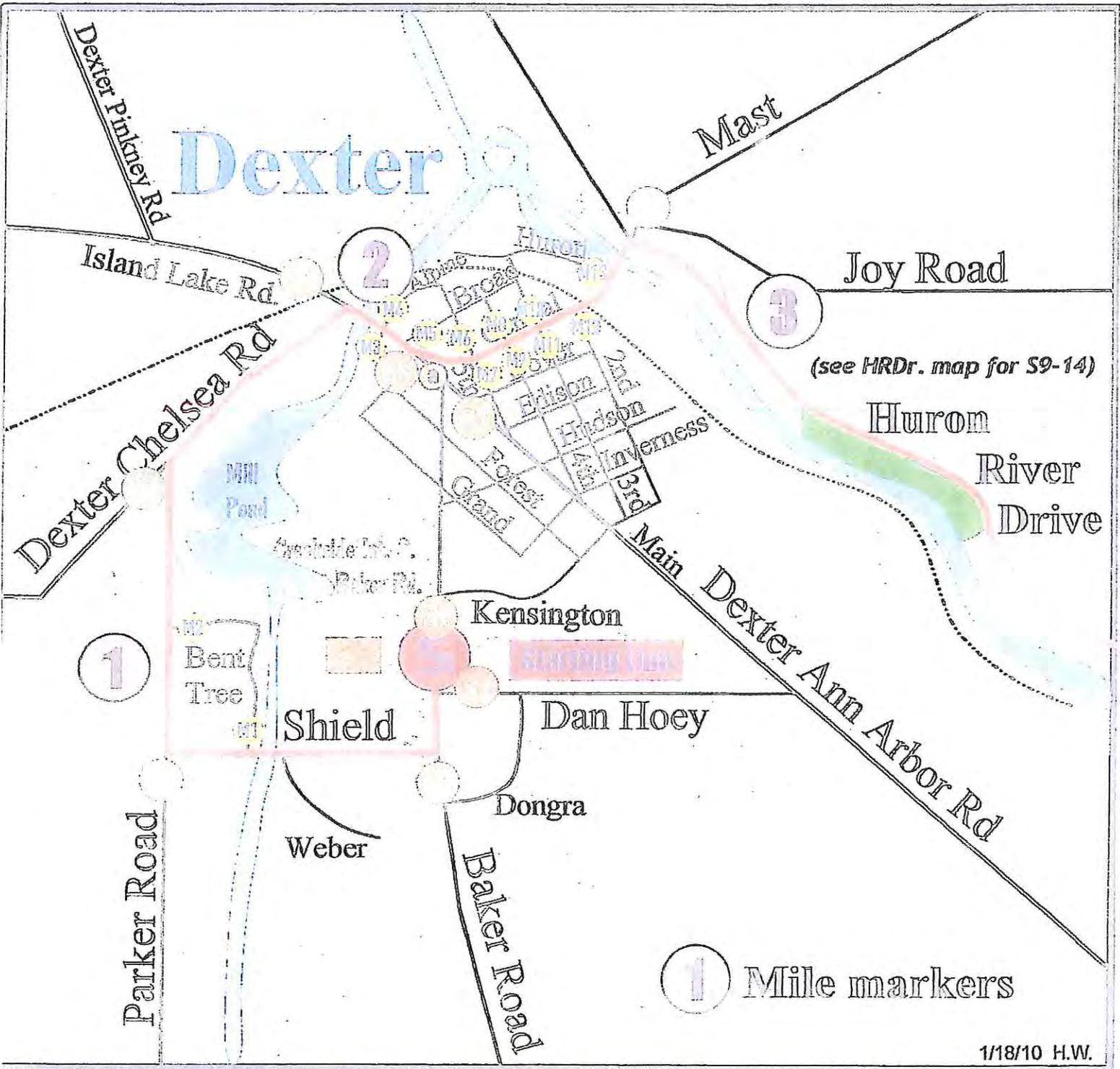
13 Course marshals (M1-13)

8 Sheriff Deputies (S1-8)

Supervisor at command post

# Dexter - Ann Arbor Run

## Dexter barricade placement: 13



1/18/10 H.W.

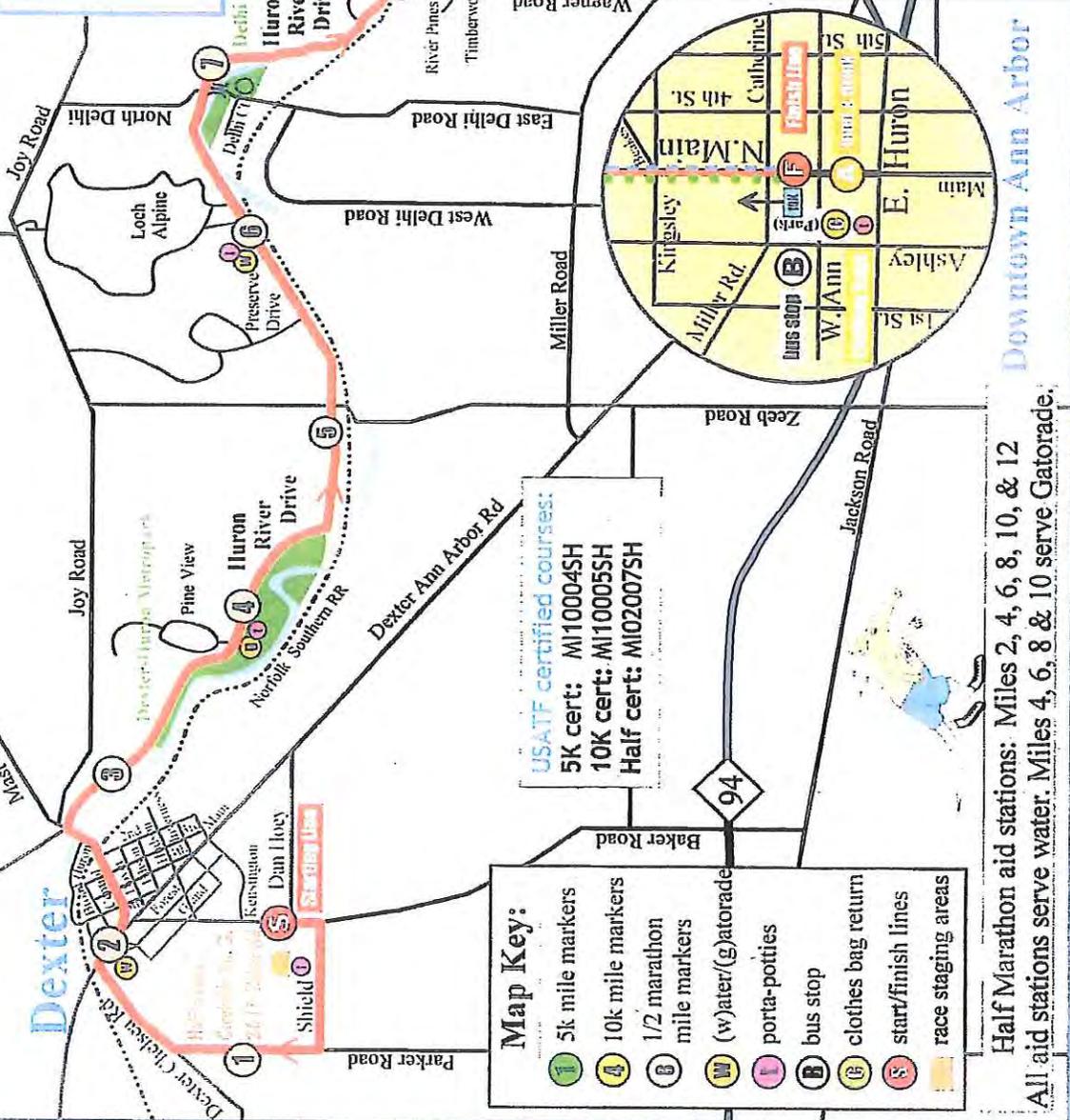
Race start times:	
10K:	8:00 AM
Half:	8:30 AM
5K:	9:00 AM

**13 Course marshals (M1-13)**

**8 Sheriff Deputies (S1-8)**

**Supervisor at command post**

# Dexter - Ann Arbor Run Complete Course Map



USATF certified courses:  
 5K cert: MI10004SH  
 10K cert: MI10005SH  
 Half cert: MI02007SH

- Map Key:**
- 1 5k mile markers
  - 4 10k mile markers
  - 6 1/2 marathon mile markers
  - W (w)ater/(g)atorade
  - P porta-potties
  - B bus stop
  - G clothes bag return
  - S start/finish lines
  - race staging areas

**Downtown Ann Arbor**

Half Marathon aid stations: Miles 2, 4, 6, 8, 10, & 12  
 All aid stations serve water. Miles 4, 6, 8 & 10 serve Gatorade.

*Lakeshore Athletic Services*

7555 North Linder  
 Skokie, IL 60077  
 Phone: 847/673-4100  
 Fax: 847/673-7250

**Dexter Ann Arbor Run**

**June 2, 2013**

Estimate Date: April 2, 2013

Description	Quantity	Rate	Amount	Total
<b>Race</b>				
Visual Display Clocks	single sided for course (includes stands)	18	\$100.00	\$1,800.00
Visual Display Clocks	double sided for finish (includes chains for hanging)	2	\$125.00	\$250.00
Tent: 10 x 10	white; frame;	8	\$130.00	\$1,040.00
Tent: 15 x 15	white; frame;	4	\$220.00	\$880.00
Tent: 20 x 20	white; frame;	3	\$265.00	\$795.00
Tent Weights		72	\$2.50	\$180.00
Sidewalls	.75 per foot	TBD	\$0.75	TBD
Fire Code Equipment: Extinguishers	as per client order	4	\$20.00	\$80.00
Stage: 16 x 16	skirt; one set of stairs	1	\$720.00	\$720.00
French Barricades		150	\$15.00	\$2,250.00
Type III Barricades		81	\$37.50	\$3,037.50
Structure	genie; 3 sections of 10' truss	1	\$275.00	\$275.00
Tables	6' Rectangular	130	\$7.75	\$1,007.50
Folding Chairs		55	\$1.50	\$82.50
Hotel Accommodations	Provided by and paid for by the event as detailed below			
Labor / Delivery			1,200.00	1,200.00
<b>Net Equipment and Delivery</b>				<b>\$13,597.50</b>

**Other**

LAS advance crew to arrive on site on Friday May 31<sup>st</sup> by 7PM.  
 Event to provide LAS with event credentials and parking/vehicle passes.  
 LAS to place, set and remove clocks on course and at finish line.  
 Dexter-Ann Arbor to provide certified course map detailing clock sites.  
 Dexter-Ann Arbor to place all signage.  
 Dexter-Ann Arbor responsible for acquisition of tent permits, if necessary.  
 LAS to drop and pick up tables from aid stations. LAS will not deliver any other equipment/product to aid stations.  
 Dexter-Ann Arbor responsible for the clean up of aid stations and site and the removal of garbage.  
 Dexter-Ann Arbor to provide a site plan for barricade placement. LAS to drop/pick up Type IIIs; event to place and remove  
 Dexter-Ann Arbor assumes liability for all equipment and is responsible for the replacement cost of any equipment that is lost, stolen or damaged while outside of LAS's direct control.  
 LAS and Dexter Ann Arbor Run agree to defend, indemnify and hold each other harmless from and against any and all claims, costs, losses, liabilities, damages or expenses, including reasonable attorneys' fees and costs, arising out of, or in connection with, any acts, omissions or other conduct related to this Agreement or the Event  
 Dexter-Ann Arbor to provide and pay for four (4) hotel rooms with double occupancy for LAS personnel. One room with double occupancy checking in on Friday, May 31st and out on Sunday, June 2. Three rooms with double occupancy checking in on June 1st and out on June 2<sup>nd</sup>.  
 LAS is an event vendor -- not a sponsor of the event.  
 Final equipment order due May 18, 2013. Event to be billed for all equipment/services on order as of May 18, 2013.  
 Significant reduction in equipment may result in increased labor and delivery.  
 Any service provided outside of this proposal is billed at time and materials.  
 Terms: 50% deposit due at signing to hold equipment; balance billed and due 21 days after event.  
 Proposal expires April 17, 2013.

Customer Acceptance:

\_\_\_\_\_  
 Dexter Ann Arbor Run

\_\_\_\_\_  
 Lakeshore Athletic Services

AGENDA 4-22-13  
ITEM K-1

## VILLAGE OF DEXTER

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

8140 Main Street Dexter, MI 48130-1092

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

### MEMO

**To:** President Keough and Council Members  
**From:** Courtney Nicholls, Assistant Village Manager  
**Date:** April 17, 2013  
**Re:** Cityhood Information for Newsletter

Attached for your review is the draft information for the Cityhood article in the upcoming Village newsletter. Our goal is to have the newsletter mailed by April 29, 2013.

## Important Vote on May 7, 2013

All 2795 Village of Dexter registered voters are encouraged to get out and vote on the question of whether the process the Village has been going through to become a City should continue. The wording of the ballot question is as follows:

Shall the proceedings continue that purpose to incorporate the Village of Dexter and lands in Webster and Scio Townships, Washtenaw County, as a Home Rule City?

Simply put, a "yes" vote means that the process will continue and a "no" vote ends the process.

This vote is one intermediate step in the lengthy path to become a City that started in 2006 when a 18 member City study group comprised of citizens and business owners recommended that the Village Council pursue Cityhood. If residents vote to continue the process, a future election would be held to select a nine member Charter Commission. This could occur as soon as November 2013. Residents interested in serving on a committee to write the draft City charter would need to gather petition signatures to put their name on the ballot. The Elected Charter Commission would then write the Charter, which is the governing document for the City.

The Charter must be voted on and passed by the residents of the Village within three years. The three year time period starts 10 days after the results of the May 7th referendum election are certified by the Washtenaw County Board of Canvassers. If the Charter is adopted by the residents, the Village would become a City. If the first version of the Charter does not pass, the Charter Commission can continue to meet to draft a second version to put in front of the voters. If neither draft passes within the three years, the Village does not become a City.

Below are some frequently asked questions about Cityhood.

What are the differences between being a Village and being a City?

## Village of Dexter

**Annexation:** The Village of Dexter has the power to annex property outside its boundaries, as allowed by law.

**Assessing:** Assessing is currently provided by Scio and Webster Townships for the Village of Dexter as required by law. No connectivity exists between township databases and Village tax database so ownership information is often inaccurate in Village in house and on line tax systems. Board of Review members are from both the township and village. The Village does not have direct representation before the State Tax Tribunal during tax appeal cases, as those services are provided by the townships.

**Community Development:** Land use planning, master planning, and zoning are done by the Village's Community Development department in conjunction with the Planning Commission and Zoning Board of Appeals. The Village government has no say in land use decisions made outside its borders. Village residents, also being township residents, can give input to their elected township board.

**Elections:** Under State Law, elections within the Village of Dexter are currently run by the townships. The Village does not maintain voter registration lists, has no say over voting precincts or locations, and does not have the capability to register voters at our offices. The township provides this service for the Village as required by State law. The Village is responsible for paying for special elections if there is no Federal, State or Township issue on the ballot. The Village did hold its own elections for Village Officials until a change in State law in 2006.

**Department of Public Works (DPW):** Road maintenance and construction, downtown maintenance, sidewalks maintenance and construction, leaf and brush pick-up, park maintenance and other public works activities are performed by the Village's DPW. Townships do not assist in providing these services.

## City of Dexter

**Annexation:** The City of Dexter would have the power to annex property outside its boundaries, as allowed by law.

**Assessing:** This service would be provided and paid for by the City of Dexter. By administering our own assessing, the connectivity between assessing and tax databases will mean that the most up to date information will be available for in house and on line tax systems. Board of review members would be from the City of Dexter only. The City of Dexter would have its own representation at the State Tax Tribunal.

**Community Development:** Land use planning, master planning, and zoning would be done by the City's Community Development department in conjunction with the Planning Commission and Zoning Board of Appeals. The City government has no say in land use decisions made outside its borders. City residents can still give input to the townships, but not in the capacity of a township resident.

**Elections:** Elections would be run by the City of Dexter, with the City bearing the associated costs. The City would maintain voter registration lists, determine voting precincts and locations, and would have the capability to register voters at our offices. Schools and other entities would have to reimburse the City for special elections held on their behalf.

**Department of Public Works (DPW):** Road maintenance and construction, downtown maintenance, sidewalks maintenance and construction, leaf and brush pick-up, park maintenance and other public works activities would be performed by the City of Dexter DPW instead of the Village of Dexter DPW. Townships currently do not assist the Village in providing these services.

## Village of Dexter

**Governance:** The law that governs the Village is the General Village Act. The Village Council make-up (President and Trustees) and terms are established by this law, as are the other duties of other positions such as manager, clerk and treasurer. The Village also adopts ordinances. Village residents can vote in elections for both Village officials and township officials, and run for elected office in either community.

**Parks, Recreation, Trees and the Open Space Millage:** Parks and recreation within the Village is governed by the Parks and Recreation Commission, and tree activities by the Tree Board. The townships have no say in parks, recreation, or tree activities within the Village. Village residents pay an open space millage to their townships, as voted by village/township electors. Open space millage funds can be used within or outside the Village, but have historically been used outside the Village boundaries.

**Public Safety:** The Village contracts with the Dexter Area Fire Department for fire protection, and with the Washtenaw County Sheriff Department for police services. In the future, the Village could decide to continue these contracts, or create their own police and/or fire departments. Village residents in Webster Township pay a public safety millage, but funds are not used for services provided within the Village.

**Public Utilities:** Public utilities (sewer, water, trash pick-up) are provided by Village of Dexter employees and contractors (currently Waste Management for trash/recycling pick up) and billed as user fees to businesses and residents. Townships have no say in these activities within the Village boundaries.

**Taxes:** Village of Dexter residents and businesses currently pay Scio or Webster Township taxes in addition to the taxes that they pay to the Village, County, intermediate school district, community college and library.

## City of Dexter

**Governance:** The law that governs a city is the Home Rule City Act. The City Council make-up and terms, and positions such as manager, clerk, and treasurer would be governed by the City Charter, which would be created by the elected Charter Commission as part of the incorporation process. Non-partisanship can be maintained. Current Village ordinances could remain in effect. The Downtown Development Authority and other Village Commissions and Committees can also remain intact. Village residents would no longer be able to vote or run in township elections.

**Parks, Recreation, Trees and the Open Space Millage:** Parks and recreation within the City of Dexter would be governed by the Parks and Recreation Commission, and tree activities by the Tree Board. The townships would have no say in parks, recreation, or tree activities within the City. Village residents would no longer pay an open space millage, unless elected in the future by City electors. The townships may choose to use open space millage funds on properties surrounding the City, but could not spend the funds within the City.

**Public Safety:** The City would continue the existing contracts with the Dexter Area Fire Department for fire protection, and with the Washtenaw County Sheriff Department for police services. In the future, the City could decide to continue these contracts, or create their own police and/or fire departments. City residents who were formerly Webster Township residents would no longer pay the public safety millage.

**Public Utilities:** Public utilities (public sewer, public water, trash/recycling pick up) would be provided by City employees and contractors (currently Waste Management for trash/recycling pick up) and billed as user fees to businesses and residents. Townships do not provide these services within the Village boundaries.

**Taxes:** As a City, Dexter residents and businesses would not pay Scio or Webster Township taxes. City residents and businesses would continue to pay City, School, County, intermediate school district, community college and library taxes.

## Village of Dexter

**Tax Collection:** Township, school, county, intermediate school district, community college, and library taxes are collected by the townships in two bills, summer and winter. The township distributes collections for other entities to those entities as directed by law. The Village collects its own taxes, once a year in the summer. Sometimes the three bills cause confusion, and tax bills can be unintentionally missed and then subsequently sent to the county as delinquent. Property transfer forms are often filed with the Village in error, and must be forwarded to the appropriate township.

Seniors and other qualified residents seeking property tax deferrals must apply to both the Village and the township.

Residents and other entities seeking tax information must access the websites of both the Village and the townships, or must call both communities to get the required information. The Village may not speak authoritatively on assessing or township tax information and the townships cannot address Village tax questions. This may cause frustration and confusion, especially with people unfamiliar with the Village/township system.

Tax capture for special financing districts such as the Downtown Development Authority and brownfield redevelopment projects (such as the Wellness Center) must be administered by both the townships and the Village. At the end of tax collection, the Washtenaw County Treasurer must combine the village with the two townships in their delinquent tax system, which may delay payment of delinquent taxes to the Village.

Village residents pay the following millage levies: Village, township, open space, public safety (Webster Township only), schools, intermediate school district, county, community college, and library. They also pay a 1% administration fee on their township taxes to offset taxing and assessing costs. The Village does not levy an administration fee.

Maximum millage rates are set by the General Law Village Act. The Village currently does not levy the maximum allowable operating, streets, cemetery, or trash collection millage.

## City of Dexter

**Tax Collection:** City, school, county, intermediate school district, community college, and library taxes would be collected by the City of Dexter in two bills, one in the summer and one in the winter. The City of Dexter would distribute collections for other entities to those entities as directed by law. Confusion in regards to who is collecting the taxes would be eliminated. The City would no longer have to forward property transfer forms to the townships.

Seniors and other qualified residents seeking property tax deferrals would need to apply only to the City.

Residents and other entities seeking tax information could get it with one website visit or telephone call. The City would be able to speak authoritatively on assessing matters.

Tax capture for special financing districts such as the Downtown Development Authority and brownfield redevelopment projects (such as the Wellness Center) would be administered only by the City. There would be a slight loss of revenue for these authorities. At the end of tax collection, the Washtenaw County Treasurer would be able to pay out delinquent taxes without having to take the extra steps to combine them with two other communities.

City residents would pay the following millage levies: City, schools, intermediate school district, county, community college, and library. They would pay an administration fee on their taxes to offset taxing and assessing costs. The City could determine the rate for the administration fee, which may be less than 1% if the City Council so chooses.

Maximum millage rates would be set by the City Charter, which would be established by the Charter Commission that would be elected as part of the incorporation process.

How is the Dexter Community School District affected?

- The Dexter Community School District is not affected by the change.

What are the new services expected to cost? How will they be paid for?

- Assessing – (estimated by assessing contractor at approx. \$40,000 per year)
- Elections (start-up - \$6000 for equipment; ongoing per election – approx. \$2000)
- 12 Year payment to Webster Township as required by our existing 425 Agreement - \$18,283.41 (0.779 operating mills per thousand dollars of taxable value)
- The City will have the option to collect the 1% administration fee on tax bills that the Township currently collects, which could bring in an additional \$102,153 in revenue. This money could be used to offset the cost of assessing and tax collection. This increased revenue is expected to generate enough additional funding to cover the increased costs.

How much are Village residents/businesses currently paying in Scio and Webster Township taxes?

- Currently Village taxpayers pay \$229,113 (1.446 mills) in taxes to Scio Township and \$70,930 (3.0221 mills) in taxes to Webster Township.
- The Townships also collect a 1% administration fee on each tax bill that generates \$66,114 for Scio and \$9,050 for Webster.
- Owner of a \$200,000 home in Scio Township - \$145 per year
- Owner of a \$200,000 home in Webster Township - \$302 per year
- Business in Scio Township with a taxable value of \$2,000,000 - \$2,892 per year

How are Village taxes structured compared to City taxes?

- The tax structure for a village and a city are very similar.
  - o The maximum allowable millage rates for Dexter, which is a general law village, are set by State Law at a total of up to 21.5 mills:
    - General Operating – 12.5 mills
    - Streets – 5 mills
    - Garbage Collection - 3 mills
    - Cemetery – 1 mill
  - o The Village's current allowable rate due to the Headlee Amendment is 18.6678 which is broken down as follows:
    - General Operating – 9.8807 mills
    - Streets – 3.952 mills
    - Garbage Collection – 3 mills (currently not levied by the Village)
    - Cemetery – 1 mill (currently not levied by the Village – the Village does not own a cemetery)
    - General Obligation Bond for the Downtown Streetscape added by popular vote – 0.8351 mill
  - o The Village is currently levying 13.5562 mills, which is broken down as follows:
    - General Operating – 9.8337 mills
    - Streets – 2.8874 mills
    - General Obligation Bond for the Downtown Streetscape added by popular vote – 0.8351 mill
  - o A city's maximum allowable general operating millage rate is established in the Charter and can be set up to a maximum of 20 mills.

- The Charter Commissioners can decide to designate 20 mills or less for specific purposes.
- The State law also allows for an additional 3 mills to be levied for garbage collection. Trash collection in the Village is currently paid for on utility bills, not as a tax.
- The voters in Dexter will have the final say in deciding what the maximum allowable millage rate is that the City of Dexter can levy through the vote on the City Charter.
- Both the City Study Committee and Village Council anticipate that the millage rate structure for the City will be very similar to the Village's current structure.

Will the boundary for the City be different than the current Village boundary?

- The boundary will change slightly in a couple of places primarily to provide connectivity in the area of Westridge and the Cedars of Dexter using vacant land or to simplify the current description.

How has the process gotten to this point?

- The City Study Committee was formed in July 2006.
- In March 2007, the Committee voted 16-1 to recommend to Council to pursue City status.
- In May 2007, Village Council voted 7-0 to start the process to become a City.
- From November 2009 to November 2011 the Village worked through the steps required by the State of Michigan Boundary Commission. This included gathering petition signatures and determining the proposed boundary of the new City.
- In January 2012, the Boundary Commission held a public hearing in the Village.
- In June 2012, the Boundary Commission issued their order that the process should continue which started a 45 day referendum period.
- Enough signatures were gathered during the referendum period to put the issue on the ballot to allow residents to decide whether the process should continue to move forward. The vote on May 7<sup>th</sup> will answer this question.
- Since 2006, \$62,869 has been spent on Cityhood. The money has been spent primarily to create and revise the boundary map and to utilize the services of an attorney to assist with working through the process.

#### Information on Voting

Residents who are registered to vote can do so at the following places between 7 a.m. and 8 p.m.:

Village residents in Webster Township – Webster Township Hall – 5665 Webster Church Road

Village residents in Scio Township – Dexter Senior Center – 7720 Ann Arbor Street

If you are in need of an absentee ballot you can request one from your Township Clerk -

Webster Township Clerk - 734-426-5103

Scio Township Clerk – 734-369-9400

Not sure if you are registered to vote? Visit the Michigan Voter Information Center at

<http://www.michigan.gov/vote>. This website allows you to find out if you are registered to vote and has great information on where to vote, how to vote, and provides access to a copy of your sample ballot.

In its own box on the side - More detailed information can be found at <http://www.dextermi.gov/cityhood>.

Residents should also feel free to contact their elected officials with any questions.



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**VILLAGE OF DEXTER**

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

8140 Main Street Dexter, MI 48130-1092

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

**MEMO**

**To: President Keough and Council  
Supervisor Clark and Township Trustees**  
**From: Donna Dettling, Village Manager**  
**Date: April 22, 2013**  
**Re: Annexation Request**

Attached are documents prepared for both Village Council and Scio Township that are necessary to sort out what is involved to assist Dextech's Future Expansion Plans. Dextech is located at 2103 and 2110 Bishop Circle in the Dexter Business and Research Park. They are an automotive supplier and the largest employer in the Research Park. Dextech has evaluated their future expansion needs to meet projected demand and they have determined that expansion is necessary to meet those demands. They have laid out a five phase plan, which they had hoped to be under construction of phases 1 & 2 by summer of 2013.

I have tried to frame the issues for both Boards on the attached summary, which includes a somewhat ambiguous timeline. In order to accelerate this process and prepare a complete package for review by both Boards a draft letter from Dextech requesting annexation is also included.

Mike Frazier and Dan Johnston of Dextech plan to attend the Scio Township meeting on April 23, 2013 to address questions. I will be attending this meeting along with them. If any Council members would like to join us, that would be great.

This is a discussion item on the April 22, 2013 Council agenda. It is our desire to present the annexation petition and resolution at the May 13, 2013 meeting for action. Council action at the May 13, 2013 meeting is contingent on a positive review of the matter by Scio Township.

Frame issues associated with Dextech's Future Expansion Plans  
Information Prepared for Dexter Village Council and Scio Township  
Prepared by: Donna Dettling  
April 15, 2013

The preliminary discussion that occurred with Dextech, the Village and Scio Township focused on finding a way to help Dextech achieve their expansion goals. It was agreed that Dextech's investment and job growth was a win-win for the region. It was agreed that it's in Dextech's best interest to go through one municipality for site plan review and approval.

The first question to sort out was whether Dextech should request a straight Annexation or a 425 Agreement (conditional transfer). To expedite the process and save attorney fees a straight annexation would best serve Dextech's timeline for construction. A straight annexation can only be initiated if both municipalities agree per Washtenaw County's past practice. A timeline for the annexation process and subsequent Site Plan Process is shown below. If Scio determines that they can support a straight annexation, the following steps can be taken to keep Dextech moving forward on their expansion plan. If a 425 Agreement needs to be developed, this process could take at a minimum 2-4 months with attorney review and multiple revisions between the Village of Dexter and Scio Townships. A 425 Agreement is not consistent with Dextech's desire to start construction in July 2013.

- Dextech would petition the Village in the form a letter requesting annexation of 17 acres into the Village. **Village needs to get a formal request from Dextech to start the annexation process. A DRAFT letter from Dextech dated 4-16-2013 is attached.**
- Village is the petitioner to the County on behalf of Dextech for annexation.
- No statutory requirement for the Village to hold a public hearing on an annexation request from Dextech.
- Council would adopt a Resolution Sample Attached supporting the request from Dextech and petition the County Board of Commissioners to annex the 17 acres.
- Village Council action in support of the Petition Sample Attached for annexation would place the annexation request before the County for action. **The May 13, 2013 Council meeting is the soonest Council could approve and submit the annexation petition to the County.**
- No statutory requirement for Scio Township to provide a resolution of support for Dextech's request/petition, but it would help the process when the County takes action.
- County must hold a public hearing and the village must publish the notice. **Soonest Public Hearing could take place end of June or early July.**
- The notice must be published one time each week for 3 weeks immediately preceding the hearing on the petition.
- At the Public Hearing the Petitioner (Dextech and the Village) would do a well thought-out presentation to the County Board of Commissioners.

- The Public Hearing provides for the Village and Township officials as well as Village and Township residents to express their opinion about the annexation.
- The County vote on the annexation is discretionary, but the board generally only looks at the process to determine if the property is contiguous, and does not create any enclaves.
- The County's decision on an annexation petition is a legislative prerogative of the county, which courts cannot second-guess. **Soonest County could act on the annexation would be the end of June or early July, after the Public Hearing.**

There is a \$1,000 fee and a \$3,000 escrow deposit per our fee resolution, schedule of fees. One thousand dollars of this fee is deposited into the General Fund to cover staff costs to process the annexation. The other \$3,000 is in escrow to cover other costs such as publication of the hearing. The escrow dollars are refunded to the applicant if not spent.

- The Village Planning Commission could review the site plan at their July meeting, provided Dextech was comfortable submitting prior to formal annexation.
- A preliminary/final site plan submittal would expedite the review process.
- If the site plan is recommended for approval after the first review, it could be in front of Council at the July 8, 2013 meeting for approval.
- Dextech could start construction at the end of July.

Village of Dexter

4/16/2013

Attention: Mr. Shawn Keough

Dexter Fastener Technologies (Dextech) is requesting the annexation of approximately 17 acres in Scio Township into the Village of Dexter for our proposed expansion project. The 17 acres are portions of parcels H-08-07-400-004 and H08-08-300-002 and is adjacent to our current property. The expansion is needed due to our recent large growth and limited manufacturing capacity. Included in this project is the acquisition of new equipment and hiring of additional employees. Expansion to the south of our property is needed for this equipment and to maintain process flow within the existing facility.

Our proposal is a five phase plan of which drawings are attached. With these five phases, we can ensure our ability to meet the increasing demands of our customers for the next five to ten years while leaving flexibility for longer term expansion without the need for additional land acquisition.

Dextech has begun initial planning of the proposed expansions. We have already reached an tentative agreement with Mr. Richard Sloan regarding the acquisition of the 17 acres of land, and we are in the process of selecting a consultant to assist with the administration of the project.

Dextech's goal is to begin work on architectural and engineering drawings before the end of April and concluding with site plan submittal by the end of June. Our desire for an accelerated approval is due to unprecedented sales growth and the continued demand from our customers.

Of course, we understand that these ambitious goals cannot be reached without support from the Village and Scio Township. We want to re-affirm Dextech's commitment to the community and economy by continuing to grow our operations here in Dexter. Dextech is willing to have an open dialog with all parties to move this project forward, and we extend an open invitation to any members from Scio Township or the Village of Dexter.

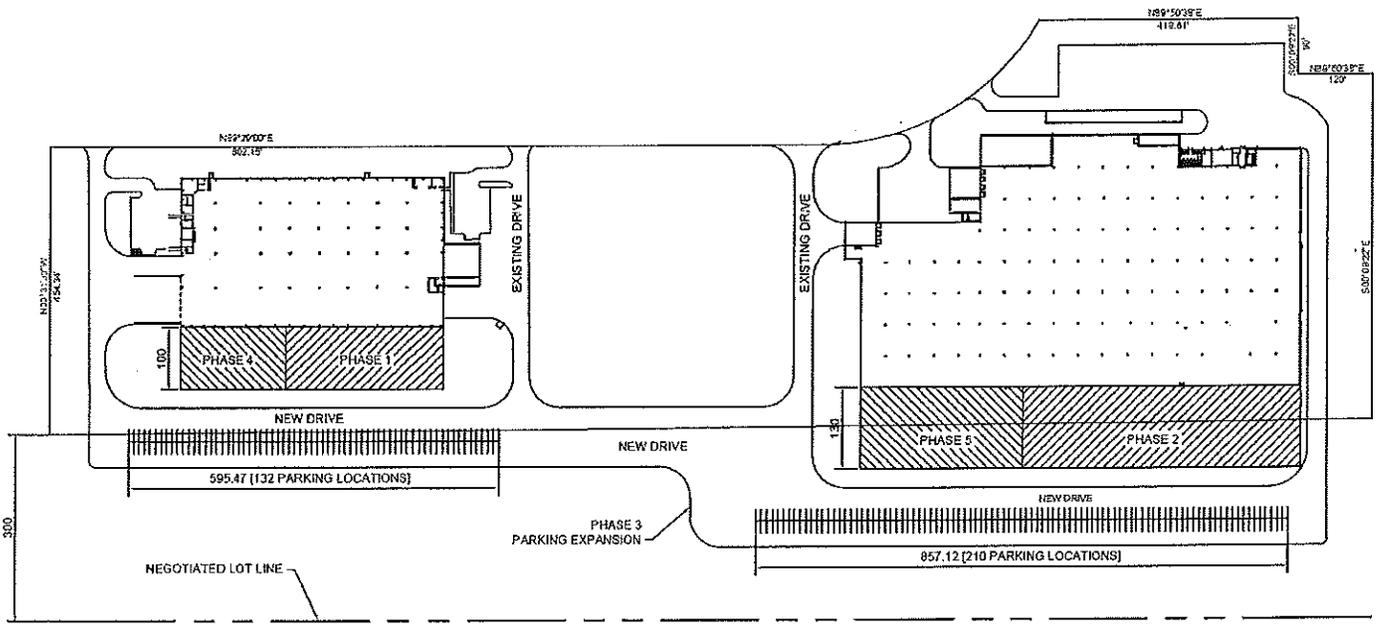
Kind Regards,

Dexter Fastener Technologies

Cc: Richard Sloan, Spaulding Clark



Figure 2 – Proposed Expansion



RESOLUTION # \_\_-2013

RESOLUTION FOR THE PURPOSE OF  
PETITIONING THE WASHTENAW COUNTY  
BOARD OF COMMISSIONERS TO ANNEX  
PROPERTY INTO THE VILLAGE OF DEXTER,  
WASHTENAW COUNTY, MICHIGAN

**Whereas**, a request for annexation was submitted by Dexter Fastener Technology (Dextech) to the Village of Dexter on April \_\_\_\_ 2013 for annexation of lands, consisting of 17 acres adjacent to the Dexter Business and Research Park, from Scio Township into the Village of Dexter, and

**Whereas**, the Village of Dexter has an interest in protecting and properly developing the lands adjacent to its current borders in a manner consistent with the Village character, the Village's Master Plan and the Comprehensive Plan for the County of Washtenaw, and

**Whereas**, the lands identified in the petition are adjacent to the Village borders and meet the common law requirements for annexation purposes, that is to say they are contiguous, proportionate and create no enclaves, and

**Whereas**, the opportunity to promote investment in one of Dexter's largest employers is in the Village of Dexter's and the region's best interests economically, and

**Whereas**, the Village of Dexter and the surrounding communities could mutually benefit from the expansion of Dextech in terms of increased employment opportunities, and

**Whereas**, the Village of Dexter met with Scio Township on several occasions to develop solutions that are in the best interest of Dextech's growth needs and expansion timeline, and

**Whereas**, it is in Dextech' s best interest to expedite annexation and site plan review and approval procedures so that construction may start in July 2013, if possible, and

**NOW THEREFORE BE IT RESOLVED**, that Dextech and the Village of Dexter have seriously considered the petition, and desire on behalf of immediate expansion needs of Dextech to request annexation of 17 acres adjacent to the Dexter Business and Research Park; and

**NOW, THEREFORE, BE IT RESOLVED** by the Village Council of the Village of Dexter in a regular meeting as follows:

1. That the Village Council of Dexter, Washtenaw County, Michigan, petitions the Board of Commissioners of the County of Washtenaw to annex to the Village of Dexter the following described land:

*17 acres adjacent to the Dexter Business and Research Park. Metes and bound property description attached as Exhibit\_\_\_\_\_.*

2. That the President and Clerk of the Village of Dexter are authorized to sign a petition directed to the Board of Commissioners of Washtenaw County and to attach a copy of this resolution to the petition, said petition requesting that the Board of Commissioners hold a hearing and take action on the petition as requested for in the petition.

Moved by:

Seconded by:

Yeas:

Nays:

I hereby certify that the above is a true copy of the resolution passed at a meeting of the Village Council of the Village of Dexter held in the Village of Dexter, Washtenaw County, Michigan on May\_\_\_\_\_

\_\_\_\_\_  
Carol J. Jones, Village Clerk

**PETITION**

**Village of Dexter**

The Village Council of the Village of Dexter, Washtenaw County, Michigan, having heretofore adopted Resolution #\_\_\_\_\_ determining the desirability of annexing to the Village of Dexter, Washtenaw County, Michigan, all of the following described lands located in the Township of Scio, to-wit:

17 acres metes and bounds property description attached as Exhibit \_\_\_\_.

Pursuant to Section 6, Chapter 14, Act 3 of 1895 of the Public Acts of the State of Michigan (MCL 74.6; MSA 5.1470) petitions the Board of Commissioners, Washtenaw County, Michigan, to order the annexation in accordance with the resolution and this petition. A copy of the resolution is attached and made a part hereof.

The reasons for the annexation are fully set forth in the resolution of the Village Council of the Village of Dexter, Washtenaw County, Michigan, attached hereto. The annexation is necessary to promote the business, job creation and investment in Dexter Fasteners Technology (Dextech) located in the Dexter Business and Research Park in the Village of Dexter.

Petitioner requests that the Board of Commissioners set a date for the hearing of this petition and that on the date of the hearing of the petition, the Board of Commissioners order and determine that the annexation, as proposed, be approved and that lands above described be annexed and be incorporated within the corporate limits of the Village of Dexter, Washtenaw County, Michigan.

Signed at Dexter, Michigan, this \_\_\_\_\_.

VILLAGE COUNCIL OF THE VILLAGE OF DEXTER

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

\_\_\_\_\_  
Carol J. Jones, Village Clerk





## Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: Mill Creek Park Change Order #4  
Date: April 17, 2013

Staff has continued to work with Cedroni Associates on closing out the remaining items for the Mill Creek Park Project. When staff and JJR met with Cedroni on March 22, 2013 Mr. Cedroni provided another change order request, CO#4 attached. Staff and JJR rejected the \$48,458.38 request and Cedroni followed-up the request with an amended request totaling \$18,610.79. In a review of the items staff and consultant JJR are recommending that the following be considered in a good faith effort to close out the project and to acknowledge that the work, labor and materials, was completed, although at times without the contractor providing proper requests, paperwork, or specifications. Staff is also recommending that as part of this final change order that the contractor will provide all close out paperwork by June 1, 2013, that no additional change orders will be requested and that completion of the punch list and final pay application will be completed and submitted by June 1, 2013.

**1. Additional fill Crushed Concrete:** This item extends back to November 2011 and was associated with work that was authorized by the Contractor to his subcontractor without prior communication to SmithGroupJJR and the Village. The work performed including excavation of floodplain soils and replacement with crushed concrete at the bottom of the ADA ramp. Under Change Order #1, as a compromise, the Contractor was paid for the materials only. By not paying this item in full, the Contractor claims deterioration in his relationship with said subcontractor and has repeatedly requested the Village reimburse him in full. Although this is an issue between the Contractor and subcontractor, the Village (owner) acknowledges that the work was completed. Staff and JJR are recommending that the requested compensation be paid. Although this item has been an issue for the length of the contract the work was completed and provided a benefit to the project.

Contractor requested compensation: \$ 5,368.35

Staff and SmithGroupJJR recommended compensation: \$ 5,368.35

**2. Remove Culvert Section:** As part of Change Order #1, up to 80 LF of metal storm sewer was replaced at the end of Grand Street and this claim is an after-the-fact claim associated with this work with little to no prior warning. The Contractor did not coordinate the installation of the pipe and extended it through the regulated wetland and ended it under the wood boardwalk platform. Approximately 20 feet of the pipe was not backfilled through the wetland. MDEQ James Sallee later

identified this as a repair item and required the wetland to be restored. The basis of this claim pertains to the placement and removal of the Contractor initiated fill over this pipe. There was no prior discussion about compensation for this work and the cost breakdown is on Contractor's letterhead rather than subcontractors that performed the work. This is an issue between the Contractor and subcontractor. The claim was first submitted in January, 2013. In the interest of permitting the contractor to pay his subs for work that was completed and obtaining project close out by June 1, 2013, staff and SmithGroupJJR recommend that this item be paid in full.

Contractor requested compensation with 10% mark-up: \$ 1,155.00

SmithGroupJJR recommended compensation: \$ 1,155.00

**3. Replace Concrete:** This item pertains to the replacement of the concrete sidewalk in two sections (128 SF) where they abut the boardwalks in the floodplain and is an after-the-fact claim with no prior warning. In both instances, the sidewalk section immediately adjacent to the timber walls settled approximately 1 to 1 ½ inches. It was identified by the MDNR Waterways Grant inspector during a site inspection. The Contractor claims the subsoils in the floodplain have settled. Compaction testing reports were not provided for these specific locations. Furthermore, the work was performed by a subcontractor and the itemized pricing was identified on Contractor's letterhead. The Village (owner) acknowledges that the work was completed and that it has provided a benefit to the project. Staff and JJR are recommending payment of this item given the chance that settling may have occurred and the benefit received.

Contractor requested compensation: \$ 844.80

Staff/SmithGroupJJR recommended compensation: \$ 844.80

**4. Earthwork LaVant Landscaping (Earthwork Placement):** This claim is actually misleading by its title and is an after-the-fact claim with no prior warning. Much of the work performed under this claim is a result of the original earthwork subcontractor walking from the site leaving no one else to complete the miscellaneous grading and preparation work needed before the landscape enhancements could be implemented. The Contractor claims that this grading work is associated with the imbalance of the cut and fill claim identified above. The contractor has reduced his initial request to \$5,000 from \$7,826.50. The Village (owner) acknowledges that the work was completed and that it has provided a benefit to the project. Staff and JJR are recommending payment to the contractor in a good faith effort to keep the project progressing to close out and receipt of full unconditional lien waivers.

Contractor requested compensation with 10% mark-up: \$ 5,000.00

Staff/SmithGroupJJR recommended compensation: \$ 5,000.00

**5. Weather Conditions:** This claim is based on the Contractors assertion that watering costs and plant replacement costs are directly attributed to the drought that was experienced in Michigan last year and this claim is an after-the-fact claim with no prior warning. Approximately 2/3rd of the charges are for watering of the plants and seed beds and the remaining is for costs associated with plants that were dead at the time of the Substantial Completion inspection and needed to be replaced.

Watering: The breakdown submitted by the Contractor appears to reflect the total cost of all project watering without consideration that there should have been extensive watering as part of their base bid and maintenance requirements.

The project area did encounter a drought during certain months of 2012 and additional watering above what is normally expected most likely occurred. There is no clear documentation that identifies what these costs are and the Contractor's claims for the amounts identified are very excessive. Attempts to negotiate these costs were initially rejected by the Contractor. Staff and JJR have continued to work with the contractor and the contractor has reduced his initial \$16,441.04 claim to \$3,000.00. The Village (owner) acknowledges the extreme weather conditions of 2012 and that work was completed that provided a benefit to the project. Staff and JJR are recommending payment to the contractor in a good faith effort to keep the project progressing to close out and receipt of full unconditional lien waivers.

Contractor requested compensation with 10% mark-up: \$3,000.00

Staff/SmithGroupJJR recommended compensation: \$3,000.00

**6. Rip Rap on NE Shoreline:** The contractor is requesting payment for work conducted by a subcontractor at the request of the MDEQ during a site inspection. Owner acknowledges that the work was completed although without the proper authorization from the owner. Warranty work is still required because the original work is settling.

Contractor requested compensation with 10% mark-up: \$2,642.64

Staff/SmithGroupJJR recommended compensation: \$2,642.64

**7. Contractor Mark up:** The contractor forgot to add \$600 to CO#2 and is now requesting compensation. The Village acknowledges that the markup was not included as permitted and that the contractor is owed the compensation.

Contractor requested compensation: \$600.00

Staff/SmithGroupJJR recommended compensation: \$600.00

**8. Project Extension:** The contractor is requesting an extension that coincides with the date that the winding ADA ramp railing was completed. The contractor had initially requested a November 30, 2012 date, which was based on when the Substantial Completion inspection was conducted. The current date is July 1, 2012. The proposed date is October 10, 2012. The reasons identified by the Contractor for the delays can be argued on their merits and it should be noted that there are no reasons identified that are attributed to the Contractor being at fault. This has been their position for just about everything associated with disputes and claims on this project.

The village has no obligation to grant the extension and by doing so, removes the ability to assess liquidated damages up to that date (October 10, 2012 as proposed). The contractor has refused to sign the Substantial Completion AIA G704 form but this has no contractual consequences that will relieve him of his responsibilities.

At this time staff and SmithGroupJJR recommend that the extension be granted in an effort to keep the project moving forward. Please note that Change Order #3 has not yet been executed due to the failure to extend the Substantial Completion date previously and continues to be an item of great concern to the contractor. Please also note that the Contractor must still satisfy his contractual responsibilities by completing all Substantial Completion punch list items.

Contractor requested extension date: October 10, 2012

Staff/SmithGroupJJR recommended extension date: October 10, 2012

**9. Railing and Powder Coat Specification Acceptance:** The contractor has indicated that the subcontractor that provided the powder coating is no longer in business and unable to provide the contract required specification information. Staff and JJR are recommending that the Village accept the product as delivered in return for a \$3,124.55 credit. The credit includes acceptance of the ADA ramp railing and lack of powder coat specification in exchange for the removal of the claim for the wood stairs railing and bike ramp modifications in the amount of \$3,124.55.

Contractor requested: Acceptance of railing without specifications /woodstairs and railing credit

Staff/SmithGroupJJR recommendation: Acceptance with \$3,124.55 exchange.

**Additional Information**

Staff will be preparing a budget amendment for approximately \$65,000 to be presented in May. This amendment is necessary if CO#4 is approved and to pay out the remainder of the contract with Cedroni Associates not budgeted for FY12-13.

The following is the contract details:

Original Contract - \$1,242,000

CO# 1 - \$48,702.24 – New Contract Total - \$1,290,702.24

CO# 2 - \$6,000 – New Contract Total - \$1,296,702.24

CO# 3 - \$10,277.49 – New Contract Total - \$1,306,979.73

CO# 4 - \$18,610.79 – New Contract Total - \$1,325,590.52

To date the Village has paid Cedroni Associates \$1,231,327.13

Please also note that the last 2 pages of this item is the latest Substantial Completion Punchlist.

**Summary/Recommendation:** Based on the information identified above and in a good faith effort to keep the project moving and to acknowledge the completion of work done to benefit the Mill Creek Park Project, staff and SmithGroupJJR recommends that the Village Council approve the following items that will be part of Change Order #4:

• Additional Fill Concrete:	\$5,368.35
• Remove Culvert Section:	\$1,155.00
• Replace Concrete:	\$844.80
• Earthwork:	\$5,000.00
• Weather Conditions:	\$3,000.00
• Rip Rap:	\$2,642.64
• Contractor Mark-Up:	\$600.00
o TOTAL	\$18,610.79

### **Conditions of Approval**

Substantial Completion and Project Extension Date of October 10, 2012.

A credit of \$3,124.55 is reflected in CO#4. The credit includes acceptance of the ADA ramp railing and lack of powder coat specification in exchange for the removal of the claim for the wood stairs railing and bike ramp modifications in the amount of \$3,124.55.

The Village requires the following as part of the approval of CO#4:

1. The contractor provides full unconditional lien waivers at the close of the project; conditional waivers to be provided by LaVante Landscaping and Dean Marine & Excavating by May 1, 2013.
2. A construction schedule is provided by May 1, 2013.
3. Project completion and final pay request and all paperwork be submitted by June 1, 2013.
4. Execution of change order #3 with original July 1, 2012 Substantial Completion date.

Please feel free to contact staff or consultant, Paul Evanoff with any questions.

Thank you.



**CEDRONI ASSOCIATES INC.**

5639 Auburn

**General Contractors**

Utica, MI

---

Phone (586) 254-7778

Fax (586) 254-4517

March 19, 2013

Paul Evanoff  
JJR  
110 Miller Ave  
Ann Arbor, Michigan 48104

RE: Mill Creek Park – Proposed Change Order #4

Paul,

For the purpose of final negotiation with our subcontractors, we believe we can make the following modifications to the Proposed Change Order #4, settle final contract balances and receive final lien waivers.

- Item #8 can be deleted if Item #'s 1, 2, 3, and 7 are all accepted.
- Item #4 can be deleted if the Owner is willing to accept all railings on site as is. Cedroni Associates, Inc. will still maintain a 3-year guarantee against rust through.
- Item #5, Earthwork, can be reduced to \$5,000 to allow for various plantings, restoration, seeding, etc. that were considered part of the original contract.
- Item #6, Weather Conditions, can be reduced to \$3,000 based on previous discussions with JJR.

I've attached the modified Proposed Change Order #4 for your review.

We would expect that the contract time will be adjusted in Change Order #4 to reflected the accepted substantial completion date, whatever that may be.

Sincerely,

Richard Cedroni  
President  
Cedroni Associates, Inc.



**CEDRONI ASSOCIATES INC.** 5639 Auburn Rd.  
**General Contractors** Utica, MI 48317

Phone (586) 254-7778  
 Fax (586) 254-4517

**TITLE:** MODIFIED Proposed Change Order #4 **PROPOSED CHANGE ORDER**  
**NO.** 4  
**PROJECT:** Mill Creek Park - Phase 1 Development **DATE:** 03/19/2013

**TO:** Attn: Paul Evanoff  
 JJR  
 201 Depot Street, Second Floor  
 Ann Arbor, Michigan 48104  
 Phone:(734) 669-2706 Fax:(734) 662-0779

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	Additional Fill Crushed Concrete		1.000 Each	5,368.35	5,368.35
2	Remove Culvert Section, Re-grade	EST 030	1.000 Each	1,155.00	1,155.00
3	Replace Concrete	EST 031	1.000 Each	844.80	844.80
4	Earthwork (LaVant Landscape)	EST 035	1.000 Each	5,000.00	5,000.00
5	Weather Conditions	EST 036	1.000 Each	3,000.00	3,000.00
6	Rip Rap on NE Shore Line	EST 037	1.000 Each	2,642.64	2,642.64
7	CO #2 Markup		1.000 Each	600.00	600.00
<b>Total Price:</b>					<b>\$18,610.79</b>

**APPROVAL**

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

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

Date: 03/19/2013 \_\_\_\_\_

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



**CEDRONI ASSOCIATES INC.** 5639 Auburn Rd.  
**General Contractors** Utica, MI 48317

Phone (586) 254-7778  
 Fax (586) 254-4517

**TITLE:** Proposed Change Order #4 **PROPOSED CHANGE ORDER NO. 4**  
**PROJECT:** Mill Creek Park - Phase 1 Development **DATE:** 03/18/2013

**TO:** Attn: Paul Evanoff  
 JJR  
 201 Depot Street, Second Floor  
 Ann Arbor, Michigan 48104  
 Phone:(734) 669-2706 Fax:(734) 662-0779

**REJECTED CO NO.4**

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	Additional Fill Crushed Concrete		1.000 Each	5,368.35	5,368.35
2	Remove Culvert Section, Re-grade	EST 030	1.000 Each	1,155.00	1,155.00
3	Replace Concrete	EST 031	1.000 Each	844.80	844.80
4	Railing, Bike Ramp Modifications	EST 033	1.000 Each	3,124.55	3,124.55
5	Earthwork (LaVant Landscape)	EST 035	1.000 Each	7,826.50	7,826.50
6	Weather Conditions	EST 036	1.000 Each	16,441.04	16,441.04
7	Rip Rap on NE Shore Line	EST 037	1.000 Each	2,642.64	2,642.64
8	Additional Dirt Placement	EST 038	1.000 Each	10,455.50	10,455.50
9	CO #2 Markup		1.000 Each	600.00	600.00
<b>Total Price:</b>					<b>\$48,458.38</b>

**APPROVAL**

By: \_\_\_\_\_  
 Date: 03/18/2013

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



**CEDRONI ASSOCIATES INC.**  
**G e n e r a l C o n t r a c t o r s**

5639 Auburn Rd.  
Utica, MI 48317

Phone (586) 254-7778  
Fax (586) 254-4517

**TITLE:** Remove Culvert Section, Re-grade  
**ESTIMATE NO. 30**  
**PROJECT:** Mill Creek Park - Phase 1 Development  
**DATE:** 01/22/2013

**TO:** Attn: Paul Evanoff  
JJR  
201 Depot Street, Second Floor  
Ann Arbor, Michigan 48104  
Phone:(734) 669-2706 Fax:(734) 662-0779

**STARTED:**  
**COMPLETED:**  
**REQUIRED:**

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	Remove Culvert Section, Re-grade		20.000 Ft.	52.50	1,050.00
<b>Total Price:</b>					<b>\$1,050.00</b>
<b>Contractor Markup:</b>					<b>\$105.00</b>
<b>Total:</b>					<b>\$1,155.00</b>

Prepared By: \_\_\_\_\_

Date: 01/22/2013



**CEDRONI ASSOCIATES INC.** 5639 Auburn Rd.  
**General Contractors** Utica, MI 48317

Phone (586) 254-7778  
Fax (586) 254-4517

**TITLE:** Replace Concrete  
**ESTIMATE NO. 31**  
**PROJECT:** Mill Creek Park - Phase 1 Development  
**DATE:** 01/22/2013

**TO:** Attn: Paul Evanoff  
JJR  
201 Depot Street, Second Floor  
Ann Arbor, Michigan 48104  
Phone:(734) 669-2706 Fax:(734) 662-0779

**STARTED:**  
**COMPLETED:**  
**REQUIRED:**

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	Replace Concrete next to the Walls		128.000 Sq. Ft.	6.00	768.00
<b>Total Price:</b>					\$768.00
<b>Contractor Markup:</b>					\$76.80
<b>Total:</b>					\$844.80

Prepared By: \_\_\_\_\_

Date: 01/22/2013 \_\_\_\_\_



**CEDRONI ASSOCIATES INC.** 5639 Auburn Rd.  
**General Contractors** Utica, MI 48317

Phone (586) 254-7778  
Fax (586) 254-4517

**TITLE:** Add Legal Railing, Paint

**ESTIMATE**

**NO. 33**

**PROJECT:** Mill Creek Park - Phase 1 Development

**DATE:** 01/22/2013

**TO:** Attn: Paul Evanoff  
JJR  
201 Depot Street, Second Floor  
Ann Arbor, Michigan 48104  
Phone:(734) 669-2706 Fax:(734) 662-0779

**STARTED:**

**COMPLETED:**

**REQUIRED:**

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	Add Legal Railing		150.000 Each	24.11	3,616.50
2	Paint Railing		150.000 Ft.	2.60	390.00
<b>Total Price:</b>					<b>\$4,006.50</b>
<b>Contractor Markup:</b>					<b>\$400.65</b>
<b>Total:</b>					<b>\$4,407.15</b>

Prepared By: \_\_\_\_\_

Date: 01/22/2013



**CEDRONI ASSOCIATES INC.**  
**General Contractors**

5639 Auburn Rd.  
 Utica, MI 48317

Phone (586) 254-7778  
 Fax (586) 254-4517

**TITLE:** Additional Landscaping **ESTIMATE NO. 35**

**PROJECT:** Mill Creek Park - Phase 1 Development **DATE: 01/23/2013**

**TO:** Attn: Paul Evanoff  
 JJR  
 201 Depot Street, Second Floor  
 Ann Arbor, Michigan 48104  
 Phone:(734) 669-2706 Fax:(734) 662-0779

**STARTED:**  
**COMPLETED:**  
**REQUIRED:**

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	Amphitheatre grading, etc.	6/21/2012	8.000 Hrs	80.00	640.00
2	Rough grade barrow pit	6/21/2012	3.000 Hrs	80.00	240.00
3	Fix edging and plants	6/21/2012	1.000 Hrs	35.00	35.00
4	Grade rain gardens	6/21/2012	4.000 Hrs	80.00	320.00
5	Shovel grain big rain garden	6/22/2012	12.000 Hrs	35.00	420.00
6	Grading asphalt path w/machine	6/22/2012	3.000 Hrs	80.00	240.00
7	Grading asphalt path w/man	6/22/2012	24.000 Hrs	35.00	840.00
8	Grading asphalt path	6/23/2012	6.000 Hrs	35.00	210.00
9	Seed behind fire station, stairs	8/03/2012	1.000 Each	400.00	400.00
10	Hydroseed fire station, stairs	8/03/2012	1.000 Each	750.00	750.00
11	Clean, grade stone parking area	8/03/2012	7.000 Hrs	80.00	560.00
12	Haul away spoil loads	8/03/2012	2.000 Each	100.00	200.00
13	Prep, seed, mulch cemetery	8/29/2012	1.000 Each	2,260.00	2,260.00

**Total Price:** \$7,115.00

**Contractor Markup:** \$711.50

---

**Total:** \$7,826.50

**Prepared By:** \_\_\_\_\_

**Date:** 01/23/2013



LaVant Landscape  
-and-  
Construction Services, Inc.

September 10, 2012

INVOICE

Cedroni Associates, Inc.

RF: Mill Creek Park Extra Work

June 21, 2012:

Amphitheatre grading, overburden, rough grade and fixing boulder 8 machine w/man hrs. @ \$80.00/hr.	\$640.00
Rough grade dirt brought into fill barrow pit 3 machine w/man hrs. @ \$80.00/hr.	\$240.00
Fix edging and plants 1 man hr. @ \$35.00/hr.	\$ 35.00
Grade Rain Gardens 4 maching w/man hrs. @ \$80.00/hr.	\$320.00

June 22, 2012

Shovel grade big rain garden 3 men, 4 hrs. ea.; 12 man hrs. @ \$35.00	\$420.00
Grading asphalt path 3 machine w/man hrs. @ \$80.00/hr. 3 men, 8 hrs. ea.; 24 man hrs. @ \$35.00	\$240.00 \$840.00

June 23, 2012

Grading asphalt path, continued 3 men, 2 hrs. ea.; 6 man hrs. @ \$35.00	\$210.00
--	----------

August 3, 2012

Prep and seed behind fire station, stair by side walk 3 bags seed	\$400.00
1 load hydroseed, 2 men light prep and spray	\$750.00
Clean and grade stone at parking area 7 machine w/man hrs. @ \$80.00	\$560.00
Haul away 2 loads of spoil @ \$100.00/ea.	\$200.00

10395 Lovejoy Rd. Linden, MI 48451 • 810-266-4730 • Fax: 810-266-4726 •  
landscape@lavantonline.com



LaVant Landscape  
-and-  
Construction Services, Inc.

Page 2

August 29, August 30, 2012	
Prep, seed, and mulch at cemetery	\$2,260.00
Total	\$7,115.00



**CEDRONI ASSOCIATES INC.**  
**G e n e r a l C o n t r a c t o r s**

5639 Auburn Rd.  
 Utica, MI 48317

Phone (586) 254-7778  
 Fax (586) 254-4517

**TITLE:** Extreme Weather Conditions

**ESTIMATE**

**NO. 36**

**PROJECT:** Mill Creek Park - Phase 1 Development

**DATE:** 01/23/2013

**TO:** Attn: Paul Evanoff  
 JJR  
 201 Depot Street, Second Floor  
 Ann Arbor, Michigan 48104  
 Phone:(734) 669-2706 Fax:(734) 662-0779

**STARTED:**

**COMPLETED:**

**REQUIRED:**

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	Weather Conditions		1.000 Each	18,000.00	18,000.00
<b>Total Price:</b>					<b>\$18,000.00</b>
<b>Contractor Markup:</b>					<b>\$1,800.00</b>
<b>Total:</b>					<b>\$19,800.00</b>

Prepared By: \_\_\_\_\_

Date: 01/23/2013



LaVant Landscape  
-and-  
Construction Services, Inc.

September 10, 2012

Paul Evanoff  
SmithGroup JJR

Dear Paul,

Due to the drought we experienced during the Spring and Summer of 2012, LaVant Landscape incurred additional costs to maintain and install the landscaping of perennials, shrubs, trees, plugs and various types of grasses. The additional watering and maintenance required by the extreme temperatures resulted in added man hours, trips to the site, and fuel costs. As noted on the attached sheet from the National Weather Service, there were 11 days exceeding 90 degrees through the end of June and midway through July there were already 11 and counting, and a few of those days topped 100 degrees. They also reported as of July 20, 2012, all of Livingston County was one of only four counties in Michigan that were in severe drought conditions. Those conditions continued through August 9th, and as noted, significant plant water stress was evident. The drought conditions lasted over 90 days. Because of the extreme temperatures and little cooling in the evening, the leaf surfaces and plant physiology was greatly stressed, resulting in loss of life for some of the plant material. It was also impossible for our employees to work at their normal pace in the heat and additional hours and trips were needed to complete their work.

LaVant Landscape believes this should be considered an Act of God and should allow for some compensation. We request that compensation be in the amount of \$18,000.00 to cover our costs over that drought period.

Sincerely,

Daniel J. LaVigne  
President

**National Weather Service Weather Forecast Office  
 Detroit/Pontiac, MI**

**A Hot June Marks a Warm Start to Summer 2012**

June 2012 has been no exception to the year-plus long trend of warmer than normal temperatures in Southeast Michigan. After last summer, which was Detroit's 4th warmest and Flint's 10th (including Detroit's hottest month on record in July), Summer 2012 is off to an even warmer start. Detroit has already had 11 90-degree days through the end of June, equalling its annual average. Flint has had 8, which is approaching its average of 12. The table below compares other summers which have started off in similar fashion (using the number of 90-degree days as a measuring stick). With a few exceptions, most summers ended up quite warm.

**Detroit Area**

YEAR	90-degree days through June	Total # of 90-degree days	Rank Among Hottest Summers
NORM	2.0	11.2	-
2012	11	11 & counting	?
2005	9	20	1st
1991	10	24	11th
1958	14	39	6th
1884	9	26	40th
1952	10	29	10th
1941	9	26	36th
1934	16	36	22nd
1933	11	24	7th

**Flint Area**

YEAR	90-degree days through June	Total # of 90-degree days	Rank Among Hottest Summers
NORM	3.2	12.2	-
2012	8	8 & counting	?
1988	8	17	39th
1985	15	33	13th
1987	9	28	16th
1952	10	27	23rd
1949	10	23	8th
1934	21	41	2nd
1933	17	43	1st
1831	8	37	5th
1925	11	26	20th
1923	9	31	24th
1922	7	16	33rd
1921	15	36	6th

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 Detroit/Pontiac, MI Weather Forecast Office  
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 White Lake, MI 48388  
 248-620-8804  
 Page Author: DTX Webmaster  
 Web Master's E-mail: [w.webmaster@noaa.noa](mailto:w.webmaster@noaa.noa)  
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# National Weather Service Weather Forecast Office Detroit/Pontiac, MI

## Drought Information Statement

Issued by NWS Detroit/Pontiac, MI

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Versions: 1 2 3 4 5 6 7 8

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KXUS73 KDTX 201444  
DTXDTX  
N1C017-049-063-087-091-093-099-111-115-125-145-147-151-155-157-161-  
163-261200

DROUGHT INFORMATION STATEMENT  
NATIONAL WEATHER SERVICE DETROIT/PONTIAC MI  
1045 AM EDT FRI JUL 20 2012

...SEVERE DROUGHT CONDITIONS HAVE DEVELOPED IN SOUTHEAST MICHIGAN...

### SYNOPSIS...

DESPITE RECENT THUNDERSTORM RAINFALL, DROUGHT CONDITIONS CONTINUE TO WORSEN ACROSS SOUTHEAST MICHIGAN. ACCORDING TO THE JULY 19TH ISSUANCE OF THE U.S. DROUGHT MONITOR, WIDESPREAD D2 (SEVERE DROUGHT) CONDITIONS HAVE DEVELOPED ACROSS THE SOUTHWESTERN THIRD OF THE AREA. D1 (MODERATE DROUGHT) OR WORSE CONDITIONS HAVE DEVELOPED ACROSS NEARLY ALL OTHER LOCATIONS.

### LOCAL COUNTIES AFFECTED...

- \* SEVERE DROUGHT /D2/ -- ALL OF LENAWEE, MONROE, WASHTENAW, AND LIVINGSTON. PARTS OF SHTAWASSSEE, GENESEE, AND LAPEER.
- \* MODERATE DROUGHT /D1/ -- ALL OF BAY, MAGINAH, TUSCOLA, HURON, AND SANILAC. PARTS OF SHTAWASSSEE, GENESEE, LADDER, OAKLAND, WAYNE, MIDLAND, SAINT CLAIR.
- \* ABNORMALLY DRY /D0/ -- ALL OF MACOMB. PART OF OAKLAND, WAYNE, MIDLAND, SAINT CLAIR.

### SUMMARY OF IMPACTS...

- \* STATE/LOCAL GOVERNMENT ACTIONS...  
SOME MUNICIPALITIES HAVE ISSUED BANS ON OUTDOOR BURNING. PLEASE CHECK WITH YOUR LOCAL AUTHORITIES TO SEE IF YOUR MUNICIPALITY IS INCLUDED.
- \* SOIL MOISTURE (0"-4" LAYER) CONDITIONS...  
ACCORDING TO THE JULY 17TH ANALYSIS FROM THE MIDWESTERN REGIONAL CLIMATE CENTER (MRCC), SOIL IS SEVERELY DRY ACROSS ALL OF SOUTHEAST MICHIGAN, ESPECIALLY IN WASHTENAW, LIVINGSTON, OAKLAND, GENESEE, AND LAPEER.
- \* AGRICULTURAL IMPACTS...  
THE NATIONAL AGRICULTURAL STATISTICS SERVICE PUBLISHES WEEKLY "CROP PROGRESS AND CONDITION" REPORTS. AS OF JULY 16TH, 2012, CROP CONDITIONS FOR THE STATE OF MICHIGAN ARE AS FOLLOWS:

CROP	% POOR OR VERY POOR
ALL CROPS	54%
CORN	56%
DRY BEANS	24%
GRASS	17%
PASTURE	64%
SOYBEANS	50%

→ SIGNIFICANT PLANT WATER STRESS WAS EVIDENT ACROSS THE STATE, PARTICULARLY IN NON-IRRIGATED CROPS.

STRATUM	% SHORT OR VERY SHORT
TOPSOIL	93%
SUBSOIL	91%

- \* FIRE IMPACTS...  
DRY CONDITIONS HAVE LED TO ELEVATED FIRE CONCERNS.

### CLIMATE SUMMARY...

WIDESPREAD DROUGHT CONDITIONS ACROSS MUCH OF THE UNITED STATES HAVE REINFORCED THE EXISTING WEATHER PATTERN TO PRODUCE A PROLONGED PERIOD OF RECORD TO NEAR-RECORD WARMTH AND WIDESPREAD RAINFALL DEFICITS. THESE CONDITIONS WERE EXACERBATED AS THE MID-SUMMER PERIOD APPROACHED AND SEVERE DROUGHT CONDITIONS SPREAD INTO SOUTHEAST MICHIGAN. CONTINUED HEAT AND LACK OF WIDESPREAD RAINFALL HAS LISTED INTO THE LATTER HALF OF JULY, WHICH HAS ALLOWED DROUGHT CONDITIONS TO SIGNIFICANTLY DETERIORATE IN RECENT WEEKS.

→ MOST OF SOUTHEAST MICHIGAN HAS RECEIVED 25% TO 50% OF NORMAL RAINFALL SINCE JUNE 1ST. EASTERN LOCATIONS SUCH AS DETROIT AND FORT HURON AS WELL AS NORTHERN AREAS, SUCH AS THE TRI-CITIES AND THUMB, HAVE RECEIVED APPROXIMATELY 50% TO 75% OF NORMAL RAINFALL TOTALS

# National Weather Service Weather Forecast Office Detroit/Pontiac, MI

## Drought Information Statement

Issued by NWS Detroit/Pontiac, MI

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AUG073 NDTX 091509 AAA  
DTXDTX  
NHC017-049-063-087-091-093-099-111-115-125-145-147-151-155-157-161-  
163-167200-

DROUGHT INFORMATION STATEMENT  
NATIONAL WEATHER SERVICE DETROIT/PONTIAC MI  
1106 AM EDT THU AUG 9 2012

### .. DROUGHT CONTINUES ACROSS SOUTHEAST MICHIGAN..

DESPITE RECENT RAINS, DROUGHT CONDITIONS CONTINUE ACROSS PARTS OF SOUTHEAST MICHIGAN, ACCORDING TO THE AUGUST 7TH ISSUANCE OF THE U.S. DROUGHT MONITOR, WIDESPREAD D2 (SEVERE DROUGHT) CONDITIONS CONTINUE ACROSS PORTIONS OF THE THUMB AND I69 CORRIDOR ALONG WITH THE SOUTHWESTERN THIRD OF THE AREA. D1 (MODERATE DROUGHT) CONDITIONS PERSIST ACROSS NEARLY ALL OTHER LOCATIONS. THIS REPRESENTS LITTLE TO NO CHANGE FROM THE PREVIOUS WEEK'S UPDATE.

### LOCAL COUNTIES AFFECTED...

- \* SEVERE DROUGHT /D2/ -- ALL OF LENAWEE, MONROE, WASHTENAW, AND LIVINGSTON, PARTS OF SHIawassee, GENESEE, LAPEER, SANILAC, AND HURON.
- \* MODERATE DROUGHT /D1/ -- ALL OF RAY, SAGINAW, AND TUSCOLA, PARTS OF SHIawassee, GENESEE, LAPEER, OAKLAND, WAYNE, MIDLAND, AND SAINT CLAIR.
- \* ABNORMALLY DRY /D0/ -- ALL OF MACOMB, PART OF OAKLAND, WAYNE, MIDLAND, AND SAINT CLAIR.

### SUMMARY OF IMPACTS...

MANY CREEKS AND STREAMS ARE RUNNING BELOW NORMAL FLOW. THE SHALLOW WATER LEVELS HAVE LED TO HARDER THAN NORMAL STREAMWATER TEMPERATURES...AND THIS IS CAUSING INCREASED CONCERN FOR UNFAVORABLE AQUATIC HABITAT.

→ AGRICULTURAL IMPACTS ARE CONTINUALLY BEING ASSESSED...HOWEVER ECONOMIC LOSSES ARE ALREADY BEING REPORTED FOR THIS GROWING SEASON. SIGNIFICANT PLANT WATER STRESS WAS EVIDENT ACROSS THE STATE, PARTICULARLY IN NON-IRRIGATED CROPS. CROP YIELD ESTIMATES WILL LIKELY DIMINISH AND LIVESTOCK STRESS AND LOSSES WILL INCREASE.

### CLIMATE SUMMARY...

WIDESPREAD DROUGHT CONDITIONS ACROSS MUCH OF THE UNITED STATES REINFORCED AN EXISTING WEATHER PATTERN TO PRODUCE A PROLONGED PERIOD OF NEAR-RECORD TO RECORD WARMTH AND WIDESPREAD RAINFALL DEFICITS THROUGH JUNE AND JULY. THESE CONDITIONS WERE EXACERBATED AS SEVERE DROUGHT CONDITIONS SPREAD NORTHWARD INTO SOUTHEAST MICHIGAN IN LATE JULY. DESPITE RECENT RAINS, MOST OF THE AREA HAS RECEIVED 50% TO 75% OF NORMAL RAINFALL SINCE EARLY MAY. THE SAGINAW VALLEY IS AN EXCEPTION IN THAT SOME AREAS HAVE MEASURED ABOVE NORMAL RAINFALL FOR THIS PERIOD, HOWEVER, RAINFALL MEASUREMENTS ALONE CAN BE MISLEADING AS THUNDERSTORM RAINFALL IS MUCH LESS EFFICIENT AT ALLEVIATING DROUGHT CONDITIONS THAN WIDESPREAD LIGHT TO MODERATE RAINFALL.

### PRECIPITATION/TEMPERATURE OUTLOOK...

A LOW PRESSURE SYSTEM LIFTING OUT OF THE OHIO VALLEY WILL BRING WIDESPREAD LIGHT TO MODERATE RAINFALL TO SOUTHEAST MICHIGAN ON THURSDAY (AUGUST 9TH) AND AGAIN ON FRIDAY (AUGUST 10TH). THIS WILL BE FOLLOWED BY ADDITIONAL OPPORTUNITIES FOR SHOWERS THROUGH THE WEEKEND. TEMPERATURES WILL RANGE FROM 5 TO 15 DEGREES BELOW NORMAL DURING THIS PERIOD. THE CLIMATE PREDICTION CENTER HAS INDICATED AN INCREASED CHANCE FOR ABOVE NORMAL PRECIPITATION AND ABOVE NORMAL TEMPERATURES IN SOUTHEAST MICHIGAN FOR DAYS 9 THROUGH 14.

### HYDROLOGIC SUMMARY AND OUTLOOK...

RIVER LEVELS ARE BELOW AVERAGE. HOWEVER, THEY ARE STILL ABOVE RECORD LOWS. BASE FLOWS WHICH ARE SUPPORTED BY THE GROUND WATER LEVEL WILL GRADUALLY DECREASE UNTIL THERE IS SIGNIFICANT WIDESPREAD RAINFALL TO RAISE THE WATER TABLE. IN THE MEANTIME...BRIEF SMALL RISES MAY OCCUR IN AREAS OF LOCALIZED RAINFALL.

### NEXT ISSUANCE DATE...

THIS DROUGHT INFORMATION STATEMENT WILL BE UPDATED AS CONDITIONS WARRANT.

88



**CEDRONI ASSOCIATES INC.** 5639 Auburn Rd.  
**G e n e r a l C o n t r a c t o r s** Utica, MI 48317

Phone (586) 254-7778  
Fax (586) 254-4517

---

**TITLE:** Rip Rap on NE Shore Line **ESTIMATE NO. 37**

**PROJECT:** Mill Creek Park - Phase 1 Development **DATE:** 01/23/2013

**TO:** Attn: Paul Evanoff  
JJR  
201 Depot Street, Second Floor  
Ann Arbor, Michigan 48104  
Phone:(734) 669-2706 Fax:(734) 662-0779

**STARTED:**  
**COMPLETED:**  
**REQUIRED:**

---

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	Subcontractor Bid		1.000 Each	2,402.40	2,402.40
<b>Total Price:</b>					\$2,402.40
<b>Contractor Markup:</b>					\$240.24
<b>Total:</b>					\$2,642.64

Prepared By: \_\_\_\_\_

Date: 01/23/2013 \_\_\_\_\_

DEAN MARINE & EXCAVATING INC.  
 38135 CIRCLED R.  
 HARRISON TWP.  
 MICHIGAN 48045



# Invoice

Date	Invoice #
11/17/2011	P41187

<b>Bill To</b>
Cedroni & Associates Inc. 5639 Auburn Rd. Utica, Mi 48317 Rick Cedroni

P.O. No.	Terms	Project
	Due on receipt	Mill Creek

Quantity	Date	Description	Rate	Amount
1	11-3-11	Extra Work Remove rip rap on North East shoreline, transport and place on North West shoreline	2,402.40	2,402.40
Thank you for your business.			<b>Total</b>	\$2,402.40

Mill Creek Park- Phase 1 Improvements	Revised: 3-27-2013	50094.004
<small>SUBJECT</small>	<small>DATE</small>	<small>PROJECT NO.</small>
TO	COMPANY	
Rick Cedroni	Cedroni Associates	
Donna Dettling	Village of Dexter	
Allison Bishop	Village of Dexter	
Paul Evanoff	734-669-2706	
<small>FROM</small>	<small>TELEPHONE NO.</small>	

**A. The following list of items requires completion or correction in accordance with the contract requirements:**

1. **Item 1 may be deleted from the punch list contingent upon final negotiations for change Order #4. Complete boardwalk railing repairs to remove all rough surfaces and damaged powder coated surfaces to top bar.**
  - a. Wood steps railing- 2 rail
  - b. Concrete overlook railing on north side of the Main Street bridge: 4 rails
  - c. Boardwalk railing section across stone swale: 4 rails (2 on each side)
  - d. Boardwalk railing section along creek-railing only on creek side: 11 rails.
  - e. T-overlook railing: 4 bars
  - f. Boardwalk Railing over emergent wetland pond: 19 rails (12 on west side and 7 on east side).  
There is one post that has split and requires full replacement.
  - g. Some of these rails that only have damaged finish can be repaired in the field with a field product that must be submitted based on note 3 of C-15. The powder coat vendor should provide touch-up materials to match their color.
  - h. There is an occasional panel that has the finish flaked off and field repairs are also required.
  - i. The extent of observed scratching to the finish and finish removal at the pipe ends are reason to be concerned about the methods of powder coating. Sheet C-15 in Addendum #1 spells out the requirements. Provide project documentation from the finisher identifying the process and materials used for comparison against note 1 on C-15 with specific references to the ASTM numbers.
2. Boardwalk Railing over emergent wetland pond: There is one post that has split and requires full replacement.
3. Repair slope slippage behind the Jeffords plaza. Work includes topsoil removal from the wetland below and placement in the eroded area, fine grade, native upland seed mix and erosion control blanket.
4. Replace Jeffords pedestrian cross walk thermoplastic striping on road surface (Spring 2013). At least 4 crosswalk bars require full removal and replacement.
5. Replace the Jeffords Street pedestrian cross walk sign removed during construction. Use reference drawing C2.1 for proper orientation, location and materials.

6. The small raingarden underdrain is leaking onto the hillside and still needs to be repaired. The location of the settlement has been excavated exposing the pipe. SGJJR previously requested running water through the clean-out to determine location of the leak.
  7. Cut out and replace failed asphalt pavement in two locations in front of DAPCO building (Spring 2013).
  8. Remove black paint splattered onto concrete ramp in several locations, paint the underside of the lower railing and remove all bumps and irregularities on the top rail and repaint. Use the wood step handrail as the model to determine the extent of repairs.
  9. Replace all concrete panels where ADA slopes have been exceeded. This condition exists in at least five locations. As-built drawing is attached with locations noted.
  10. Wood Steps: Remove all soil and gravel against beams and joists at uphill side of middle landing.
  11. Wood Steps Concrete Headwall: Apply aesthetic coating over headwall at the top of steps to cover the unauthorized poorly formed joint.
  12. Seal the pavement joint at the top of the concrete ADA ramp where it meet the sidewalk that parallels Jeffords Street.
- B. Project Closeout:*
1. Provide copy of updated Insurance certificate updating all expired categories through end of May, 2013.
  2. Provide correct As-built documents showing all specified information as identified under Section 017123, 1.2.C.
  3. Provide copies of all permit approvals. (Building and Electric).
  4. Provide lien waivers from all subcontractors and material suppliers and miscellaneous documentation in accordance with Article 14.5.2 and 14.5.5 of the Supplementary Conditions of the Agreement in its entirety.
  5. Provide all remaining outstanding certified payroll back-up.
- C. Landscape Maintenance and Warranty:*
1. All landscape work shall be maintained until May 31, 2013. In early May, 2013. Maintenance will include: pulling weeds in plant beds, herbiciding (invasive species controls), watering, fertilizing and guy and stake removal.
  2. In April, 2013, SGJJR will conduct an inspection to determine the extent of all warranty replacements associated with the lawns, native seed beds, plants and raingarden plugs. Currently, there are a large number of raingarden plugs that will require replacement.

End of Report



## 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 22, 2013**  
**Re: Water Tower Maintenance**

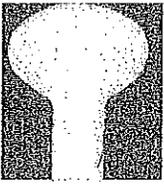
Included for your review is a recommendation from Dixon Engineering to hire Ray's Welding CO. Inc. to complete the welding portion of the Water Tower Project. The Dixon Proposal for the Elevated Water Storage Tank, which was provided with the Village Manager report of April 8, 2013, is included again for your review. Staff approved the Dixon proposal in the amount of \$4,150 with the intention of bringing the bid for the Welding contract back to council for approval. Staff recommends that the Village enter into a contract with Ray's Welding Co. Inc. in the amount of \$23,500 to complete the following:

- Expansion Joint Replacement
- Condensate line
- Mud Valve
- Cathodic Clips and Coupling
- Safety Rail

Dixon Engineering's proposal of \$4,150 covers the following:

- Wash Out Sediment
- Preparing of Technical Specification, bid and recommendation.
- Weld Inspection Services

The total project cost is \$27,650 and will be paid out of the Water Fund 591.901.000.974.000. A budget amendment is necessary and is included with the third quarter budget amendments that are an action item later on the agenda.



**DIXON**

ENGINEERING AND  
INSPECTION SERVICES  
FOR THE COATING INDUSTRY

1104 Third Avenue  
Lake Odessa, MI 48849  
Telephone 1-616-374/3221  
Fax 1-616-374/7116

April 15, 2013

Village of Dexter  
8140 main St.  
Dexter, MI 48130-1092

Attn: Donna Dettling

Re: 500,000 Gallon Spheroid Water Storage Tank

Ms. Dettling:

Please find enclosed bid from Rays Welding for the repairs to your 500,000 gallon elevated water tower.

Dixon Engineering recommends award to Rays welding.

The repairs and installation of a mud valve to the tank will allow the Village personnel to drain accumulated mineral deposits from the tank while keeping the tank in service.

Rays welding is utilized by the majority of the tank painters and has completed similar work to the elevated structures for many years. The repairs are usually completed with a major recoating project. In this case this you are only performing weld repairs and if the painters were to bid, they would have an additional twenty percent added to the cost.

If you have any questions or concerns, please call me at 616-374-3221 ext. 310.

FOR DIXON ENGINEERING, INC..

Thomas Rounds  
Project Manager

Enclosures

Members: Steel Structures Painting Council  
American Water Works Association  
Consulting Engineers Council

**SECTION 00 43 73**  
**SCHEDULE of VALUES**

**1.01 PART 1**

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 05 00 00:

1. **EXPANSION JOINT REPLACEMENT**

Four thousand nine hundred \$ 4,900

2. **CONDENSATE LINE**

Two thousand three hundred \$ 2,300

3. **MUD VALVE**

Three thousand eight hundred \$ 3,800

4. **CATHODIC CLIPS AND COUPLING**

One thousand six hundred \$ 1,600

5. **SAFETY RAIL**

Ten thousand nine hundred \$ 10,900

TOTAL PRICE SECTION 05 00 00 INCLUDING #1 THROUGH #5:

Twenty-three thousand five hundred \$ 23,500



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Mahar Insurance Agency</b> P.O. Box 388 Dowagiac, MI 49047	CONTACT NAME: <b>DAVE MAHAR</b>	PHONE (A/C, No, Ext): <b>269-782-8646</b>	FAX (A/C, No): <b>269-782-7674</b>
	E-MAIL ADDRESS: <b>dava@maharinsurance.com</b>		
INSURED <b>RAY'S WELDING CO. INC.</b> 8469 HOLLYWOOD RD BERRIEN SPRINGS, MI 49103	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Nautilus</b>		
	INSURER B: <b>Market</b>		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJUL. BUSH INSR / WAIV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	BN956615	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS	<input type="checkbox"/>	XHU-188733	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Megan Mahar-Nate <i>M. Mahar-Nate</i>

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**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

<u>Thomas Rounds, Project Manager</u>	<u>March 25, 2013</u>
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.

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	\$135 per diem
	<i>(may be increased based on location)</i>	
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

2012-2013 Budget Amendments

General Fund 101

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
101-000-000-402-000	Property Tax Revenue	No	Revenue	\$ 1,832,700	\$ -	(\$ 55,600)	\$ 1,777,100
<b>Reason for Amendments</b> See attached memo summarizing tax tribunal cases							
101-000-000-696-000	Transfer in from DDA	No	Revenue	\$ 41,000	\$ -	\$ 3,000	\$ 44,000
<b>Reason for Amendments</b> Increased to cover legal fees paid for from general fund							
101-201-000-802-001	Finance - Audit	No	Expenditure	\$ 8,000	\$ -	(\$ 2,500)	\$ 5,500
<b>Reason for Amendments</b> Cost of audit was overbudgeted							
101-215-000-815-000	Clerk - Ordinance Publication	No	Expenditure	\$ 2,500	\$ -	(\$ 1,500)	\$ 1,000
<b>Reason for Amendments</b> Delay supplement due to pending changes to sewer use ordinance							
101-301-000-807-001	Police Services - School Officer	No	Expenditure	\$ 80,000	\$ -	(\$ 1,500)	\$ 78,500
<b>Reason for Amendments</b> Reduction due to employee use of short term disability							
101-441-000-704-000	Public Works - Salary	No	Expenditure	\$ 67,000	\$ -	(\$ 14,500)	\$ 52,500
<b>Reason for Amendments</b> Reduction due to increased activities in other departments							
101-728-000-802-000	Economic Development - Professional Services	No	Expenditure	\$ 10,000	\$ -	(\$ 1,000)	\$ 9,000
<b>Reason for Amendments</b> Invoices for ASTI being paid directly by DDA							
101-172-000-721-000	Village Manager Health Care	No	Expenditure	\$ 33,000	\$ -	\$ 4,000	\$ 37,000
<b>Reason for Amendments</b> Addition of employee in April 2013							
101-210-000-810-000	Attorney Fees	No	Expenditure	\$ 25,000	\$ -	\$ 10,000	\$ 35,000
<b>Reason for Amendments</b> Current projects include Mill Creek Park contract, dedication issues, Blackhawk case and use of general fund to cover DDA legal expenses							
101-441-000-721-000	Public Works - Health Care	No	Expenditure	\$ 35,000	\$ -	\$ 8,000	\$ 43,000
<b>Reason for Amendments</b> Addition of employee in July 2012							
101-528-000-805-000	Solid Waste - Contracted Services	No	Expenditure	\$ 463,000	\$ -	\$ 10,000	\$ 473,000
<b>Reason for Amendments</b> Final Cost for 11-12 was \$461,000 plus 2% increase which equals \$471,000. Have also seen increased commercial usage.							

APPROVED 4-22-13  
L-4

2012-2013 Budget Amendments

101-215-000-802-000 Clerk - Professional Services Yes Expenditure \$ - \$ 2,000 \$ 2,000

Reason for Amendments Cityhood Referendum Election

101-890-000-957-001 Property Tax Refunds No Expenditure \$ 3,000 \$ 30,000 \$ 33,000

Reason for Amendments See attached memo summarizing tax tribunal cases

Total change in Revenue - increase/(decrease): \$ (52,600)  
 Total change in Expenditures - increase/(decrease): \$ 43,000  
 Change to Overall Budget's revenue over expenditures: \$ (95,600)

Source of Reserves, if applicable: General Fund Reserve Balance as of 3rd Quarter - \$305,558.39

Municipal Street Fund 204

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
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204-000-000-403-000 Property Tax Revenue No Revenue \$ 538,100 \$ - \$ (16,500) \$ 521,600

Reason for Amendment See attached memo summarizing tax tribunal cases

204-248-000-957-001 Property Tax Refunds No Expenditure \$ 2,000 \$ - \$ 8,000 \$ 10,000

Reason for Amendment See attached memo summarizing tax tribunal cases

Total change in Revenue - increase/(decrease): \$ (16,500)  
 Total change in Expenditures - increase/(decrease): \$ 8,000  
 Change to Overall Budget's revenue over expenditures: \$ (24,500)

Source of Reserves, if applicable: See Attached Municipal Street Funds summary

2012-2013 Budget Amendments

Streetscape Debt 303

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
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303-248-000-957-001	Property Tax Refunds	No	Expenditure	\$ 500	\$ -	2,500	\$ 3,000
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Reason for Amendment See attached memo summarizing tax tribunal cases

Total change in Revenue - increase / (decrease): \$ -  
 Total change in Expenditures - increase / (decrease): \$ 2,500  
 Change to Overall Budget's revenue over expenditures:

Source of Reserves, if applicable: GO Bond Revenue from the County Reimbursement of Delinquent Taxes - \$3800

Sewer Fund 590

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
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590-850-000-996-006	SRF 2 Bond Interest Payment	No	Expenditure	\$ 50,000	\$ -	(16,500)	\$ 33,500
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Reason for Amendment Lower than budgeted payment required this fiscal year - actual interest payment required was \$1,768

590-548-000-937-000	Equipment Maintenance and Repair	No	Expenditure	\$ 25,000	\$ -	16,500	\$ 41,500
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Reason for Amendment Boiler Repair

Total change in Revenue - increase / (decrease):  
 Total change in Expenditures - increase / (decrease): \$ -  
 Change to Overall Budget's revenue over expenditures: No Change - Expenditures Offset

Source of Reserves, if applicable: N/A

2012-2013 Budget Amendments

Water Fund 591

Line Number	Line Description	New Line #?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
591-000-000-636-002	Water Tap Fees	No	Revenue	\$ 18,800	\$ -	\$ 45,600	\$ 64,400
<b>Reason for Amendment</b>	Increased number of tap fees - 18 residential, DAPCO payment #2 and Wellness Center payment #1						
591-000-000-695-404	Transfer in from DWRF Project Fund	Yes	Revenue	\$ -	\$ -	\$ 55,700	\$ 55,700
<b>Reason for Amendment</b>	NON CASH Transfer In - See Treasurer's Report for Explanation						
591-850-000-996-009	Bond Interest Payment - DWRF 2	No	Expenditure	\$ 13,000	\$ -	\$ 5,600	\$ 18,600
<b>Reason for Amendment</b>	Final bond amount was set upon project closeout in January 2013						
591-850-000-996-010	Bond Interest Payment - 2012 Refunding	No	Expenditure	\$ 34,000	\$ -	\$ 5,000	\$ 39,000
<b>Reason for Amendment</b>	Did not budget enough for first bond interest payment						
591-556-000-743-000	Equipment	No	Expenditure	\$ 25,000	\$ -	\$ 10,000	\$ 36,000
<b>Reason for Amendment</b>	Increased meter/battery purchases due to necessary replacements						
591-901-000-974-000	Capital Improvements	No	Expenditure	\$ -	\$ -	\$ 25,000	\$ 25,000
<b>Reason for Amendment</b>	Water Tower Work						
591-965-000-999-000	Transfer Out - Control	Yes	Expenditure	\$ -	\$ -	\$ 123,200	\$ 123,200
<b>Reason for Amendment</b>	NON CASH Transfer Out - See Treasurer's Report for Explanation						
		<i>Total change in Revenue - increase/(decrease):</i>		\$ 45,600			
		<i>Total change in Expenditures - increase/(decrease):</i>		\$ 45,600			
		<i>Change to Overall Budget's revenue over expenditures:</i>		\$ 0			

Source of Reserves, if applicable: N/A

Approved by Council on April 22, 2013

Carol J. Jones, Village of Dexter Clerk

**Changes to 2012 Tax Roll through Board of Review and Tax Tribunal  
Reduction to Revenue Lines**

Property Type	Changed by:	# of Parcels	Old TV	New TV	Operating	Streets	GO Bond	Interest	Total
Real Property	Board of Review	3	\$ 169,100	\$ 107,100	\$ (610)	\$ (179)	\$ (52)	\$ -	\$ (840)
Real - Hardship	Board of Review	1	\$ 67,100	\$ 26,500	\$ (399)	\$ (117)	\$ (34)	\$ -	\$ (550)
Personal Property	Board of Review	7	\$ 18,304,400	\$ 14,386,800	\$ (38,525)	\$ (11,312)	\$ (3,272)	\$ -	\$ (53,108)
Real Property	Tax Tribunal	3	\$ 6,451,257	\$ 4,811,236	\$ (16,127)	\$ (4,735)	\$ (1,370)	\$ (438)	\$ (22,670)
<b>Total</b>			\$ 24,991,857	\$ 19,331,636	\$ (55,661)	\$ (16,343)	\$ (4,727)	\$ (438)	\$ (77,169)

Note: A majority of the Personal Property Board of Review and Tax Tribunal changes were Dexter Fastener.

**Prior Year Tax Tribunal Changes to be Recorded as Expense**

Property Type	Taxpayer	Year	Old TV	New TV	Operating	Streets	GO Bond	Interest	Total
Real Property	Dexter Fastener	2010	\$ 4,503,139	\$ 3,713,286	\$ (7,752)	\$ (2,287)	\$ (667)	\$ -	\$ (10,707)
Real Property	Dexter Fastener	2011	\$ 4,408,300	\$ 3,450,786	\$ (9,398)	\$ (2,765)	\$ (817)	\$ -	\$ (12,980)
Real Property - IFT	Dexter Fastener	2010	\$ 2,070,000	\$ 1,637,950	\$ (2,120)	\$ (626)	\$ (183)	\$ (145)	\$ (3,073)
Real Property - IFT	Dexter Fastener	2011	\$ 1,905,300	\$ 1,561,075	\$ (1,689)	\$ (497)	\$ (147)	\$ (88)	\$ (2,421)
Real Property	Dexter Plaza	2011	\$ 897,500	\$ 659,570	\$ (2,335)	\$ (687)	\$ (203)	\$ -	\$ (3,225)
Real Property	Dexter Plaza	2012	\$ 844,800	\$ 659,570	\$ (1,821)	\$ (535)	\$ (155)	\$ -	\$ (2,511)
Real Property	Photo Systems	2011	\$ 945,713	\$ 750,000	\$ (1,921)	\$ (565)	\$ (167)	\$ -	\$ (2,653)
Real Property	Photo Systems	2012	\$ 971,247	\$ 725,000	\$ (2,422)	\$ (711)	\$ (206)	\$ -	\$ (3,338)
<b>Total</b>			\$ 16,545,999	\$ 13,157,237	\$ (29,459)	\$ (8,673)	\$ (2,545)	\$ (233)	\$ (40,910)

Note: The Dexter Fastener IFT parcels have already been paid out and are reflected in the revenue/expenditure reports. Interest costs unknown on other parcels.

Municipal Streets Fund Account Activity

Assumptions - Flat Millage Rate and Taxable Value; 3% Operating Cost Increase in Estimated Years

	Fund Balance at the end of 2011-2012	\$715,938	
Revenue	Expected Millage 2012-2013	\$523,757	Projected Activity
Revenue	Major/Local Streets Act 51/Interest	\$252,616	Projected Activity
Expense	Central Continued	(\$523,000)	Projected Activity
Expense	Local Streets Operating 2012-2013	(\$199,105)	Projected Activity
Expense	Forest Stormwater & Hudson, Second - Road/Sidewalk Project	(\$217,800)	Projected Activity
Expense	Possible Additional Cost for Completion of Hudson Sidewalk	(\$36,500)	Projected Activity
Expense	Repair of DBRP Storm Pipe	(\$19,900)	Projected Activity
Expense	Major Streets Operating 2012-2013	(\$194,315)	Projected Activity
Expense	Municipal Streets Admin 2012-2013 - Tax Tribunal	(\$10,000)	Projected Activity
Expense	Municipal Streets Admin 2012-2013	(\$40,400)	Projected Activity
	Expected Fund Balance at the end of 2012-2013	\$251,291	Projected Activity
Revenue	Expected Millage 2013-2014	\$523,757	Estimate
Revenue	Major/Local Streets Act 51/Interest	\$252,616	Estimate
Expense	Ann Arbor Street Project Design	(\$38,000)	Estimate
Expense	Central Design	(\$34,000)	Estimate
Expense	Ann Arbor Street Project Construction (Match/Crosswalks)	(\$135,000)	Estimate
Expense	Ann Arbor Street Project CA/CE/Testing	(\$77,000)	Estimate
Expense	Local Streets Operating 2013-2014	(\$205,078)	Estimate
Expense	Major Streets Operating 2013-2014	(\$200,144)	Estimate
Expense	Municipal Streets Admin 2013-2014	(\$41,612)	Estimate
	Expected Fund Balance at the end of 2013-2014	\$296,829	Estimate
Revenue	Expected Millage 2014-2015	\$523,757	Estimate
Revenue	Major/Local Streets Act 51/Interest	\$252,616	Estimate
Expense	Central Street Project (2nd to 3rd) CA/CE/Testing	(\$50,000)	Estimate
Expense	Central Street Project (2nd to 3rd) Construction	(\$133,334)	Estimate
Expense	Local Street/Sidewalk Project	(\$200,000)	Estimate
Expense	Local Streets Operating 2014-2015	(\$211,230)	Estimate
Expense	Major Streets Operating 2014-2015	(\$206,149)	Estimate
Expense	Municipal Streets Admin 2014-2015	(\$42,860)	Estimate
	Expected Fund Balance at the end of 2014-2015	\$229,629	Estimate
Revenue	Expected Millage 2015-2016	\$523,757	Estimate
Revenue	Major/Local Streets Act 51/Interest	\$252,616	Estimate
Expense	Local Streets Operating 2015-2016	(\$217,567)	Estimate
Expense	Major Streets Operating 2015-2016	(\$212,333)	Estimate
Expense	Municipal Streets Admin 2015-2016	(\$44,146)	Estimate
Expense	Local Street/Sidewalk Project	(\$200,000)	Estimate
	Expected Fund Balance at the end of 2015-2016	\$331,955	Estimate
Revenue	Expected Millage 2016-2017	\$523,757	Estimate
Revenue	Major/Local Streets Act 51/Interest	\$252,616	Estimate
Expense	Local Streets Operating 2016-2017	(\$224,094)	Estimate
Expense	Major Streets Operating 2016-2017	(\$218,703)	Estimate
Expense	Municipal Streets Admin 2016-2017	(\$45,471)	Estimate
Expense	Local Street/Sidewalk Project	(\$200,000)	Estimate
	Expected Fund Balance at the end of 2016-2017	\$420,060	Estimate



AGENDA 4-22-13  
ITEM L-5

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### Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager

From: Allison Bishop, AICP, Community Development Manager

Re: Discussion of- 2013-2018 CIP Planning Commission Recommendation

Date: April 17, 2013

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The Planning Commission held a public hearing on Monday, April 1, 2013 to hear public comment on the 2013-2018 Capital Improvements Plan (CIP).

The Planning Commission began review of the CIP in January and has subsequently had discussions in January, February and March.

Discussion about the CIP has included, but is not limited to:

1. Adding the project score to the summary worksheet
2. Concerns about maintenance of existing facilities, i.e. Mill Creek Park and other facilities
3. Adding PASAR rating to the streets worksheets, consider rating and project coordination (water, storm & sewer improvements) in priority level
4. Pedestrian Connectivity – as we attract visitors to the west side of the Village we must improve pedestrian connectivity throughout the community, especially along major thoroughfares
5. Walkabout Creek needs to be connected to sidewalk network
6. Crosswalk at schools and Baker Road is a priority need; collaboration with the school imperative; Safe Routes to Schools coordinator can provide assistance and access to funding; 5H Dexter Coalition a potential funding source
7. Update Zoning Ordinance – following adoption of a Master Plan is a good time to consider amendments to the Zoning Ordinance, specifically landscaping, signs and lighting, which all need review and improvement based on recent observations.
8. Public Restrooms – Top Priority in the downtown
9. Executive Summary
10. New Projects
11. Completed Projects

The CIP is a program that projects and coordinates public expenditures for improvements to the transportation and utility systems, municipal facilities, and other improvements over a six-year period. Preparation of the capital improvements plan is done under the authority of the Municipal Planning Commission Act (PA 33 of 2008). It is the Village Planning Commission's

goal that the CIP be used as a tool to implement the Village's Master Plan and assist is the Village's financial planning.

Included in your packet you will find the Planning Commission recommended 2013-2018 CIP, including:

Executive Summary  
Project Worksheets  
Project and Fund Summary

The Planning Commission passed the resolution included in the CIP and Council is being asked to adopt a similar resolution, also in the CIP, accepting the document for Village Council use as a guide to developing the FY 13-14 budget.

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

Thank you.

**VILLAGE OF DEXTER  
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION OF ADOPTION  
2013 - 2018 CAPITAL IMPROVEMENTS PROGRAM UPDATE**

WHEREAS, the Village of Dexter Planning Commission adopted the Master Plan on June 4, 2012, the said Master Plan recommends the adoption of an annually updated Capital Improvements Program to evaluate, prioritize, and structure the financing of public improvement projects; and

WHEREAS, Preparation of the capital improvements plan is done under the authority of the Municipal Planning Commission Act (PA 33 of 2008). It is the Village Planning Commission's goal that the CIP be used as a tool to implement the Village's Master Plan and assist in the Village's financial planning; and

WHEREAS, The State of Michigan provides for the development and use of a capital improvements plan in the Municipal Planning Act (Section 65, Act 33 of the Public Acts of 2008). "To further the desirable future development of the local unit of government under the master plan, a planning commission, after adoption of a master plan, shall annually prepare a capital improvements program of public structures and improvements, unless the planning commission is exempted from this requirement by charter or otherwise. If the planning commission is exempted, the legislative body either shall prepare and adopt a capital improvements program, separate from or as a part of the annual budget, or shall delegate the preparation of the capital improvements program to the chief elected official or a non-elected administrative official, subject to final approval by the legislative body. The capital improvements program shall show those public structures and improvements, in the general order of their priority that in the commission's judgment will be needed or desirable and can be undertaken within the ensuing 6-year period. The capital improvements program shall be based upon the requirements of the local unit of government for all types of public structures and improvements. Consequently, each agency or department of the local unit of government with authority for public structures or improvements shall upon request furnish the planning commission with lists, plans, and estimates of time and cost of those public structures and improvements."

WHEREAS, the Village of Dexter Planning Commission has systematically reviewed the 2013 – 2018 Capital Improvements Program, as well as the proposed improvements related to the Master Plan and its Addendums, the improvements proposed by the Village Department Heads, the Parks and Recreation Commission, the Downtown Development Authority; and

WHEREAS, the 2013 – 2018 Capital Improvements Program has been prepared to address said review of projects, and presents a public improvements program that focuses on the current and future needs of the residents of Dexter; and

WHEREAS, a duly noticed public hearing was held by the Planning Commission on April 1, 2013; and

WHEREAS, the Planning Commission has recommended approval of the 2013-2018 Capital Improvements Plan;

BE IT THEREFORE RESOLVED, that the Village of Dexter Village Council accepts the Planning Commission recommended 2013 – 2018 Capital Improvements Program as a guide in funding priority capital projects within the plan and to develop the FY 2013-2014 Budget.

MOVED BY:

SUPPORTED BY:

YEAS:

NAYS:

RESOLUTION DECLARED ADOPTED THIS \_\_\_\_\_ DAY OF April 2013.

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Shawn W. Keough, Village President

CERTIFIED BY:

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Carol J. Jones, Village Clerk