

**DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, JUNE 24, 2013**

**AGENDA 7-8-13**  
**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  
D. Fisher -ab  
J. Semifero

P. Cousins  
J. Knight-ab  
R. Tell

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Carol Jones, Village Clerk; Scott Maurer, Water and Sewer Department; Patrick Droze, Orchard, Hiltz & McCliment; Pat Cousins, Dexter District Library Board; residents and media.

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting – June 10, 2013

Motion Tell; support Cousins to approve the minutes of the Regular Council Meeting of June 10, 2013 with one correction on page 3, under Public Hearing – 2013-2014 Water/Sewer/Refuse Rates change the word *and* to *an* in the last sentence.

Unanimous voice vote for approval with Trustees Fisher and Knight absent

**D. PREARRANGED PARTICIPATION**

None

**E. APPROVAL OF THE AGENDA**

Motion Cousins; support Carson to approve the agenda as printed.

Unanimous voice vote for approval with Trustees Fisher and Knight 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. Huron River Watershed Council Dues Request
4. Thank You Note from Rotary

## I. REPORTS

### 1. Community Development Manager – Allison Bishop

Ms. Bishop submits her report as per packet and was not in attendance at the meeting.

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

#### *Dexter District Library Board Representative – Pat Cousins*

- Mrs. Cousins provided a report to Council on general library information and general programs that continue through the year. She highlighted that the library has approximately 13,000 visitors monthly and 153,000 yearly with the Dexter District Library open to the public more hours per week than any other single branch library system serving a population of 15,000 to 25,000 residents in the state.
- Spoke of possible cuts due to the repeal of the personal property tax and as it has not gone into effect as of yet, some items have been put back in the current budget. Budgeting for the coming year though with cuts in place at this time.
- Praised the Friends of the Library for their financial contributions from the monthly book sales and the participation of the Village and the Dexter Fire Department in the recent Big Truck day.
- The District Library is looking into refinancing the 2005 building bond at a lower rate of interest.

#### *Western Washtenaw Area Value Express Representative – Jim Carson*

Mr. Carson discussed the information included in the packet regarding the WAVE program cost analysis and answered questions regarding the cost analysis. Discussion followed on the WAVE budget.

### 2. Subcommittee Reports - None

Broad Redevelopment Committee  
Economic Preparedness  
Facilities  
Website

#### 4. Village Manager Report

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

- On July 10 there will be a Public Hearing on the Dextech annexation request at the County Building and not expecting any issues with the request.
- As of today, there are 16 resumes for the Village office position.
- Corrections have been made in the egress space at the Fire Department and have contacted MiOSHA to let them know that improvements have been made. Now there are some issues with the key pad entry that needs correcting.
- Ms. Nicholls reported on the utilities employment search and they have two top candidates and will have recommendations for the July 8<sup>th</sup> meeting. Both are excited to come to Dexter.
- Ms. Nicholls mentioned the MERS update from the actuarial report and discussion followed in becoming totally funded with a proposal to increase funding for 2013-2014.
- Ms. Nicholls spoke about the changes in the DDA boundaries and that the information has been sent to Scio Township who will send a download back to the Village to update our system. Also discussed was the demolition of the old DAPCO property and a question was raised regarding demolition under the power lines at this time.
- A question was raised regarding fireworks and can anything be done about the shooting of them since we do not have time to put an ordinance in place before the 4<sup>th</sup> of July.

#### 5. President's Report

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

- Thanked Trustees Tell and Semifero for attending the Safe Routes to School meeting.
- Have scheduled a Facilities committee meeting for July 9<sup>th</sup>.
- Looking to open up negotiations on employee contracts.
- Included in the packet was an update on the Interlocal Agreement for Council's review.

#### **J. CONSENT AGENDA**

1. Consideration of: Bills and Payroll in the amount of \$268,291.98
2. Consideration of: Commission/Committee Reappointments
3. Consideration of: Closure of Central Street from 9:00 a.m. Wednesday, August 7, 2013 to 1:00 p.m. Sunday, August 11, 2013 for Dexter Daze

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

Unanimous voice vote for approval with Trustees Fisher and Knight absent

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

1. Discussion of: Cityhood Next Steps

Ms. Nicholls reported on the locations to obtain petitions for the Charter Commission election in November.

2. Consideration of: Resolution for the Purpose of Establishing Water, Sewer and Refuse Rates Effective July 1, 2013

***Motion to Postpone from June 10, 2013 meeting***

*Motion Tell; support Fisher to postpone action on the resolution for the purpose of establishing Water, Sewer and Refuse Rates at this time.*

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

*Nays: None*

*Absent: Carson*

*Motion carries*

Motion Tell; support Semifero to move the resolution to establish Water, Sewer and Refuse Rates for the Village of Dexter for the 2013-2014 Fiscal Year.

Ayes: Carson, Cousins, Semifero, Tell and Keough

Nays: None

Absent: Fisher and Knight

Motion carries

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

1. Consideration of: Resolution of Adoption of 2013-2014 Budget

Motion Semifero; support Tell to adopt the 2013-2014 Budget with an increase in the payment to MERS of \$15,480.

Motion Cousins; support Carson to amend the original motion and add \$5,000 for the First Street Park shelter and \$10,000 for an additional WAVE contribution to be divided between funds Contribution to WAVE for \$5,000 and Wave Door to Door for \$5,000.

Ayes: Cousins, Tell and Carson

Nays: Semifero and Keough

Absent: Fisher and Knight

Motion fails as four votes are needed for budget motions

Original Motion Semifero; support Tell to adopt the 2013-2014 Budget with an increase in the payment to MERS of \$15,480.

Ayes: Semifero, Tell, Carson and Keough  
Nays: Cousins  
Absent: Fisher and Knight  
Motion carries 4 to 1

2. Consideration of: Village Manager Employment Agreement

Motion Semifero; support Carson to approve the Village Manager Employment Agreement.

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

3. Consideration of: Village Treasurer Employment Agreement

Motion Tell; support Carson to approve the Village Treasurer Employment Agreement.

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

4. Consideration of: Resolution of Support for MDOT Grant Funding for Safe Routes to School Infrastructure Funding

Motion Carson; support Semifero to postpone the vote on the resolution of support for MDOT Grant Funding for Safe Routes to School infrastructure funding.

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

5. Consideration of: 2013-2018 Middle Huron Partnership and Stormwater Advisory Group Contract

Motion Cousins; support Semifero to approve the 2013-2018 Middle Huron Partnership and Stormwater Advisory Group Contract.

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

6. Consideration of: 2012-2013 Budget Amendments

Motion Semifero; support Carson to approve the 2012-2013 Budget amendments as presented.

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

**M. COUNCIL COMMENTS**

|          |  |
|----------|--|
| Cousins  | None   |
| Semifero | Requested an update on the road and street maintenance at the next Council meeting.  |
| Jones    | Reported that not only did Fireman Kyle represent the Dexter Fire Department at the Big Truck day at the Dexter Library; he also rescued two kittens from the house fire on North Territorial Road the next day. |
| Tell     | None   |
| Carson   | Spoke about the recent Scio Township newsletter regarding their road maintenance plan and that they will be holding a meeting on Thursday, June 27 at WISD to unveil their plans for special assessment.         |
| Fisher   | Absent   |
| Knight   | Absent   |

**N. NON-ARRANGED PARTICIPATION**

None

**O. ADJOURNMENT**

Motion Cousins; support Tell to adjourn at 10:10 PM.

Unanimous voice vote for approval with Trustees Fisher and Knight

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

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

AGENDA 7-8-13  
ITEM D

July 1, 2013

Shawn Keough  
8222 Webster  
Dexter, MI 48130

Dear Shawn,

Thank you for allowing me to address the Dexter Village Council on July 8<sup>th</sup>.

The purpose for revisiting you and your fellow council members is to update you on the strategies Chelsea-Area Wellness Foundation is employing in Dexter and throughout our service area.

The first strategy is Wellness Centers. Our Board of Directors believes the availability of Wellness Centers in our service area is a tangible, effective way to encourage the population to move more and connect with others. Through use of the Dexter Wellness Center for community education and other community activities the center will become a hub of wellness beyond exercise. To fulfill this intent we have medically integrated programs, drop in programs, and by fall we will have classes available for non-members and members alike. The Dexter Wellness Center is hosting free diabetes education classes this summer and we anticipate making other comparable opportunities available over time.

Our second strategy is the 5 Healthy Towns initiative (5H). The Dexter Wellness Coalition is the face of 5H in Dexter. I am particularly interested in explaining the Wellness Coalition's responsibility to the Dexter community and how they interact with CWF.

I provided you with copies of a card that briefly describes 5H and a smaller piece that talks about the wellness coalitions and their role. I am also including a Coalition Description that is by no means prescriptive, but does serve as a guide to wellness coalitions in all five towns. I hope these high-level pieces will stimulate questions among the council-members.

I look forward to our meeting.

Sincerely,

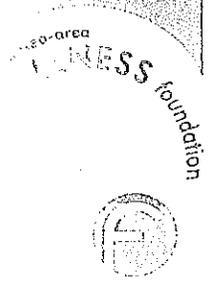
Amy Heydlauff, RN, MHSA  
Executive Director

Cc: Jeff Hardcastle, CWF Board Chair

10 N. Main  
Suite 203  
Chelsea, MI  
48118

(413) 433-4599

5healthytowns.org



# Wellness Coalition

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## Purpose

From the perspective of CWF, the purpose of the Wellness Coalition is to coordinate and lead their community's effort to create a culture of wellness and bring about sustainable improvements in the health of the community. The Wellness Coalition will be responsible for the development of the 5H comprehensive wellness plan.

## Membership

Wellness Coalitions will develop plans that are comprehensive; representing a variety of community stakeholders; addressing policy, behavior, infrastructure and systems; and inclusive of the four CWF vision elements. Plans will be based on needs identified through data analysis. Plans most likely to succeed are supported by the right expertise, skill and enthusiasm. Therefore, coalitions benefit from including the school systems, service groups, libraries, faith based organizations, local government, businesses, health care providers and individuals knowledgeable about or interested in the concept of community wellness.

## Wellness Coalitions:

- Understand the CWF comprehensive wellness planning process
- Determine community wellness-related needs
- Identify interventions to meet community wellness-related needs
- Determine funding requirements and the organizations who will seek funds
- Oversee planning & execution of plans
- Advocate for wellness-related projects & policy
- Assist in identification of ideas, experts, data and other relevant community resources and connect resources as necessary
- Assist in development and implementation of methods to engage the community
- Engage in evaluation of plan effectiveness

## Structure

Each Wellness Coalition will determine their Coalition's functional structure, meeting formats, documentation archiving and other operational details.

## Role of CWF

Chelsea-Area Wellness Foundation will serve in a Wellness Coalition support role to the extent the Coalitions require or request our assistance in any of the following areas

### Guide vision and strategy

Connect aligned activities and organizations

Provide channels for communication

Identify resources (ideas, experts, data, funding opportunities...) and make connections within and outside the community

Coordinate or assist with public relations, marketing and the building of public interest and investment

Provide educational opportunities

Support during all phases of development, execution and evaluation of wellness plans

Set and communicate an annual 5H budget for CWF and oversee the CWF funding process

Other support identified by CWF and Wellness Coalitions

# 2013 Meeting Calendar

| Board  | Date      | Time      | Location                           | Website   | Village Representative       |
|--|-----------|-----------|------------------------------------|---|------------------------------|
| Dexter Village Council                               | 7/8/2013  | 7:30 p.m. | Dexter Senior Center               | <a href="http://www.dextermi.gov">http://www.dextermi.gov</a>               |                              |
| Scio Township Planning                               | 7/8/2013  | 7:30 p.m. | Scio Township Hall                 | <a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>     |                              |
| 5H - Dexter Coalition                                | 7/9/2013  | 5:30 p.m. | Copeland Board Room                |   | Paul Cousins, Donna Dettling |
| Scio Township Board                                  | 7/9/2013  | 7:00 p.m. | Scio Township Hall                 | <a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>     |                              |
| Dexter Area Chamber of Commerce                      | 7/10/2013 | 8:15 a.m. | Copeland Board Room                |   | Julie Knight                 |
| Regional Fire Consolidation                          | 7/10/2013 | 8:30 a.m. | Scio Township Hall                 | <a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>   | Shawn Keough                 |
| Washtenaw County Board of Commissioners              | 7/10/2013 | 6:45 p.m. | Board Room, Admin Building         |   |                              |
| Gateway Initiative (Big 400)                         | 7/12/2013 | 9:30 a.m. | Waterloo Recreation Area           | <a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>         | Paul Cousins, Carol Jones    |
| Chelsea Area Planning Team/Dexter Area Regional Team | 7/15/2013 | 7:00 p.m. | Dexter Senior Center               | <a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>         | Jim Carson                   |
| Dexter Community Schools Board of Education          | 7/15/2013 | 7:00 p.m. | Copeland Board Room                | <a href="http://dexterschools.org/">http://dexterschools.org/</a>           |                              |
| Dexter Township Board                                | 7/16/2013 | 7:00 p.m. | Dexter Township Hall               | <a href="http://www.twp-dexter.org/">http://www.twp-dexter.org/</a>         |                              |
| Dexter Village Parks Commission                      | 7/16/2013 | 7:00 p.m. | Village Offices                    | <a href="http://www.dextermi.gov">http://www.dextermi.gov</a>               | Donna Fisher                 |
| Webster Township Board                               | 7/16/2013 | 7:30 p.m. | Webster Township Hall              | <a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>   |                              |
| Dexter Downtown Development Authority                | 7/17/2013 | 7:30 a.m. | Senior Center                      | <a href="http://www.dextermi.gov">http://www.dextermi.gov</a>               | Shawn Keough                 |
| Washtenaw Area Transportation Study-Policy           | 7/17/2013 | 9:30 a.m. | Scio Township Hall                 | <a href="http://www.miwats.org/">http://www.miwats.org/</a>                 | Jim Carson                   |
| Dexter Area Fire Board                               | 7/18/2013 | 6:00 p.m. | Dexter Township Hall               | <a href="http://dexterareafire.org/">http://dexterareafire.org/</a>         | Ray Tell/Jim Seto            |
| Healthy Community Steering Committee                 | 7/18/2013 | 8:30 a.m. | Chelsea Hospital - White Oak Room  |   | Paul Cousins                 |
| Dexter Village Council                               | 7/22/2013 | 7:30 p.m. | Dexter Senior Center               | <a href="http://www.dextermi.gov">http://www.dextermi.gov</a>               |                              |
| Scio Township Planning                               | 7/22/2013 | 7:30 p.m. | Scio Township Hall                 | <a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>     |                              |
| Scio Township Board                                  | 7/23/2013 | 7:00 p.m. | Scio Township Hall                 | <a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>     |                              |
| Western Washtenaw Area Value Express                 | 7/23/2013 | 8:15 a.m. | Chelsea Community Hospital         | <a href="http://www.ridethewavebus.org/">http://www.ridethewavebus.org/</a> | Jim Carson                   |
| Farmers Market/Community Garden Oversight            | 7/24/2013 | 5:30 p.m. | Village Offices                    | <a href="http://www.dextermi.gov">http://www.dextermi.gov</a>               | Julie Knight                 |
| Huron River Watershed Council                        | 7/25/2013 | 5:30 p.m. | 1100 N. Main, Suite 210, Ann Arbor | <a href="http://www.hrwc.org/">http://www.hrwc.org/</a>                     | Paul Cousins                 |

AGENDA 7-8-13  
 ITEM 4-1

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



2013 Temporary Sign Requests

AGENDA 7-8-13  
ITEM H-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           | 5/19-5/22    | 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)            |           | Dexter Senior Cit- Ice Cream Social | 5/25-6/2     | 5 - 18" X 24"   | 5/3/2013      | 1, 4, 44, 2, 5   |
|           | K of C - Quarter Mainia  | 1/9-1/24  | 5 - 18" x 24"   | 1/9/2013      | 1, 2, 4, 5, 10   |           | Dexter Soccer Club-Tryouts          | 6/1-6/17     | 5 - 18" X 24"   | 5/9/2013      | 4, 44, 5, 11, 32 |
|           | Mill Creek Middle - Blood Drive  | 1/17-1/24 | 2 - 18" x 24"   | 1/16/2013     | 21 (2)           |           | St. Andrew's rummage sale           | 5/25-6/6     | 5 - 18 X 24     | 5/16/2013     | 1, 4, 5, 2, 38   |
| February  | K of C - Rummage Sale  | 1/24-2/8  | 5 - 18" x 24"   | 1/8/2013      | 1, 2, 4, 5, 10   |           | 3rd Annual Fun Day/Fundraiser       | 6/9-6/23     | 5 - 18 X 24     | 5/24/2013     | 1, 2, 4, 5, 10   |
|           | Friends of the Library - Book Sale   | 1/31-2/2  | 5 - 18" x 24"   | 12/5/2012     | 1, 4, 16, 19, 20 |           | Parade of Homes                     | 6/19-6/23    | 5 - 18 X 24     | 5/30/2013     | 1                |
|           | St. Andrew's - Monthly Dinner  | 2/4-2/7   | 1 - 36" x 24"   | 1/9/2013      | 8                |           | Walking Wellness Program 5H         | 6/1-6/8      | 5 - 18 X 24     | 6/30/2013     | 1, 2, 4, 5, 44   |
|           | High School Drama Club - Play  | 1/26-2/10 | 3 - 18" x 24"   | 1/11/2013     | 1, 2, 4, 5, 44   |           | Breast Cancer Walk/Local Fundraiser | 6/16-6/29    | 5 - 18 X 24     | 6/3/2013      | 1, 2, 4, 44, 10  |
| March     | Education Foundation - Auction   | 2/6-2/24  | 3 - 18" x 24"   | 1/23/2013     | 1, 2, 4, 5, 44   |           | Relay for Life                      | 6/11-6/16    | 3 - 18 x 24     | 6/11/2013     | 1, 10, 44        |
|           | Little League - Sign Ups   | 2/6-2/22  | 5 - 18" x 24"   | 1/7/2013      | 1, 4, 5, 44 (2)  | July      | St. Joseph - Flea Market            | 5/27-7/13    | 4 - 18" x 24"   | 3/14/2013     | 1, 4, 5, 38, 44  |
|           | Encore - Intermittent  | 2/7-3/3   | 1 - 36" x 24"   | 12/3/2012     | 15               |           | St. Joseph - Parish Festival        | 7/6-7/22     | 1 - 4' x 4'     | 3/14/2013     | 1, 2, 4, 5, 10   |
|           | Friends of the Library - Book Sale   | 2/28-3/2  | 5 - 18" x 24"   | 12/5/2012     | 1, 4, 16, 19, 20 | August    | St. Andrew's Red Cross Blood Drive  | 7/6-7/22     | 2 - 28 X 22     | 5/16/2013     | 6, 22            |
| April     | Community Band - Concert   | 2/18-3/3  | 1 - 18" x 24"   | 2/18/2013     | 1, 3, 5          |           | St. James Episcopal                 | 7/27-8/10/13 | 3 - 2' X 2'     | 6/24/2013     | 1, 4, 5          |
|           | St. Andrew's - Monthly Dinner  | 3/4-3/7   | 1 - 36" x 24"   | 1/3/2013      | 8                |           | Encore - Intermittent               | 7/11-8/11    | 1 - 36" x 24"   | 12/8/2012     | 15               |
|           | Historical Society - Art Fair  | 2/23-3/9  | 5 - 18" x 24"   | 1/24/2013     | 1, 2, 4, 10, 5   | August    | Friends of the Library - Book Sale  | 8/8-8/10     | 5 - 18" x 24"   | 12/5/2012     | 1, 4, 16, 19, 20 |
|           | Peace Lutheran - Easter Egg Hunt   | 3/9-3/23  | 1 - 2' x 30"    | 2/21/2013     | 1                |           | St. Andrew's - Monthly Dinner       | 8/30-9/5     | 1 - 36" x 24"   | 1/3/2013      | 8                |
| May       | High School Drama Club - Play  | 3/2-3/10  | 1 - 3' x 4'     | 2/25/2013     | 3                |           | St. Andrew's - Blood Drive          | 9/12-9/23    | 2 - 28" x 22"   | 1/3/2013      | 8 (2)            |
|           | Community Orchestra - Concert  | 3/2-3/17  | 2 - 3' x 4'     | 2/26/2013     | 1, 5             | September | United Methodist - Rummage Sale     | 9/16-9/28    | 3 - 18" x 24"   | 3/28/2013     | 1, 2, 4, 5, 44   |
|           | Knights of Columbus - Quaterman  | 3/7-3/21  | 5 - 18" x 24"   | 3/5/2013      | 1, 2, 4, 5, 10   |           | Encore - Intermittent               | 9/26-10/20   | 1 - 36" x 24"   | 12/3/2012     | 15               |
|           | Connexions Church - Egg Hunt   | 3/25-3/31 | 1 - 3' x 5'     | 3/21/2013     | 9                | October   | Friends of the Library - Book Sale  | 10/31-11/2   | 5 - 18" x 24"   | 12/5/2012     | 1, 4, 16, 19, 20 |
| June      | Encore - Intermittent  | 3/28-4/14 | 1 - 36" x 24"   | 12/3/2012     | 15               |           | St. Andrew's - Monthly Dinner       | 9/30-10/3    | 1 - 36" x 24"   | 1/3/2013      | 8                |
|           | Friends of the Library - Book Sale   | 4/4-4/6   | 5 - 18" x 24"   | 12/5/2012     | 1, 4, 16, 19, 20 | November  | Friends of the Library - Book Sale  | 10/31-11/2   | 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 - Monthly Dinner       | 11/4-11/7    | 1 - 36" x 24"   | 1/3/2013      | 8                |
|           | St. Andrew's - Blood Drive   | 4/17-4/22 | 2 - 28" x 22"   | 1/3/2013      | 8 (2)            | December  | Encore - Intermittent               | 11/22-12/22  | 1 - 36" x 24"   | 12/3/2012     | 15               |
| July      | High School Drama Club - Play  | 4/6-4/21  | 3 - 18" x 24"   | 2/25/2013     | 2, 4, 5, 44, 3   |           | Friends of the Library - Book Sale  | 12/5-12/7    | 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       | 12/2-12/5    | 1 - 36" x 24"   | 1/3/2013      | 8                |
|           | United Methodist - Rummage Sale  | 4/15-4/27 | 3 - 18" x 24"   | 3/28/2013     | 1, 2, 4, 5, 44   |           | Encore - Intermittent               | 11/22-12/22  | 1 - 36" x 24"   | 12/3/2012     | 15               |
|           | Community Band - Concert   | 4/17-4/28 | 1 - 18" x 24"   | 2/18/2013     | 1, 3, 5          |           | Friends of the Library - Book Sale  | 12/5-12/7    | 5 - 18" x 24"   | 12/5/2012     | 1, 4, 16, 19, 20 |
| August    | 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       | 12/2-12/5    | 1 - 36" x 24"   | 1/3/2013      | 8                |
|           | St. Andrew's - Monthly Dinner  | 4/29-5/2  | 1 - 36" x 24"   | 1/3/2013      | 8                |           | Encore - Intermittent               | 11/22-12/22  | 1 - 36" x 24"   | 12/3/2012     | 15               |
|           | St. Andrew's - Annual Quilt Show   | 4/23-5/4  | 1 2x8           | 4/22/2013     | 8                |           | Friends of the Library - Book Sale  | 12/5-12/7    | 5 - 18" x 24"   | 12/5/2012     | 1, 4, 16, 19, 20 |
|           | St. Joseph Church-Plant Sale   | 5/4-5/19  | 5 18x24         | 5/17/2013     | 1, 4, 2, 5, 10   |           | St. Andrew's - Monthly Dinner       | 12/2-12/5    | 1 - 36" x 24"   | 1/3/2013      | 8                |
| September | K of C - Chicken Broil   | 5/17-5/28 | 5 18x24         | 5/17/2013     | 1, 2, 4, 5, 44   |           | Encore - Intermittent               | 11/22-12/22  | 1 - 36" x 24"   | 12/3/2012     | 15               |
|           | Encore - Intermittent  | 5/16-6/9  | 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 |
|           | Friends of the Library - Book Sale   | 5/30-6/1  | 5 - 18" x 24"   | 12/5/2012     | 1, 4, 16, 19, 20 |           | St. Andrew's - Monthly Dinner       | 12/2-12/5    | 1 - 36" x 24"   | 1/3/2013      | 8                |
|           | Historical Society-Civil War Days  | 5/12-6/10 | 5 - 18 X 27     | 4/24/2013     | 1, 4, 44, 2, 5   |           | Encore - Intermittent               | 11/22-12/22  | 1 - 36" x 24"   | 12/3/2012     | 15               |
| October   | 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 Invarness, 14 - 7720 Ann Arbor Street, 15 - S. Main/Broad, 16 - N. Main/Broad, 17 - Edison/Ann Arbor Street, 18 - Dover/Fifth, 19 - Central/Fifth, 20 - Broad/Fifth, 21 - Mill Creek Middle School, 22 - Fourth/Inverness, 23 - Dexter Bakery, 24 - Lighthouse, 25 - Dexter Pharmacy, 26 - Warner Creek Park Driveway, 27 - Dexter Flowers, 28 - Terry Bs, 29 - 7915 Ann Arbor St, 30 - 7915 Fourth, 31 - 7851 Dan Holey, 32 - Wylie, 33-Lions Park, 35-Dexter Crossing Entrance, 36 - Dan Holey/Dexter Ann Arbor, 37 - Dover/Main, 38 - Fourth/Central, 39 - Baker/Hudson, 40 - Inverness/Ann Arbor, 41 - Main/Jeffords, 42 - Third/Broad, 43 - 3rd/Dover, 44 - Ryan/Dexter Ann Arbor, 45 - Meadowview/Dexter Ann Arbor, 46 - Ice Rink |           |                 |               |                  |           |                                     |              |                 |               |                  |
|           |  |           |                 |               |                  |           |                                     |              |                 |               |                  |
|           |  |           |                 |               |                  |           |                                     |              |                 |               |                  |
|           |  |           |                 |               |                  |           |                                     |              |                 |               |                  |



# Scio Township

Spring 2013

COMMUNITY REPORT

AGENDA 7-8-13

ITEM H-3

By LEW KIDDER, LOCAL ROADS COMMITTEE CHAIR

## Scio Roads

### In this issue:

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For the past five years, we've periodically used this newsletter to discuss issues regarding the care and maintenance of public roads in Scio Township. Just how many roads are there? Why did they fall into such lousy condition? Why isn't the Road Commission fixing them? Is there anything that can be done?

Along the way, we discovered a few answers as well. For instance: "111.7" – as in the total number of miles of public roads in the Township. And: "not enough money" – as the short (but not so sweet) response to why they have deteriorated over the years and why the Road Commission can't keep up.

We've also taken some preliminary steps to fix them too. Five residential and two business neighborhoods have adopted localized Special Assessment Districts (SADs) over the past five years to raise the money needed to fix their own roads. And three more are set to do the same in 2013.

Even taken in total, however, all of our efforts to date still leaves nearly 100 miles yet to be addressed. So, operating on the theory that a well-maintained system of roads is critical to nearly every facet of life in the Township, the Scio Board of Trustees is now considering a more comprehensive plan.

### Some Background

#### A System In Four Parts

Excluding I-94 & M-14, there are only two formal categories of public roads in Scio Township: County Primary and County Local.

#### County Primary

Some 50.5 miles fall into this category, including roads like Jackson, Zeeb, Wagner, Scio Church, Parker, Dexter-Ann Arbor, Miller, and Huron River Drive. The Road Commission currently gets about \$10,000/mile/year for these – which, if you remember previous discussions, is just about enough to keep up with a minimum program of regular maintenance. Not a king's ransom, not by a longshot; but enough, at least for now.

#### County Local – Three Categories

Unfortunately, our 61.2 miles of "local" roads are not funded nearly as well. Right now, the state distribution formula provides roughly \$2,900/mile/year for those – which is about what's needed to just do routine maintenance (like plowing snow, grading gravel, and patching potholes), but leaves nothing in reserve for more major projects. Adding a new course of gravel or limestone to an unpaved road will set us back somewhere around \$80,000/mile, while the bill for resurfacing a mile of paved road starts at \$120,000 and can easily go up to \$300,000. To better understand Scio's "local road"

*Scio Roads continued on page 2*



*Have the Date*  
 Saturday, July 13, 2013  
 5<sup>th</sup> ANNUAL  
 Jackson Rd. 413  
 Grading  
 For more information, go to  
[rrcwi.se.org](http://rrcwi.se.org)

Nearly three-quarters of these roads are rated in good or fair condition by both the Scio Road Condition Index (ScioRCI) and the PASER scale.

category, however, the Township has found it useful to divide them into three sub-categories: residential, business, and connector. Here's a brief look at each:

#### **Residential Neighborhoods - 31.0 miles**

Primary use is providing access to and from dwellings that either front directly on those streets or must use the streets to reach their property. Some of these roads are hard-surfaced, such as those in subdivisions like The Meadowinds, Scio Hills, Vienna Woods, and The Polo Fields. Others – like Liberty Hills, Buena Vista, and Woodlea Park – are unpaved.

#### **Business Neighborhoods - 4.3 miles**

This designation applies to 13 dead-end roads or sets of roads which lie in the Jackson and Baker Road corridor and are included in Scio Township's DDA (Downtown Development Authority). They include Jackson Plaza, Aprill, Parkland Plaza, Little Lake, Eagle Pointe, Haecussler, Jackson Industrial, Interface, North Staebler, Metty, Enterprise, Dino, and Newman. Primary use is providing access to and from businesses in a particular development, though Parkland Plaza/Little Lake/Eagle Pointe serves a mixed neighborhood of residential & business owners.

#### **Local Connectors - 25.9 miles**

These roads do provide access to residential properties, but they also serve as important connections to multiple parts of the Township. Examples include The Delhis (East, West, North), Marshall, Streiter, Park, Knight, Scio Ridge, and the portion of Liberty lying west of Zeeb. A few of these streets have hard surfaces (Scio Ridge, most prominently), but most are unpaved.

total in the Residential Neighborhood category were in good or fair condition – and all of those were in the two newest subdivisions: Arbor Pointe (at the northwest corner of Zeeb & Park) and The Gallery at the Polo Fields (off Liberty, just east of Zeeb). The remaining 87.3% were in poor or failed condition in at least one of the two categories (surface quality & drainage), and many in both.

Since roads in residential neighborhoods are almost exclusively used for access to the homes therein, the Township felt it was fair that any rehabilitation on them should be funded by the property owners who would reap the benefit. Thus began Scio's program for local SADs, with some promising results. In the last four years, 7.91 miles of road has been rebuilt by this method in neighborhoods like Scio Hills, Wing Meadows, The Uplands of Scio, and The Polo Fields, which means in turn that the number of miles in good condition has increased from 12.3% of the total to 38.2%. That leaves much still to do, of course, but at least we have a proven system that can be used by any neighborhood willing to assume control of its own destiny.

#### **Business Neighborhoods**

When it comes to who should fix a road, Business Neighborhoods are essentially in the same boat as their residential cousins. Six years ago, all but 0.24 miles in this category were in poor or failed condition. The exception was Eagle Pointe Drive, built more recently to accommodate the Lake Stone Apartments. In 2008, Jackson Plaza and Aprill Drive undertook separate SADs to finance an overlay of their roads, and later this summer, Parkland Plaza, Little Lake Drive, Haecussler Court, and Newman Boulevard will be doing the same. That will add an additional 1.7 miles to the positive side of the maintenance cycle, meaning 45% of roads in this category will then be in good condition. That leaves 55% still to go – but again, we have a proven system that can be used by the owners on these roads.

#### **The Orphan Roads - The Connectors**

That leaves just the Connector Roads to examine, and here, the news is not quite so rosy. Six years ago, only two tiny segments in this entire 25.9-mile system were good or fair condition: the first 0.5 mile of Staebler lying south of Jackson, which was paved more recently by the developers of a new subdivision (Kirkway of Scio) and a very short (450') stretch of Park that was paved by the developers of Scio Town Center. All of the rest, 25.3 of the 25.9 miles, were in poor or failed condition.

Since then, a couple segments have been improved. One was the paving of a very short (0.2 miles) stretch of Park between Scio Town Center Drive and West Birkdale. This was an expensive project (\$300,000) that was funded by a neighborhood SAD. The second involved a 1.56-mile stretch of North Maple; this unpaved segment got 6" of new material (limestone), plus some additional ditching to improve drainage.

Unfortunately, neither of the two recent projects points to a more comprehensive approach. The Park Road SAD was made possible largely because of an unusually high concentration of homeowners that were totally fed up with the condition of the road and were willing to tolerate significant assessments (as high as \$5,000/parcel) to fix it. Most of the remaining connector roads do not have such density of ownership. And the treated portion of North Maple Road is actually a township line road, with Scio

The ScioRCI is a system designed by the Township's Roads Committee; it rates the quality of both the road surface and drainage on all Township public roads and can be found on the Township's website. The PASER is an industry-wide system (used in this case by the Road Commission) that rates the quality of pavement, but it can not be used on unpaved roads and makes no attempt to assess the quality of drainage.

#### **Here's What Has Worked**

As one might infer from our brief discussion of funding levels, the Primary Roads in Scio should be holding their own. And even though things are far from perfect, that turns out to be true. Nearly three-quarters of these roads are rated in good or fair condition by both the Scio Road Condition Index (ScioRCI) and the PASER scale. There are exceptions of course, as anyone who drives the section of Scio Church Road between Wagner and Oak Valley can attest. Same thing for Parker between Scio Church and Jackson, Shield between Baker & Parker, Joy between Zeeb & the Village of Dexter, and Huron River Drive between Dexter Metropark and Mast. But overall, the Road Commission appears to be keeping up with most of the issues presented by the primary roads.

#### **Residential Neighborhoods**

The situation is different in the three categories of local roads, however. Four years ago, only 3.94 miles of the 31.0

These are our roads, and every day they are ignored, the problem gets worse.

shifting the responsibility and cost with three other townships. No other local road in Scio shares this characteristic.

How bad are the rest of the connector roads? Pretty dismal. For a reality check, you could check out the ScioRCI on the Township's website at:

<http://www.scio.org/boards-commissions/local-roads-advisory-committee/>

Or you could talk to anyone who has to use East Delhi, Or West Delhi. Or Marshall, or Park, or Streiter. Most of these roads are non-paved and badly in need of additional of new material – which they haven't seen for almost 20 years. Unfortunately, because the roads provide connections among multiple communities both in and outside of the Township, the neighborhood SAD process does not provide a viable solution.

### Where Do We Go from Here?

Good news? We have a system (the neighborhood SAD) that, at least for the near future, responsibly addresses 77% (93.8 miles) of the roads in Scio Township. Our challenge? What to do with the remaining 23% – the "orphan" connector roads. These roads are critical to the future of the Township, providing indispensable links in a comprehensive transportation network. As we noted earlier, there isn't nearly enough money in the current system to address their needs and there is virtually no chance that someone else will ride to our rescue. These are our roads, and every day they are ignored, the problem gets worse on multiple fronts: negatively affecting our quality of life; damaging our vehicles; decreasing the value of our property; negatively affecting business decisions; and escalating future costs.

### One Possible Solution

Taking those factors into account, the Township has proposed the establishment of a Township-wide Special Assessment District to fund the following:

1. A three-phase plan to upgrade our connector roads
  - a. Phase 1: Update the majority of the 25+ miles of connector roads as called for in the accompanying list (see page 4). Most will get the basic upgrade: 6" of new material (either road gravel or limestone) over the entire length, plus spot ditching.
  - b. Phase 2: Upgrade North Delhi, from Huron River Drive to Eastgate Drive. With significant traffic now using this segment (much of it from outside the Township) the steep, curvy hill no longer works as a gravel road; whatever material we add is washed down to the Huron River in the next major rain storm. The plan calls for it to be paved.
  - c. Phase 3: The portion of West Liberty that periodically disappears under water. Engineering studies will be needed to determine the solution with the best value.
 

*NOTE: Both Phase 2 and 3 will require detailed planning and therefore will not be undertaken until after Phase 1 is complete.*
2. Provide maintenance on the connector roads over the balance of the ten-year SAD.
3. Provide modest cash grants to residential or business



neighborhoods who are willing establish local SADs to upgrade their own roads.

4. Provide regular maintenance over the balance of the ten-year SAD on all roads in residential and business neighborhoods which have updated their internal roads since 2007.
5. Provide modest funding for projects such as crosswalks and safety lighting.

### Additional Details:

- A. Cost of the program: expected to be between \$82.00 and \$85.00/parcel/year.
- B. Length of the SAD: 10 years.
- C. How much money will it raise? About \$500,000/year.
- D. Can I pay in advance? Yes: You can pay the assessment up front and be done with it.
- E. What if I choose the "installment plan"? The assessment will come as an line item on your December property tax bill. The annual amount will be between \$82 and \$85 plus applicable interest (if any).
- F. Is it deductible on my income tax? Most experts say it is not a "tax" and is therefore not deductible but check with your tax preparer.
- G. What neighborhoods are currently eligible to receive maintenance on their residential or business roads? Jackson Plaza, April Drive, Wing Meadows, Scio Hills, The Uplands of Scio, and The Polo Fields (excluding the Gallery).
- H. What neighborhoods could attain eligibility for such maintenance? Rose Drive, Parkland Plaza, Newman Blvd, and any other neighborhood that steps forward to fund the upgrade of its internal roads.
- I. What happens after ten years? Presumably, we will ask Township residents if they are happy with the program and want to extend it into the future.

### Summary. Strengths Of The Plan

- Brings critical portions of the Township road system up to par ASAP.

*Scio Roads continued on page 4*

Public meetings to discuss the proposed SAD June 27 July 11 September 12

- Puts in place a mechanism to keep these roads maintained.
- Provides incentives for updating residential & business neighborhoods
- Enjoy immediately, pay over time.
- Everyone pays, amounts are modest.
- Get to spend every dime on ourselves. Send nothing to Lansing or D.C.
- Bend the future cost curve significantly
- Take advantage of historically low interest rates
- Finite "sunset" to the assessment

• Other townships have done it and it is working great

### What Happens Next?

The Township Board has scheduled two separate public meetings to discuss the proposed SAD. They will be held at the:

**Washtenaw Intermediate School District (WISD)**  
 1819 S. Wagner Road, Ann Arbor, 48106  
 June 27 and September 12  
 7:00 p.m.- 8:30 p.m.

### Scio Township - Project List, Township-wide SAD for Transportation

| Road Segment                               | Surface  | Length | SQ           | DQ | Est. Cost |           |                  | Project          |                  |
|--|----------|--------|--------------|----|-----------|-----------|------------------|------------------|------------------|
|  |          |        |              |    | SQ Rating | Per Mile  | Est. Cost        | Per Cost         | Year             |
| East Delhi, HRD to RR Tracks               | Pavement | 0.47   | 4            | 4  | 16        | 120,000   | 56,400           | 56,400           | 1                |
| East Delhi, RR Tracks to Miller            | Gravel   | 1.33   | 2            | 2  | 4         | 80,000    | 106,400          | 106,400          | 1                |
| Knight, Scio Church to Liberty             | Gravel   | 1.05   | 5            | 4  | 20        | 80,000    | 84,000           | 84,000           | 1                |
| Liberty, Park to Parker                    | Gravel   | 1.30   | 3            | 3  | 9         | 80,000    | 104,000          | 104,000          | 1                |
| Liberty, Zeeb to Stags Leap                | Gravel   | 0.84   | 2            | 2  | 4         | 80,000    | 67,200           | 67,200           | 1                |
| Maple, Stein to Daleview                   | Gravel   | 0.73   | 5            | 5  | 25        | 80,000    | 58,400           | 0                | 1                |
| Maple, Stein to Township line              | Gravel   | 0.83   | 5            | 5  | 25        | 80,000    | 66,400           | 0                | 1                |
| Marshall, Baker to Marshall Lakes Drive    | Gravel   | 0.37   | 4            | 4  | 16        | ***       | 22,000           | 22,000           | 1                |
| Marshall, Marshall Lakes to Zeeb           | Gravel   | 1.63   | 2            | 2  | 4         | 80,000    | 130,400          | 130,400          | 1                |
| Marshall, Parker to Baker                  | Gravel   | 1.05   | 2            | 2  | 4         | 80,000    | 84,000           | 84,000           | 1                |
| Park, Scio Village Court to W. Birkdale    | Gravel   | 0.25   | 10           | 10 | 100       | 1,000,000 | 250,000          | 0                | 1                |
| Park, W. Birkdale to Parkland Plaza        | Gravel   | 0.89   | 2            | 1  | 2         | 80,000    | 71,200           | 71,200           | 1                |
| Park, Zeeb to Liberty                      | Gravel   | 2.59   | 2            | 2  | 4         | 80,000    | 207,200          | 207,200          | 1                |
| Park, Zeeb to Scio Village Court           | Pavement | 0.09   | 5            | 5  | 25        | 7,000     | 630              | 630              | 1                |
| Peters, Zeeb to Miller                     | Gravel   | 1.03   | 4            | 3  | 12        | 80,000    | 82,400           | 82,400           | 1                |
| Prairie, Shady Oaks to Wagner***           | Gravel   | 1.11   | 3            | 3  | 9         | 80,000    | 88,800           | 88,800           | 1                |
| Railroad, W. Delhi to E. Delhi             | Gravel   | 0.33   | 5            | 2  | 10        | 80,000    | 26,400           | 26,400           | 1                |
| Scio, Zeeb to Dexter-AA                    | Gravel   | 0.79   | 4            | 2  | 8         | 80,000    | 63,200           | 63,200           | 1                |
| Staebler, Jackson south to end of pavement | Pavement | 0.51   | 6            | 8  | 48        | 7,000     | 3,570            | 3,570            | 1                |
| Staebler, pavement south to Park           | Gravel   | 0.29   | 2            | 2  | 4         | 80,000    | 23,200           | 23,200           | 1                |
| Stein, Maple to Township line              | Gravel   | 1.01   | 1            | 1  | 1         | 80,000    | 80,800           | 80,800           | 1                |
| Streiter, Liberty to Scio Church           | Gravel   | 1.00   | 2            | 2  | 4         | 80,000    | 80,000           | 80,000           | 1                |
| Tubbs, HRD to Stein                        | Gravel   | 1.18   | 1            | 1  | 1         | 80,000    | 94,400           | 94,400           | 1                |
| West Delhi, Jackson to I94                 | Gravel   | 0.13   | 1            | 1  | 1         | 80,000    | 10,400           | 10,400           | 1                |
| West Delhi, I94 to DxAA                    | Gravel   | 0.40   | 1            | 1  | 1         | 80,000    | 32,000           | 32,000           | 1                |
| West Delhi, DxAA to Miller                 | Gravel   | 0.91   | 4            | 4  | 16        | 80,000    | 72,800           | 72,800           | 1                |
| West Delhi, Miller to Railroad St.         | Gravel   | 1.48   | 3            | 1  | 3         | 80,000    | 118,400          | 118,400          | 1                |
| North Delhi, HRD to Eastgate               | Gravel   | 0.53   | 1            | 1  | 1         | 1,000,000 | 530,000          | 530,000          | 2                |
| Scio Ridge, Liberty to Upland              | Pavement | 1.11   | 2            | 5  | 10        | 250,000   | 277,500          | 277,500          | 2                |
| Upland Drive, Scio Church to Scio Ridge    | Pavement | 0.20   | 1            | 2  | 2         | 250,000   | 50,000           | 50,000           | 2                |
| Liberty, Stags Leap to Park                | Gravel   | 0.88   | 1            | 1  | 1         | ***       | 700,000          | 700,000          | 3                |
| <b>TOTAL</b>                               |          |        | <b>26.31</b> |    |           |           | <b>3,642,100</b> | <b>3,267,300</b> | <b>3,267,300</b> |

## House Calls for your ailing computer

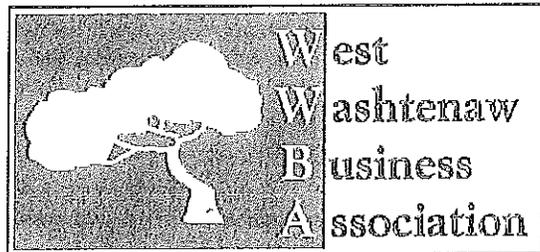
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[www.personalcomputeradvisor.com](http://www.personalcomputeradvisor.com)

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### Scio Township Information

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 827 North Zeeb Road  
 Ann Arbor, MI 48103  
 (734) 369-9400; [ScioTownship.org](http://ScioTownship.org)

### The Scio Township Community Report

Is published quarterly by the Scio Township Board of Trustees for the residents of Scio Township.

Editor  
 David Read  
 Graphic Design  
 Julie Tanguay  
 Photographer  
 David Read

### Township Office Hours

Monday to Friday 9 a.m. – 5 p.m.

### Utility Department Hours:

Monday – Friday 8 a.m. – 4 p.m.  
 Utilities emergency: . . . . . (734) 651-4770  
 Utilities Administration: . . . . . (734) 369-9350

### Township Board of Trustees

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Carl Ferch, Fire Chief  
 Scott Martin – Utilities Director  
 James Merte – Assessing

### Other Phone Numbers

Emergencies . . . . . 911  
 Fire Department Administration . . . . . (734) 665-6001  
 Sheriff's Department,  
 Zeeb Road Sub-Station . . . . . (734) 994-8105  
 County Building Inspection Services . . . (734) 222-3900

Board meetings are held on the second and fourth Tuesdays of the month at 7:00 p.m. in the Township Hall. E-mail sent to [townshipboard@ScioTownship.org](mailto:townshipboard@ScioTownship.org) will be forwarded to all members of the township board.

### Land Preservation Commissioner Sought

Residents with a strong interest in land preservation and a background in conservation, wildlife, forestry, agriculture, planning or another relevant field should forward a letter of interest and resume to Township Clerk Hedberg.

# Get involved in your community

### Washtenaw County Information:

[www.ewashtenaw.org](http://www.ewashtenaw.org)

### Water Resources Commissioner:

(734) 222-6860; [drains@ewashtenaw.org](mailto:drains@ewashtenaw.org)

### County Road Commission

(734) 761-1500; [wrc@wcroads.org](mailto:wrc@wcroads.org)

### County Commissioners:

District 1 – Kent Martinez-Kratz  
[Martinez-KratzK@ewashtenaw.org](mailto:Martinez-KratzK@ewashtenaw.org)  
 (734) 646-8946

### State Information:

[www.michigan.org](http://www.michigan.org)

### State Representative

District 52 – Gretchen Driskell  
 (800) 627-5052 ; [gretchendriskell@house.mi.gov](mailto:gretchendriskell@house.mi.gov)

### State Senator:

District 18 – Rebekah Warren  
 (517) 373-2406; [senwarren@senate.michigan.gov](mailto:senwarren@senate.michigan.gov)

### Governor:

Rick Snyder  
 (517) 373-3400; [rick.snyder@michigan.gov](mailto:rick.snyder@michigan.gov)

### Federal Information:

[www.usa.gov](http://www.usa.gov)

### U.S. Representatives:

District 7 – Tim Walberg  
 (202) 225-6276; e-mail via [www.walberg.house.gov](http://www.walberg.house.gov)

### District 15 – John Dingell

(202) 225-4071;

### U.S. Senators:

Debbie Stabenow  
 (202) 224-4822; [senator@stabenow.senate.gov](mailto:senator@stabenow.senate.gov)

### Carl Levin

(202) 224-6221; e-mail via [www.levin.senate.gov](http://www.levin.senate.gov)

### President of the United States:

Barack H. Obama  
 (202) 456-1111; [president@whitehouse.gov](mailto:president@whitehouse.gov)

### Save The Date

**Saturday June 29, 2013**  
**25th Anniversary of STFD**

For more information, go to [ScioTownship.org](http://ScioTownship.org)

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FROM DAVID READ, EDITOR

## Sign-up for notifications

**W**ould you like to be notified of Public Meetings, Public Hearings or other important events and news happening within the Township?

Scio Township recently updated its website (ScioTownship.org). Along with our new site, we developed a new way of subscribing to the Township's email notification list. A Quick Link (QL) to the subscription page can be found on any page of our site - just look on the right hand side of the page, under "Quick Links", and click on the "Subscribe to our email list" QL.

We will be using this email list to notify you of Township news and events such as Public Notices, Public Hearings, the newsletter, etc. Previously, we used this list exclusively for notification of the availability of the newsletter but are now expanding its usage to include other Township news. If you are a current subscriber but don't want to be notified of items other than the newsletter, there are links in each of our emails that will enable you to manage your subscription options. If you have previously signed up for email notification but are still receiving the paper newsletter, it could be that your Mail Code was entered incorrectly. With our new system, you will now be able to correct that problem.

If you are a new user, as you subscribe to our notification system you will have the choice of opting out of receiving

the paper newsletter, saving the Township money and resources. In an effort to reduce costs, we will continue to print the paper version of the newsletter in black and white and mail it using bulk rates. This means that it might take up to 7-10 days to be delivered through the postal system. However, by subscribing to our email list, you'll be notified immediately of the availability of the color, online version of our newsletter. To date, approximately 500 residents have chosen to stop receiving their paper newsletter. This has saved the Township almost \$10,000 over the last few years. Help us save even more by signing up for electronic delivery and then opting out of the paper newsletter. You will still have the option of printing the newsletter at your convenience.

To opt out of receiving the paper newsletter, you will need your Mail Code, which can be found on the address label of any newsletter. The code is comprised of parts of your Last Name (or Company Name), your address, and your Street Name. For example, the Mail Code for Joe Smith at 12345 Jackson Street would be SMIT1234JACKST. This code enables us to link back to our database and remove your name from the list we use to send the paper newsletters.

So take a few moments to look at our new website, learn about Scio Township, its history, your elected officials, our finances, etc.

FROM THE TREASURER'S DESK BY DONNA E. PALMER, TREASURER

## Beginning The New Tax Year

**T**he 2013 summer tax bills should be in your hands no later than July 15th. If not, please call our office to verify the mailing address and/or request another copy.

### Something new

Beginning this year, state law requires a reminder to be

printed on the summer billing if your taxes are delinquent at the County. Please call the Washtenaw County Treasurer, 734 222-6600 or our office, 734 369-9400 for further information if this message is on your bill. Again thanks for your help in keeping our records correct. Everyone have a good summer. I'll see you in September



## Memorandum

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: REPORT  
Date: July 8, 2013

### Segment D1 Update

The following are the notes from the last meeting held on June 26, 2013. Staff is continuing to work on the project in hopes of submitting the plans to MDOT in early July.

(6/26/13) Donna Dettling, Kurt Augustine, Patrick Droze, Allison Bishop, Shawn Keough, Paul Cousins, Coy Vaughn and Patrick Judd met to discuss the Segment D1 Trail site plan.

Items for discussion and follow up included, but are not limited to:

1. County to obtain a copy of a template for the anticipated easement with MDOT
2. 2 easements with MDOT necessary, one for County Trail (to include Village allowance for day to day maintenance and construction), one for Village (to include storm, fence, landscaping, ingress/egress, utilities, maintenance)
3. County to draft an agreement for trail construction across approximately 400 feet of Village property at the east end of the trail and property.
4. Staff to work with County on finalizing agreement for maintenance and long range capital needs.
5. Storm water – County to consider slopes and addition of culverts and/or storm pipes to catch storm water from trail and DPW drive. Considering grading to existing catch basin on DPW site (still within MDOT ROW).
6. Dan Schlaff to follow up with the surrounding property owners regarding if they have an easement for use of MDOT/RR ROW and that we plan to get one for the Village and anticipate closing the current opening from the DPW Drive to the property.
7. Village staff to follow up with Dan Schlaff regarding the use of the east DPW fence gate as the access to the water lines etc. necessary east of the DPW facility. Manager Dettling indicated that she thought the WWTP staff only accessed the area about 5 times a year on average.
8. Staff will work with County to draft a letter for inclusion in the submittal (one from County one from Village) to address the easement needs.
9. Drainage Easement – Need to determine if Village needs to grant MDOT a drainage easement given that the Village is accepting MDOT ROW drainage into the Village system.
10. Path Design – DPW Drive width seems appropriate – prefer removal of the chain link fence along the north property line. DPW drive to be 18 feet at pinch point, widen to 20 feet and then 30 feet at current DPW fence.
11. Buffer – existing buffer was proposed to be removed to place pathway. Group prefers using existing “two-track” (see item 7) due to minimal use by DPW and RR, eliminates need to remove vegetation, creates more distance from RR and improves trail experience and need for additional grading.

12. Relocated pathway preferred after confirmation of DPW access and depth of utility lines.
13. Patrick Judd to revise plans by end of week and consider submitting to MDOT week of July 8th.

### **Mill Creek Park**

Staff reported on June 24 that staff and JJR were meeting with David Mendell from Plant Wise to review the invasive species management for Mill Creek Park. Staff has authorized completion of the work due to the recommendation from Plant Wise and JJR to complete the work as soon as possible and prior to the grass species going to seed. It is anticipated that the work will be completed within July and within budget. Additional budget considerations may be necessary given the additional priority areas and the effectiveness of the initial invasive species treatment.

As-builts have been received from Cedroni Associates and the final payment has been released. Staff will forward the as-builts to the State as part of the project close out and upon installation of the required MNRTF sign (week of July 8<sup>th</sup>) the project will be officially closed out.

Storm Outlet Problem – staff and consultants have identified a problem with the storm outlet pipe entering Mill Creek Park at the end of Grand Street. A portion of the pipe was replaced as part of the Mill Creek Park Project, however the velocity of water exiting the pipe exceeds what was anticipated and has resulted in some significant erosion under the boardwalk. Staff is working with consultants and contractors to determine a solution to the problem and will likely be presenting a recommendation for improvements. Upon a determination of a suitable solution staff and JJR will provide a recommendation.

### **Monument Park Tree Replacement**

Replacement of the tree in Monument Park had to be postponed due to the selection available at the suppliers landscaping yard. Trees are dug in the spring and inventory is stored in landscaping yards. Once the existing inventory is gone there is no longer a good selection of quality trees. The Village instructed the contractor to obtain a 4-5" caliper "perfect" tree and last week the Village's contractor called to inform staff that the available selection was not of the quality specified. The contractor also went on to explain that this time of year and the recent heat, is not recommended for tree planting. The Village has not received any complaints or comments about the tree removal and therefore staff is planning to postpone tree replacement until the fall when it is more appropriate to be planting trees and survival of the tree will be more likely.

### **Huron River Watershed Council (HRWC) Bioreserve Project**

The HRWC has contacted the Village regarding participation in their Bioreserve Project. Attached is information on the project. On July 9, from 9 – 11:30 staff has been asked to accompany HRWC staff and volunteers to evaluate the area shown on the included map and included within the Mill Creek Park Phase 2 area. The information gained from participation can be used in the future planning and development of Mill Creek Park Phase 2 and provide information on any potential permitting and/or design that may be necessary.

**Tree City USA** - The Village recertification for Year 6 of Tree City USA status has been submitted. Notification occurs in January.

**Car Wash** - Staff is working with the Car Wash, 7944 Second Street, to final the reconstruction following the tornado. The car wash should be open mid-July.

**Dextech Expansion** – A site plan will be submitted July 1 for the August Planning Commission meeting.

**MedHub** – The initial interior remodeling and site improvements are almost complete. Staff will be completing a final inspection of the site in July and MedHub will likely be moving their offices to Dexter.

**LaFontaine** – Staff is still working with the contractor to close out the project. Detention basin improvements, landscaping and other work is supposed to be completed within the next few weeks.

Please do not hesitate to contact me prior to the meeting if you ever have any questions, comments or concerns.

Thank you.



## Bioreserve Project



The Huron River headwaters begin in this wooded swamp.

### **Help the Huron River watershed protect the remaining natural areas in the watershed.**

The Huron is the cleanest urban river in Michigan. This is mostly due to the substantial natural areas that remain throughout the watershed – about 44% of it is still forest, wetland, and fields.

To protect the Huron's vital natural areas, the Huron River Watershed Council has launched the Bioreserve Project, which...

- has created a Bioreserve Map of these remaining natural areas;
- is helping local governments, conservancies, and state and county agencies to prioritize limited funding to preserve the best natural areas first;
- is working with local governments to develop policies to protect natural areas;
- is providing information to natural area landowners to help them manage and maintain there natural areas; and
- is organizing volunteer teams to perform field assessments on these natural areas. If you like to get outdoors and learn about ecology, join us!

### **How do natural areas help the river?**

Forests, prairies, wetlands and other natural areas are beautiful and important places on their own. They also play a critical role in keeping the Huron River clean.

- Natural areas store and absorb rainwater and melting snow. Plants soak up and filter this water before it flows into the river.
- Rain and snow in natural areas also soaks into the groundwater, where it eventually flows back into the river in the form of springs and seeps. Along the way, that water gets filtered by the soil and cools, so it is healthier for river animals. And the steady flow of spring-water keeps the river flowing even when there's not much rain.
- Wetlands and low-lying natural areas absorb excess water, preventing flooding downstream.
- Natural areas provide homes for trees and plants, habitat for wildlife, and of course offer people places to relax, play, and enjoy nature.

But natural areas are disappearing—paved over for shopping malls and subdivisions. *One of the biggest*

*threats to the Huron River is the loss of natural areas.*

## Get Involved

Here's a great chance to get outdoors, see beautiful natural areas, and conduct real science to help the Huron. Our volunteer teams travel to natural areas in the watershed, where they assess the area's environmental quality. This information helps us understand which areas are most important to preserve, and why, so that we can give helpful advice to governments and landowners who want to help protect the Huron River."



A volunteer team assesses a bioreserve site.

[Volunteer](#)

[Plant ID experts needed](#)

HRWC's new [ONLINE PLANT GUIDE](#), showing all the plants identified on our bioreserve sites so far

[Project details](#)

[Bioreserve Map](#)

[Information for natural area landowners](#)

[Information for local communities](#)

[Information for conservancies](#)

[Contact us](#)



# Scio412VillageofDexter



0 175 350 700 Feet

Property boundary shown in red

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

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

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

**MEMO**

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

1. Meeting Review:

- June 18<sup>th</sup> – School Board and Council Members re: SR2S/MDOT Grant
- June 19<sup>th</sup> – June DDA Meeting
- June 19<sup>th</sup> – Meet with Dextech re: Site Plan Concerns
- June 20<sup>th</sup> – Wellhead Protection Meeting
- June 20<sup>th</sup> – Police Services Meeting
- June 21<sup>st</sup> - OHM Project Status Meeting
- June 24<sup>th</sup> – Council Meeting
- June 26<sup>th</sup> – Meeting with Northern United Brewing
- June 27<sup>th</sup> – Sludge Project Progress Meeting
- July 2<sup>nd</sup> – Meeting with WAVE
- July 3<sup>rd</sup> – MIOSHA for 8140 Main

2. Upcoming Meetings:

- July 9<sup>th</sup> – Facility Committee
- July 9<sup>th</sup> – 5H Committee
- July 10<sup>th</sup> – Safe Routes to School
- July 10<sup>th</sup> – Meeting with OHM re: possible State grant for Stormwater Study

3. Sludge Project Update. Staff continues to meet every other week in progress meetings and the Sludge Project is still on track for substantial completion at the end of November. An item that may be on a future agenda is a recent request from OHM for additional funding for engineering services. Dan Schlaff and I determined that some of the items are unreasonable and we are working through these items with OHM at this time. If items have merit we will bring a recommendation to Council for consideration.

4. New Lieutenant Update. The Dexter, Dexter, Webster Police Services group met on June 20<sup>th</sup> for an introduction of the new Lieutenant at Station One on Zeeb Road. Lieutenant Trester recently replaced Lieutenant Filipiak in this role.

5. MIOSHA Follow-Up. George Zagresky of MIOSHA visted the Fire Department on July 3 to follow-up on the improvements that were made to the building in response to their hazard survey report of April 2012. Mr. Zagresky is satisfied with the improvements and will close out the file. He is concerned however, that if a MiOSHA compliance/enforcement officer does an inspection, there is a possibility that we will get cited for the width and slope of the stairs. These are non-conforming pre-existing conditions that will be corrected with a new facility or a major rehabilitation of 8140 Main Street.

6. Preventive Maintenance Update. Follow-up from last Council meeting to provide an update on the Street Preventative Maintenance Activities planned for this summer. The DPW has rented an asphalt roller. The list of areas that are planned to be cut and patched is attached. The crack seal equipment is expected to be delivered the week of July 15<sup>th</sup>. The DPW plans to start with the areas that were saw cut by Bricco, Alpine by the Farmers Market, the alley behind the bank, Jeffords, Kensington/Wall Court and Dexter Crossing.
7. Dextech Annexation Request Update. REMINDER The Washtenaw County Board of Commissioners will be holding the Public Hearing for the Dextech Annexation this Wednesday, July 10, 2013. Dextech employees, Mike Fraizer and Dan Johnson will be attending the Public Hearing. I will be attending the Hearing and any Council members that would like to attend are welcome to join us.
8. Part-time Office Employee Update. We will accept applicants through July 5, 2013. Our goal is to conduct interviews the week of July 8<sup>th</sup> and or 15<sup>th</sup> and have someone start in August.
9. Downtown Development Authority Boundaries. Staff has been working with Jim Merte to finalize the parcels in the DDA. We have the completed map and parcel list; the next step is for Jim to enter the base values into the assessing system. Once this is completed we can finalize the reports in the tax system. After reviewing the parcel list, the estimate provided at the last meeting that the Village revenue will not change from the budgeted amount still appears to be correct.
10. Meeting with WAVE. On Tuesday, July 2, 2013 President Keough, Trustee Carson, WAVE Executive Director Michaelene Pawlak and Assistant Village Manager Courtney Nicholls met to discuss the questions raised at the last Council meeting regarding WAVE's funding increase request. The group reviewed the information that was provided and discussed future projections for revenue and expenses. Michaelene is going to provide a copy of the final 11-12 budget (which was used to produce the Program Cost Analysis) and an estimate of the revenue based on the increased contributions from the WAVE communities and estimated fares and provide that information for the August 12<sup>th</sup> Council meeting. Council can also expect to see the annual WAVE contracts for consideration at the August 12<sup>th</sup> meeting. We typically make our first quarterly payment in July and we are going ahead with this payment based on last year's contract to not impact WAVE's cash flow.
11. 3045 Broad Demolition. We received feedback from Bill Bescoe at DTE that we would need to keep a future building 25 feet away from any pole. In searching through our documents we could not find an actual easement document, so we have requested DTE to search their records to see if one exists.
12. Dedication of Roads in Dexter Crossing Phase 5B. As of Wednesday, July 3 we did not receive any additional information from Peters Building Company relative to the dedication. They have been updated that the next deadline is July 16 for the meeting on July 22.

13. Summer Newsletter. We are targeting the end of July for the next issue of the Village newsletter. To get it mailed by July 26 we will need to have it to the printer by July 19. This timing will allow us to remind people of the filing deadline for Charter Commission which is on August 13.
  
14. Speed Display. Attached is data from the speed display monitoring traffic heading into the Village on Central. The sign was placed on the Village side of the Mast Road Bridge. The data shows that the peak speed of 95% of the vehicles that drove through this area exceeded 25 miles per hour. The data has been provided to the Sheriff. The sign will now be placed on Forest between Baker and Broad.



# Charts Report

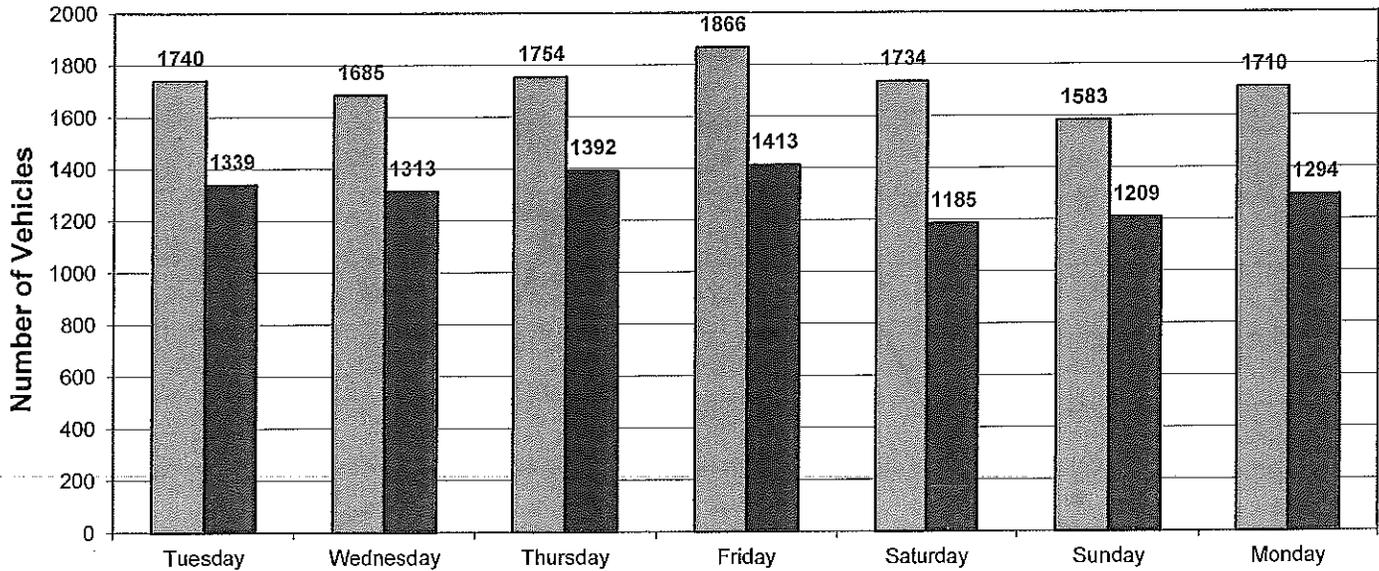
## Vehicle and Speed Violator Counts



Tot. Vehicles  
 # Violators

Central Street Inbound

Speed Limit = 25 MPH



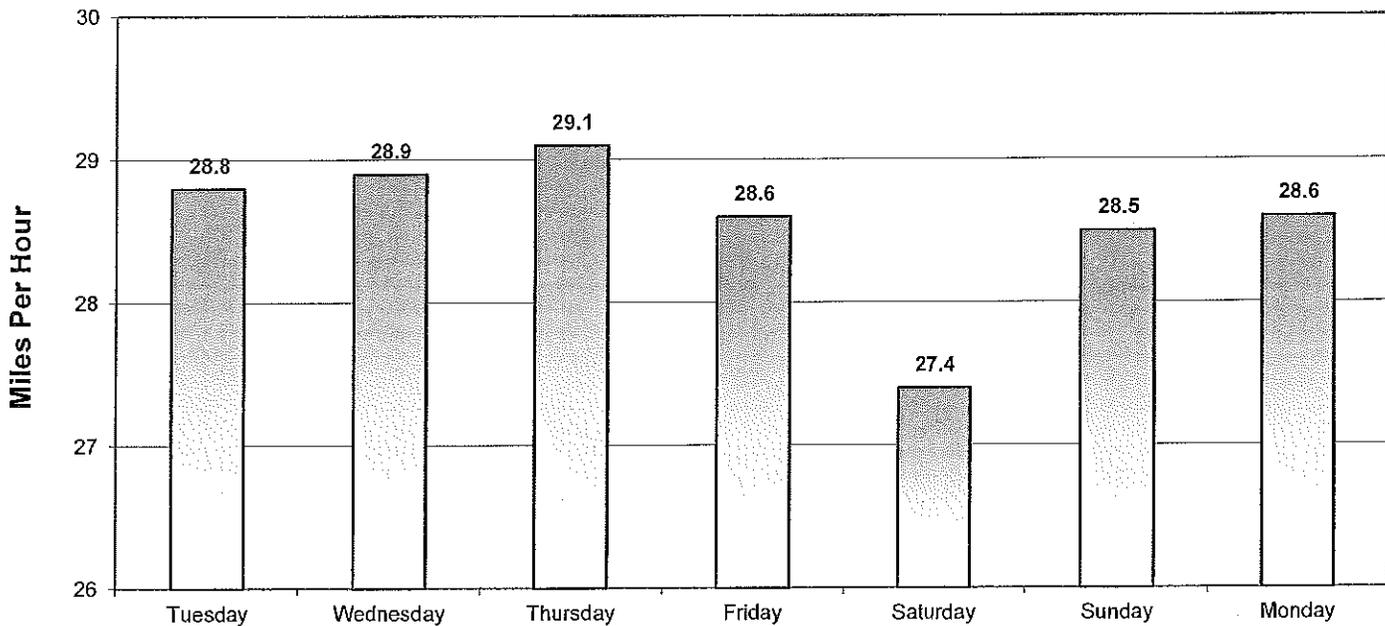
WEEK OF: 6/11/2013 - 6/17/2013

## Daily Average Speeds



Central Street Inbound

Speed Limit = 25 MPH



WEEK OF: 6/11/2013 - 6/17/2013

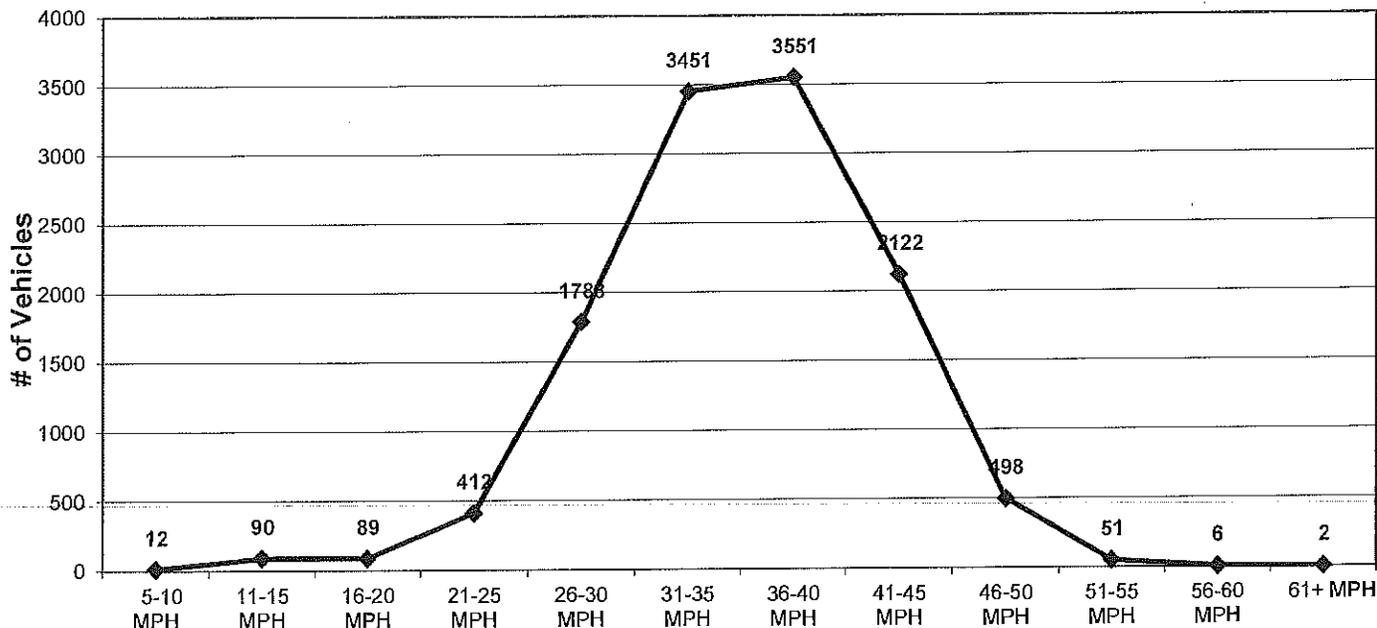
# Charts Report

## Vehicle Count by Peak Speed Bins



Central Street Inbound

Speed Limit = 25 MPH



WEEK OF: 6/11/2013 - 6/17/2013

Village President Report by Shawn Keough  
July 8, 2013

AGENDA 7-8-13  
ITEM I-5

Hello Residents and Fellow Council Members,

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

Recent Activities

June 20, 2013 – Village Superintendent Dan Schlaff and Scott Mauer invited me to review drainage on Hudson Street. Dan and Scott want to add curb to a portion of Hudson to help direct the water into the new swales and storm sewer planned in this area. The idea looked ok to me and I told Dan that I would support this addition to the project. I took a picture of the site this past week after the rainfall and the amount of water that ponds on Hudson after a large rain event is significant.

June 26, 2013 – Border to Border Trail Alignment meeting – Along with Community Development Manager Allison Bishop, Village Manager Donna Dettling, OHM Representative Patrick Droze and Foreman Kurt Augustine, Trustee Cousins and I met with the County's landscape architect and Coy Vaughn from Washtenaw County Parks to discuss and review options for the remaining trail section for segment D1 of the B2B Trail that will pass along the south side of the Village's DPW Facility. Additional information is included in the packet under I-1 (Allison Bishop's report).

June 26, 2013 – Northern United Brewing Company – Village Manager Donna Dettling, Scott Mauer and I met with representatives from NUBC as a follow-up to the work session held prior to the June 10<sup>th</sup> Council meeting. We discussed the idea of sharing the cost (50% - 50%) of the large tank that can be used to help regulate the discharge of the waste stream from the beer making operations so that it doesn't negatively affect the Village's wastewater plant. NUBC will be responsible for getting the tank delivered and set up and will pay all costs up front. The monthly rental is approximately \$1,100. NUBC will provide copies of the invoices for this to the Village Manager. The Village's share of the cost will be deducted from the surcharge billings that are anticipated to begin in August. The group plans to meet again on July 15<sup>th</sup> to review the monitoring plan, the spill protection plan and the slug loading control plan as outlined in their Significant Industrial User permit.

June 27, 2013 – Urban Core Meeting – Regional Transit meeting – I asked Trustee Carson to attend this meeting in my place. Thanks Jim for your help in covering this meeting! A copy of the handout Jim obtained is included for Council to see.

July 2, 2013 – Meeting to review WAVE Budget for Fiscal Year 2014 – please see Village Manager report for additional information.

Future Activities

July 9, 2013 - Facility Committee meeting – tentative time of 3 pm.

July 9, 2013 – Dexter Coalition Pre-Meeting - this meeting is to discuss how to make the coalition aware of the Village's request that there be a cost share for the Safe Routes to School design and construction engineering costs.

July 10, 2013 – Regional Fire Department meeting

July 10, 2013 – Washtenaw County Board meeting – Dextech Public Hearing – I plan to attend with our Village Manager.

July 17, 2013 – Downtown Development Authority meeting

July 22, 2013 – Village Council meeting

Goals and Objectives for July 2013 (completed in Italics)

1. *Get a Facilities Committee Meeting scheduled for early July – need to confirm 3 pm start time.*
2. *Seek Council input (and possible action if we are ready) on the draft Regional Fire Interlocal Agreement*
3. *Encourage residents to run for the Charter Commission Election*
4. *Notify our Union Representatives that we would like to open negotiations with them (current agreement ends on Feb 28, 2014). Along with our Village Manager and Assistant Village Manager, I plan to personally participate in these negotiations again this year and will be asking another Council member to assist me in this effort.*
5. *Review Fund Balance reserves and do a 5 year look back at Council Budgeting – I am interested to see how frequently we have been able to end our fiscal years under budget and want to make sure we are looking ahead to insure that our reserve balances are adequate.*

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 06/20/2013 - 07/03/2013

JOURNALIZED OPEN AND PAID

BANK CODE: POOL

| Claimant                             | Amount Claimed | Amount Owed | Amount Rejected |
|--------------------------------------|----------------|-------------|-----------------|
| 1. ALEXANDER CHEMICAL CORPORATION    | 1,638.29       |             |                 |
| 2. ALLIED EAGLE SUPPLY CO            | 300.85         |             |                 |
| 3. ALLISON BISHOP                    | 99.80          |             |                 |
| 4. ARBOR CARE TREE SURGEONS          | 2,355.00       |             |                 |
| 5. AT&T                              | 205.52         |             |                 |
| 6. BARRETT PAVING MATERIALS INC      | 57.57          |             |                 |
| 7. BIOTECH                           | 11,875.00      |             |                 |
| 8. BRUCE WHITLEY                     | 45.20          |             |                 |
| 9. CHET'S RENT ALL                   | 2,240.00       |             |                 |
| 10. COMCAST                          | 268.70         |             |                 |
| 11. CONCORD EXCAVATING & GRADING INC | 23,096.06      |             |                 |
| 12. CORRIGAN OIL COMPANY             | 1,478.19       |             |                 |
| 13. CREATURE CONTROL                 | 534.00         |             |                 |
| 14. DES MOINES STAMP MANUFACTURING   | 80.80          |             |                 |
| 15. DEXTER PHARMACY                  | 30.84          |             |                 |
| 16. DEXTER SENIOR CITIZENS CENTER    | 750.00         |             |                 |
| 17. DORNOS SIGN & SAFETY INC.        | 476.84         |             |                 |
| 18. DTE ENERGY-STREET LIGHTING       | 6,552.99       |             |                 |
| 19. DYKEMA GOSSETT PLLC              | 2,040.00       |             |                 |
| 20. ETNA SUPPLY CO                   | 3,814.93       |             |                 |
| 21. F&V OPERATIONS                   | 1,364.50       |             |                 |
| 22. FMG CONCRETE CUTTING, INC.       | 275.00         |             |                 |
| 23. GOOGLE INC                       | 89.28          |             |                 |
| 24. GRISSOM JANITORIAL               | 400.00         |             |                 |
| 25. HERITAGE NEWSPAPERS              | 78.75          |             |                 |
| 26. HOPP ELECTRIC, INC.              | 140.00         |             |                 |
| 27. JOHN'S SANITATION                | 585.00         |             |                 |
| 28. JOHNSON SIGN COMPANY, INC.       | 4,850.00       |             |                 |
| 29. KURT AUGUSTINE                   | 100.00         |             |                 |
| 30. LESSORS WELDING SUPPLY           | 29.70          |             |                 |
| 31. L-N-J LANDSCAPING AND LAWCARE    | 3,500.00       |             |                 |
| 32. LOWE'S BUSINESS ACCOUNT          | 187.20         |             |                 |
| 33. MARK ZAHN, DDS                   | 2,000.00       |             |                 |
| 34. MICHIGAN MINERAL RESOURCES, LL   | 1,792.30       |             |                 |
| 35. MICHIGAN MUNICIPAL RISK          | 27,179.00      |             |                 |
| 36. MR. NIEMAN                       | 270.00         |             |                 |
| 37. MUNICIPAL SUPPLY CO.             | 261.79         |             |                 |
| 38. PARTS PEDDLER AUTO SUPPLY        | 112.49         |             |                 |
| 39. PNC BANK REALTY SERVICES         | 5,400.00       |             |                 |
| 40. PNC                              | 405.00         |             |                 |
| 41. POSTER COMPLIANCE                | 207.00         |             |                 |
| 42. POSTMASTER                       | 890.10         |             |                 |
| 43. RITE-TECH ENTERPRISES INC.       | 897.26         |             |                 |
| 44. ROMINE CONSTRUCTION L.L.C.       | 2,225.00       |             |                 |
| 45. SUPERIOR PLAY LLC                | 1,387.95       |             |                 |
| 46. THE SUN TIMES                    | 20.24          |             |                 |
| 47. USA BLUE BOOK                    | 169.84         |             |                 |
| 48. VICTOR STANLEY, INC.             | 2,792.00       |             |                 |
| 49. WASHTENAW COUNTY LEGAL NEWS      | 85.00          |             |                 |

EXP CHECK RUN DATES 06/20/2013 - 07/03/2013  
JOURNALIZED OPEN AND PAID  
BANK CODE: POOL

| Claimant                           | Amount Claimed | Amount Owed | Amount Rejected |
|------------------------------------|----------------|-------------|-----------------|
| 50. WASHTENAW COUNTY TREASURER     | 38,025.00      |             |                 |
| 51. WESTERN-WASH. AREA VALUE EXPR. | 5,500.00       |             |                 |
| 52. WILLIAMS & WORKS, INC.         | 2,200.00       |             |                 |
| ***TOTAL ALL CLAIMS***             | 161,359.98     |             |                 |

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER

EXP CHECK RUN DATES 06/20/2013 - 07/03/2013  
 JOURNALIZED OPEN AND PAID  
 BANK CODE: POOL

User: erin  
 DS Dexter  
 00

| GL Number                               | Inv. Line Desc                              | Vendor                | Invoice Desc.       | Invoice    | Due Date | Amount Check |
|---|---|-----------------------|---------------------|------------|----------|--------------|
| Fund 101 GENERAL FUND                   |   |                       |                     |            |          |              |
| Dept 101.000 VILLAGE COUNCIL            |   |                       |                     |            |          |              |
| 101-101.000-943.000                     | COUNCIL CHAMBERS LEASE                      | DEXTER SENIOR CITIZEN | JULY- SEPT 2013     | 07/01/13   | 07/09/13 | 600.00       |
| 101-101.000-959.000                     | ARTS, CULTURE & HERITAGE                    | DES MOINES STAMP MANU | STAMP               | 0986071    | 07/09/13 | 13.80        |
| 101-101.000-959.000                     | ARTS, CULTURE & HERITAGE                    | PNC                   | PLEIN ART FESTIVAL  | 07/01/13   | 07/09/13 | 355.00       |
| 101-101.000-959.000                     | ARTS, CULTURE & HERITAGE                    | PNC                   | ARTS ALLIANCE       | 07/01/13   | 07/09/13 | 50.00        |
|   | Total For Dept 101.000 VILLAGE COUNCIL      |                       |                     |            |          | 1,016.80     |
| Dept 172.000 VILLAGE MANAGER            |   |                       |                     |            |          |              |
| 101-172.000-721.000                     | HEALTH & DENTAL INSURANC                    | MARK ZAHN, DDS        | PATIENT: ERIN AIKEN | 07/01/13   | 07/09/13 | 2,000.00     |
|   | Total For Dept 172.000 VILLAGE MANAGER      |                       |                     |            |          | 2,000.00     |
| Dept 210.000 ATTORNEY                   |   |                       |                     |            |          |              |
| 101-210.000-810.000                     | ATTORNEY FEES                               | DYKEMA GOSSETT PLLC   | LEGAL SERVICES      | 1519826    | 07/09/13 | 936.00       |
|   | Total For Dept 210.000 ATTORNEY             |                       |                     |            |          | 936.00       |
| Dept 215.000 VILLAGE CLERK              |   |                       |                     |            |          |              |
| 101-215.000-901.000                     | PRINTING & PUBLISHING                       | HERITAGE NEWSPAPERS   | LEGALS              | 07/01/13   | 07/09/13 | 78.75        |
| 101-215.000-901.000                     | PRINTING & PUBLISHING                       | POSTER COMPLIANCE     | RENEWAL             | 2145509    | 07/09/13 | 207.00       |
| 101-215.000-901.000                     | PRINTING & PUBLISHING                       | THE SUN TIMES         | LEGALS              | 38494      | 07/09/13 | 20.24        |
| 101-215.000-901.000                     | PRINTING & PUBLISHING                       | WASHTENAW COUNTY LEGA | LEGALS              | 863848     | 07/09/13 | 35.00        |
| 101-215.000-901.000                     | PRINTING & PUBLISHING                       | WASHTENAW COUNTY LEGA | AFFIDAVIT FEE       | 863753     | 07/09/13 | 50.00        |
|   | Total For Dept 215.000 VILLAGE CLERK        |                       |                     |            |          | 390.99       |
| Dept 253.000 TREASURER                  |   |                       |                     |            |          |              |
| 101-253.000-902.000                     | TAX BILL PRINTING & SERV                    | POSTMASTER            | TAX BILLS POSTAGE   | 07/01/13   | 07/01/13 | 890.10       |
|   | Total For Dept 253.000 TREASURER            |                       |                     |            |          | 890.10       |
| Dept 265.000 BUILDINGS & GROUNDS        |   |                       |                     |            |          |              |
| 101-265.000-727.000                     | OFFICE SUPPLIES                             | DES MOINES STAMP MANU | STAMP               | 0986026    | 07/09/13 | 67.00        |
| 101-265.000-803.000                     | CONTRACTED SERVICES                         | GOOGLE INC            |                     | 2199613296 | 07/09/13 | 89.28        |
| 101-265.000-920.000                     | UTILITIES                                   | COMCAST               | OFFICE              | 07/01/13   | 07/09/13 | 268.70       |
| 101-265.000-935.000                     | BUILDING MAINTENANCE & R                    |                       | 7651 DAN HOEY       | 12168      | 07/09/13 | 534.00       |
| 101-265.000-935.001                     |   | GRISSOM JANITORIAL    | JUNE SERVICE        | 260        | 07/09/13 | 400.00       |
| 101-265.000-943.001                     |   | PNC BANK REALTY SERVI | 8123 MAIN ST RENTAL | 1006222    | 07/09/13 | 5,400.00     |
|   | Total For Dept 265.000 BUILDINGS & GROUNDS  |                       |                     |            |          | 6,756.98     |
| Dept 285.000 VILLAGE TREE PROGRAM       |   |                       |                     |            |          |              |
| 101-285.000-803.000                     | CONTRACTED SERVICES                         | ARBOR CARE TREE SURGE | TREE REMOVAL        | 07/01/13   | 07/09/13 | 425.00       |
| 101-285.000-803.000                     | CONTRACTED SERVICES                         | ARBOR CARE TREE SURGE | TREE WORK           | 07/01/13   | 07/09/13 | 1,930.00     |
|   | Total For Dept 285.000 VILLAGE TREE PROGRAM |                       |                     |            |          | 2,355.00     |
| Dept 301.000 LAW ENFORCEMENT            |   |                       |                     |            |          |              |
| 101-301.000-807.000                     | LAW ENFORCEMENT                             | WASHTENAW COUNTY TREA | LAW ENFORCEMENT     | 22894      | 07/09/13 | 38,025.00    |
|   | Total For Dept 301.000 LAW ENFORCEMENT      |                       |                     |            |          | 38,025.00    |
| Dept 400.000 PLANNING DEPARTMENT        |   |                       |                     |            |          |              |
| 101-400.000-727.000                     | OFFICE SUPPLIES                             | ALLISON BISHOP        | MILEAGE             | 07/01/13   | 07/09/13 | 25.00        |
| 101-400.000-861.000                     | TRAVEL & MILEAGE                            | ALLISON BISHOP        | MILEAGE             | 07/01/13   | 07/09/13 | 74.80        |
|   | Total For Dept 400.000 PLANNING DEPARTMENT  |                       |                     |            |          | 99.80        |
| Dept 441.000 DEPARTMENT OF PUBLIC WORKS |   |                       |                     |            |          |              |
| 101-441.000-740.000                     | OPERATING SUPPLIES                          | LESSORS WELDING SUPPL | SUPPLIES            | 240243     | 07/09/13 | 29.70        |
| 101-441.000-740.000                     | OPERATING SUPPLIES                          | PARTS PEDDLER AUTO SU | JUNE INVOICES       | 07/02/13   | 07/09/13 | 3.29         |
| 101-441.000-955.000                     | MISCELLANEOUS                               | KURT AUGUSTINE        | MISC REIMBURSEMENT  | 07/02/13   | 07/09/13 | 100.00       |

EXP CHECK RUN DATES 06/20/2013 - 07/03/2013  
JOURNALIZED OPEN AND PAID  
BANK CODE: POOL

| GL Number                                 | Inv. Line Desc           | Vendor                      | Invoice Desc.                                    | Invoice       | Due Date | Amount Check |
|---|--------------------------|-----------------------------|--|---------------|----------|--------------|
| Fund 101 GENERAL FUND                     |                          |                             |  |               |          |              |
| Dept 441.000 DEPARTMENT OF PUBLIC WORKS   |                          |                             |  |               |          |              |
| 101-441.000-960.000                       | EDUCATION & TRAINING     | BRUCE WHITLEY               | MILEAGE  | 07/02/13      | 07/09/13 | 45.20        |
|   |                          |                             | Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK |               |          | 178.19       |
| Dept 442.000 DOWNTOWN PUBLIC WORKS        |                          |                             |  |               |          |              |
| 101-442.000-740.000                       | OPERATING SUPPLIES       | ALLIED EAGLE SUPPLY C DPW   |  | 556069        | 07/09/13 | 217.80       |
| 101-442.000-740.000                       | OPERATING SUPPLIES       | LOWE'S BUSINESS ACCOU MULCH |  | 07/11/13      | 07/09/13 | 187.20       |
| 101-442.000-802.000                       | PROFESSIONAL SERVICES    | DEXTER SENIOR CITIZEN       | JULY- SEPT 2013                                  | 07/01/13      | 07/09/13 | 150.00       |
|   |                          |                             | Total For Dept 442.000 DOWNTOWN PUBLIC WORKS     |               |          | 555.00       |
| Dept 448.000 MUNICIPAL STREET LIGHTS      |                          |                             |  |               |          |              |
| 101-448.000-920.003                       | UTILITIES - STREET LIGHT | DTE ENERGY-STREET LIG       | STREET LIGHTS                                    | 07/01/13      | 07/09/13 | 6,552.99     |
|   |                          |                             | Total For Dept 448.000 MUNICIPAL STREET LIGHTS   |               |          | 6,552.99     |
| Dept 751.000 PARKS & RECREATION           |                          |                             |  |               |          |              |
| 101-751.000-731.000                       | LANDSCAPE SUPPLIES       | L-N-J LANDSCAPING AND       | TIMBER WORK ON PARK                              | 06/20/13      | 06/25/13 | 3,500.00     |
| 101-751.000-732.000                       | ICE RINK SUPPLIES        | SUPERIOR PLAY LLC           | ICE RINK   | 07/01/13      | 07/09/13 | 1,387.95     |
| 101-751.000-901.000                       | PRINTING & PUBLISHING    | JOHNSON SIGN COMPANY,       | SIGN   | 07/01/13      | 07/09/13 | 4,850.00     |
| 101-751.000-944.000                       | PORTABLE TOILET RENTAL   | JOHN'S SANITATION           | PARKS  | 07/01/13      | 07/09/13 | 589.00       |
| 101-751.000-977.000                       | EQUIPMENT                | VICTOR STANLEY, INC.        | PARK BENCHES                                     | 07/01/13      | 07/09/13 | 2,792.00     |
|   |                          |                             | Total For Dept 751.000 PARKS & RECREATION        |               |          | 13,114.95    |
| Dept 851.000 INSURANCE & BONDS            |                          |                             |  |               |          |              |
| 101-851.000-911.000                       | LIABILITY INSURANCE      | MICHIGAN MUNICIPAL RI       | PREMIUM DUE                                      | 07/01/13      | 07/09/13 | 11,686.97    |
|   |                          |                             | Total For Dept 851.000 INSURANCE & BONDS         |               |          | 11,686.97    |
| Dept 875.000 CONTRIBUTIONS                |                          |                             |  |               |          |              |
| 101-875.000-965.001                       | CONTRIBUTION TO WAVE     | WESTERN-WASH. AREA VA       | JULY-SEPT 2013                                   | 07/01/13      | 07/09/13 | 3,000.00     |
| 101-875.000-965.004                       | CONT TO WAVE DOOR TO DOO | WESTERN-WASH. AREA VA       | JULY-SEPT 2013                                   | 07/01/13      | 07/09/13 | 2,500.00     |
|   |                          |                             | Total For Dept 875.000 CONTRIBUTIONS             |               |          | 5,500.00     |
| Fund 202 MAJOR STREETS FUND               |                          |                             |  |               |          |              |
| Dept 445.000 STORMWATER                   |                          |                             |  |               |          |              |
| 202-445.000-740.000                       | OPERATING SUPPLIES       | ETNA SUPPLY CO              |  | 100765390.001 | 07/09/13 | 250.00       |
| 202-445.000-740.000                       | OPERATING SUPPLIES       | USA BLUE BOOK               |  | 987327        | 07/09/13 | 169.84       |
|   |                          |                             | Total For Dept 445.000 STORMWATER                |               |          | 419.84       |
| Dept 451.000 CONTRACTED ROAD CONSTRUCTION |                          |                             |  |               |          |              |
| 202-451.000-974.009                       | CENTRAL STREET PROJECT   | CONCORD EXCAVATING &        | CENTRAL STREET                                   | 07/01/13      | 07/09/13 | 23,096.06    |
|   |                          |                             | Total For Dept 451.000 CONTRACTED ROAD CONSTRUCT |               |          | 23,096.06    |
| Dept 463.000 ROUTINE MAINTENANCE          |                          |                             |  |               |          |              |
| 202-463.000-803.002                       | PAVEMENT MANAGEMENT      | CHET'S RENT ALL             |  | 07/01/13      | 07/09/13 | 1,120.00     |
| 202-463.000-803.002                       | PAVEMENT MANAGEMENT      | FMG CONCRETE CUTTING,       | DPW  | 270006        | 07/09/13 | 275.00       |
| 202-463.000-803.002                       | PAVEMENT MANAGEMENT      | ROMINE CONSTRUCTION L       | 304 CAMBRIDGE                                    | 07/02/13      | 07/09/13 | 2,225.00     |
| 202-463.000-911.000                       | LIABILITY INSURANCE      | MICHIGAN MUNICIPAL RI       | PREMIUM DUE                                      | 07/01/13      | 07/09/13 | 2,772.25     |
|   |                          |                             | Total For Dept 463.000 ROUTINE MAINTENANCE       |               |          | 6,392.25     |
| Dept 474.000 TRAFFIC SERVICES             |                          |                             |  |               |          |              |
| 202-474.000-740.000                       | OPERATING SUPPLIES       | DORNBOB SIGN & SAFTEY       | DPW  | 11692         | 07/09/13 | 476.84       |
| 202-474.000-740.000                       | OPERATING SUPPLIES       | MUNICIPAL SUPPLY CO.        | DPW  | 65573         | 07/09/13 | 261.79       |
| 202-474.000-802.000                       | PROFESSIONAL SERVICES    | HOPP ELECTRIC, INC.         | DPW  | 5627          | 07/09/13 | 140.00       |

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER  
 EXP CHECK RUN DATES 06/20/2013 - 07/03/2013  
 JOURNALIZED OPEN AND PAID  
 BANK CODE: POOL

User: erin  
 DE Dexter  
 40

| GL Number                                    | Inv. Line Desc | Vendor                | Invoice Desc.                                     | Invoice  | Due Date | Amount Check |
|--|----------------|-----------------------|---|----------|----------|--------------|
| Fund 202 MAJOR STREETS FUND                  |                |                       |   |          |          |              |
| Dept 474.000 TRAFFIC SERVICES                |                |                       |   |          |          |              |
| 202-474.000-911.000 LIABILITY INSURANCE      |                | MICHIGAN MUNICIPAL RI | PREMIUM DUE                                       | 07/01/13 | 07/09/13 | 407.69       |
|  |                |                       | Total For Dept 474.000 TRAFFIC SERVICES           |          |          | 1,286.32     |
| Dept 478.000 WINTER MAINTENANCE              |                |                       |   |          |          |              |
| 202-478.000-911.000 LIABILITY INSURANCE      |                | MICHIGAN MUNICIPAL RI | PREMIUM DUE                                       | 07/01/13 | 07/09/13 | 633.27       |
|  |                |                       | Total For Dept 478.000 WINTER MAINTENANCE         |          |          | 633.27       |
|  |                |                       | Total For Fund 202 MAJOR STREETS FUND             |          |          | 31,827.74    |
| Fund 203 LOCAL STREETS FUND                  |                |                       |   |          |          |              |
| Dept 451.000 CONTRACTED ROAD CONSTRUCTION    |                |                       |   |          |          |              |
| 203-451.000-803.000 CONTRACTED SERVICES      |                | MICHIGAN MINERAL RESO | DPW   | 07/02/13 | 07/09/13 | 1,792.30     |
|  |                |                       | Total For Dept 451.000 CONTRACTED ROAD CONSTRUCT  |          |          | 1,792.30     |
| Dept 463.000 ROUTINE MAINTENANCE             |                |                       |   |          |          |              |
| 203-463.000-740.000 OPERATING SUPPLIES       |                | BARRETT PAVING MATERI | DPW   | 86621    | 07/09/13 | 57.57        |
| 203-463.000-803.002 PAVEMENT MANAGEMENT      |                | CHEF'S RENT ALL       | DPW   | 07/01/13 | 07/09/13 | 1,120.00     |
| 203-463.000-911.000 LIABILITY INSURANCE      |                | MICHIGAN MUNICIPAL RI | PREMIUM DUE                                       | 07/01/13 | 07/09/13 | 317.99       |
|  |                |                       | Total For Dept 463.000 ROUTINE MAINTENANCE        |          |          | 1,495.56     |
| Dept 474.000 TRAFFIC SERVICES                |                |                       |   |          |          |              |
| 203-474.000-911.000 LIABILITY INSURANCE      |                | MICHIGAN MUNICIPAL RI | PREMIUM DUE                                       | 07/01/13 | 07/09/13 | 407.69       |
|  |                |                       | Total For Dept 474.000 TRAFFIC SERVICES           |          |          | 407.69       |
|  |                |                       | Total For Fund 203 LOCAL STREETS FUND             |          |          | 3,695.55     |
| Fund 402 EQUIPMENT REPLACEMENT FUND          |                |                       |   |          |          |              |
| Dept 441.000 DEPARTMENT OF PUBLIC WORKS      |                |                       |   |          |          |              |
| 402-441.000-939.000                          |                | PARTS PEDDLER AUTO SU | JUNE INVOICES                                     | 07/02/13 | 07/09/13 | 109.20       |
| 402-441.000-939.000 VEHICLE MAINTENANCE & RE |                | RITE-TECH ENTERPRISES | DPW   | 8297     | 07/09/13 | 897.26       |
|  |                |                       | Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK  |          |          | 1,006.46     |
|  |                |                       | Total For Fund 402 EQUIPMENT REPLACEMENT FUND     |          |          | 1,006.46     |
| Fund 590 SEWER ENTERPRISE FUND               |                |                       |   |          |          |              |
| Dept 248.000 ADMINISTRATION                  |                |                       |   |          |          |              |
| 590-248.000-811.000 ATTORNEY FEES - MISCELLA |                | DYKEMA GOSSETT PLLC   | LEGAL SERVICES                                    | 1519826  | 07/09/13 | 1,104.00     |
|  |                |                       | Total For Dept 248.000 ADMINISTRATION             |          |          | 1,104.00     |
| Dept 548.000 SEWER UTILITIES DEPARTMENT      |                |                       |   |          |          |              |
| 590-548.000-742.000 CHEMICAL SUPPLIES - PLAN |                | ALEXANDER CHEMICAL CO | CHEMICALS   | 10006219 | 07/09/13 | 620.29       |
| 590-548.000-802.000 PROFESSIONAL SERVICES    |                | F&V OPERATIONS        | WWTP  | 445      | 07/09/13 | 1,364.50     |
| 590-548.000-803.003 SLUDGE HAULING           |                | BIOTECH               | WWTP  | 988      | 07/09/13 | 11,875.00    |
| 590-548.000-803.004 SEWER INVESTIGATION & RE |                | MR. NIEMAN            | ROTO ROOTER                                       | 07/01/13 | 07/09/13 | 270.00       |
| 590-548.000-824.000 TESTING & ANALYSIS       |                | DEXTER PHARMACY       | SHIPPING  | 07/01/13 | 07/09/13 | 30.84        |
| 590-548.000-911.000 LIABILITY INSURANCE      |                | MICHIGAN MUNICIPAL RI | PREMIUM DUE                                       | 07/01/13 | 07/09/13 | 8,153.70     |
| 590-548.000-920.001                          |                | AT&T                  | WWTP  | 07/01/13 | 07/09/13 | 135.65       |
|  |                |                       | Total For Dept 548.000 SEWER UTILITIES DEPARTMENT |          |          | 22,449.98    |
|  |                |                       | Total For Fund 590 SEWER ENTERPRISE FUND          |          |          | 23,553.98    |

User: erin  
DB: Dexter

EXP CHECK RUN DATES 06/20/2013 - 07/03/2013  
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| GL Number           | Inv. Line Desc             | Vendor                | Invoice Desc.      | Invoice       | Due Date | Amount Check |
|---------------------|----------------------------|-----------------------|--------------------|---------------|----------|--------------|
| Fund 591            | WATER ENTERPRISE FUND      |                       |                    |               |          |              |
| Dept 556.000        | WATER UTILITIES DEPARTMENT |                       |                    |               |          |              |
| 591-556.000-743.000 | CHEMICAL SUPPLIES - LAB    | ALEXANDER CHEMICAL CO | CHEMICALS          | 10006214      | 07/09/13 | 570.00       |
| 591-556.000-743.000 | CHEMICAL SUPPLIES - LAB    | ALEXANDER CHEMICAL CO | CHEMICALS          | 10006218      | 07/09/13 | 348.00       |
| 591-556.000-751.000 |                            | CORRIGAN OIL COMPANY  | WWTP               | 07/01/13      | 07/09/13 | 1,478.19     |
| 591-556.000-802.000 | PROFESSIONAL SERVICES      | WILLIAMS & WORKS, INC | GROUNDWATER REPORT | 70477         | 07/09/13 | 2,200.00     |
| 591-556.000-911.000 | LIABILITY INSURANCE        | MICHIGAN MUNICIPAL RI | PREMIUM DUE        | 07/01/13      | 07/09/13 | 2,799.44     |
| 591-556.000-920.001 |                            | AT&T                  | WWTP               | 07/01/13      | 07/09/13 | 69.87        |
| 591-556.000-935.000 | BUILDING MAINTENANCE & R   | ALLIED EAGLE SUPPLY C | WWTP               | 554344        | 07/09/13 | 83.05        |
| 591-556.000-977.000 | EQUIPMENT                  | ETNA SUPPLY CO        | METERS             | 100749728.001 | 07/09/13 | 2,376.62     |
| 591-556.000-977.000 | EQUIPMENT                  | ETNA SUPPLY CO        |                    | 100734340.001 | 07/09/13 | 1,188.31     |

Total For Dept 556.000 WATER UTILITIES DEPARTMENT

11,213.48

Total For Fund 591 WATER ENTERPRISE FUND

11,213.48

Fund Totals:

|          |                            |           |
|----------|----------------------------|-----------|
| Fund 101 | GENERAL FUND               | 90,062.77 |
| Fund 202 | MAJOR STREETS FUND         | 31,827.74 |
| Fund 203 | LOCAL STREETS FUND         | 3,695.55  |
| Fund 402 | EQUIPMENT REPLACEMENT FUND | 1,006.46  |
| Fund 590 | SEWER ENTERPRISE FUND      | 23,553.98 |
| Fund 591 | WATER ENTERPRISE FUND      | 11,213.48 |

Total For All Funds:

161,359.98





## Rotary Club of Dexter

PO Box 37  
Dexter, MI 48130

AGENDA 7-8-13  
ITEM 5-2

June 4, 2013

Ms. Donna Dettling  
Village Manager  
Dexter Village  
8140 Main Street  
Dexter, MI 48130

Re: Memorial Day Parade and Ceremony

Dear Ms. Dettling

The Rotary Club of Dexter is proud to have organized and executed the Dexter Memorial Day Parade and Ceremony for 2013. Our experience this year was rewarding for the club and we believe the community. However, we're unable to achieve some of our parade and ceremony goals due to the relatively short period organizing period. We found that longer lead times are necessary to get commitments to participate for some marching and ceremonial units. As such, The Rotary Club of Dexter is submitting a preliminary application to organize and the Dexter Memorial Day Parade and Ceremony for May 26, 2014. Preliminary approval of this application would allow us the long lead time to potentially get commitments for participation in the activities by marching and ceremonial units.

Respectfully,

A handwritten signature in black ink, appearing to read "Steve Feinman", with a long horizontal flourish extending to the right.

Steve Feinman  
Past President  
Rotary Club of Dexter  
[sfeinman@mindspring.com](mailto:sfeinman@mindspring.com)  
734-726-5074

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

Applicant Information

Event Name: Rotary Dexter Memorial Day Celebration Date(s): Monday May 26, 2014  
Event Description: Memorial Day Parade and Ceremony  
Location: traditional parade route and staging for the parade, ceremony in monument park  
 Park Use  Facility Use  Road Closure  Fire/Open Burn  
Organization Name (if applicable): Rotary Club of Dexter  
Applicant Name: Steve Feinman 734-726-5074  
Applicant Email: sfeinman@mindspring.com  
Applicant/Organization Address: POB 37 Dexter MI 48130  
Additional Contact:

Type of Activity (check all that apply)

- Road closure. Notification date: May 26, 2014
- 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: Memorial Day Celebration  
Parade start at 10 am, staging at 8:30 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,  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.


6/4/13

  
 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:                       Signature:   
 Dexter Area Fire Dept.              Date:                       Signature:

**Attachment Check List:**

| Yes                      | No                       | N/A                      | Description  |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Damage Deposit.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Homeowners Insurance.  |
| <input 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: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span> |

Approved       Denied                      Date:

APPROVED OR DENIED BY:

CONDITIONS OF APPROVAL:

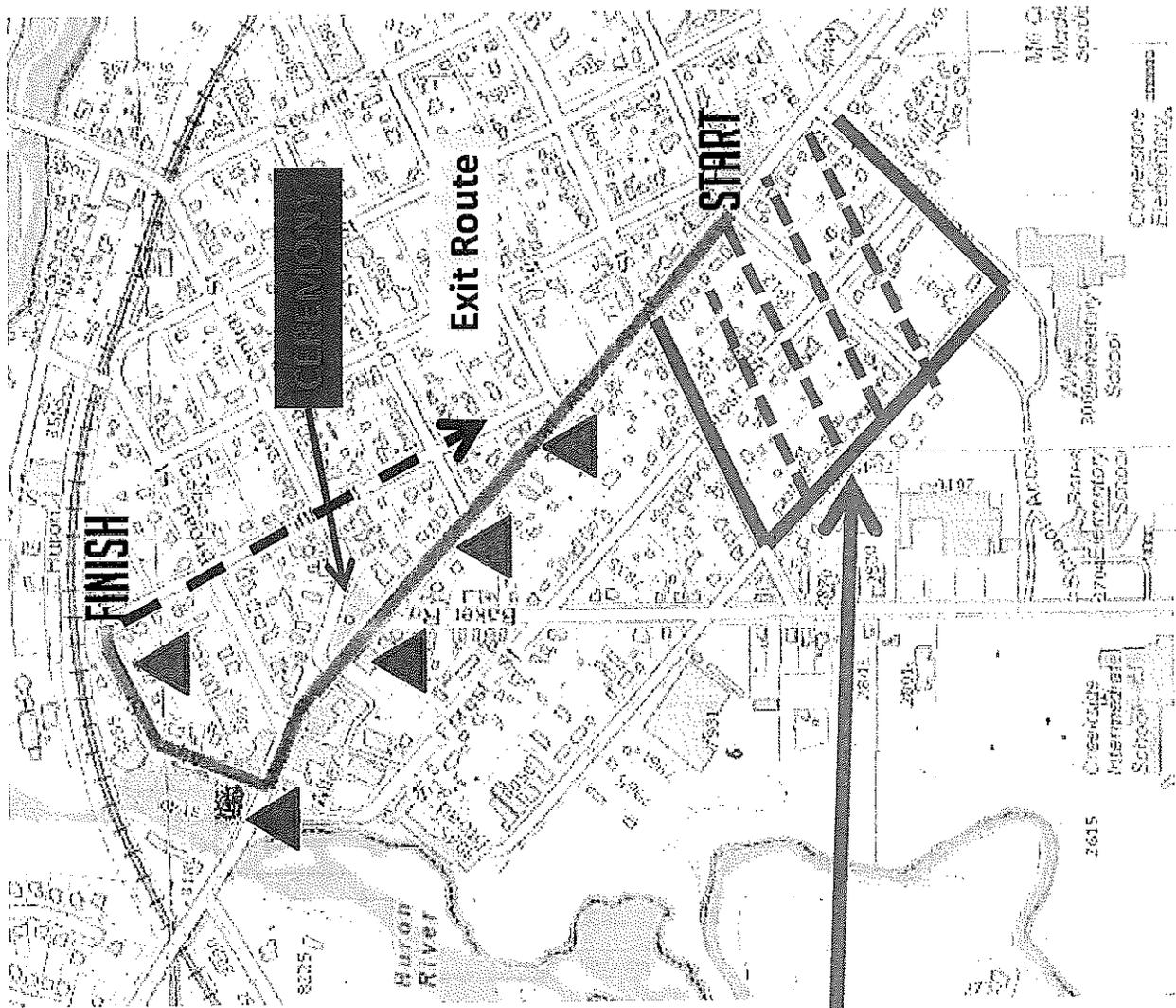
REASONS FOR DENIAL:

APPROVAL STAMP:

# PARADE ROUTE VOLUNTEERS



Parade flow volunteers



STAGING AREA

FINISH

Exit Route

START

AGENDA 7-8-13  
ITEM K-2

## 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**  
**From: Donna Dettling, Village Manager**  
**Date: July 8, 2013**  
**Re: Safe Routes to School/MDOT Infrastructure Funding Update**

Attached is an email from Amy Heydlauff that offers advice for how the Village can partner with the Wellness Foundation/Dexter's Coalition to help cover unfunded grant expenses. Shawn and I are planning to meet with Coalition members on July 9, 2013 to discuss this possibility of the Coalition including this as an intervention in the 2014 Wellness Plan.

Also attached is a memo from Patrick Droze along with the Infrastructure worksheet for the proposed projects eligible for funding through MDOT and the SR2S program. Patrick will be attending the meeting to review the projects and finalize support for the projects that will be included in the grant application. Below are the infrastructure related notes from the meeting with School Board members held June 18, 2103.

- Project 1- Baker Road Crosswalk. Dick Lundy is still concerned about the refuge island concept on Baker Road creating an undesirable exposure for kids that are stuck in the island. He would be more supportive of this project if the Village would simply consider installing the rapid flashing bacon and not install the refuge island.
- Project 2- Walkabout Creek to Bates Sidewalk. Dick Lundy doesn't see the need for sidewalk along Baker and Dan Hoey in this location. He feels the School can work with the village to provide access behind the cemetery on School property to make this connection. Patrick Droze will make a site visit to determine if the grades could work for a sidewalk in this location and report back.

Council will need to select specific projects during the meeting tonight. Staff will be meeting on Wednesday, July 10<sup>th</sup> to finalize the application. The Michigan Fitness Foundation requested that we submit our application ahead of the July 30, 2013 deadline to allow for internal review and final modifications.

## Donna Dettling

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**From:** Amy Heydlauff <amy@5healthytowns.org>  
**Sent:** Friday, June 28, 2013 3:53 PM  
**To:** skeough@dextermi.gov; Shirley Bitters (bittersweetprojects@gmail.com); pederseb@dexterschools.org  
**Cc:** JDH@HardwoodSolutions.com; Donna Dettling (ddettling@dextermi.gov); Larry Cobler; Matt Pegouskie  
**Subject:** Safe Routes to School (SR2S) and funding needs

Shawn, Shirley & Brett,

I had a helpful conversation with Shawn this afternoon. We were discussing the expenses associated with implementing the Safe Routes to School plan. Some of those expenses, probably less than \$60,000, will not be covered by the potential grant funding. (We are both making the assumption Dexter is likely to receive the funding, by the way.)

The Village would like to know if any other organizations will be helping the village shoulder the unbudgeted expenses. He & I are in agreement the schools, coalition and village will all benefit from the improved infrastructure (each organization representing your local population in a different way).

I think the best approach would be for the coalition to talk about what contribution they can make through their comprehensive wellness planning. I asked Matt to work with our bookkeeper to determine what's been spent out of your 1<sup>st</sup> year SR2S budget. Perhaps there is some excess. In addition, the Coalition should be in a position at the June meeting to discuss any additional funding you might be willing to include in future plans. Before that conversation occurs it would be helpful for Shawn to speak with Brett, Shirley or both of them to assure the right information, from the Council's point of view, is shared with the coalition. I will leave it to the 3 of you to connect.

Matt will try to have the budget information we can contribute to Brett & Shirley by Tuesday, 7/2. Our bookkeeper won't be in until the 2<sup>nd</sup>.

Shawn believes the Village would not want to lose the potential of \$400,000 in infrastructure grants. I suspect we're all in agreement on that score.

Please let Matt or me know if we can help in any way. Thanks to all of you for the volunteer time you spend on your community's behalf. It's clear the people in Dexter love Dexter.

Amy

Amy Heydlauff, RN, MHSA  
Executive Director  
Chelsea-Area Wellness Foundation  
734.433.4599  
[www.5healthytowns.org](http://www.5healthytowns.org)  
WELL, WELL, WELL

## memorandum

**Date:** June 27, 2013

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

**Re:** Dexter Safe Routes to School

Following up on the June 24, 2013 Council Meeting, several questions were raised regarding the Safe Routes to School Grant program. This memorandum provides answers to these questions and also provide information on the proposed projects for council's consideration.

### QUESTIONS FROM JUNE 24, 2013 MEETING

Additional questions were raised at the June 24, 2013 Council Meeting regarding requirements related to the Safe Routes to School Funding Source. The questions were submitted to April Morrison-Harke with the Michigan Fitness Foundation (MFF) who administers the Safe Routes to School program for the MDOT University Region. A summary of the questions and answers are provided below:

Question 1: Does MDOT award portions of a submittal or the entire submittal?

Answer 1: It is possible that certain projects may not receive funding within a given application. The MFF will perform a pre-submittal review to ensure that competitive projects are submitted.

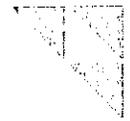
Question 2: Can the Village remove portions of a project after receiving award from MDOT? A specific example would be to remove the pedestrian refuge islands from Baker Road.

Answer 2: MDOT will review and approve projects in their entirety. A modification of the project after approval could affect the intent and competitiveness of an improvement and is therefore not permitted. The submitted projects should be as close to the intended improvement as possible.

Question 3: Must all street crossings be designated as school crossings (including School S1-1 signs)?

Answer 3: MDOT stated that since the projects are being funded through Safe Routes to School, S1-1 school crossing signs must be provided. MDOT indicated that Adult Crossing Guards are not mandatory for this instance.

Based on these responses, it is recommended that the Village Council select specific projects listed below. If any modifications are necessary, these should be clearly delineated during the July 10, 2013 so that they may be included in the final application submittal. The MFF has requested that applications are submitted ahead of the July 30, 2013 in order to allow for internal review and final modifications.



## PREVIOUSLY RECOMMENDED PROJECTS

As noted in at the May 28, 2013 Council Meeting, four total projects are proposed as part of the Village's Application. Based on the responses at the May 28, 2013 meeting, projects 1, 3 and 4 were acceptable to the Council while project 2 required revision. A summary of each project is provided below

### Project 1:

This improvement includes the placement of a rectangular rapid flashing beacon (RRFB) on Baker Road at an existing crosswalk. The work will also include the construction of a raised pedestrian refuge island within the roadway to improve safety.

### Project 3:

This improvement includes the construction of new sidewalk on the south side of Dan Hoey Road between the Dexter Crossing Development and the Dapco Industries property. At this point, a pedestrian crossing would be provided that would include a RRFB and raised pedestrian refuge island similar to that proposed in project 1.

### Project 4:

This improvement includes the installation of a RRFB at the existing crosswalk at Ann Arbor Street and Kensington.

## REVISED PROJECTS

Additional alternatives were considered based on comments received at the May 28, 2013 Council Meeting. These alternatives were developed for Project 2 whose objective includes connecting Bates Elementary with eastern destinations. The three alternatives are discussed below:

- Alternative 1 (Dan Hoey/Baker) – Revised version of the previously provided Dan Hoey – Baker Road option which routed sidewalk alongside the existing St. Joseph's cemetery property. This alternative includes installing sidewalk on the north side of the Dan Hoey/Baker road intersection.
- Alternative 2 (School Property) – Construction of sidewalk between an existing pathway on school property north of the Dan Hoey - Walkabout Creek crosswalk. The sidewalk would cross school property and connect with existing sidewalk immediately west of the bus loop near Bates Elementary.
- Alternative 3 (Baker Sidewalk) – Construction of sidewalk south of Bates Elementary along the east side of Baker Road extending south to Dan Hoey Road. This will include the construction of a crosswalk on the north side of Dan Hoey Road.

For the intents of the project, viable options to provide connectivity would include Alternative 1 or a combination of Alternative 2 and 3. A summary of costs for all projects is included in Table 1.

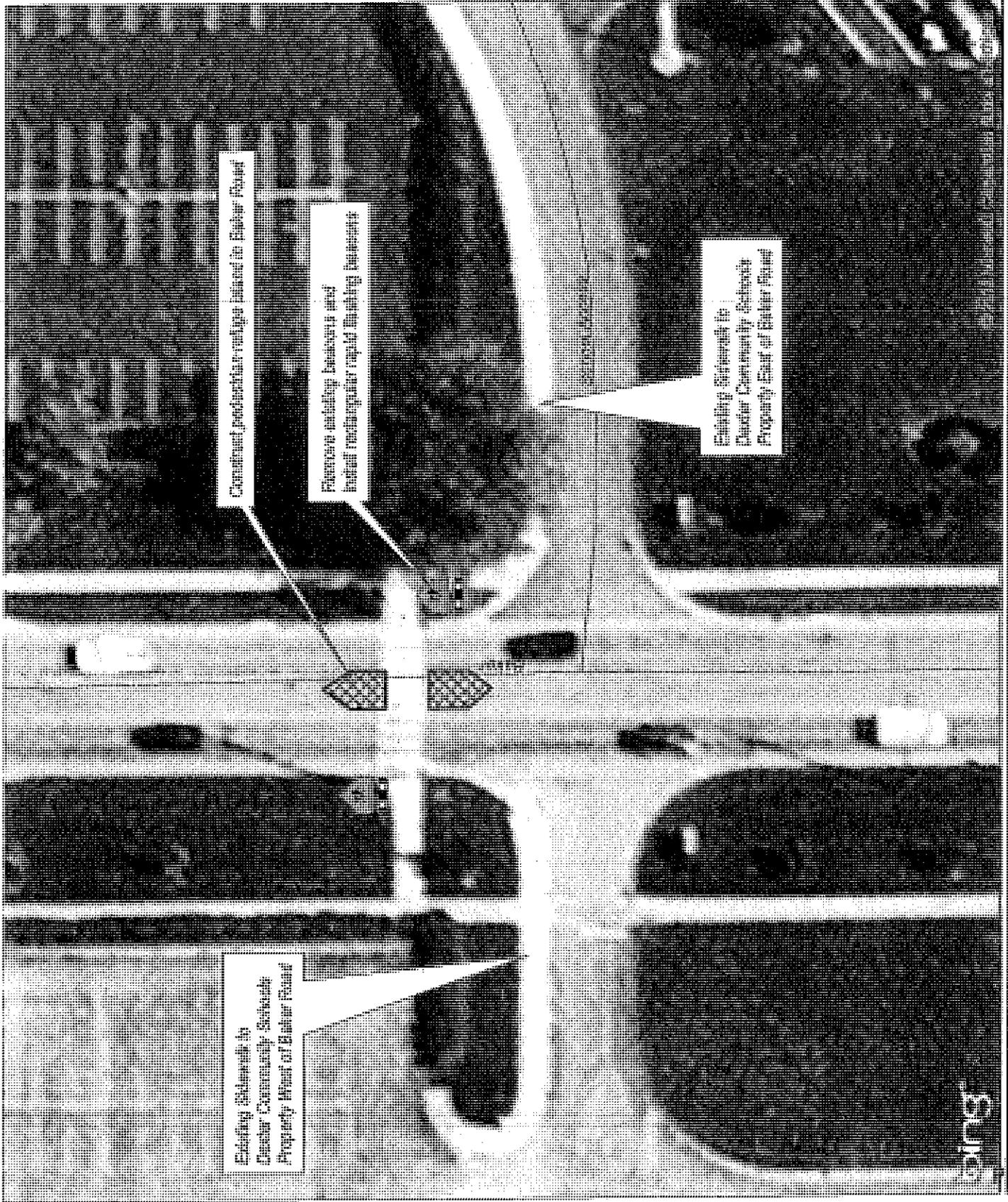
**TABLE 1: Project Estimates**

| Project           | Description                                     | Estimated Construction Cost |
|-------------------|---|-----------------------------|
| 1                 | Baker Road Crosswalk                            | \$68,000.00                 |
| 2 – Alternative 1 | Dan Hoey / Baker – Parallel to Cemetery         | \$126,000.00                |
| 2 – Alternative 2 | School Property Route                           | \$62,000.00                 |
| 2 – Alternative 3 | Baker Road to Dan Hoey                          | \$39,000.00                 |
| 3                 | Dan Hoey (Dexter Crossing to Mill Creek School) | \$94,000.00                 |
| 4                 | Kensington Rapid Flashing Beacon                | \$40,000.00                 |

To ensure that the submittal to MDOT meets the objectives of Village Leadership, specific Council Action is requested for selecting a recommended alternative for Project 2.

# Safe Routes To School Concept Plans

08/31/2013



Construct pedestrian refuge island in Babler Road

Remove existing benches and install rectangular rapid flashing beacons

Existing sidewalk to Sycamore Community School Property East of Babler Road

Existing sidewalk to Sycamore Community School Property West of Babler Road

08/31/2013

Map provided by MapSource County and the Village of Sycamore. Credit given and copyright notice of the user under the map. This document is prepared to assist the applicant in the design of the proposed project and the information is not to be used for any other purpose without the written consent of the user.

Professional Engineer: [Name] State of Illinois License No. [Number]



# OPINION OF PROBABLE CONSTRUCTION COST

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

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

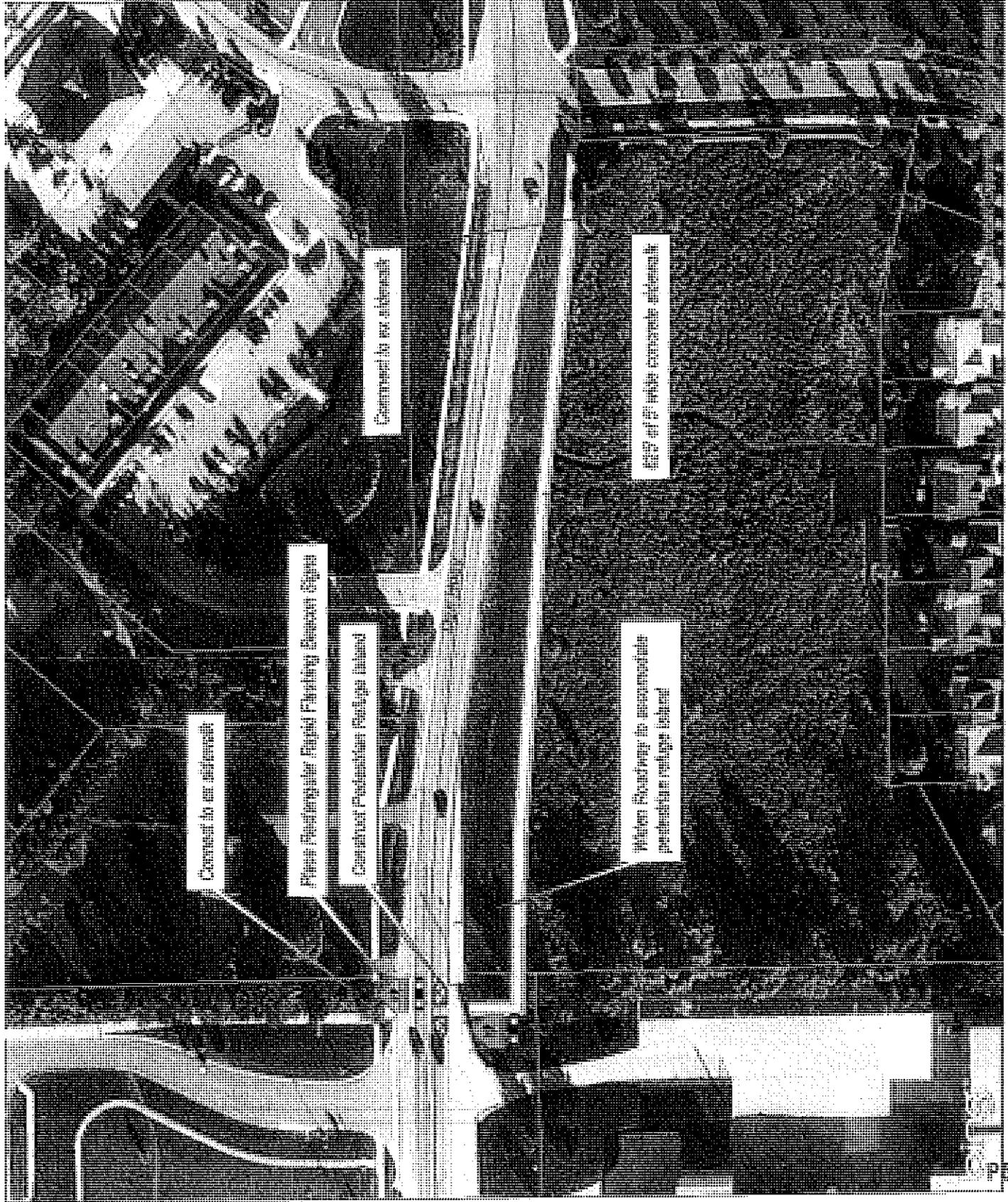
PROJECT: Village of Dexter General Services  
 LOCATION: Safe Routes to School  
 WORK: P1 - Baker Road Crosswalk

DATE: May 31, 2013  
 PROJECT #: 0130-12-0041  
 ESTIMATOR: PMD  
 CHECKED BY:  
 CURRENT ENR: PMD

| ITEM CODE         | DESCRIPTION                          | UNIT | TOTAL | UNIT PRICE   | COST                |
|-------------------|--------------------------------------|------|-------|--------------|---------------------|
| 1                 | Mobilization                         | LS   | 1     | \$ 5,000.00  | \$ 5,000.00         |
| 2                 | Pavt, Rem                            | Syd  | 56    | \$ 10.00     | \$ 560.00           |
| 3                 | Sidewalk, Rem                        | Syd  | 38    | \$ 5.00      | \$ 190.00           |
| 4                 | Curb and Gutter, Rem                 | Ft   | 40    | \$ 10.00     | \$ 400.00           |
| 5                 | Grading                              | LS   | 1     | \$ 2,000.00  | \$ 2,000.00         |
| 6                 | Aggregate Base, Supplemental         | Syd  | 100   | \$ 10.00     | \$ 1,000.00         |
| 7                 | Crosswalk, Stamped Concrete          | Sft  | 400   | \$ 14.00     | \$ 5,600.00         |
| 8                 | Sidewalk Ramp, Conc                  | Ea   | 2     | \$ 500.00    | \$ 1,000.00         |
| 9                 | Curb and Gutter, Conc                | Ft   | 80    | \$ 15.00     | \$ 1,200.00         |
| 10                | Slope Paving, Decorative, Conc       | Sft  | 400   | \$ 14.00     | \$ 5,600.00         |
| 11                | HMA, Hand Patching                   | Ton  | 10    | \$ 100.00    | \$ 1,000.00         |
| 12                | Signs and Pavement Markings          | LS   | 1     | \$ 1,500.00  | \$ 1,500.00         |
| 13                | Directional Bore, Conduit            | LS   | 1     | \$ 3,000.00  | \$ 3,000.00         |
| 14                | Sign and Beacon, Ex, Rem             | LS   | 1     | \$ 1,500.00  | \$ 1,500.00         |
| 15                | Rapid Flashing Beacon, Powered (Set) | Ea   | 1     | \$ 20,000.00 | \$ 20,000.00        |
| 16                | Traffic Maintenance and Control      | LS   | 1     | \$ 5,000.00  | \$ 5,000.00         |
| 17                | Erosion Control                      | LS   | 1     | \$ 1,500.00  | \$ 1,500.00         |
| 18                | Topsoil, Seed and Mulch              | Syd  | 15    | \$ 10.00     | \$ 150.00           |
| SUBTOTAL          |                                      |      |       |              | \$ 56,000.00        |
| CONTINGENCY (20%) |                                      |      |       |              | \$ 12,000.00        |
| <b>TOTAL</b>      |                                      |      |       |              | <b>\$ 68,000.00</b> |

Safety Routes To School  
**Concept Plans**

0011500



Connect to air stream

Provide Pedestrian Rapid Flashing Beacon Signs

Construct Pedestrian Refuge Island

Connect to air stream

When Roadway is unimproved pedestrian refuge island

Use of white concrete sidewalk



Scale: 1" = 100'

0011500



# OPINION OF PROBABLE CONSTRUCTION COST

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

34000 Plymouth Road, Livonia, Michigan, 48150

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

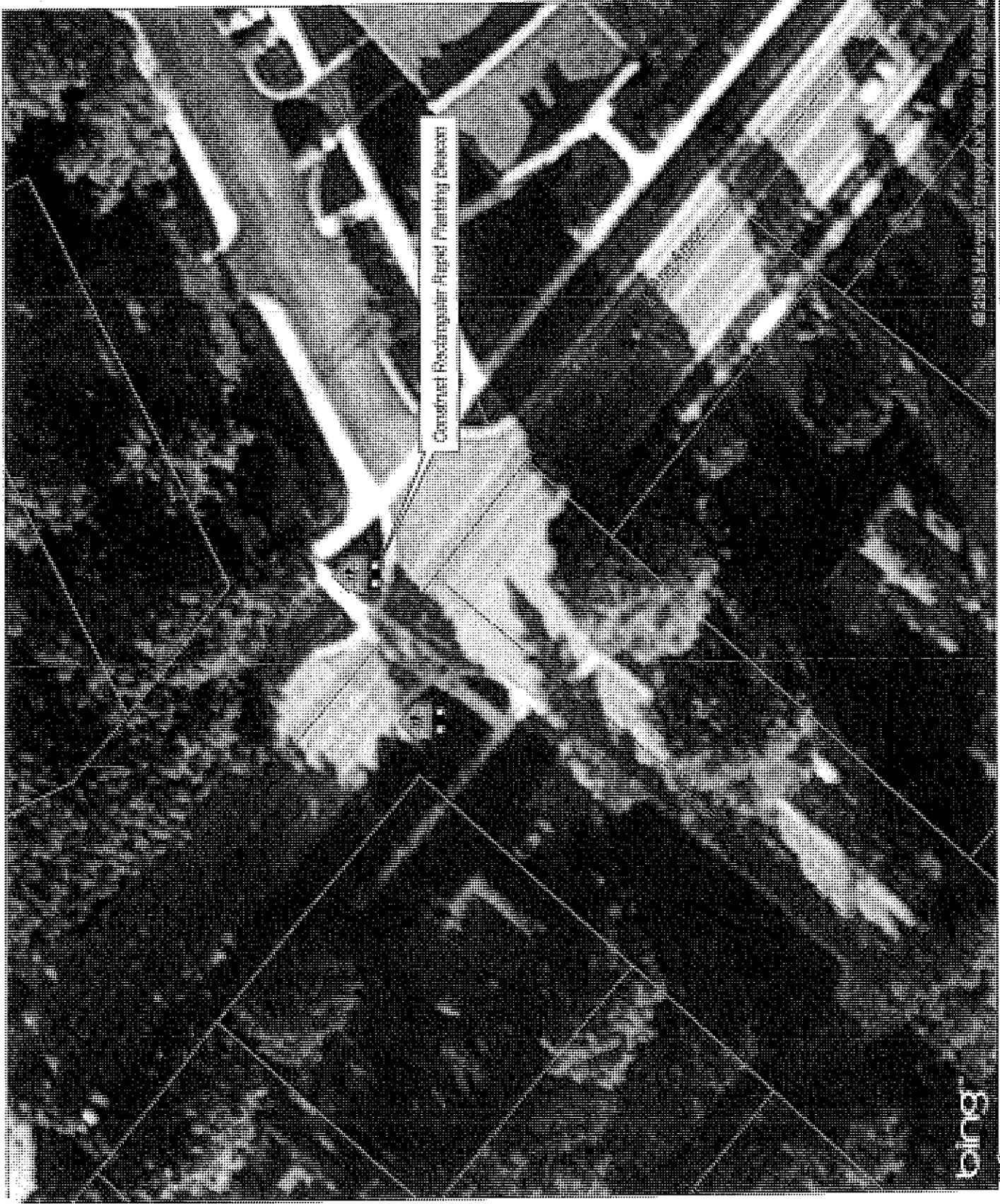
PROJECT: Village of Dexter General Services  
 LOCATION: Safe Routes to School  
 WORK: Project 3 - Dexter Crossing to Mill Creek

DATE: May 31, 2013  
 PROJECT #: 0130-12-0041  
 ESTIMATOR: PMD  
 CHECKED BY:  
 CURRENT ENR: PMD

| ITEM CODE         | DESCRIPTION                        | UNIT | TOTAL | UNIT PRICE   | COST                |
|-------------------|------------------------------------|------|-------|--------------|---------------------|
| 1                 | Mobilization                       | LS   | 1     | \$ 5,000.00  | \$ 5,000.00         |
| 2                 | Curb and Gutter, Rem               | Ft   | 40    | \$ 20.00     | \$ 800.00           |
| 3                 | Pavt, Rem                          | Syd  | 86    | \$ 10.00     | \$ 855.56           |
| 4                 | Machine Grading                    | Sta  | 2     | \$ 800.00    | \$ 1,600.00         |
| 5                 | Aggregate Base, 10 inch            | Syd  | 200   | \$ 10.00     | \$ 2,000.00         |
| 6                 | HMA, 2C                            | Ton  | 33    | \$ 80.00     | \$ 2,640.00         |
| 7                 | HMA, 3C                            | Ton  | 17    | \$ 75.00     | \$ 1,237.50         |
| 8                 | HMA, 13A                           | Ton  | 17    | \$ 75.00     | \$ 1,237.50         |
| 9                 | Curb and Gutter, Conc, Def F4      | Ft   | 80    | \$ 15.00     | \$ 1,200.00         |
| 10                | Slope Paving, Decorative, Conc     | Sft  | 400   | \$ 14.00     | \$ 5,600.00         |
| 11                | Sidewalk Station Grading           | Sta  | 7     | \$ 600.00    | \$ 4,200.00         |
| 12                | Erosion Control                    | LS   | 1     | \$ 1,500.00  | \$ 1,500.00         |
| 13                | Traffic Maintenance and Control    | LS   | 1     | \$ 4,000.00  | \$ 4,000.00         |
| 14                | Sidewalk, Conc                     | Sft  | 3100  | \$ 4.00      | \$ 12,400.00        |
| 15                | Sidewalk Ramp, Conc                | Ea   | 2     | \$ 500.00    | \$ 1,000.00         |
| 16                | Rapid Flashing Beacon, Solar (Set) | Ea   | 1     | \$ 25,000.00 | \$ 25,000.00        |
| 17                | Signage                            | LS   | 1     | \$ 750.00    | \$ 750.00           |
| 18                | Pavement Markings                  | LS   | 1     | \$ 1,500.00  | \$ 1,500.00         |
| 19                | Topsoil, Seed and Mulch            | Syd  | 1722  | \$ 3.00      | \$ 5,166.67         |
| SUBTOTAL FOR      |                                    |      |       |              | \$ 78,000.00        |
| CONTINGENCY (20%) |                                    |      |       |              | \$ 16,000.00        |
| <b>TOTAL</b>      |                                    |      |       |              | <b>\$ 94,000.00</b> |

# Solo Routes To School Concept Plans

01.21.2013



Construct Rectangular Aged Planting Basin



Scale: 1" = 100'  
0

Proposed routes are shown in white. Other routes are shown in grey. The routes are subject to change without notice.

City of Chicago  
Department of Transportation

Project 4 - New Aged Street Crosswalk

11/13/2013 10:14 AM

11/13/2013 10:14 AM

dmf



# OPINION OF PROBABLE CONSTRUCTION COST

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

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

PROJECT: Village of Dexter General Services  
LOCATION: Safe Routes to School  
WORK: P4 - Ann Arbor - Kensington RRFB

DATE: May 31, 2013  
PROJECT #: 0130-12-0041  
ESTIMATOR: PMD  
CHECKED BY: \_\_\_\_\_  
CURRENT ENR: PMD

| ITEM CODE         | DESCRIPTION                        | UNIT | TOTAL | UNIT PRICE   | COST                |
|-------------------|------------------------------------|------|-------|--------------|---------------------|
| 1                 | Mobilization                       | LS   | 1     | \$ 2,000.00  | \$ 2,000.00         |
| 12                | Signs and Pavement Markings        | LS   | 1     | \$ 500.00    | \$ 500.00           |
| 13                | Directional Bore, Conduit          | LS   | 1     | \$ 3,000.00  | \$ 3,000.00         |
| 15                | Rapid Flashing Beacon, Solar (Set) | Ea   | 1     | \$ 25,000.00 | \$ 25,000.00        |
| 16                | Traffic Maintenance and Control    | LS   | 1     | \$ 1,500.00  | \$ 1,500.00         |
| 17                | Erosion Control                    | LS   | 1     | \$ 500.00    | \$ 500.00           |
| 18                | Topsoil, Seed and Mulch            | Syd  | 15    | \$ 10.00     | \$ 150.00           |
| SUBTOTAL          |                                    |      |       |              | \$ 33,000.00        |
| CONTINGENCY (20%) |                                    |      |       |              | \$ 7,000.00         |
| <b>TOTAL</b>      |                                    |      |       |              | <b>\$ 40,000.00</b> |

# Village of Dexter Safe Routes to School

## Legend

-  Rapid Flashing Beacon
-  Sidewalk



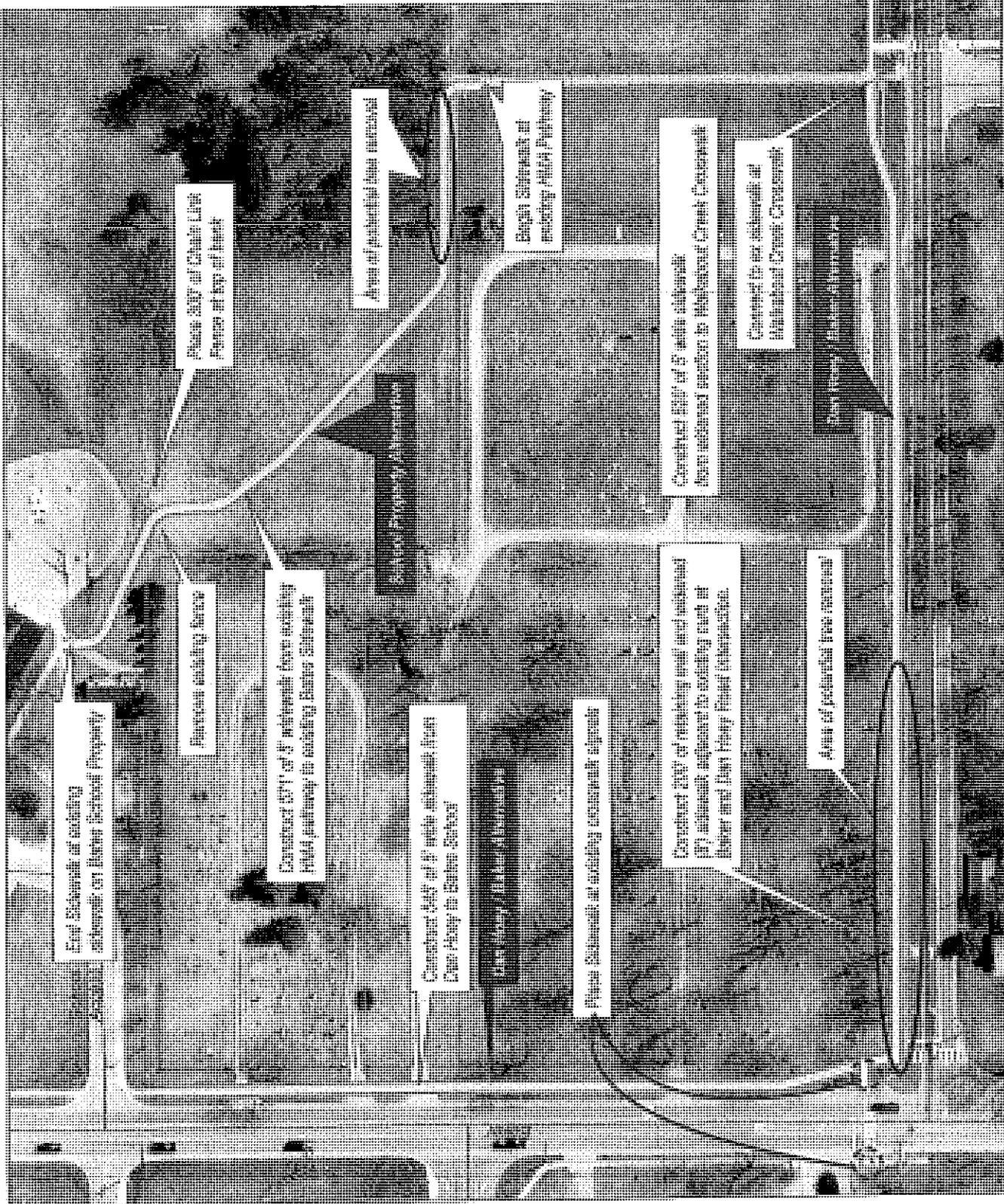
Scale: 1:10,000  
 Date: 10/15/2014  
 Project: Safe Routes to School

Source: Data provided by Village of Dexter and the City of Dexter. Generated from  
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Project: Safe Routes to School  
 Date: 10/15/2014

State Floodable To Special  
**Concept Plans**

06.24.2019



0  
 Review: Plans prepared by Independent Consultant and the Village of Northbrook were prepared for the purpose of the public display. The accuracy of the information is not guaranteed. The information is provided for informational purposes only. The information is not intended to be used for any other purpose. The information is not intended to be used for any other purpose. The information is not intended to be used for any other purpose.

Project 2 - Walkway Curb to Mahabouf Creek

06.24.2019



# OPINION OF PROBABLE CONSTRUCTION COST

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

34000 Plymouth Road, Livonia, Michigan, 48150

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

PROJECT: Village of Dexter General Services  
 LOCATION: Safe Routes to School  
 WORK: P2 - Walkabout to Bates Sidewalk

DATE: June 24, 2013  
 PROJECT #: 0130-12-0041  
 ESTIMATOR: PMD  
 CHECKED BY: \_\_\_\_\_  
 CURRENT ENR: PMD

| ITEM CODE         | DESCRIPTION                     | UNIT | TOTAL | UNIT PRICE  | COST                 |
|-------------------|---------------------------------|------|-------|-------------|----------------------|
| 1                 | Mobilization                    | LS   | 1     | \$ 5,000.00 | \$ 5,000.00          |
| 2                 | Tree, Rem                       | Ea   | 10    | \$ 1,200.00 | \$ 12,000.00         |
| 3                 | Sidewalk Earthwork              | Sta  | 12    | \$ 1,300.00 | \$ 15,600.00         |
| 4                 | Shoulder, 21AA                  | Syd  | 178   | \$ 8.00     | \$ 1,422.22          |
| 5                 | Remove and Replace Fence        | Ft   | 250   | \$ 15.00    | \$ 3,750.00          |
| 6                 | Retaining Wall, Block           | Ft   | 200   | \$ 30.00    | \$ 6,000.00          |
| 7                 | Reconstruct Brick Pillar        | Ea   | 1     | \$ 3,000.00 | \$ 3,000.00          |
| 8                 | Sidewalk, Conc (8' wide)        | Sft  | 1600  | \$ 4.50     | \$ 7,200.00          |
| 9                 | Sidewalk, Conc (5' wide)        | Sft  | 5425  | \$ 4.00     | \$ 21,700.00         |
| 10                | Sidewalk Ramp, Conc             | Ea   | 2     | \$ 500.00   | \$ 1,000.00          |
| 11                | Remove and Replace Signs        | LS   | 1     | \$ 1,500.00 | \$ 1,500.00          |
| 12                | Erosion Control                 | LS   | 1     | \$ 2,000.00 | \$ 2,000.00          |
| 13                | Traffic Maintenance and Control | LS   | 1     | \$ 5,000.00 | \$ 5,000.00          |
| 14                | Topsoil, Seed and Mulch         | Syd  | 6667  | \$ 3.00     | \$ 20,000.00         |
| SUBTOTAL FOR      |                                 |      |       |             | \$ 105,000.00        |
| CONTINGENCY (20%) |                                 |      |       |             | \$ 21,000.00         |
| <b>TOTAL</b>      |                                 |      |       |             | <b>\$ 126,000.00</b> |



# OPINION OF PROBABLE CONSTRUCTION COST

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

34000 Plymouth Road, Livonia, Michigan, 48150

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

PROJECT: Village of Dexter General Services  
 LOCATION: Safe Routes to School  
 WORK: P2 - Walkabout to Bates Sidewalk

DATE: June 24, 2013  
 PROJECT #: 0130-12-0041  
 ESTIMATOR: PMD  
 CHECKED BY: \_\_\_\_\_  
 CURRENT ENR: PMD

| ITEM CODE         | DESCRIPTION                     | UNIT | TOTAL | UNIT PRICE  | COST                |
|-------------------|---------------------------------|------|-------|-------------|---------------------|
| 1                 | Mobilization                    | LS   | 1     | \$ 5,000.00 | \$ 5,000.00         |
| 2                 | Sidewalk Earthwork              | Sta  | 5     | \$ 400.00   | \$ 2,000.00         |
| 3                 | Sidewalk, Conc (5' wide)        | Sft  | 2725  | \$ 4.00     | \$ 10,900.00        |
| 4                 | Sidewalk Ramp, Conc             | Ea   | 2     | \$ 500.00   | \$ 1,000.00         |
| 5                 | Erosion Control                 | LS   | 1     | \$ 2,000.00 | \$ 2,000.00         |
| 6                 | Traffic Maintenance and Control | LS   | 1     | \$ 3,000.00 | \$ 3,000.00         |
| 7                 | Topsoil, Seed and Mulch         | Syd  | 2778  | \$ 3.00     | \$ 8,333.33         |
| SUBTOTAL FOR      |                                 |      |       |             | \$ 32,000.00        |
| CONTINGENCY (20%) |                                 |      |       |             | \$ 7,000.00         |
| <b>TOTAL</b>      |                                 |      |       |             | <b>\$ 39,000.00</b> |



# OPINION OF PROBABLE CONSTRUCTION COST

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

34000 Plymouth Road, Livonia, Michigan, 48150

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

PROJECT: Village of Dexter General Services  
 LOCATION: Safe Routes to School  
 WORK: P2 - School Property Option

DATE: June 24, 2013  
 PROJECT #: 0130-12-0041  
 ESTIMATOR: ZDF  
 CHECKED BY: \_\_\_\_\_  
 CURRENT ENR: PMD

| ITEM CODE         | DESCRIPTION              | UNIT | TOTAL | UNIT PRICE  | COST                |
|-------------------|--------------------------|------|-------|-------------|---------------------|
| 1                 | Mobilization             | LS   | 1     | \$ 5,000.00 | \$ 5,000.00         |
| 2                 | Clearing                 | Sta  | 2     | \$ 1,500.00 | \$ 3,000.00         |
| 2                 | Sidewalk Earthwork       | Sta  | 6     | \$ 1,300.00 | \$ 7,150.00         |
| 3                 | Remove Fence             | Ft   | 160   | \$ 8.00     | \$ 1,280.00         |
| 4                 | Fence, Vinyl Coated      | Ft   | 300   | \$ 15.00    | \$ 4,500.00         |
| 4                 | Sidewalk, Conc (5' wide) | Sft  | 2855  | \$ 4.00     | \$ 11,420.00        |
| 5                 | Erosion Control          | LS   | 1     | \$ 2,000.00 | \$ 2,000.00         |
| 6                 | Topsoil, Seed and Mulch  | Syd  | 5710  | \$ 3.00     | \$ 17,130.00        |
| SUBTOTAL FOR      |                          |      |       |             | \$ 51,480.00        |
| CONTINGENCY (20%) |                          |      |       |             | \$ 10,296.00        |
| <b>TOTAL</b>      |                          |      |       |             | <b>\$ 61,776.00</b> |



AGENDA 7-8-13

ITEM L-\*

## VILLAGE OF DEXTER

[skeough@DexterMI.gov](mailto:skeough@DexterMI.gov)

8140 Main Street Dexter, MI 48130-1092

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

### MEMO

**To: Village Council**  
**From: Shawn Keough, Village President**  
**Date: July 8, 2013**  
**Re: Review of Revised Interlocal Agreement for Fire and Rescue Services with Dexter Township, Scio Township, Webster Township and the Village of Dexter**

I am pleased to present the revised Interlocal Agreement for Fire and Rescue Services with Dexter Township, Scio Township, Webster Township and the Village of Dexter. The revised document is being presented by the Regional Fire Committee for your review and possible approval in the new future. The Regional Committee regularly consists of the Supervisors from Dexter Township (Pat Kelly), Webster Township (John Kingsley) and Scio Township (Spaulding Clark), the Dexter Township Clerk (Harley Rider), the Village's Assistant Village Manager (Courtney Nicholls), one Scio Trustee (David Read), several alternating firefighters from both the Dexter Area Fire Department and the Scio Department and myself.

The Regional Committee met several times with various groups of firefighters to get their input and discuss their ideas on how to best move this forward. In addition to the regular monthly meetings, a subset of the Regional Committee attended one Dexter Area Firefighters Association (October 15, 2012) to discuss the Regional concept and interlocal. Following that meeting, the full committee met twice with firefighters from DAFA and Scio Township Fire Department on February 4<sup>th</sup> and February 22<sup>nd</sup> specifically to discuss the name, the transition topics and the importance of finding the right new fire chief. The firefighters are in support of a corporate name for the new department and had input and support the name (Washtenaw Consolidated Fire and Rescue Department) that is shown on the revised interlocal agreement. I have attached a summary email prepared by David Read (with input from Firefighter Michael Grissom) which illustrates how the name will be handled on equipment, patches, etc...going forward.

The changes to the interlocal from the last draft have been highlighted to aid your review.

The proposed regionalization effort offers many significant benefits for the Village and our residents, including a lower overall cost structure, better budget control and predictability, operational and service efficiencies, and better long term opportunity for the firefighters. I look forward to your input, comments and future support of this effort. Please feel free to contact me prior to the meeting if you would like to meet over the long weekend. I plan to be in town and would welcome your thoughts.

## Courtney Nicholls

---

**From:** David Read <DRead@ScioTownship.org>  
**Sent:** Thursday, January 31, 2013 2:19 PM  
**To:** Keough, Shawn  
**Cc:** Spaulding Clark (ESClark@ScioTownship.org); clerk-dexter@twp-dexter.org; Kingsley, John (jkingsley@twp.webster.mi.us); Courtney Nicholls; Kelly, Pat (supervisor-dexter@twp-dexter.org); grissomff522@gmail.com  
**Subject:** Re: meeting on February 4th at Scio

All,

As we discussed some time ago and with comments from Mike Grissom applied, here is what I understand Mike's description of a proposed naming concept for the new fire department to be:

1. The legal name of the new entity will be "*Corporate* Fire and Rescue" with "*Corporate*" being replaced with the appropriate, generally acceptable new name. Some suggestions include "Red, White and Blue", "Huron", "Invincible", "Washtenaw", "Western Washtenaw", "Mid-County", "Consolidated". There are many others, too numerous to list here.
2. All current equipment (turnout gear, trucks, hoses, AEDs, etc) will have "Member of *Corporate* Fire and Rescue" added under the current name. All new equipment will be labelled with only the new name.
3. The signs on all buildings will be changed to read: "*Corporate* Fire and Rescue" with the station name added below.
4. All current members, both full-time and POC, will have the "*Corporate* Fire and Rescue" patch added to the uniforms. The current patch will remain in place on one shoulder, the new patch will be added to the other shoulder. (We didn't discuss the situation where a current member wants to have only the new patch.)
5. All members hired after the creation of the new department will have only the "*Corporate* Fire and Rescue" name on their uniforms, t-shirts, turn-out gear, etc.
6. After the creation of the new department, all new or replacement clothing items, uniforms, gear, and/or equipment will have only the "*Corporate* Fire and Rescue" name as standard. Optionally, the "local" patch could be retained on the uniform, at the individual's request. Metal badges with the "*Corporate* Fire and Rescue" name will be ordered for current members as needed or as requested. Badges for new members will use the new name.

Please feel free to edit, amend or otherwise correct the above.

Thanks,  
David

**INTERLOCAL AGREEMENT**

CREATING THE

**WASHTENAW CONSOLIDATED FIRE AND RESCUE DEPARTMENT**  
(a Michigan public body corporate)

BETWEEN AND AMONG

**DEXTER TOWNSHIP**  
(a Michigan general law township)

AND THE

**VILLAGE OF DEXTER**  
(a Michigan general law village)

AND

**SCIO TOWNSHIP**  
(a Michigan general law township)

AND

**WEBSTER TOWNSHIP**  
(a Michigan general law township)

*Version - June 17, 2013*

The following recitals are made regarding this interlocal agreement between the Township of Dexter, Washtenaw County, Michigan ("**Dexter Township**"), the Village of Dexter, Washtenaw County, Michigan ("**Village**"), the Township of Scio, Washtenaw County, Michigan ("**Scio Township**"), and the Township of Webster, Washtenaw County, Michigan ("**Webster Township**"):

Political subdivisions of the State of Michigan have been authorized by the People of the State of Michigan to enter into agreements for the performance, financing, and execution of governmental functions through Section 5 of Article III of the State Constitution of 1963.

The People of the State of Michigan, through Section 28 of Article VII of the State Constitution of 1963, have required the Michigan Legislature to authorize 2 or more counties, townships, cities, villages, or districts to, among other things: (1) enter into contracts, including with the State, for the joint administration of functions or powers; (2) share costs and responsibilities; (3) transfer functions or responsibilities; (4) cooperate; and (5) lend their credit in connection with any publicly owned undertaking.

The Michigan Legislature has implemented Section 5 of Article III of the State Constitution of 1963 and Section 28 of Article VII of the State Constitution of 1963 by enacting the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512 ("**Act**"). Under the Act, a public agency may jointly exercise with any other public agency any power, privilege, or authority that the agencies share in common and that each might exercise separately. An agreement between 1 or more public agencies under the Act may provide for a separate legal or administrative entity, which must be a public body corporate or politic, to administer or execute the agreement.

As townships, Dexter Township, Scio Township, and Webster Township are authorized to provide fire protection and emergency response services, related health or safety services, and establish and maintain a fire department under Michigan law, including, but not limited to, 1945 PA 246, MCL 41.181 to 41.187, and 1951 PA 33, MCL 41.801 to 41.813.

The Village is authorized to provide fire protection and emergency response services, related health or safety services, and establish and maintain a fire department under Michigan law, including, but not limited to, The General Law Village Act, 1895 PA 3, MCL 61.1 to 75.12. Dexter Township, Scio Township, Webster Township, and the Village each seeks to cooperate with the other to further coordinate, enhance, and improve the provision of fire protection and emergency response services and related health or safety services by entering into this interlocal agreement.

Dexter Township, Scio Township, Webster Township, and the Village intend to achieve their goal by creating a separate legal entity named the Washtenaw Consolidated Fire and Rescue Department ("**Department**"). Under this interlocal agreement, Dexter Township, Scio Township, Webster Township, and the Village each agree that the Department will administer or execute the joint powers, duties, functions, responsibilities, and authority possessed by Dexter Township, Scio Township, Webster Township, and the Village as necessary to provide efficient and effective fire protection and emergency response services and related health or safety services.

*updated name  
throughout document*

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

## ARTICLE I

### DEFINITIONS

**Section 1.01. Definitions.** As used in this interlocal agreement:

- (a). “**Act**” means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
- (b). “**Agreement**” means this interlocal agreement between and among Dexter Township, Scio Township, Webster Township, and the Village.
- (c). “**Alternate Representative**” means an individual appointed by a Party as an alternate for a Representative under Section 4.04 of this Agreement.
- (d). “**DAFD Participant**” means a Party that also is a participating Public Agency on the Effective Date in the interlocal agreement, as amended, which was originally entered into under the Act to establish the Dexter Area Fire Department and approved on March 26, 1985 by the authorized representatives of the Village of Dexter, Dexter Township, Scio Township, Webster Township, and the Township of Lima, Washtenaw County, Michigan.
- (e). “**Department**” means the Washtenaw Consolidated Fire and Rescue Department, a separate legal entity and public body corporate created under Article III of this Agreement.
- (f). “**Department Run**” means the act of the Department responding with 1 or more vehicles to provide Emergency Services within the Service Area.
- (g). “**Dexter Area Fire Department**” or “**DAFD**” means the public body corporate and established under an interlocal agreement, as amended, which was originally entered into under the Act on March 26, 1985 by the authorized representatives of the Village of Dexter, Dexter Township, Scio Township, Webster Township, and the Township of Lima, Washtenaw County, Michigan.
- (h). “**Dexter Township**” means the Township of Dexter, Washtenaw County, Michigan, a Michigan general law township.
- (i). “**Emergency Services**” means fire protection services, emergency medical services, emergency response, and any Related Emergency Health and Safety Services. Emergency services does not include police protection.
- (j). “**Effective Date**” means the later of October 1, 2013 or the date on which all of the following are satisfied:  
*changed tentative date*
- (i). The Agreement is approved and entered into by the governing body of Dexter Township.
- (ii). The Agreement is approved and entered into by the governing body of Scio Township.

- (iii). The Agreement is approved and entered into by the governing body of Webster Township.
- (iv). The Agreement is approved and entered into by the governing body of the Village.
- (v). The Agreement is approved by the Governor under Section 10 of the Act.
- (vi). The Agreement is filed with the county clerk of Washtenaw County, Michigan.
- (vii). The Agreement is filed with the Secretary of State of the State.
- (k). **"Fire Board"** means the governing body of the Department described in Section 4.01 of this Agreement.
- (l). **"Fire Chief"** means the chief executive officer of the Department selected under Section 4.13 of this Agreement.
- (m). **"Fiscal Year"** means the fiscal year of the Department, which shall begin on April 1 of each calendar year and end on March 31 of the following calendar year.
- (n). **"OMA"** means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.
- (o). **"Largest Party"** means the Party with the largest financial contribution obligation to the Department as determined annually under Section 7.08 of this Agreement.
- (p). **"Party"** means a township or Village that has approved this Agreement and that has not withdrawn from this Agreement.
- (q). **"Person"** means an individual, authority, corporation, limited liability company, partnership, limited partnership, firm, organization, association, joint venture, trust, governmental entity, Public Agency, or other legal entity.
- (r). **"Public Agency"** means that term as defined under Section 2(e) of the Act.
- (s). **"Related Emergency Health and Safety Services"** means health and other medically-related services rendered in conjunction with the provision of Emergency Services.
- (t). **"Representative"** means an individual serving on the Fire Board appointed by a Party.
- (u). **"Service Area"** means the geographic territory of all of the Parties as detailed in Exhibit A to this Agreement, and any additional geographic areas inside and outside of the Parties' geographic territory to which the Department may provide Emergency Services under a contract with a Public Agency other than a mutual or reciprocal aid agreement or compact.
- (v). **"Scio Township"** means the Township of Scio, Washtenaw County, Michigan, a Michigan general law township.

*updated by attorney*

(w). “SEV” means state equalized value of all real and personal property as reported to the State Tax Commission and the Washtenaw County Equalization Department on the most recent Form L-4022, and includes any corrections to the Form L-4022 by each Party’s assessing officer made upon closure of the March Board of Review.

(x). “State” means the State of Michigan.

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

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

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

**Section 1.02. Captions and Headings.** The captions, headings, and titles in this Agreement are a convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

**Section 1.03. Plural Terms.** A term or phrase in this Agreement importing the singular number only may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

## ARTICLE II

### PURPOSE

**Section 2.01. Purpose.** The purpose of this Agreement is to create and empower the Department to exercise the common powers, privileges, and authority of each of the Parties to provide efficient and effective Emergency Services and Related Emergency Health and Safety Services consistent with this Agreement.

**ARTICLE III**  
**CREATION OF**  
**WASHTENAW CONSOLIDATED FIRE AND RESCUE DEPARTMENT**

**Section 3.01. Creation and Legal Status of Department.** The Washtenaw Consolidated Fire and Rescue Department is established as a separate legal entity for the purpose of administering and executing this Agreement. The Department is a public body corporate with powers granted under this Agreement, the Act, and other applicable law.

**Section 3.02. Principal Office.** The principal office of the Department shall be at a location in the Service Area determined by the Fire Board upon recommendation from the Fire Chief.

**Section 3.03. Title to Department Assets.** All property owned by the Department is owned by the Department as a separate legal entity and public body corporate, and no Party has any ownership interest in Department property.

**Section 3.04. Tax-Exempt Status.** The Parties intend the activities of the Department to be tax-exempt as governmental functions carried out by an instrumentality or political subdivision of government under Section 115 of the Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future federal tax code. The Parties also intend the activities of the Department to be governmental functions carried out by a political subdivision of the State, exempt to the extent provided under State law from taxation by this State, including, but not limited to, income tax under the Income Tax Act of 1967, 1967 PA 281, MCL 206.1 to 206.713, and property tax under The General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157, and any successor State tax laws.

**Section 3.05. Nonprofit Status.** As a governmental instrumentality within this State, the Department may not be operated for profit. No part of any earnings of the Department may inure to the benefit of a Person other than the Parties. It is the intent of the Parties that the Department maintains its nonprofit status. *moved from Section 9 by attorney*

**Section 3.06. Compliance with Law.** The Department shall comply with all federal and State laws, rules, and regulations applicable to the Department.

**Section 3.07. Relationship of the Parties.** The Parties agree that no Party shall be responsible for the acts of the Department or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party and no Party may otherwise obligate any other Party.

**Section 3.08. No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, the Agreement does not create in any Person, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this Agreement, or any other right.

**Section 3.09. Legal Settlements.** The Department shall not be liable for any settlement of any proceeding made without its consent and the Department shall not unreasonably withhold consent.

**Section 3.10. Litigation Costs.** If a legal proceeding challenges the validity of this Agreement or action or activity under this Agreement and a Party or a Protected Person of a Party is named as a defendant, to the extent permitted by law, including, but not limited to, Section 28 of Article VII of the State Constitution of 1963 and Section 5 of the Act, the cost of legal representation for the Party or the Protected Person shall be the responsibility of the Department, payable from funds lawfully available to Department. To the extent permitted by law, and from funds lawfully available to the Department, the Department shall defend, hold harmless, and reimburse a Party or a Protected Person of a Party from and against any and all costs, losses, claims, liabilities, actions, suits, proceedings, fines, expenses, payments, penalties, damages, and injuries, of whatever kind or nature, including attorneys' fees and costs, arising out of, resulting from, caused by, or associated with, or alleged to have arisen out of, resulted from, been caused by, or associated with, in whole or in part, directly or indirectly, the execution or performance of this Agreement; or any acts or omissions of any Party or any Person taken in connection with this Agreement or its performance. The Parties intend that a Party and Protected Persons of a Party will have no liabilities or costs of any nature in connection with this Agreement other than those specifically agreed to or assumed in writing by a Party. To the extent permitted by law and from funds lawfully available to the Department, if any suit, action, or proceeding is brought against a Party or any Protected Person of the Party, the suit, action, or proceeding shall be defended by counsel as determined by each Party. If the defense is by counsel to a Party, the Department shall pay all reasonable and necessary costs of the defense, including reasonable counsel fees, to the extent permitted by law and from funds lawfully available to the Department. If a Party determines that the Department shall defend the Party or Protected Person of the Party, the Department shall immediately assume the defense at its own reasonable and necessary cost, to the extent permitted by law and from funds lawfully available to the Department. Notwithstanding another provision of this section, if the Department refuses to defend a Party or a Protected Person under this section, or a conflict under applicable law or rules prohibits the Department from defending a Party or a Protected Person, the Party or Protected Person may retain counsel and the Department shall be responsible for the reasonable and necessary costs and expenses of the Party or Protected Person, to the extent permitted by law and from funds lawfully available to the Department. As used in this section, "**Protected Person**" means a commission, council, board, commission member, council member, board member, officer, supervisor, employee, contractor, or agent of a Party.

*Section 3.10 was added by the attorney*

## ARTICLE IV

### FIRE BOARD AND FIRE CHIEF

**Section 4.01. Fire Board.** The governing body of the Department shall be a board known as the "Fire Board of the Washtenaw Consolidated Fire and Rescue Department" or "Fire Board". Except as otherwise provided in this Agreement, the Fire Board shall exercise the powers of the Department. The Fire Board shall have the responsibility, authority, and right to manage and direct on behalf of the public the functions and services performed or exercised under this Agreement.

*grammatical correction*

**Section 4.02. Composition.** The Fire Board shall be composed of voting representatives for each Party appointed as provided in this Article. In addition, the Fire Chief or his/her designee shall be an ex officio, non-voting member of the Fire Board. The governing body of each Party other than the Largest Party shall appoint 2 individuals to the Fire Board (to serve as Representatives) including 1 elected official of each Party. The Largest Party shall appoint 3 individuals as to the Fire Board (to serve as Representatives) including 1 elected official of the Largest Party. The initial appointments shall be made within 60 days after the Effective Date. For the initial appointments, the governing body of each Party shall appoint 1 individual for a term of 2 years and 1 individual for a term of 4 years, and the Largest Party shall appoint a third individual for a term of 1 year. After the initial appointments, individuals shall be appointed to the Fire Board as Representatives for a term of 4 years, except for the third individual appointed by the Largest Party, who shall be appointed for a term of 1 year. A Representative shall continue to serve until a successor is appointed and qualified. The governing body of each Party shall appoint a successor within 30 days after the expiration of each Representative's term.

**Section 4.03. Representative Qualifications.** Each Representative shall be a qualified elector residing within the territorial boundaries of the Party appointing the Representative. A Representative shall not be an employee of the Department.

*Struck a sentence to clarify that only employees of the dept are ineligible.*

**Section 4.04. Alternate Representatives.** For each Representative appointed under Section 4.02, the governing body of the Party appointing the Representative may appoint an Alternate Representative to, except as otherwise provided in this Agreement, exercise the duties of the Representative in the place and stead of the Representative if the Representative is absent or is otherwise unable to perform his or her duties. An Alternate Representative shall meet the qualifications for a Representative under Section 4.03. Each Alternate Representative shall be appointed for a term of 1 year.

**Section 4.05. Vacancies.** In the event of a vacancy in a position of Representative or Alternate Representative, the governing body of the Party appointing the Representative or the Alternate Representative shall fill the vacancy in the same manner as the original appointment for the balance of the unexpired term.

**Section 4.06. Removal.** A Representative may be removed from the Fire Board without cause at any time by action of the governing body of the Party appointing the Representative. An Alternate Representative may be removed from the position of Alternate Representative

without cause at any time by action of the governing body of the Party appointing the Alternate Representative.

**Section 4.07. Officers.** The Fire Board shall elect from among the serving Representatives a Chairperson, a Vice Chairperson, a Treasurer, and a Secretary to serve as officers of the Fire Board. The term of an officer of the Fire Board shall be 1 year, or until a successor is elected. The Chairperson of the Fire Board shall be the presiding officer at all meetings of the Fire Board. The Secretary or designee of the Secretary shall be the official custodian of the records of Board. The officers of the Fire Board shall perform duties specified in this Agreement and as otherwise determined by the Fire Board. Employees of the Department shall assist the officers of the Fire Board in the performance of their duties. If a vacancy arises in an officer position, the Fire Board shall fill the vacancy for the remainder of the unexpired term. An Alternate Representative may not serve as an officer of the Fire Board.

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

*Changed from 60 by the attorney*

**Section 4.09. Meetings.** The Fire Board shall hold its initial annual meeting not less than 90 days after the Effective Date at the time, date, and place determined by the Representative appointed by the Largest Party for a 1-year term. After the initial meeting, the first meeting of the Fire Board in each subsequent Fiscal Year shall be the annual meeting of the Fire Board in each subsequent Fiscal Year. The Fire Board shall hold a regular meeting each month, including the annual meeting, at the time, date, and place determined by the Fire Board. Officers of the Fire Board shall be elected at each annual meeting. The Fire Board also may hold special meetings as deemed necessary by the call of the Chairperson or by any 3 Representatives. Meetings of the Fire Board shall comply with the OMA. Public notice of the time, date, and place of Fire Board meetings shall be given in the manner required by the OMA. Notice of meetings of the Fire Board also shall be posted in the locations for the posting of public notices at the principal office of the Department and at the principal office of each Party. The Secretary shall provide a copy of the approved minutes of all meetings of the Fire Board to the clerk of each Party within 15 days after approval of the minutes.

**Section 4.10. Quorum and Voting.** Five or more Representatives constitutes a quorum for the transaction of business by the Fire Board, including any Alternative Representatives acting on behalf of a Representative. When a quorum is present, the Fire Board may act only by a majority vote of 5 or more Representatives, including any Alternate Representatives acting on behalf of a Representative. Each Representative shall have 1 vote, including any Alternative Representative acting for a Representative. Representatives and Alternate Representatives shall not engage in proxy voting.

**Section 4.11. Ethics and Conflicts of Interest.** The Fire Board shall adopt ethics policies governing the conduct of Representatives, Alternate Representatives, and officers, and employees of the Department. The policies shall be no less stringent than those provided for

*the Committee has been discussing wording that ensures votes must be passed Page 11 of 35 by a majority of the representatives in positions provided for by the agreement.*

public officers and employees under 1973 PA 196, MCL 15.341 to 15.348. Representatives, Alternate Representatives, officers, and employees of the Department shall be deemed to be public servants under 1968 PA 317, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Fire Board shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

**Section 4.12. Compensation.** The Representatives and Alternate Representatives shall receive compensation for the performance of their duties, if any, as may be included in the approved budget for the Department. A Representative or Alternate Representative may engage in private or public employment, or in any profession or business. Representatives and Alternate Representatives may be reimbursed by the Department for actual and necessary expenses incurred in the discharge of their official duties, as authorized in the approved budget for the Department and approved by the Fire Board.

**Section 4.13. Fire Chief.** The Fire Board shall appoint a Fire Chief to administer all programs, funds, personnel, facilities, contracts, and all other administrative functions of the Department, subject to oversight by the Fire Board and in compliance with Section 4.14. The Fire Chief shall receive compensation as determined by the Fire Board. All terms and conditions of the Fire Chief's employment, including length of service, shall be specified in a written contract between the Fire Chief and the Fire Board, provided that the Fire Chief shall serve at the pleasure of the Fire Board, and the Fire Board may remove or discharge the Fire Chief by a vote of not less than 5 Representatives, including any Alternate Representatives serving on behalf of a Representative. The Fire Chief shall report to the Fire Board at meetings of the Fire Board and to the Chairperson of the Fire Board between meetings of the Fire Board.

**Section 4.14. Fiduciary Duty.** The Representatives, Alternate Representatives, and the Fire Chief are under a fiduciary duty to conduct business in the best interests of the Department, including the safekeeping and use of all Department monies and assets for the benefit of the Department.

**Section 4.15. Oath of Office.** The Representatives, Alternate Representatives, and the Fire Chief, prior to entering upon the duties of office, shall take and subscribe to the constitutional oath of office under Section 1 of Article XI of the State Constitution of 1963. The oath of office shall be filed with the Secretary.

relates to issue mentioned on page 12 - committee has been discussing wording to require a majority vote of the positions provided for in the agreement to pass motions - in previous drafts we avoided the use of a number so that changes in membership wouldn't require a change in the agreement.

## ARTICLE V

### POWERS OF THE DEPARTMENT

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

- (a). Establishing, maintaining, organizing, or regulating a fire department.
- (b). Preventing and extinguishing fires.
- (c). Purchasing and providing suitable vehicles and equipment for the extinguishment of fires.
- (d). Erecting and maintaining buildings for the keeping of vehicles and equipment.
- (e). Employing fire fighters, fire safety inspectors, and other personnel.
- (f). Operating or furnishing ambulance and inhalator services, including, but not limited to, emergency medical services and rescue and ambulance services.
- (g). Adopting rules or regulations governing the internal administration and functioning of the Department.
- (h). Enforcing ordinances and regulations for fire protection, for fire safety, to prevent fires, to suppress fires, or to provide for the storage and handling of combustible, explosive, or other hazardous substances.
- (i). Collecting fees for the provision of Emergency Services.
- (j). Investigating Emergency Services requirements, needs, and programs within or without the Service Area of the Department and cooperating with appropriate governmental authorities regarding the investigations.
- (k). Entering into mutual aid or reciprocal aid agreements or compacts.
- (l). Entering into interlocal agreements with other municipalities pursuant to the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
- (m). Exercising the authority of a township and a village under the Fire Prevention Code, 1941 PA 207, MCL 29.1 to 29.33, or if the Village is reorganized as a city, exercising the authority of a township and a city under the Fire Prevention Code 1941 PA 207, MCL 29.1 to 29.33.

**Section 5.02. Powers Under the Act.** In addition to other powers of the Department, the Department shall, consistent with Section 7 of the Act, have the power to do all of the following:

- (a). Make or enter into contracts.
- (b). Employ agencies or employees.
- (c). Acquire, construct, manage, maintain, or operate buildings, works, or improvements.
- (d). Acquire, hold, or dispose of property.
- (e). Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties.
- (f). Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under the Act.
- (g). Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further the purposes of the Department.
- (h). Form other entities necessary to further the purposes of this Agreement.
- (i). Sue and be sued in the name of the Department.

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

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

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

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

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

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

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

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

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

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

**Section 5.07. Tax Limitation.** The Department shall not levy any type of tax within the boundaries of any Party. Nothing in this Agreement, however, prevents the Parties from levying taxes and assigning the revenue from the taxes to the Department, if otherwise authorized under state law.

**Section 5.08. Limitation on Binding Parties.** The Department shall not have the power to bind a Party or to create debts, liabilities, or obligations of a Party, unless otherwise specifically agreed to by the Party.

**Section 5.09. No Waiver of Governmental Immunity.** The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity or exemption provided under the Act or other law.

## ARTICLE VI

### **MANNER AND METHOD FOR EXERCISE OF COMMON POWER AND TRANSFER OF FUNCTIONS AND SERVICES**

**Section 6.01. Joint Exercise of Power and Transfer of Functions or Services.** The joint exercise of power authorized under this Agreement is effective on the Effective Date. The actual transfer of functions and services under this Agreement is effective on the Transfer Date.

**Section 6.02. Financial Support by Parties.** Consistent with this Agreement, each Party shall raise the necessary monies to fund the Department and activities under this Agreement in the manner each Party determines, in accordance with all laws and regulations applicable to each Party. The sources of revenue authorized by law for financing the Department specified in this Agreement are non-exclusive and the Department shall not be precluded from pursuing other sources of revenue to finance the Department. Authorization for the Department to generate revenue under this Agreement shall not be construed to preclude a Party from generating revenue as authorized by law to finance the Party's financial contribution to the Department required under this Agreement.

**Section 6.03. Dexter Area Fire Department.** The DAFD Participants, individually, jointly, or through the DAFD, will take all action necessary to facilitate the implementation of this Agreement and the transfer of assets, liabilities, obligations, and employees of the DAFD to the Department under this Agreement. After the Effective Date, the Department may enter into additional agreements with the DAFD or DAFD Participants or execute documents as necessary to transfer assets, liabilities, obligations and employees of the DAFD or the Department or as otherwise necessary to facilitate the implementation of this Agreement. After the Transfer Date, the DAFD Participants shall terminate the DAFD consistent with the interlocal agreement authorizing the DAFD.

**Section 6.04. Transfer of Assets.** The assets of the Parties or the DAFD, including, but not limited to, equipment, vehicles, and other personal property related to the provision of Emergency Services, that will be transferred to the Department to support the exercise of common power under this Agreement by the Department are detailed on Exhibit B. Assets detailed on Exhibit B become the property of the Department on the Transfer Date, free and clear of any right, claim, or interest of a Party or the DAFD. The Parties may advance money to the Department to pay for costs associated with the implementation of this Agreement. After the Effective Date, the Fire Board may accept the transfer of other assets to the Department from a Party or the DAFD.

**Section 6.05. Assumption of Liabilities and Obligations.** Except as otherwise explicitly provided in this Agreement, the Department does not assume any liabilities or obligations of a Party or the DAFD relating to the exercise of common powers under this Agreement, other than the liabilities or obligations detailed on Exhibit C. Liabilities and obligations detailed on Exhibit C become the liabilities and obligations of the Department on the Transfer Date. After the Effective Date, the Department may assume a liability or obligation of a Party or the DAFD relating to the exercise of common powers under this Agreement only with the consent of all of the Parties.

**Section 6.06. Employees.** The Department shall function as the employer of the employees of the Department and have the responsibility, authority, and right to manage and direct the employees. The employees of the Parties or the DAFD relating to the exercise of common powers under this Agreement that will be transferred to the Department on the Transfer Date are detailed on Exhibit D to this Agreement. Employees detailed on Exhibit D become employees of the Department on the Transfer Date. Fire fighters employed by the Department shall comply with the Fire Fighters Training Council Act of 1966, 1966 PA 291, MCL 29.361 to 29.377.

**Section 6.07. Real Property.** Real property, including, but not limited to, fire buildings and fixtures, owned on the Effective Date by a Party or constructed after the Effective Date by a Party shall remain the real property of the Party. For real property owned by a Party and used by the Department in the exercise of common powers under this Agreement, the Department shall enter into a lease or other agreement with the Party to assist the Party in recouping costs associated with the operation, maintenance, and repair of the real property, including, but not limited to, electricity, water, heating, ventilation, air conditioning, insurance, roofing, eave troughs, garage doors and openers, sidewalks, gardens, and driveways. Costs recouped shall be adjusted based upon the Department's percentage of usage of the real property. For real property of a Party to be used by the Department beginning on the Transfer Date, a lease or other agreement shall be completed within 90 days of the Effective Date. After the Transfer Date, if a Party desires a new Fire Station that is consistent with the Master Services Response Plan described in Section 6.08, the Party shall construct the Fire Station at the Party's expense, the Fire Station shall remain the property of the Party, and the Department may enter into a lease agreement with the Party for the use of the Fire Station.

*Completely re-written*

**Section 6.08. Master Service Response Plan.** Within 12 months after the first permanent Fire Chief of the Department enters into the duties of the Office, the Fire Chief will present a draft Master Service Response Plan ("**Draft Plan**") to the Fire Board. The Draft Plan must use a statistical basis (including, but not limited to, all of the following: population; population density; proximity to schools, core urban areas, and industrial facilities; life expectancy of equipment; response time; and ISO standards of the International Organization for Standardization) to outline anticipated future staffing and equipment and facility needs. Existing staffing levels, equipment and facilities needs must be considered in the formulation of the Draft Plan. The Draft Plan must address coverage of the current population, commercial, and industrial centers within the area served by the Department and anticipated long-range needs, considering areas of projected residential, commercial, and industrial growth in the area served by the Department. The Draft Plan also must consider long-range capital improvement needs for the Department. Not less than 60 days after receiving the Draft Plan, the Fire Board shall either adopt the draft Plan, or return the Draft Plan with comments ("**Returned Plan**") to the Fire Chief. Not less than 60 days after the return of the Returned Plan by the Fire Board, the Fire Chief shall submit a revised draft Master Service Response Plan ("**Revised Plan**") to the Fire Board. Not less than 60 days after the Revised Plan is received, the Fire Board shall adopt the Revised Plan, with or without modifications, as the Master Service Response Plan for the Department. Annually, not less than 30 days after anniversary of the most recent adoption of a Master Service Response Plan by the Fire Board, the Fire Chief shall present a written recommendation to the Fire Board to extend or amend the Plan. The requirements and timelines

applicable to an initial Master Service Response Plan apply to subsequent extensions, modifications or approval of a Master Service Response Plan for the Department.

**Section 6.09. Acts and Omissions.** Except as otherwise explicitly provided in this Agreement, it is the intent of the Parties that liability for acts or omissions of a Party prior to the Effective Date shall remain with a Party and not be transferred, assigned, or assumed by the Department. The Department shall only be liable for its own acts or omissions that occur after the Effective Date and the Parties shall not be liable for any acts or omissions of the Department.

## ARTICLE VII

### BOOKS, RECORDS, AND FINANCES

**Section 7.01. Department Records.** The Department shall keep and maintain at the principal office of the Department all documents and records of the Department. The records of the Department, which shall be available to the Parties, shall include a copy of this Agreement and any amendments to the Agreement. The records and documents shall be maintained until termination of this Agreement and shall be transmitted to any successor entity.

**Section 7.02. Freedom of Information Act.** The Department shall be subject to and comply with the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

**Section 7.03. Uniform Budgeting and Accounting Act.** The Department shall be subject to and comply with the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a. Unless otherwise designated by the Fire Board, the Fire Chief shall serve as the Chief Administrative Officer of the Department. The Fire Board shall approve all budgets and budget amendments for the Department for each Fiscal Year.

**Section 7.04. Annual Budget.** Each Fiscal Year, the Fire Board shall prepare a proposed operating and capital budget reflecting the projected revenues and projected expenditures of the Department for the next Fiscal Year. The Fire Board also may develop a rolling 5-year budget to assist in planning. The Fire Board shall adopt a proposed annual budget for the next Fiscal Year ~~by the Fire Board~~ in a manner to assure submission of the proposed budget to each Party not later than February 1 of each year. The Secretary shall be responsible for submission of the tentative budget to each Party. Any budget increase over the preceding Fiscal Year of more than the CPI plus 3% shall require the approval of a majority of the governing bodies of the Parties. The Fire Board shall give final approval of the annual budget for the next Fiscal Year no later than March 31 of each year. As used in this paragraph, "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) in the Detroit-Ann Arbor-Flint Combined Metropolitan Statistical Area as reported by the Bureau of Labor Statistics of the United States Department of Labor.

**Section 7.05. Deposits and Investments.** The Department shall deposit and invest money of the Department, not otherwise employed in carrying out the purposes of the Department, in accordance with an investment policy established by the Fire Board consistent with laws and regulations regarding investment of public funds.

**Section 7.06. Disbursements.** Disbursements of money by the Department shall be in accordance with the annual budget adopted by the Fire Board, consistent with any guidelines recommended by the Fire Chief and approved by the Fire Board, and also shall be in accordance with applicable law. All checks or other forms of withdrawal on any account of the Department shall be signed or approved by two individuals authorized by the Fire Board.

**Section 7.07. Financial Statements and Reports.** The Department shall prepare, or cause to be prepared, at its own expense, annual audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance). The *added by attorney*

financial statements shall be prepared in accordance with generally accepted accounting principles and shall be accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan Department of Treasury, made available to each of the Parties, and posted on a publicly accessible internet website.

**Section 7.08. Annual Financial Contributions.** Each year, after first determining projected annual fees, rates, charges, or other revenue payable to or collectable by the Department, the Fire Board shall determine any additional amount of each Party's financial contribution necessary to support the approved Department budget for the ensuing Fiscal Year using a cost-weighted formula based on population, SEV, and historical usage factors, as follows:

- a. Population: 30% of each Party's financial contribution shall be allocated among the Parties based on the population of each Party's portion of the Service Area in proportion to the total population of all of the total Service Area of the Department, according to the most recent United States Census Bureau Report, as updated bi-annually by the Southeast Michigan Council of Governments.
- b. SEV: 30% of each Party's financial contribution shall be allocated among the Parties based on the SEV of each Party's portion of the Service Area in proportion to the total SEV of all total Service Area of the Department. Property in a village shall not be included in the SEV of a township for purposes of this paragraph.
- c. Historical Usage: 40% of each Party's financial contribution shall be allocated among the Parties based on the number of Department Runs performed in each Party's portion of the Service Area in proportion to the total number of Department Runs performed in the total Service Area of the Department, as determined using the most recently completed three calendar years of report data. However, the actual number of Department Runs for Scio Township in the 3 preceding years shall be increased by 25% to account for the difference in the service level between Scio Township Fire Department (Level 2) and the Department (Level 1A). This adjustment shall only be made to the data for the calendar years prior to the Effective Date.

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

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

## ARTICLE VIII

### TERM AND TERMINATION

**Section 8.01. Term.** This Agreement and the Department shall commence on the Effective Date and continue for an initial term of 15 years. After the initial term, the Agreement is extended in 10-year increments unless not extended by joint action of all of the Parties. Notwithstanding the term of the Agreement under this paragraph, this Agreement may be terminated before the expiration of a term as provided under Section 8.05 of this Agreement.

**Section 8.02. Withdrawal.** Any Party may withdraw from this Agreement by notifying each of the other Parties in writing at least 12 months before the beginning of a Fiscal Year. A withdrawal becomes effective at the end of the Fiscal Year following the Fiscal Year in which notice was provided. A Party that withdraws from this Agreement shall remain liable for its portion of the debts and liabilities of the Department incurred while a Party to this Agreement based on the cost-weighted formula under Section 7.08 of this Agreement, for the Party's last Fiscal Year as a Party. Property of the Department in the possession of a withdrawing Party or in the possession of personnel who will no longer remain with the Department after the withdrawal of the Party shall be returned to the Department before the withdrawal becomes effective. A withdrawing Party shall not be entitled to the return of, or any credit for, any property or money transferred or paid to the Department by the withdrawing Party.

**Section 8.03. Effect of Withdrawal.** The withdrawal of a Party shall neither terminate nor have any effect upon the provisions of the Agreement as long as not less than 2 Parties remain as Parties to this Agreement.

**Section 8.04. Expulsion.** If a Party fails to comply with this Agreement or the policies of the Department, the Party may be expelled from the Department by resolution approved by at least 2/3 of the Representatives on the Fire Board, including any Alternate Representatives serving on behalf of a Representative. Before adopting an expulsion resolution, the Fire Board first shall notify a Party of its potential expulsion, state the reasons for the potential expulsion, and request compliance by the Party with the Party's obligations under this Agreement. An expulsion resolution shall include an effective date for the expulsion. An expelled Party is obligated to pay contributions accrued as of the effective date of the expulsion.

**Section. 8.05. Termination.** This Agreement may be terminated by a concurrent resolution adopted by the governing bodies of a majority of the participating Parties. Before termination is effective, all outstanding indebtedness of the Department shall be paid. This Agreement shall not be terminated if the termination could operate as an impairment of any of the Department's contracts. This Agreement may be terminated when the outstanding indebtedness of the Department exceeds the value of the assets of the Department if the net indebtedness of the Department is assumed and paid by the participating Parties, with the amount payable by each participating Party determined using the cost-weighted formula for financial contributions for the Fiscal Year under Section 7.08 of this Agreement.

**Section 8.06. Disposition upon Termination.** As soon as possible after termination of this Agreement, the Department shall wind up its affairs as follows:

- (a). All of the Department's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Department and distribution of its assets shall be paid first.
  
- (b). Title to all property owned by the Department then shall be distributed by the Fire Board to the Parties, with the property distributed proportionately to the Parties using the cost-weighted formula for financial contributions for the final Fiscal Year under Section 7.08 of this Agreement.

## ARTICLE IX

### MISCELLANEOUS

**Section 9.01. Due Execution of this Agreement.** Each Party shall duly execute not less than 7 copies of this Agreement, each of which, taken together, is an original but all of which constitute 1 instrument.

**Section 9.02. Public Purpose and Governmental Function.** The powers, duties, rights, obligations, functions, and responsibilities of the Department constitute essential public purposes and governmental functions.

**Section 9.03. Non-impairment.** Nothing in this Agreement authorizes the impairment of a bond, note, security, or uncontested legal obligation of a Party.

**Section 9.04. Notices.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All written notices shall be sent to each Party's signatory to this Agreement, or his or her successor. All correspondence shall be considered delivered to a Party as of the date that the notice is deposited with sufficient postage with the United States Postal Service. A notice of withdrawal shall be sent via certified mail to the address included with each Party's signature to this Agreement.

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

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

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

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

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

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

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

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

LAN01\243051.11  
IDASCLI

**DEXTER TOWNSHIP**

Dated: \_\_\_\_\_

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

Pat A. Kelly,  
Township Supervisor

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

**VILLAGE OF DEXTER**

Dated: \_\_\_\_\_

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

Shawn W. Keough,  
Village Council President

Address: 8140 Main St.  
Dexter, MI 48130

**SCIO TOWNSHIP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
E. Spaulding Clark,  
Township Supervisor

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

**WEBSTER TOWNSHIP**

Dated: \_\_\_\_\_

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

John Kingsley,  
Township Supervisor

Address: 5665 Webster Church Rd.  
Dexter, MI 48130

Pursuant to Section 10 of the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.510, I find that this agreement meets the conditions set forth in the Urban Cooperation Act of 1967, is in proper form, and is compatible with the laws of the State of Michigan.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**RICHARD D. SNYDER**  
Governor

EXHIBIT A

**DEPARTMENT SERVICE AREA**

1. **Village of Dexter** – the entire geographic area of the Village of Dexter.
  
2. **Dexter Township** – the entire geographic area of the Township of Dexter, excluding Sections 31 and 32 (see attached map).
  
3. **Scio Township** – the entire geographic area of the Township of Scio, <sup>excluding</sup> ~~and~~ property within the geographic area of the Village of Dexter.
  
4. **Webster Township** – the entire geographic area of the Township of Webster, excluding property within the geographic area of the Village of Dexter.

**EXHIBIT B**

**ASSETS  
TRANSFERRED TO DEPARTMENT ON TRANSFER DATE**

Asset Description

Type of Asset

Transferred by

**EXHIBIT C**

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

| <u>Liability/Obligation Description</u> | <u>Type</u> | <u>Transferred by</u> |
|---|-------------|-----------------------|
|---|-------------|-----------------------|

**EXHIBIT D**  
**TRANSFERRED EMPLOYEES**

Employee Name

Title/Position

Pre-Transfer Employer

## Exhibit E

### Example of Proposed Cost-Weighted Formula

| Unit           | Population    | % Total Pop.   |
|----------------|---------------|----------------|
| Dexter Twp     | 6,042         | 18.36%         |
| Dexter Village | 4,067         | 12.36%         |
| Scio Twp       | 16,470        | 50.05%         |
| Webster Twp    | 6,328         | 19.23%         |
| <b>Total</b>   | <b>32,907</b> | <b>100.00%</b> |

2010 Census

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

Washtenaw County Report, 2011

| Unit           | Usage*       | Usage          |
|----------------|--------------|----------------|
| Dexter Twp     | 855          | 14.73%         |
| Dexter Village | 891          | 15.35%         |
| Scio Twp       | 3,128        | 53.89%         |
| Webster Twp    | 930          | 16.02%         |
| <b>Total</b>   | <b>5,804</b> | <b>100.00%</b> |

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

Actual data from 2010, 2011 and 2012

| Unit           | Population    | SEV           | Usage         | Total          |
|----------------|---------------|---------------|---------------|----------------|
| Dexter Twp     | 5.51%         | 4.37%         | 5.89%         | 15.77%         |
| Dexter Village | 3.71%         | 2.63%         | 6.14%         | 12.48%         |
| Scio Twp       | 15.02%        | 17.54%        | 21.56%        | 54.11%         |
| Webster Twp    | 5.77%         | 5.46%         | 6.41%         | 17.64%         |
| <b>Total</b>   | <b>30.00%</b> | <b>30.00%</b> | <b>40.00%</b> | <b>100.00%</b> |

Sample Budget                      \$2,234,714

| Unit           | Budget Allocation  |                           |
|----------------|--------------------|---------------------------|
| Dexter Twp     | \$352,431          | ( 15.77% of comb. Budget) |
| Dexter Village | \$278,847          | ( 12.48% of comb. Budget) |
| Scio Twp       | \$1,209,149        | ( 54.11% of comb. Budget) |
| Webster Twp    | \$394,286          | ( 17.64% of comb. Budget) |
| <b>Total</b>   | <b>\$2,234,714</b> |                           |

| Runs           | 2010         | 2011         | 2012         | Total        |
|----------------|--------------|--------------|--------------|--------------|
| Dexter Twp     | 296          | 281          | 278          | 855          |
| Dexter Village | 292          | 295          | 304          | 891          |
| Scio Twp       | 855          | 921          | 726          | 2,502        |
| Webster Twp    | 323          | 304          | 303          | 930          |
| <b>Total</b>   | <b>1,766</b> | <b>1,801</b> | <b>1,611</b> | <b>5,178</b> |

| Dexter Township | 2010       | 2011       | 2012       |
|-----------------|------------|------------|------------|
| CAFA            | 49         | 0          | 0          |
| DAFD            | 203        | 246        | 276        |
| Putnam          | 44         | 35         | 2          |
| <b>Total</b>    | <b>296</b> | <b>281</b> | <b>278</b> |



# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

## MEMO

**To: President Keough and Village Council**  
**From: Courtney Nicholls, Assistant Village Manager & Dan Schlaff, Public Services Superintendent**  
**Date: July 1, 2013**  
**Re: New Hire – Public Utility Operator**

On May 31, 2013 the Village began advertising for a Public Utility Operator. The position was posted on the Village website, Facebook page, e-mail update, Michigan Municipal League, Michigan Rural Water, Sun Times, annarbor.com, Michigan Water Environment Association, and American Public Water Association-Michigan Chapter. 22 applications were received. A copy of the posting is attached. Dan Schlaff, Scott Maurer and Courtney Nicholls reviewed the applications and selected 4 applicants to be interviewed. Scott, Dan and Courtney interviewed the four candidates on June 18 and 19, 2013.

Staff would like to recommend Timothy Stewart for one of the two budgeted Utility Operator positions. Tim has been employed by the Village of Milford Public Services Department for 6 years. Tim is looking for an opportunity in a new community to get back into field work. Prior to his employment in Milford, he was a laborer for the City of South Lyon for 13 years. He currently holds his S-3 (water system distribution) and D-5 (water system treatment) licenses. Along with experience in water he has experience with sewer collection systems and in DPW tasks, including storm water management, parks and street maintenance. Based on the interview and reference check comments his experience, licenses and personality make him an excellent fit for the position.

The village can hire above the minimum rate in a classification to account for an applicant's skills, experience and training. Therefore, the starting base wage of \$16.40, a level 6 for a Public Utility Operator in the new wage scale, is being recommended. It will take 6 years for him to achieve the maximum wage for this position. Tim will also receive an additional \$2.00 per hour due to his licenses.

The total budget impact in wages and benefits is \$47,663.00.

Salary including license pay - \$38,272  
Social Security - \$2928  
MERS - \$957  
Health Care - \$5506

Currently the position is budgeted to be funded 50% water and 50% sewer. The new employees start date will be August 1, 2013 so we will only be paying 11 months of salary/benefits in 2013-2014. The total amount budgeted for this position was \$52,929. The budget will likely be amended to include time in general fund/streets as his skills are utilized by the DPW. Tim will serve a 6 month probationary period. He will report to Dan Schlaff, though he will be given his daily work assignments from Scott Maurer. A copy of the current organization chart is included.

Staff has not yet determined how to move forward in regards to the second budgeted employee. We were unable to come to terms with the other person we were hoping to hire.

**Public Services/Utility Operator Position  
Village of Dexter**

The Village of Dexter is seeking a full-time Public Services/Utility Operator for the Water/Wastewater and Streets Department. The position works day shift hourly and may be included in a rotation schedule with other operators to cover weekends. Duties may include repair and maintenance of roads, sidewalks, facilities/parks, as well as snow removal, solid waste activities, and storm water management. This position may include duties of a technical, semi-skilled nature as well as labor work in the operation, maintenance and repair of equipment and machinery in water and wastewater operations. Duties may involve meter reading and maintenance, testing and sampling water/wastewater, interpreting lab data for process control, and maintaining pumps, transmission systems and plant equipment. Operation of vehicles up to 2.5 tons as well as other equipment and a variety of machines and tools necessary to complete assigned tasks.

Dexter Street Department performs snow removal and maintains approximately 16 total miles of roads. Dexter's Water System is a ground water well system, consisting of 5 wells, with iron filtration. Dexter's Wastewater Treatment Facility is a Conventional Activated Sludge process with tertiary filtration.

Preferred Qualifications:

- Three to five years experience as an operator in a water treatment plant or comparable work experience.
- Experience in road maintenance or construction, including engineering and engineering inspection.
- Safety Program experience.

Requirements:

- Must be able to acquire and maintain a valid Michigan driver's license with CDL endorsement.
- Ability to respond to emergencies, including those that occur outside of normal business hours.
- Proof of certifications, a drug test and pass a physical.

Physical Demands and Work Environment:

- Candidates must be able to climb steps, create reports, bend, stoop, lift and pull (up to 75 lbs).

Qualified Candidates should mail their cover letter, resume, wage history and three references to:

Village of Dexter  
Attn: Donna Dettling  
8140 Main Street  
Dexter, MI 48130

Applications accepted through May 31, 2013 (Position open until filled) with a target hire date of July 1, 2013. The Village of Dexter is an Equal Opportunity Employer.

Timothy J. Stewart, Jr

May 28, 2013

To whom it may concern

Please accept this letter and resume as my request for the Village of Dexter Public Services/Utility Operator.

I feel that my extensive knowledge and experience qualifies me as an ideal candidate for this position. I have been employed by the Village of Milford Department of Public Services as Assistant Director since September 2007. In that time, I have assisted with the planning, budgeting, purchasing, direction and supervision of all aspects of the Village. It includes the water treatment and distribution system, sanitary sewer collection system, storm sewer collection, parks, and street maintenance. I have been competent in all of the tasks that the Village has offered me. Prior to working for Milford, I worked 13 years with the City of South Lyon Department of Public Works. I work well with others and I feel that I am very responsible and reliable. I take pride and find enjoyment in what I do. I would like to take my experience, knowledge and skills to help better serve the Village of Dexter in the Public Services/Utility Operator position.

In conclusion, I would like to thank you for your time and consideration for this position.

Sincerely;

A handwritten signature in cursive script, appearing to read "T. Stewart".

Timothy J Stewart, Jr

## **Timothy J Stewart, Jr**

### **EDUCATION AND LISCENCES**

- **Michigan Department of Environmental Quality**
- S-3 MDEQ license
- D-5 MDEQ license
- MDEQ Storm Water Management – Industrial Site Certification
- Competent Person Training
- Distribution/ Operation and Maintenance
- Applied Mathematics
- Water Distribution
- Basic Math and Hydraulics
- Michigan CDL B with air brakes and tanker endorsement
- South Lyon High School Diploma
- AWWA member

### **WORK HISTORY**

- Village of Milford  
September 2007 to Present
- City of South Lyon  
October 1994 to September 2007

### **SKILLS**

- Department Budgeting and payroll
- Microsoft Word and Excel
- Storm water management
- Purchasing of all department equipment, supplies and tools
- Operating of heavy equipment (back hoe, vactor, loader, grader, sweeper)
- Fixing and installing water and sewer mains
- Pouring concrete driveways, sidewalks and roads
- Repairing and building storm water drains
- Minor electrical, landscaping and plumbing

# Application for Employment

Village of Dexter

Equal Opportunity Employer

(Please Print)

|  |  |                     |  |                        |  |
|--|--|---------------------|--|------------------------|--|
| DATE<br>6-25-2013  |  |                     |  | SOCIAL SECURITY NUMBER |  |
| NAME-LAST<br>Stewart   |  | FIRST<br>Timothy    |  | MIDDLE<br>James        |  |
| DRIVER'S LICENSE NUMBER  |  | HOME ADDRESS-STREET |  | CITY                   |  |
| TELEPHONE NO. OF APPLICANT   |  | STATE<br>MI         |  | ZIP CODE               |  |
| TEMPORARY ADDRESS-STREET   |  | CITY                |  | STATE                  |  |
| TELEPHONE NO. FOR MESSAGES   |  | ZIP CODE            |  | SALARY EXPECTED        |  |
| POSITION APPLYING FOR<br>1. Utility Operator   |  |                     | POSITION APPLYING FOR<br>2.                              |                        |  |
| WHO REFERRED YOU TO US FOR EMPLOYMENT?<br>Scott Maurer   |  |                     | DATE AVAILABLE<br>To be determine                        |                        |  |
| ARE YOU A U.S. CITIZEN?<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO   |  |                     | DO YOU SPEAK ANY FOREIGN LANGUAGES?<br>(VOLUNTARY)<br>No |                        |  |
| HAVE YOU BEEN CITED FOR ANY TRAFFIC VIOLATIONS IN THE PAST TWO YEARS?<br>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |  |                     | IF YES, REASON   |                        |  |
| HAVE YOU EVER BEEN CONVICTED FOR OTHER THAN MINOR TRAFFIC VIOLATIONS?<br>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |  | IF YES, WHEN?       |  | WHERE?                 |  |
|  |  |                     |  | REASON                 |  |

| EDUCATION             | NAME & ADDRESS OF SCHOOL         | GRADUATED                           |                          | TYPE OF DEGREE | MAJOR   | ACCUM. AVG. |
|-----------------------|----------------------------------|-------------------------------------|--------------------------|----------------|---------|-------------|
|                       |                                  | YES                                 | NO                       |                |         |             |
| HIGH SCHOOL           | South Lyon High<br>South Lyon MI | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Diploma        | General |             |
| COLLEGE               |                                  | <input type="checkbox"/>            | <input type="checkbox"/> |                |         |             |
| HOBBIES<br>ACTIVITIES | Camping, Fishing,                |                                     |                          |                |         |             |

**PREVIOUS EMPLOYMENT (MOST RECENT FIRST)**

| DATES        |             | EMPLOYER NAME,<br>ADDRESS & PHONE | NATURE OF DUTIES   | RATE OF PAY | MAY WE CONTACT THIS EMPLOYER?       |                          |
|--------------|-------------|-----------------------------------|--------------------|-------------|-------------------------------------|--------------------------|
| FROM<br>MOVR | TO<br>MOVR  |                                   |                    |             | YES                                 | NO                       |
| 09/07        | Still there | Village of Milford                | Assistant Director | 27.44       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|              |             | REASON FOR LEAVING:               |                    |             |                                     |                          |
| 10/94        | 09/07       | City of South Lyon                | Laborer            | 20.57       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|              |             | REASON FOR LEAVING:               |                    |             |                                     |                          |
|              |             |                                   |                    |             | <input type="checkbox"/>            | <input type="checkbox"/> |
|              |             | REASON FOR LEAVING:               |                    |             |                                     |                          |

**MILITARY**

|         |                    |
|---------|--------------------|
| BRANCH: | LENGTH OF SERVICE: |
|---------|--------------------|

1. Are you presently working?  Yes  No

If yes, give reason for the desire to change \_\_\_\_\_  
Would like to go back out into the field type work. \_\_\_\_\_

2. Why are you interested in employment with the Village of Dexter?

Like the small town atmosphere and what it has to offer. \_\_\_\_\_  
\_\_\_\_\_

3. Have you ever worked for the Village of Dexter before?

Department \_\_\_\_\_ Date: from \_\_\_\_\_ to \_\_\_\_\_

4. Do you have any relatives working for the Village of Dexter? Please list:

| Name  | Relationship |
|-------|--------------|
| _____ | _____        |
| _____ | _____        |

5. Are there any areas of the application that you would like to explain more fully?

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

6. Please list the names of two professional references.

Name: Michael Howell  
 Title: Director of Public works  
 Company: City of Wixom  
 Address: 49045 Pontiac Tr  
 Telephone: 248-624-4557  
 Relationship to you: Friend

Name: Robert Martin  
 Title: Superintendent of Public Works  
 Company: City of South Lyon  
 Address: 335 S. Warren St  
 Telephone: 248-437-6914  
 Relationship to you: Friend

*neighboring jurisdiction*

*former employer*

I hereby certify that all the information given is true and complete, and agree that any false information given during the hiring process, or after employment, may be grounds for denial of employment or immediate discharge if employed. J.S.(Initials)

The companies, schools and persons listed may give information concerning me, and are released from all liability on my part. J.S.(Initials)

I understand that my employment can be terminated at will by me or the company with or without notice for any reason, with or without cause.

Signature *[Signature]* Date 6-25-13

Superintendent Dan Schlaff  
 \$70,000 to \$85,000  
 Non-Union

Kurt Augustine - Foreman  
 New \$39,900 to \$53,600  
 Old 15-20 \$42,700 to \$72,800

Scott Maurer  
 Lead Operator  
 New \$37,814 to \$50,856

|   |   |   |   |  |   |   |
|---|---|---|---|--|---|---|
| Eric Hartmann<br>Utility Operator<br>New \$29,400 to \$39,600<br>\$39,600 | Tim Stewart<br>Utility Operator<br>New \$29,400 to \$39,600 | Doug Schlaff<br>Utility Operator<br>New \$29,400 to \$39,600<br>Old 4-15 \$22,200 to \$48,200 | Andrea Dorney<br>Chief Lab Tech<br>New \$31,500 to \$42,400<br>Old 10-15 \$31,800 to \$48,200 | Bruce Whitley<br>DPW Worker<br>New \$29,400 to \$39,600<br>Old 4-14 \$22,200 to \$45,300 | Todd Viebahn<br>DPW Worker<br>New \$29,400 to \$39,600<br>Old 4-14 \$22,200 to \$45,300 | Harold Gross<br>DPW Worker<br>New \$29,400 to \$39,600<br>Old 4-14 \$22,200 to \$45,300 |
|---|---|---|---|--|---|---|

EXHIBIT B - CONTINUED:

Effective July 1, 2013

|                          | Hire    | 1       | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11      | 12      |
|--------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Administrative Assistant | \$12.12 | \$12.42 | \$12.73 | \$13.05 | \$13.38 | \$13.71 | \$14.06 | \$14.41 | \$14.77 | \$15.14 | \$15.51 | \$15.90 | \$16.30 |
| Utility Billing Clerk    | \$13.13 | \$13.46 | \$13.79 | \$14.14 | \$14.49 | \$14.86 | \$15.23 | \$15.61 | \$16.00 | \$16.40 | \$16.81 | \$17.23 | \$17.66 |
| DPW Worker               | \$14.14 | \$14.49 | \$14.86 | \$15.23 | \$15.61 | \$16.00 | \$16.40 | \$16.81 | \$17.23 | \$17.66 | \$18.10 | \$18.55 | \$19.02 |
| Public Utility Operator  | \$14.14 | \$14.49 | \$14.86 | \$15.23 | \$15.61 | \$16.00 | \$16.40 | \$16.81 | \$17.23 | \$17.66 | \$18.10 | \$18.55 | \$19.02 |
| Chief Lab Tech           | \$15.15 | \$15.53 | \$15.92 | \$16.31 | \$16.72 | \$17.14 | \$17.57 | \$18.01 | \$18.46 | \$18.92 | \$19.39 | \$19.88 | \$20.38 |
| Lead Operator - DPW      | \$18.18 | \$18.63 | \$19.10 | \$19.58 | \$20.07 | \$20.57 | \$21.08 | \$21.61 | \$22.15 | \$22.70 | \$23.27 | \$23.85 | \$24.45 |
| Lead Operator - Utility  | \$18.18 | \$18.63 | \$19.10 | \$19.58 | \$20.07 | \$20.57 | \$21.08 | \$21.61 | \$22.15 | \$22.70 | \$23.27 | \$23.85 | \$24.45 |
| Foreman - DPW            | \$19.19 | \$19.67 | \$20.16 | \$20.67 | \$21.18 | \$21.71 | \$22.25 | \$22.81 | \$23.38 | \$23.97 | \$24.56 | \$25.18 | \$25.81 |
| Foreman - Utility        | \$19.19 | \$19.67 | \$20.16 | \$20.67 | \$21.18 | \$21.71 | \$22.25 | \$22.81 | \$23.38 | \$23.97 | \$24.56 | \$25.18 | \$25.81 |

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

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

MEMO

**To: President Keough and Village Council**  
**From: Courtney Nicholls, Assistant Village Manager**  
**Date: July 2, 2013**  
**Re: Fireworks Ordinance Update**

The State of Michigan has recently amended the fireworks legislation to allow municipalities of our size to ban the use of fireworks the day before, day of and day following a national holiday between the hours of 1 am and 8 am. The use of fireworks in the Village on any other day is banned by Village Ordinance.

The proposed ordinance includes the following changes:

- Adds definitions of national holidays, low impact fireworks and consumer fireworks
- Prohibits the use of fireworks between 1 am and 8 am on the day before, day of or day following a national holiday
- Prohibits a person from discharging fireworks or allowing fireworks remnants to land on property owned by another person or entity without written permission to do so
- Includes penalties for discharging fireworks while under the influence of alcohol or a controlled substance
- Adds language that requires a group interested in doing a public fireworks display to receive Village Council and local fire department approval.

Attached is a draft update to the Village Ordinance that includes these changes. We have submitted the draft to Dykema to verify that the ordinance language complies with state law.

Please set a public hearing for July 22, 2013 to receive public comment on these proposed changes.

- CODE OF ORDINANCES  
Chapter 26 - OFFENSES  
ARTICLE IV. - OFFENSES AGAINST PUBLIC SAFETY

DIVISION 2. - WEAPONS AND EXPLOSIVES

***DIVISION 2. - WEAPONS AND EXPLOSIVES***<sup>(2)</sup>

Sec. 26-106. - Definitions.

Sec. 26-107. - Penalty.

Sec. 26-108. - Possession of weapons in public places.

Sec. 26-109. - Discharge of weapons.

Sec. 26-110. - Possession of explosives in public places.

Sec. 26-111. - Sale or transfer of explosives.

Sec. 26-112. - Use of fireworks.

Secs. 26-113—26-140. - Reserved.

**Sec. 26-106. - Definitions.**

The following words, terms and phrases when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act. The Michigan Fireworks Safety Act, Public Act 256 of 2011, MCL 28.451 *et seq.*

APA Standard 87-1. APA Standard 87-1, standard for construction and approval for transportation of fireworks, novelties, and theatrical pyrotechnics, published by the American pyrotechnics association of Bethesda, Maryland

Consumer Fireworks. Fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States consumer product safety commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.1.5. Consumer fireworks are often commonly known as, but not limited to sky rockets, bottle rockets, missile-type rockets, helicopters, aerial spinners, roman candles, mine and shell devices, aerial shell kits, firecrackers, chasers and certain multiple tube fireworks devices. Consumer fireworks does not include low-impact fireworks.

Low Impact Fireworks. Ground and handheld sparkling devices as that phrase is defined in APA standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8 and 3.5. Low impact fireworks are often commonly known as, but not limited to, sparklers, cylindrical fountains, cone fountains, illuminating torches, wheels, ground spinners, flitter sparklers, certain toy smoke devices, certain wire sparklers/dipped sticks and certain multiple tube fireworks devices.

National Holiday. As used in this article, a national holiday is any of the following: New Years Day (January 1), Birthday of Martin Luther King Jr (third Monday in January), Washington's Birthday (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Columbus Day (second Monday in October), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

Explosive means explosive as commonly defined and shall include inter alia, dynamite, gunpowder, and blasting caps.

Fireworks means fireworks as defined by chapter 39 of the Michigan Penal Code, Public Act No. 328 of 1931 (MCL 750.243a *et seq.*).

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- CODE OF ORDINANCES  
Chapter 26 - OFFENSES  
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DIVISION 2. - WEAPONS AND EXPLOSIVES

*Public place* means any street, sidewalk, alley, park, government-owned or government-controlled building, common hallway or public room of any place of business or assembly open to the public, common hallway or public room of any dwelling of greater than two units, and any other place to which the public has lawful access.

*Weapon* means any pistol, air pistol, rifle, BB gun, air rifle, shotgun, slingshot, crossbow, bow, firebomb, or bomb, but shall not include antique guns not in operating condition.

(Ord. eff. 12-21-1981, § 1)

**Cross reference**— Definitions generally, § 1-2.

**Sec. 26-107. - Penalty.**

Violation of this division is a misdemeanor as provided in section 1-12.

(Ord. eff. 12-21-1981, § 7)

**Sec. 26-108. - Possession of weapons in public places.**

No person shall have any weapon in his possession in any public place, with the following exceptions:

- (1) A law enforcement officer of any governmental unit may have a weapon in his possession to the extent that such possession is required for the performance of his lawful duties.
- (2) An established dealer in weapons or a repairman of weapons may have weapons in his possession in his place of business for purposes of making lawful sales or repairs of such weapons.
- (3) The proprietor of a place of business, or his duly authorized agent, may have a weapon in his possession in such place of business for purposes of protecting such place of business.
- (4) A person may have a weapon in his possession for purposes of transporting such weapon to any location where it may be lawfully possessed under this division; provided, however that when being so transported, such weapon shall be encased, and, in the case of guns, shall be unloaded.
- (5) A person may have a weapon in his possession under the provisions of a valid state permit for the carrying of a concealed weapon.
- (6) A person may have a weapon in his possession when in connection with a regularly scheduled educational or training program under adequate supervision.

(Ord. eff. 12-21-1981, § 2)

**Sec. 26-109. - Discharge of weapons.**

No person shall discharge any weapon within the village except in connection with the performance of lawful duties of law enforcement, or the protection of person or property when confronted with deadly force.

(Ord. eff. 12-21-1981, § 3)

- CODE OF ORDINANCES  
Chapter 26 - OFFENSES  
ARTICLE IV. - OFFENSES AGAINST PUBLIC SAFETY

DIVISION 2. - WEAPONS AND EXPLOSIVES

**Sec. 26-110. - Possession of explosives in public places.**

No person shall have any explosive in his possession in a public place except for use under the provisions of a valid permit, or for transportation to the location of such use.

(Ord. eff. 12-21-1981, § 4)

**Cross reference**— Streets, sidewalks and certain other public places, ch. 46.

**Sec. 26-111. - Sale or transfer of explosives.**

No person shall knowingly sell or transfer any explosive to a person who fails to display to the seller or transferor a valid permit issued to the buyer or transferee. Such seller or transferor shall keep a written record of all sales and transfers of explosives, whether or not a permit is required for the possession of such explosives, including the names and addresses of buyers and transferees, the dates of sale or transfer, and the quantities of explosives involved.

(Ord. eff. 12-21-1981, § 5)

**Sec. 26-112. - ~~Use of fireworks.~~ Low Impact Fireworks**

~~No person shall knowingly fire, discharge, display or possess any fireworks except of the type and under the conditions permitted by chapter 39 of the Michigan Penal Code, Public Act No. 328 of 1934 (MCL 750.343a et seq.), as amended and after approval of applications for such permits by the fire chief and the chief of police.~~

(Ord. eff. 12-21-1981, § 6)

(a) The use of low impact fireworks is permitted year-round

(b) An individual under the age of 18 shall not use low impact fireworks unless under the direct supervision of an adult

(c) An individual who uses, ignites or discharges low impact fireworks while under the influence of alcoholic liquor, a controlled substance or a combination of alcoholic liquor and a controlled substance is guilty of a misdemeanor, punishable by up to 30 days in jail and/or a fine up to \$500, or if the violation caused damage to the property of another person, by up to 90 days in jail and/or a fine up to \$500.00

**Sec. 26-113 - Consumer Fireworks**

(a) Consumer Fireworks may not be used, discharged and or ignited except between 8 am and 1 am on the day before, the day of and the day after a National Holiday.

(b) A person shall not ignite, discharge and/or use Consumer Fireworks on public property, school property, church property or the property owned by another person or entity without the organization's or person's written permission.

(c) A person shall not discharge Consumer Fireworks in such a manner so as remnants from Consumer Fireworks land on public property or the property of another, including but not limited to, apartment property and condominium property, without that person or organization's written permission.

(d) An individual under the age of 18 shall not use consumer fireworks unless under the direct supervision of an adult.

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- CODE OF ORDINANCES  
Chapter 26 - OFFENSES  
ARTICLE IV. - OFFENSES AGAINST PUBLIC SAFETY  
  
DIVISION 2. - WEAPONS AND EXPLOSIVES

(e) An individual who uses, ignites or discharges Consumer Fireworks while under the influence of alcoholic liquor, a controlled substance or a combination of alcoholic liquor and a controlled substance is guilty of a misdemeanor, punishable by up to 30 days in jail and/or a fine up to \$500, or if the violation caused damage to the property of another person, by up to 90 days in jail and/or a fine up to \$500.00

(f) Any individual who violates Section 26-113 (a-d) of this Ordinance shall be responsible for a municipal civil infraction and subject to a fine of at least \$100 and no more than \$500.

(g) An individual who owns property that knowingly allows a violation of Section 26-113 (a-d) to occur on his/her property shall be responsible for a municipal civil infraction and subject to a civil fine of at least \$100 and no more than \$500.

**Secs. 26-114 Permit for Consumer Fireworks**

Upon application in writing by any association or group of individuals Council may grant permission for the public display of Consumer Fireworks subject to such conditions as deemed necessary to safeguard the welfare of the public and property and upon approval of the local fire department.

**Secs. 26-113115—26-140. - Reserved.**

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FOOTNOTE(S):

--- (2) ---

State Law reference— License required to sell, purchase, possess and carry certain firearms, MCL 28.421 et seq.; local units of government prohibited from imposing certain restrictions on pistols or other firearms, MCL 123.1101 et seq; crimes relating to bombs and explosives, MCL 750.200 et seq.; crimes involving firearms and weapons, MCL 750.222 et seq.; fireworks, MCL 750.243a et seq. [\(Back\)](#)



**VILLAGE OF DEXTER**

ITEM 6-4

ddettling@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

**MEMO**

**To: President Keough and Council**  
**From: Donna Dettling, Village Manager**  
**Date: July 8, 2013**  
**Re: Recommendation to accept Proposal for Design Services**  
**Ann Arbor Street Resurfacing/Water Main Replacement and Central Street Reconstruction**

Attached is a copy of OHM's Proposal for Engineering Design Services for the Ann Arbor Street Resurfacing Project (\$35,100), Ann Arbor Street Water Main Project (\$23,100) and Central Street Reconstruction Project (\$39,100). Construction cost estimates for the projects are:

- Central - \$333,334
- Ann Arbor Street Roadwork - \$518,000
- Ann Arbor Street Water Main - \$279,000

These projects are planned for construction in spring/summer of 2014. Both projects use MDOT funding and our proposed to be bid as one package.

Staff felt the public involvement method we used with the Second/Hudson and the Forest Street Projects would work well with these projects. Letters explaining the project including maps will be sent out with a request to provide feedback by a certain date. Public involvement also includes (5) on-site meetings with resident and businesses during construction. Staff and OHM also plan to meet with Mr. Cares at the Dexter Mill after the design process starts this summer.

Staff recommends approval of the Design Services Proposal in the amount of \$97,300. These services are budgeted in three line items:

- 202-451-000-974-009 – Major Streets; Central Street Project
- 202-451-000-975-015 – Major Streets; Ann Arbor Street Project
- 591-901-000-975-015 – Water Fund; Ann Arbor Street Project

ARCHITECTS. ENGINEERS. PLANNERS.



July 2, 2013

VILLAGE OF DEXTER  
8140 MAIN STREET  
DEXTER, MI 48130

Attention: Ms. Donna Dettling  
Village Manager

Subject: Village of Dexter  
**Ann Arbor Street Resurfacing**  
**Central Street Reconstruction**  
Proposal for Engineering Design Services

Dear Ms. Dettling:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for engineering services for Ann Arbor Street and Central Street in the Village of Dexter.

#### **PROJECT UNDERSTANDING**

In 2014, the Village of Dexter will proceed with two federally funded roadway projects. "Project 1" is Ann Arbor Street between Baker and Kensington. "Project 2" is Central Street between Second and Third. The scope of work for the projects is summarized below:

##### Project 1 -Ann Arbor Street:

- 0.5 miles of mill and overlay of existing hot mix asphalt pavement;
- Removal and replacement of concrete curb and gutter;
- Water main replacement
- Implementation of shared bike/travel lanes

##### Project 2 – Central Street

- 0.09 miles of hot mix asphalt reconstruction
- Extension of storm sewer from Phase 1 of Central Street
- Implementation of bike lanes
- Extension of street lighting from Phase 1 of Central Street.

Through discussions with the MDOT Local Agency Program Engineer, we understand that the two projects can be combined into a single package which will allow for the Village to bid the projects together. The advantage of this is that a single contractor will be used to perform the two projects. This should result in better coordination among the projects for maintenance of traffic as well as a likely reduction in overall construction costs.

OHM Advisors  
34000 PLYMOUTH ROAD  
LIVONIA, MICHIGAN 48150

T 734.522.6711  
F 734.522.6427

OHM-Advisors.com



## SCOPE OF SERVICE

### Topographic Survey

OHM will prepare a topographic survey plan of the public right-of-way in the project areas. The limits of the topographic survey will be the right-of-way of Ann Arbor Street from Kensington Street to Baker Road (approximately 2,650 linear feet). As you may recall, a topographic survey was previously completed for the Central Street corridor which will be used for Project 2. A full topographic survey is not needed at this time, but a field verification task will be provided to confirm the current conditions. The topographic survey work will consist of the following subtasks:

#### *Project 1 – Ann Arbor Street*

1. Existing features visible without excavation and ground elevations at 50 ft. intervals along the limits of the survey (i.e. driveways, culverts, utility poles, etc.).
2. Utility structures within the existing right-of-way will be inventoried. Rim elevation, pipe size, material, and invert elevation will be provided for sanitary and storm structures.
3. Full topography will be provided within the right-of-way and 10 feet beyond the right-of-way lines.
4. Individual trees over 6" in diameter will be located and shown on the survey.
5. Request facility maps from franchised utilities (gas, electrical, cable or telephone). Underground utilities will be shown based on record drawings.

#### *Project 2 – Central Street*

1. A field check will be performed of the previously completed topographic survey. Necessary modifications to the topography will be tracked and field measured and corrected within the AutoCAD drawing.

## ENGINEERING DESIGN

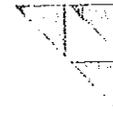
Upon completion of the base plans, OHM will perform the design of the roadway and water main improvements. OHM's design phase includes the following:

1. Coordinate a soils and pavement analysis with a geo-technical sub-consultant. The cost for sub-consultant services is estimated and included in the fee below.
2. Prepare preliminary (30%) construction plans, showing line and grade of the proposed pavement for Village review.
3. Prepare construction plans for incidental items including maintenance of traffic and soil erosion and sedimentation control.
4. Prepare detailed construction plans incorporating requested revisions.
5. Prepare technical specifications and method of payment detailing materials, equipment, and labor necessary to perform the work. Specifications will be prepared in a manner appropriate for insertion into the standard MDOT contract book.
6. Provide final copies of detailed construction plans to the Village and MDOT for review.
7. Plan and attend one meeting with the Village to review contract documents prior to bidding.
8. Prepare an engineer's opinion of probable construction costs.
9. Prepare a bid sheet detailing all items of work and associated quantities using the MERL format.

### Permits and MDOT Coordination

As noted previously, the project will be bid through MDOT's Local Agency Program. This requires

1. Prepare and submit the MDOT Program Application for Local Agency Projects.
2. Prepare and submit the Grade Inspection (G.I.) package. Upon acknowledgment from MDOT, Schedule and attend the grade inspection meeting.
3. Prepare water main permit application and plans for MDEQ permits.



4. Contact the MDOT Office of Rail and determine necessary permits for Project 2.
5. Prepare soil erosion permit application as required to secure a permit from Washtenaw County. Permit applications will be completed with the Village as the responsible party.
6. Submit final plans, proposal documents and construction cost opinion to MDOT.

**Public Involvement**

To ensure success during construction, OHM proposes the following tasks for public involvement during design.

1. After the development of conceptual road and water main plans, prepare materials and assist in the preparation of an informational letter to be sent to property owners along the project routes. Key issues to discuss during include anticipated impacts to landmark trees, traffic control, elimination of angle parking and modifications of driveways.
2. Attend up to five (5) on-site meetings with staff, residents and businesses. Among these will be residents along Ann Arbor Street where water main is proposed within the greenbelt as well as coordination with the Dexter Mill along Central Street.

**DELIVERABLES**

OHM will provide the Village with the following:

- Conceptual plans and materials for a public meeting.
- MDOT formatted contract documents including plans and proposals for bidding purpose.
- All necessary permits.
- Final opinion of probable cost

**FEE SCHEDULE**

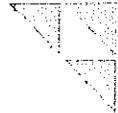
Services for topographic survey, engineering design and public involvement will be performed on an hourly, not to exceed basis as shown in Table 1, 2 and 3. Geotechnical services will be performed by a separate geotechnical sub-consultant.

**Table 1: Project 1 - Main Street (Paving) Fee Estimate**

| <u>Task</u>                             | <u>Fee</u>         |
|---|--------------------|
| Topographic Survey and Base Plans ..... | \$4,500.00         |
| Engineering Design.....                 | \$22,500.00        |
| <i>Geotechnical Subconsultant</i> ..... | <i>\$1,500.00</i>  |
| Permits & MDOT Coordination .....       | \$4,500.00         |
| <u>Public Involvement</u> .....         | <u>\$2,100.00</u>  |
| <b>TOTAL DESIGN FEE</b> .....           | <b>\$35,100.00</b> |

**Table 2: Project 1 - Main Street (Water Main) Fee Estimate**

| <u>Task</u>                             | <u>Fee</u>         |
|---|--------------------|
| Topographic Survey and Base Plans ..... | \$4,500.00         |
| Engineering Design.....                 | \$12,000.00        |
| <i>Geotechnical Subconsultant</i> ..... | <i>\$1,500.00</i>  |
| Permits & MDOT Coordination .....       | \$3,000.00         |
| <u>Public Involvement</u> .....         | <u>\$2,100.00</u>  |
| <b>TOTAL DESIGN FEE</b> .....           | <b>\$23,100.00</b> |



**Table 2: Project 2 - Central Street Fee Estimate**

| <u>Task</u>                             | <u>Fee</u>         |
|---|--------------------|
| Topographic Survey and Base Plans ..... | \$1,500.00         |
| Engineering Design.....                 | \$26,400.00        |
| <i>Geotechnical Subconsultant</i> ..... | <i>\$2000.00</i>   |
| Permits & MDOT Coordination .....       | \$5,800.00         |
| <u>Public Involvement</u> .....         | <u>\$3,400.00</u>  |
| <b>TOTAL DESIGN FEE</b> .....           | <b>\$39,100.00</b> |

Compensation will be based on hourly rates times the cumulative hours worked. OHM will invoice the Village on a monthly basis.

**FURTHER CLARIFICATIONS AND ASSUMPTIONS**

The above fee is based upon the following assumptions:

1. It is not anticipated that easements will be required for this work. In the event it becomes apparent that additional right-of-way will be required to complete the project, OHM will provide a separate proposal for professional services to assist the Village in preparing and obtaining easements.

**SCHEDULE**

The project is intended for the Summer 2014 construction season. We anticipate the following schedule for the project:

| <u>Task</u>                                      | <u>Completion Date</u>  |
|--|-------------------------|
| Topographic Surveys .....                        | July 19, 2013           |
| Preliminary Engineering & Resident Meeting ..... | August 16, 2013         |
| GI Submittal.....                                | September 27, 2013      |
| Final Plans to MDOT .....                        | November 27, 2013       |
| MDOT Bid Letting .....                           | February 7, 2014        |
| Construction Date.....                           | As early as April, 2014 |

**CONTRACT TERMS AND CONDITIONS**

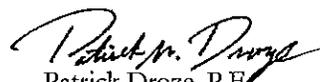
The attached Standard Terms and Conditions, dated March 2003 and as shown as Exhibit 1, are incorporated into this proposal by reference. Section No. 7 is omitted per request of the Village.

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

Sincerely,

ORCHARD, HILTZ & McCLIMENT, INC.

  
Rhett A. Gronevelt, P.E.  
Principal

  
Patrick Droze, P.E.  
Project Engineer

Encl: Exhibit 1 – Standard Terms and Conditions

## STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM ADVISORS and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM ADVISORS will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM ADVISORS:

- a) Provide OHM ADVISORS personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM ADVISORS within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM ADVISORS to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM ADVISORS shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM ADVISORS reasonable control.

5. COMPENSATION – The Owner shall pay OHM ADVISORS for services performed in accordance

with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a charge at the rate of one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM ADVISORS shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM ADVISORS and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM ADVISORS or OHM ADVISORS' Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM ADVISORS fee, whichever is greater. omitted

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledge OHM ADVISORS' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM ADVISORS, however, OHM ADVISORS shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM ADVISORS. In accepting and utilizing any drawings or other data on any electronic media provided by OHM ADVISORS, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM ADVISORS and will be corrected as part of OHM ADVISORS' basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM ADVISORS the amount shown on any invoice within 60 days of the date of the invoice, OHM ADVISORS may, after giving 7 days notice

to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM ADVISORS preparation of Opinions of Probable Cost represent OHM ADVISORS' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM ADVISORS has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM ADVISORS shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM ADVISORS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

**2013 HOURLY RATE SCHEDULE**

|  |           |
|--|-----------|
| Professional Engineer IV/Architect IV .....          | \$ 145.00 |
| Professional Engineer III/Architect III .....        | \$ 125.00 |
| Professional Engineer II/Architect II .....          | \$ 120.00 |
| Professional Engineer I/Architect I .....            | \$ 105.00 |
| Graduate Engineer III .....                          | \$ 108.00 |
| Graduate Engineer II .....                           | \$ 100.00 |
| Graduate Engineer I .....                            | \$ 95.00  |
| Graduate Architect III/Landscape Architect III ..... | \$ 103.00 |
| Graduate Architect II/Landscape Architect II .....   | \$ 84.00  |
| Graduate Architect I/Landscape Architect I .....     | \$ 68.00  |
| Technician IV .....                                  | \$ 105.00 |
| Technician III .....                                 | \$ 95.00  |
| Technician II .....                                  | \$ 82.00  |
| Technician I .....                                   | \$ 62.00  |
| Engineering/Architectural Aide .....                 | \$ 48.00  |
| Professional Surveyor III .....                      | \$ 130.00 |
| Professional Surveyor II .....                       | \$ 115.00 |
| Professional Surveyor I .....                        | \$ 100.00 |
| Graduate Surveyor .....                              | \$ 95.00  |
| Surveyor III .....                                   | \$ 90.00  |
| Surveyor II .....                                    | \$ 86.00  |
| Surveyor I .....                                     | \$ 68.00  |
| Surveyor Aide .....                                  | \$ 48.00  |
| Planner IV .....                                     | \$ 125.00 |
| Planner III .....                                    | \$ 108.00 |
| Planner II .....                                     | \$ 94.00  |
| Planner I .....                                      | \$ 60.00  |
| Planner Aide .....                                   | \$ 48.00  |
| Graphic Designer .....                               | \$ 95.00  |
| Data Base Developer .....                            | \$ 165.00 |
| IT Technician III .....                              | \$ 160.00 |
| IT Technician II .....                               | \$ 130.00 |
| IT Technician I .....                                | \$ 85.00  |
| Administrative Support .....                         | \$ 52.00  |
| Clerical Aide .....                                  | \$ 42.00  |
| <br>   |           |
| Principal .....                                      | \$ 165.00 |
| Senior Associate .....                               | \$ 155.00 |
| Associate .....                                      | \$ 150.00 |
| <br>   |           |
| 3-Man Survey Crew w/Equipment .....                  | \$ 210.00 |
| 2-Man Survey Crew w/Equipment .....                  | \$ 180.00 |
| 1-Man Survey w/Robotic Equipment .....               | \$ 140.00 |

AGENDA 7-8-13  
ITEM L-5

## VILLAGE OF DEXTER

ddettling@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

### MEMO

**To: President Keough and Council**  
**From: Donna Dettling, Village Manager**  
**Date: July 8, 2013**  
**Re: Discussion of Recommendation to adopt a Resolution and Guidance regarding use of Adult Crossing Guards**

Attached are the documents that Patrick Droze introduced at the last Council meeting for review. Staff would like to proceed with the adoption of the Resolution and the guidance necessary to establish a policy for use of Crossing Guards. The procedures document includes by reference P.A. 227 and the "Guideline for Traffic Control in School Areas", and AAA Michigan "Adult School Crossing Guard Manual". These documents will be used as reference materials for determining when a crossing guard is needed.

I also got additional feedback from Larry Cobler. Below is what he sent to help ease Council's concerns that the School Board would request Crossing Guards.

**Donna, I had some time to look at the law. It looks like crossing guards can't happen without unanimous consent of all parties.**

In the MCL look at "257.613a School crossings; establishment; basis; determination; notice; erection of school crossing signs."

Sec. 613a. (1) Except as provided in subsections (2) and (3), the state transportation department, a county road commission, or a local authority shall establish school crossings considered necessary for the safety of schoolchildren on streets and highways under its jurisdiction. The establishment of a school crossing shall be based upon a traffic and engineering study conducted by the authority having jurisdiction, in consultation with the superintendent of the school district. (4) If the individuals described in subsection (3) determine by unanimous vote that a traffic and engineering study should be conducted, the individuals shall notify the authority having jurisdiction to maintain the road in writing of that determination. If the authority is notified under this subsection that traffic and engineering study should be conducted, the authority shall conduct the study.

**My read of this makes me believe that this cannot be done unilaterally by the district. I hope this helps.**

Larry

2013-XX  
Village of Dexter

Resolution to establish policy regarding the use of Adult Crossing Guards

At a regular meeting of the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 the following Resolution was offered by Member: \_\_\_\_\_ and Seconded by Member: \_\_\_\_\_.

WHEREAS Public Act 227 (1978) establishes several procedures and responsibilities pertaining to adult crossing guards, such as engineering warrant studies, guard training and supervision, and qualifications for personnel; and

WHEREAS the Michigan Departments of Transportation and State Police, AAA Foundation for Traffic Safety and the National Safety Council urges all governmental jurisdictions to adopt and conduct comprehensive programs for pedestrian safety; and

WHEREAS, a comprehensive program for pedestrian safety should incorporate the elements of safe access to and from school, based upon the joint efforts of village traffic engineers, sheriffs, parents and school authorities; and

WHEREAS, adult crossing guards are an integral part of safe access programs while also furthering traffic safety education objectives of preparing responsible citizens capable of walking defensively; and

WHEREAS, the inappropriate use of adult crossing guards at locations of questionable merit does not further traffic safety, since it diverts limited resources from areas of higher need, restricts the opportunity for students to become knowledgeable of traffic hazards, sufficiently independent and responsible to make decisions by themselves, and tends to reduce respect for this type of control at locations that are warranted;

THEREFORE BE IT RESOLVED that the Village of Dexter endorses the provision of adult crossing guards at locations meriting this level of control and protection; and

FURTHER RESOLVED that the Village assess school crossing needs and determine to provide for those needs within the limits of Public Act 227; and

FURTHER RESOLVED that the emphasis and priority should be given to crossings that merit adult guards as determined by an engineering study utilizing warrants, procedures and standards established by the Village Engineer, said guidelines to conform substantially with recognized practices and standards of care for school pedestrian safety.

AYES:

NAYS:

---

Carol J. Jones, Clerk

## PROCEDURES FOR REVIEW OF ADULT GUARDS AT SCHOOL CROSSINGS

1. Purpose:

To establish uniform procedures for responding to requests for adult guards at school crossing locations.

2. Authority / Citations:

P .A. 227 (1978)

Michigan MUTCD Uniform Traffic Code for Cities, Townships and Villages

3. Information:

Adult guards are recognized as an important traffic control strategy for school crossings. As with other controls, they are the subject numerous requests from citizens for locations of debatable value. The safety of school-age pedestrians can best be attained through the uniform application of realistic policies, practices and standards developed through engineering and enforcement studies and experience gained nationwide. This becomes especially important when dealing with highly emotional requests for traffic controls that are often unnecessary, costly and, if used profligately, would tend to reduce respect for controls that are warranted. .

Guidelines are hereby established to evaluate the requested locations in an objective and uniform manner consistent with sound safety principles and engineering judgment. Staff is to utilize "Guidelines for Traffic Control in School Areas", Michigan Department of Transportation, 1978 or procedures outlined by the AAA Foundation for Traffic Safety.

This reference is issued by the Office of Highway Safety Planning, Michigan State Police and is recognized as the definitive discussion of school area traffic control by MDOT, MSP, ITE Michigan Section and AAA of Michigan.



**MICHIGAN VEHICLE CODE (EXCERPT)**  
**Act 300 of 1949**

**257.57a "School crossing" defined.**

Sec. 57a. "School crossing" means a crosswalk designated by the department of state highways and transportation, a county road commission, or a local authority as a place to be used by school children for crossing a street or highway.

History: Add. 1978, Act 227, Imd. Eff. June 14, 1978.

**MICHIGAN VEHICLE CODE (EXCERPT)**  
**Act 300 of 1949**

**257.613d Failure to stop for school crossing guard holding stop sign in upright position; misdemeanor; presumption.**

Sec. 613d. (1) A driver of a motor vehicle who fails to stop when a school crossing guard is in a school crossing and is holding a stop sign in an upright position visible to approaching vehicular traffic is guilty of a misdemeanor.

(2) In a proceeding for a violation of this section, proof that the particular vehicle described in the citation, complaint, or warrant was used in the violation, together with proof that the defendant named in the citation complaint or warrant was the registered owner of the vehicle at the time of the violation, constitutes in evidence a presumption that the registered owner of the vehicle was the driver of the vehicle at the time of the violation.

**History:** Add. 1978, Act 227, Imd. Eff. June 14, 1978.

**MICHIGAN VEHICLE CODE (EXCERPT)**  
**Act 300 of 1949**

**257.613c School crossing guard; responsibility of local law enforcement agency; instruction required; approval and conduct of courses.**

Sec. 613c. (1) School crossing guards shall be the responsibility of the local law enforcement agency having immediate jurisdiction of the crossing.

(2) A person shall receive a minimum of 4 hours instruction before performing the duties of a school crossing guard. Two hours of additional instruction shall be given annually to a school crossing guard before the beginning of each school year. The courses of instruction shall be approved by the department of education and the department of state police and conducted by the local law enforcement agency having jurisdiction or its designee.

**History:** Add. 1978, Act 227, Imd. Eff. June 14, 1978.

**MICHIGAN VEHICLE CODE (EXCERPT)**  
**Act 300 of 1949**

**257.613b School crossing guard; stationing; time period; color and design of outer vest; stopping vehicular traffic with hand held stop sign; authority.**

Sec. 613b. (1) When assigned, a school crossing guard shall be stationed at a school crossing during time periods established jointly by the superintendent of the school district and the head of the law enforcement agency having immediate jurisdiction.

(2) While on duty, a school crossing guard shall wear an outer vest of a color and design which conforms with the standards of the manual of uniform traffic control devices provided for in section 608.

(3) A school crossing guard while on duty at a school crossing shall when necessary stop vehicular traffic. This shall be done by use of a hand held stop sign which conforms to the standards for the sign in the manual of uniform traffic control devices or as approved by the department of state highways and transportation. School crossing guards shall have the authority only at their assigned crossings and only during their assigned duty times.

**History:** Add. 1978, Act 227, Imd. Eff. June 14, 1978.

**MICHIGAN VEHICLE CODE (EXCERPT)**  
**Act 300 of 1949**

**257.613a School crossings; establishment; basis; determination; notice; erection of school crossing signs.**

Sec. 613a. (1) Except as provided in subsections (2) and (3), the state transportation department, a county road commission, or a local authority shall establish school crossings considered necessary for the safety of schoolchildren on streets and highways under its jurisdiction. The establishment of a school crossing shall be based upon a traffic and engineering study conducted by the authority having jurisdiction, in consultation with the superintendent of the school district.

(2) If considered necessary under subsection (1) or pursuant to a traffic and engineering study conducted under subsection (4), a school crossing shall be established within a safe distance from a school located on a street or highway on which the speed limit is 25 miles or more per hour.

(3) Upon request of the superintendent of the school district, the following individuals shall meet at not less than 5-year intervals to consider whether a traffic and engineering study should be conducted to determine whether a school crossing is required under subsection (2):

(a) ~~The superintendent of the school district in which the school is located or his or her designee.~~

(b) The head of the local authority having jurisdiction to maintain the road or his or her designee or, if there is no local authority, an individual designated by the director of the state transportation department.

(c) The chief of police of the local unit of government in which the road is located or his or her designee or, if the local unit of government does not have a police department, the county sheriff or his or her designee.

(4) If the individuals described in subsection (3) determine by unanimous vote that a traffic and engineering study should be conducted, the individuals shall notify the authority having jurisdiction to maintain the road in writing of that determination. If the authority is notified under this subsection that a traffic and engineering study should be conducted, the authority shall conduct the study.

(5) Having established a school crossing, the state transportation department, county road commission, or local authority shall erect school crossing signs, in conformance with the manual of uniform traffic control devices provided for in section 608, on streets or highways under its jurisdiction.

**History:** Add. 1978, Act 227, Imd. Eff. June 14, 1978;—Am. 2004, Act 201, Imd. Eff. July 13, 2004.

**Popular name:** The Jasmine Miles Schoolchildren Safety Act

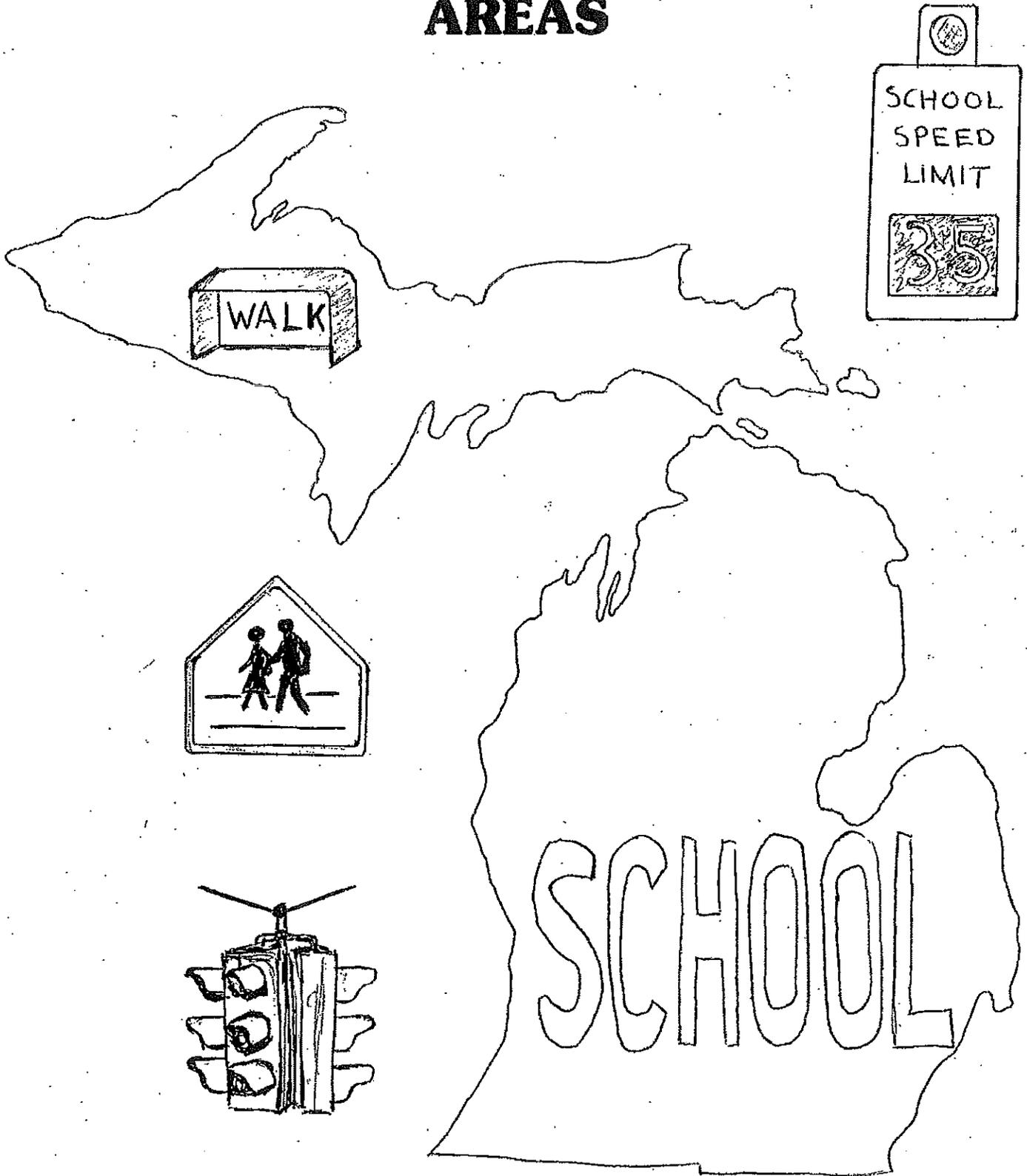
**MICHIGAN VEHICLE CODE (EXCERPT)**  
**Act 300 of 1949**

**257.57b "School crossing guard" defined.**

Sec. 57b. "School crossing guard" means a person 17 years of age or older authorized to supervise children using a school crossing as provided in section 613c.

**History:** Add. 1978, Act 227, Imd. Eff. June 14, 1978;—Am. 2003, Act 212, Imd. Eff. Nov. 26, 2003.

# GUIDELINES FOR TRAFFIC CONTROL IN SCHOOL AREAS



MICHIGAN DEPARTMENT OF STATE HIGHWAYS  
AND TRANSPORTATION

PAGE 15

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## APPENDIX A

### Field Survey Data

1. The number of rows of pedestrians walking five abreast at the crossing under study (N), or 1/5 the total number of pedestrians.
2. The width (in feet) of the pavement to be crossed by the group of pedestrians (W).
3. The actual pedestrian delay time (as a percentage of the total survey time) created by the traffic flow at the location under study (D).
4. Speed Limits (85th percentile, if possible, or speed limit).

### Procedure for Making Field Studies

1. Determination of "N" - the number of rows

It is assumed that five pedestrians will walk abreast when a group crosses a roadway. Therefore, if the group size is determined and divided by five, the required number of rows, "N", will be obtained. The 85th-percentile group size is used so as to include most situations.

There is a natural tendency for pedestrians to group together before crossing a roadway as they wait for a break or gap in the traffic stream. Thus, an observer can count the number of pedestrians that gather in each of these groups at the crossing under study and record the size on a form such as suggested in Exhibit No. A-1. A simple computation will yield the 85th-percentile group and the value of "N" for the group size can be found in the second column. Note that "N" is taken as a whole number since even one pedestrian in excess of an even five will make an additional row, which will require extra clearance time.

These pedestrian counts should be made on a normal school day during the heaviest hours of crossing activity in the morning or afternoon, preferably both.

2. Determination of "W" - the pavement width

This is the curb-to-curb width as measured at the crossing under study. If the roadway is divided and the center island is wide enough for the maximum-sized group of pedestrians to stand on it in safety, the curb-to-curb width of only one roadway is used for "W". This information should be obtained at the same time that the pedestrian group size study is made by recording the information suggested at the top of Exhibit No. A-1.

| PEDESTRIAN GROUP SIZE STUDY  |                    |   |       |                           |  |
|--|--------------------|---|-------|---------------------------|--|
| Study date <u>5/10/62</u>  |                    | Time: From <u>8:00am</u> to <u>9:00am</u> |       | Location <u>4th and D</u> |  |
| Crosswalk across <u>D Street</u>   |                    | Curb-to-curb distance <u>60'</u>          |       |                           |  |
| Divided roadway? Yes <input type="radio"/> No <input checked="" type="radio"/> |                    | Width of island <u>None</u>               |       |                           |  |
| Group size   | Number of Rows (N) | Number of Groups                          |       | Cumulative                | Computations   |
|  |                    | Tally                                     | Total |                           |  |
| 46 - 50  | 10                 |   |       |                           |  |
| 41 - 45  | 9                  |   |       |                           |  |
| 36 - 40  | 8                  | I   | 1     | 1                         | This figure includes "9" the cutoff for the 85th percentile group size. Therefore: N = 6 |
| 31 - 33  | 7                  | ///                                       | 3     | 4                         |  |
| 26 - 30  | 6                  | /// I                                     | 7     | 11                        |  |
| 21 - 25  | 5                  | /// I I I                                 | 13    |                           |  |
| 16 - 20  | 4                  | /// I I I I                               | 16    |                           |  |
| 11 - 15  | 3                  | /// I I                                   | 17    |                           |  |
| 6 - 10   | 2                  | ///                                       | 19    |                           |  |
| 5 or Less  | 1                  | I   | 20    |                           |  |
| Total Number of Groups   |                    |   | 60    | x 0.15 = 9                | N = 6  |

Exhibit No. A-1

3. Determination of "D" - the actual pedestrian delay time

This information is developed in a second field survey based on the information obtained in the Pedestrian Group Size Study.

Before the field survey is made to determine pedestrian delay time at the location under study, it is necessary to find the minimum length (in seconds) of a gap in traffic which will permit an 85th-percentile group of pedestrians to cross a roadway of specified width. This minimum gap in traffic, known as the Adequate Gap Time (G), includes both the perception-reaction time and the time needed to walk across the roadway without coming into conflict with passing vehicles.

The Adequate Gap Time may be selected from the table in Exhibit No. A-2, or it may be computed using the following equation. In either case, the values for "W" and "N" are those determined in the Pedestrian Group Size Study.

$$\text{Adequate Gap Time - G (in seconds)} = \frac{W}{3.5} + 3 + (N - 1)2 \text{ where: } W$$

divided by 3.5 = Walking Time - the number of seconds required to walk across the roadway. This value is equal to the width of roadway (W) in feet, divided by the walking speed in feet per second (assumed to be 3.5 ft./sec.).

3 = Perception and Reaction Time - The number of seconds required for a child to look both ways, make a decision, and commence to walk across the street. This interval is assumed to be 3 seconds.

$(N - 1)2$  = Pedestrian Clearance Time - additional seconds of time required to clear large groups of children from the roadway. Children are assumed to cross the roadway in rows of five with two-second time intervals between each row. The clearance time interval is equal to  $(N - 1)2$  where N is the number of rows, 1 represents the first row, and 2 is the time interval between rows.

| TABLE OF ADEQUATE GAP TIMES<br>(in seconds) |                      |    |    |    |    |    |    |    |    |    |
|---|----------------------|----|----|----|----|----|----|----|----|----|
| Roadway Width - "W"                         | Number of Rows - "N" |    |    |    |    |    |    |    |    |    |
|   | 1                    | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 16 - 19                                     | 8                    | 10 | 12 | 14 | 16 | 18 | 20 | 22 | 24 | 26 |
| 20 - 22                                     | 9                    | 11 | 13 | 15 | 17 | 19 | 21 | 23 | 25 | 27 |
| 23 - 26                                     | 10                   | 12 | 14 | 16 | 18 | 20 | 22 | 24 | 26 | 28 |
| 27 - 29                                     | 11                   | 13 | 15 | 17 | 19 | 21 | 23 | 25 | 27 | 29 |
| 30 - 33                                     | 12                   | 14 | 16 | 18 | 20 | 22 | 24 | 26 | 28 | 30 |
| 34 - 36                                     | 13                   | 15 | 17 | 19 | 21 | 23 | 25 | 27 | 29 | 31 |
| 37 - 40                                     | 14                   | 16 | 18 | 20 | 22 | 24 | 26 | 28 | 30 | 32 |
| 41 - 43                                     | 15                   | 17 | 19 | 21 | 23 | 25 | 27 | 29 | 31 | 33 |
| 44 - 47                                     | 16                   | 18 | 20 | 22 | 24 | 26 | 28 | 30 | 32 | 34 |
| 48 - 50                                     | 17                   | 19 | 21 | 23 | 25 | 27 | 29 | 31 | 33 | 35 |
| 51 - 54                                     | 18                   | 20 | 22 | 24 | 26 | 28 | 30 | 32 | 34 | 36 |
| 55 - 57                                     | 19                   | 21 | 23 | 25 | 27 | 29 | 31 | 33 | 35 | 37 |
| 58 - 61                                     | 20                   | 22 | 24 | 26 | 28 | 30 | 32 | 34 | 36 | 38 |
| 65 - 68                                     | 22                   | 24 | 26 | 28 | 30 | 32 | 34 | 36 | 38 | 40 |
| 75 - 80                                     | 25                   | 27 | 29 | 31 | 33 | 35 | 37 | 39 | 41 | 43 |

Exhibit No. A-2

4. Pedestrian Delay Time Field Study. After the Adequate Gap Time has been selected, the field study to determine the actual delay time to pedestrians caused by passing traffic can be undertaken. This study actually measures the time intervals between passing vehicles. Those intervals or traffic gaps that are equal to or greater than the Adequate Gap Time are the periods during which children must cross the roadway. The intervals between these gaps are the delay periods, the sum of which is the Actual Pedestrian Delay.

Either of the following methods may be used to determine the gaps in the traffic stream. If the entire roadway must be crossed once the pedestrian leaves the curb, traffic flow in all lanes regardless of direction must be considered together.

- a. The Graphic Recorder Method - A graphic recorder similar to the Esterline-Angus recorder is used. The pen on the recorder may be actuated by a radar speedometer aimed at passing traffic or a manually-operated pushbutton arrangement. Passing vehicles are recorded on the moving tape of the recorder as a series of sharp peaks. Traffic gaps are measured in seconds of time from one peak to the next peak. The total time of all gaps (t) which is equal to or greater than the Adequate Gap Time (G), and the total time of survey are used in the analysis of the crossing.

Upon completion of the survey, the form suggested in Exhibit No. A-3 can be used to tally the results.

- b. The Metronome Method - This method makes use of a mechanical or electrical metronome, which marks time by a ticking sound. Electrical metronomes, which usually can be constructed in the traffic signal workshop, require an inverter to adapt the power from the car battery. Traffic gaps are measured with the metronome by ear and sight. The instrument is set for one-second click intervals. The field observer counts the number of clicks between passing vehicles. In this way, the length of all gaps which are equal to or greater than the Adequate Gap Time (G) is measured and recorded; lesser gaps are discarded. The form suggested in Exhibit No. A-3 can be used as a field sheet for this purpose. The overall survey time is also recorded. The metronome method of survey is recommended because of its simplicity and its low cost in equipment and manpower.

| PEDESTRIAN DELAY TIME STUDY                            |                |   |                      |   |
|--|----------------|---|----------------------|---|
| Study date <u>7/11/62</u>                              |                | Location <u>4th and D</u>               |                      | Crosswalk across <u>D Street</u>                    |
| End of Survey (to nearest minute) <u>2:57pm</u>        |                | Number of Rows - "N" <u>6</u>           |                      |   |
| Start of Survey (to nearest minute) <u>2:02am</u>      |                | Roadway Width - "W" <u>40</u> ft.       |                      |   |
| Total Survey Time (minutes) <u>55</u>                  |                | Adequate Gap Time - "G" <u>24</u> secs. |                      |   |
| Gap Size (Seconds)                                     | Number of Gaps |   | Multiply by Gap Size | Computations  |
|  | Tally          | Total                                   |                      |   |
| 8  |                |   |                      |   |
| 9  |                |   |                      |   |
| 10   |                |   |                      |   |
| 11   |                |   |                      |   |
| 12   |                |   |                      |   |
| 13   |                |   |                      |   |
| 14   |                |   |                      |   |
| 15   |                |   |                      |   |
| 16   |                |   |                      |   |
| 17   |                |   |                      |   |
| 18   |                |   |                      |   |
| 19   |                |   |                      |   |
| 20   |                |   |                      |   |
| 21   |                |   |                      |   |
| 22   |                |   |                      |   |
| 23   |                |   |                      |   |
| 24   |                | 1                                       | 24                   |   |
| 25   |                | 3                                       | 72                   |   |
| 26   |                | 3                                       | 72                   |   |
| 27   |                | 2                                       | 48                   |   |
| 28   |                | 1                                       | 24                   |   |
| 29   |                | 3                                       | 72                   |   |
| 30   |                | 4                                       | 96                   |   |
| 31   |                | 2                                       | 48                   |   |
| 32   |                | 4                                       | 96                   |   |
| 33   |                | 0                                       | 0                    |   |
| 34   |                | 2                                       | 48                   |   |
| 35   |                | 3                                       | 72                   |   |
| 36   |                | 0                                       | 0                    |   |
| 37   |                | 1                                       | 24                   |   |
| 38   |                |   |                      |   |
| 39   |                |   |                      |   |
| 40   |                |   |                      |   |
| 41   |                |   |                      |   |
| 42   |                |   |                      |   |
| 43   |                |   |                      |   |
| "t" (total time of all gaps equal or greater than "G") |                |   | <u>770</u> secs.     | $D = \frac{770}{3300} \times 100$<br><u>23.33</u> % |

Exhibit No. A-3

The survey should be conducted immediately before or after the period in which children are using the crosswalk, so that they will not affect the vehicular traffic pattern. At least two surveys should be made, in the morning and in the afternoon, of the heaviest traffic weekday. Additional surveys may be necessary to verify results.

5. - Computation of Actual Pedestrian Delay. When the field survey is completed, the total time of all gaps in which pedestrians could cross is found by adding the length, in seconds, of each gap which was equal to or greater than the Adequate Gap Time (G). This figure is known as "t" and is subtracted from the total survey time is seconds (T). The following equation is then used to determine the percentage of actual pedestrian delay:

$$\text{Actual Pedestrian Delay} - D \text{ (in \%)} = \frac{(T-t)}{T}100$$

## APPENDIX B

### Determination of the Need for Traffic Control at School Crossings

The need for some special form of protection can be determined by using Exhibit B-1. By plotting the percent pedestrian delay (D) on the horizontal axis and the width of street (W) on the vertical axis, a point will be found in relation to the appropriate pedestrian group line (N).

- a. If the point is to the left of the line for the pedestrian group size being considered, no special form of traffic control is needed. However, certain signs, markings, parking restrictions, and special speed zones may be appropriate, as described later. (Point "A" on Exhibit B-1 is an illustration of this situation).
- b. On the other hand, if the point is to the right of the line for the pedestrian group size (as indicated by point "B" on Exhibit B-1) some special form of control, such as described later, will be needed.

Note that this analysis does not identify the measure which will alleviate the hazard. It does, however, separate those locations for which special controls should be provided from those locations which need little or no treatment, based on a factual study of actual conditions. Furthermore, an indication of priority can be obtained by noting how far to the right a point is in relation to its group size (N number). For example, let points "P" and "Q" represent two locations where the following field conditions exist:

|         |         |
|---------|---------|
| P       | Q       |
| N = 6   | N = 1   |
| W = 40' | W = 55' |
| D = 70% | D = 70% |

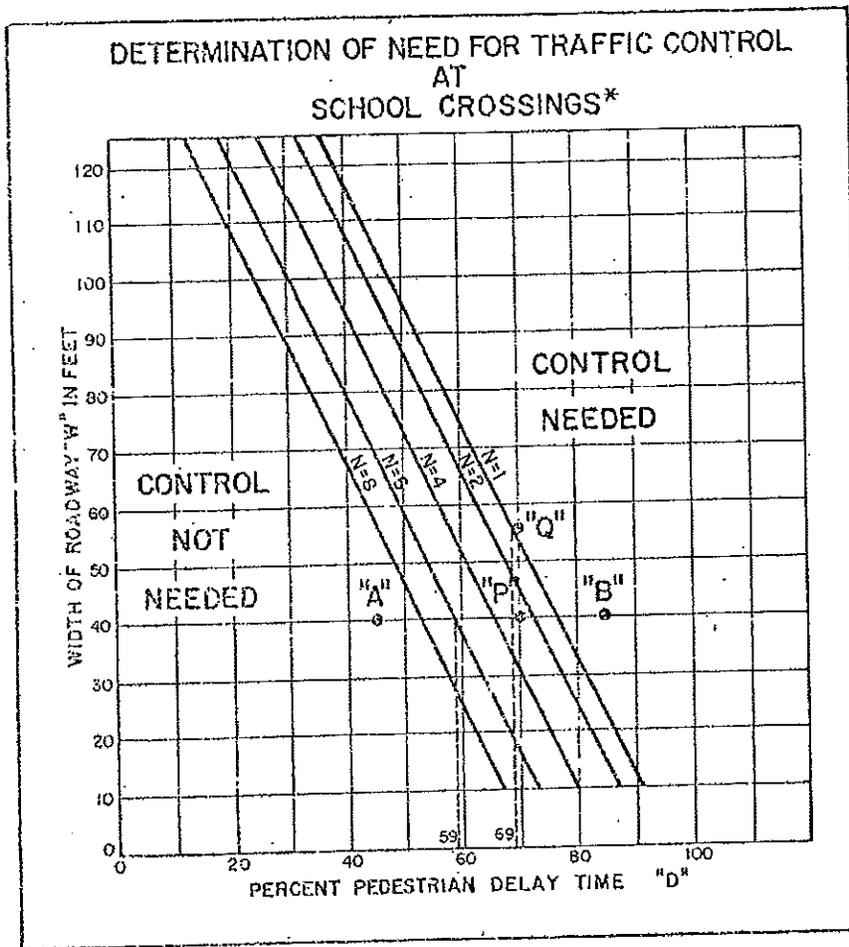


Exhibit B-1

The borderline between control needed and not needed occurs at  $D = 59\%$  ( $N = 6$ ) for location "P," a difference of 11 from the situation as measured in the field. For location "Q" the corresponding difference is 1. Therefore, this would indicate that conditions at "P" are more serious and should be corrected first.

## APPENDIX C

### Analysis of School Crossings at Signalized Intersections

In the body of this booklet, the analysis has assumed that traffic control signals have not been installed at the location under study. However, certain school crossings may be located at complicated and congested signalized intersections where heavy turning movements create confusion and hazard, particularly for small children. Special controls of the type discussed earlier may be necessary to assist children at these locations.

Hazard is created as right- and left-turning vehicles (moving on the same green signal interval as the children) traverse the pedestrian crosswalk being used by the children. This hazard is determined by measuring those gaps which are equal to or greater than the Adequate Gap Time (G) in the traffic turning across the crosswalk. In this instance, the width of roadway (W) is equal to one-half of the roadway, since the children are "protected" on the other half by vehicles waiting for the green light on the cross street. Except for one further consideration, the need for additional traffic control is calculated in the same manner and with the same equations used previously.

The additional item of information which must be considered is the cycle length of the traffic control signals. The cycle length is the factor "C" in the following equation for the family of lines which appear on the graph in Exhibit B-1.

$$D_a = \frac{(C - G)100}{C}$$

Where  $D_a$  = Allowable Pedestrian Delay Time (in percent)

C = Cycle Length

G = Adequate Gap Time

$$\text{Since } G = \frac{W}{3.5} + 3 + (N - 1)2,$$

the equation can be written as:

$$D_a = 1 - \frac{W}{3.5 + 3 + (N - 1)2} \cdot 100$$

" $D_a$ ," which by definition is the maximum delay time that is acceptable to a pedestrian, is equivalent to the green and yellow vehicle signal interval of a hypothetical traffic signal. The Adequate Gap Time (G) is used as the green and yellow signal interval of the pedestrian phase. The Allowable Delay Time is found by subtracting the Adequate Gap Time from the signal cycle (C).

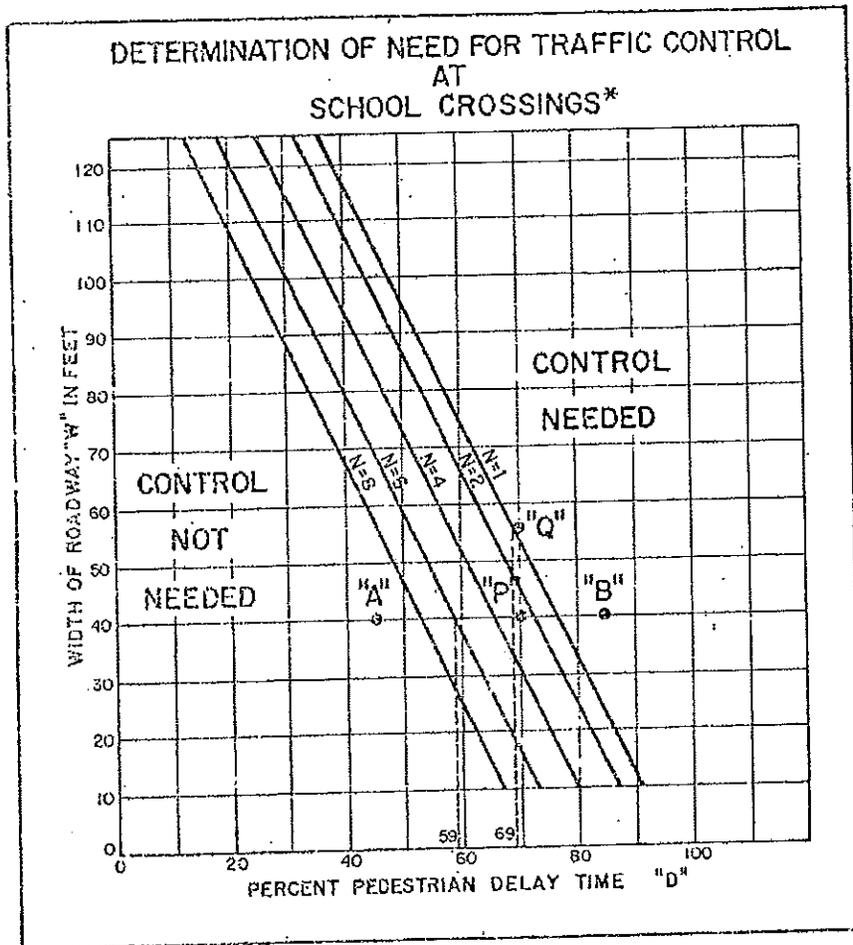


Exhibit B-1

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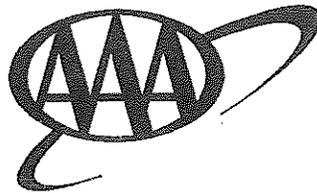
In developing the graph in Exhibit B-1, "C" was assumed to be 60 seconds. At a signalized intersection, if "C" does not equal 60, it will be necessary to calculate "D<sub>a</sub>" using the above equation.

To determine whether or not a special form of protection or control is needed, the calculated "D<sub>a</sub>" is compared with "D", the actual percentage of pedestrian delay, as found by field studies. If "D" is less than "D<sub>a</sub>" no special steps need be taken. Conversely, if "D" is greater than "D<sub>a</sub>", one or more of the control or warning measures set forth may be appropriate.

Note that in cases where "D" is greater than "D<sub>a</sub>" the difference can be used to set priorities for undertaking installation of controls among several locations.

# Adult School Crossing Guard Manual

AAA Michigan  
Community Safety Services  
Approved by the  
Michigan Department of Education  
Michigan State Police



## INTRODUCTION

Adult school crossing guards have been an integral part of school crossing protection programs in Michigan for many years. The crossing guard program was originally initiated in larger cities, but now exists in cities of all sizes.

The objective of school crossing protection should be consistent with the traffic safety education objective of preparing responsible traffic citizens. It is the goal of most school districts that students become knowledgeable of traffic hazards and sufficiently independent as pedestrians to cope with most traffic situations. If the school crossing protection aspect is over-emphasized, there is no opportunity for students to make responsible decisions for themselves. To ensure this learning and self-development process, only school crossing protection that is absolutely necessary should be provided. Therefore, police and school officials with traffic control responsibilities are urged to adhere to accepted standards and practices.

Public Act 227 (1978) establishes several procedures and responsibilities pertaining to adult school crossing guards. It states that an engineering study must be conducted to determine if an adult school crossing guard is warranted and that the training and supervision of adult guards is the responsibility of the local law enforcement agency having jurisdiction over the crossing. It further states the minimum age, education requirements and uniform attire for adult guards.

This guidebook provides practical procedures for conducting engineering studies and outlines the education course approved by the Michigan Department of Education and State Police. Suggestions for the organization, administration and operation of an adult school crossing guard program are included in this publication. Schools and communities should assess their particular school crossing needs and determine the direction to proceed within the limits of Public Act 227.

# PERSONNEL MANAGEMENT

## ORGANIZATION AND ADMINISTRATION

In Michigan, adult crossing guards are the responsibility of the local law enforcement agency having immediate jurisdiction over the crossing location (Michigan Vehicle Code section 257.613c). Usually, a member of the Police Department's traffic division is assigned to supervise the operation, as well as to conduct the necessary engineering studies and training programs. While the police agency is responsible for this program, close communication and cooperation should be maintained with school authorities.

**SCOPE OF AUTHORITY** Adult crossing guards cannot be given regulatory and enforcement powers. The scope of their responsibilities and duties should be clearly spelled out and understood by both police and crossing guards. Communities may employ adult school crossing guards consistent with this recommended limitation in accordance with Michigan Vehicle Code Public Act 300, as cited below:

**257.613b School crossing guard; stationing; time period; color and design of outer vest; stopping vehicular traffic with hand held stop sign; authority.**

Sec. 613b.

(1) When assigned, a school crossing guard shall be stationed at a school crossing during time periods established jointly by the superintendent of the school district and the head of the law enforcement agency having immediate jurisdiction.

(2) While on duty, a school crossing guard shall wear an outer vest of a color and design which conforms with the standards of the manual of uniform traffic control devices provided for in section 608.

(3) A school crossing guard, while on duty at a school crossing shall when necessary, stop vehicular traffic. This shall be done by use of a hand held stop sign which conforms to the standards for the sign in the manual of uniform traffic control devices or as approved by the department of state highways and transportation. School crossing

guards shall have the authority only at their assigned crossings and only during their assigned duty times.

**257.613c School crossing guard; responsibility of local law enforcement agency; instruction required; approval and conduct of courses.**

Sec. 613c.

(1) School crossing guards shall be the responsibility of the local law enforcement agency having immediate jurisdiction of the crossing.

(2) A person shall receive a minimum of 4 hours instruction before performing the duties of a school crossing guard. Two hours of additional instruction shall be given annually to a school crossing guard before the beginning of each school year. The courses of instruction shall be approved by the Department of Education and the Department of State Police and conducted by the local law enforcement agency having jurisdiction or its designee.

**257.613d Failure to stop for school crossing guard holding stop sign in upright position; misdemeanor; presumption.**

Sec. 613d.

(1) A driver of a motor vehicle who fails to stop when a school crossing guard is in a school crossing and is holding a stop sign in an upright position visible to approaching vehicular traffic is guilty of a misdemeanor.

(2) In a proceeding for a violation of this section, proof that the particular vehicle described in the citation, complaint, or warrant was used in the violation, together with proof that the defendant named in the citation complaint or warrant was the registered owner of the vehicle at the time of the violation, constitutes in evidence a presumption that the registered owner of the vehicle was the driver of the vehicle at the time of the violation.

**DUTY PERIODS** The number and length of work periods will vary depending on a school's particular needs. Generally, crossing guards report for duty about one-half hour before the tardy bell and remain on duty until five minutes after classes begin. If a crossing guard is

unable to report for work, it is absolutely necessary to call as far in advance so a replacement can be located.

**UNIFORMS** Adult school crossing guards are required to be uniformly outfitted with a vest and stop sign so that motorists and pedestrians can recognize them and correctly respond to their signals. The MMUTCD describes the vest and stop sign specifications. Police departments may specify the use of uniform blouses, jackets, and low heel shoes, etc., to be worn in addition to the specified vest. Elaborate police uniforms, not only add unnecessary costs to the program but, may give the public an erroneous impression of the extent of authority of an adult guard.

**LIABILITY** Adult school crossing guards should be included under the state's Worker's Compensation Laws. Their insurance protection should be effective only during hours of duty and not include protection for traveling back and forth to work.

## RECRUITMENT AND SELECTION

The recruitment and selection of persons to be hired as adult school crossing guards is the responsibility of the police department. Selection of crossing guards should be based on the following criteria:

**CHARACTER** Character references should be obtained on every individual who is being considered for employment. Some police departments also may conduct a background investigation. It is essential for adult crossing guards to have excellent character and background.

**PHYSICAL FITNESS** Physical examinations should give particular attention to the important areas of vision, hearing and reflexes. These are vital for adequate performance of duties.

**DEPENDABILITY** Areas deemed hazardous enough to warrant adult crossing guards require continuous supervision. It is paramount that crossing guards be reliable for prompt, consistent, courteous and efficient service.

**AVAILABILITY** When possible, adult school crossing guards should live within walking distance of the post where they are assigned. This not only assures their availability and accessibility at all times, it also reduces transportation factors.

## COURSE OF INSTRUCTION

Michigan law requires adult school crossing guards to have a minimum of four hours instruction prior to assuming duties. It is also mandatory that an additional two hours of instruction be given annually before the beginning of each school year.

Courses of instruction must be approved by the Michigan Department of Education and the Department of State Police and must be conducted by the local law enforcement agency or its designee. The suggested training program outlined in this manual has been approved by these responsible state agencies.

### **CLASSROOM INSTRUCTION**

Outlined below is the suggested approach for the classroom phase. Adequate time is needed for field training with a suggested new guard program of 3 hours classroom and 1 hour field training. Annual updating may include 1 1/2 hours classroom and 1/2 hour field training. Field training is defined as supervised practice in a real or simulated school crossing environment.

### CLASSROOM INSTRUCTION TOPICS

- Understanding the vehicle/pedestrian/bicycle crash problem associated with school children. Information should be presented about the why, when and how of student pedestrian and bicycle crashes. Traffic crash statistics from the Office of Highway Safety Planning's website <http://www.michigantrafficcrashfacts.org/> can provide the awareness of student traffic crash involvement.
- Warrants for use of adult crossing guards Guards should understand the general criteria (warrants) used to determine the need for their assistance. They should further understand the specific dangers and problems at their assigned crossings.

- **Police Department Orientation** Adult crossing guards should understand the organization of the supervising police department and its position in the community. Name of immediate supervisor and proper procedures for communication are important elements.
- **Extent of responsibilities of adult guards** The responsibilities of crossing guards should be clearly defined so that all guards completely understand what they can or cannot do and what is expected of them. It is important to stress that adult guards are on duty to create gaps and to help students cross the street safely. They are not to direct motor vehicle traffic.
- **Working with traffic control devices** Crossing guards should understand the principles behind the use of traffic control devices, such as signs, signals and pavement markings. While guards should not be expected to become experts in traffic enforcement or engineering, a basic understanding will assist in their duties.
- **Working with AAA School Safety Patrols™** It is strongly recommended that adult crossing guards work with the AAA School Safety Patrol™. School crossings controlled by an adult guard/safety patrol team can provide maximum crossing protection by allowing the adult to concentrate on the traffic while students wait with patrols in a safe location. Guards must understand that the role of school safety patrol is to instruct, direct and control the members of the student body in crossing the streets. They should not be charged with the responsibility of directing vehicular traffic. Because safety patrol members are supervised by the school, it is necessary for a cooperative effort among the police department, the adult guard and the school safety patrol supervisor.
- **Personal conduct** A positive, professional adult/student relationship is necessary to maintain a safe crossing. In addition to being on time and having a neat appearance, it is important to stress other considerations. These include no smoking, eating or drinking while on duty, as well as any other actions which could be criticized by the public or detract from the performance of duties.

- **Knowledge of local traffic regulations** Adult crossing guards should be familiar with local traffic regulations. Knowledge of laws involving driver and pedestrian responsibilities in relation to school crossings, parking and yielding rights-of-way, are particularly critical.
- **Situational Awareness** Adult crossing guards should be vigilant to the presence of people and vehicles traveling through the neighborhoods where they are on duty. By keeping a notebook and pen handy, they can easily record the description of people and vehicles that they feel might be out of place and may pose a possible threat to the children and others.
- **Emergency procedures** Adult crossing guards must be prepared for emergency situations. If an emergency occurs, the guard must first ensure the safety of the students. Guards should know the appropriate phone numbers for requesting emergency help. A prepared procedure, telephone card and/or cellular phone may prove helpful.
- **First aid instruction** A person trained in first aid techniques should be requested to provide this phase of classroom instruction. It should be kept simple and include at least the following:
  - a. Caution against moving injured victims while protecting them
  - b. Control of bleeding
  - c. Shock prevention

### IN-THE-FIELD TRAINING

Helping students to safely cross the street by creating gaps in traffic is the major function of an adult crossing guard. Therefore, proper instruction is extremely important.

An adult crossing guard's actions must be precise, firm and clear so that both pedestrians and drivers will know what is required of them. All crossing guards must be given supervised field training on uniform procedures before assignment to permanent duty.

A. CREATING A GAP

A-1 Initial position

On curb facing traffic, same side as students.



Special situations may require the guard to operate from the opposite side of the street.

B. STOPPING TRAFFIC

B-1 Guard enters roadway, stops the immediate first threat, continues to stop all traffic, one lane at a time.



B-2 Guard holds stop sign in upright position to stop the immediate threat.



B-3 Guard holds stop sign in motorist's line of vision.



B-4 Guard extends hand-held stop sign above head so it is visible to motorists.



## C. CROSSING STUDENTS

- C-1 All lanes of traffic stopped as guard moves into final position, facing most immediate vehicular threat to students (usually turning motorists).

From this position, guard signals the AAA safety patroller to release students to cross, using the spoken command "WALK."



- C-2 While controlling traffic, the students should cross **BEHIND THE GUARD.**

It is imperative that the crossing guard remain in position until the last student has crossed. The guard must always be prepared to move quickly.



- C-3 After a guard has allowed several students to cross and realizes that traffic will be delayed an unreasonable amount of time, the guard tells the safety patroller to stop the students from crossing.



D. RELEASING TRAFFIC

- D-1 After the last student has reached the far side of the street, guard keeps the stop sign upright until he/she reaches the initial position of the curb.



- D-2 Once back on the curb, the guard should lower the stop sign to his/her side.

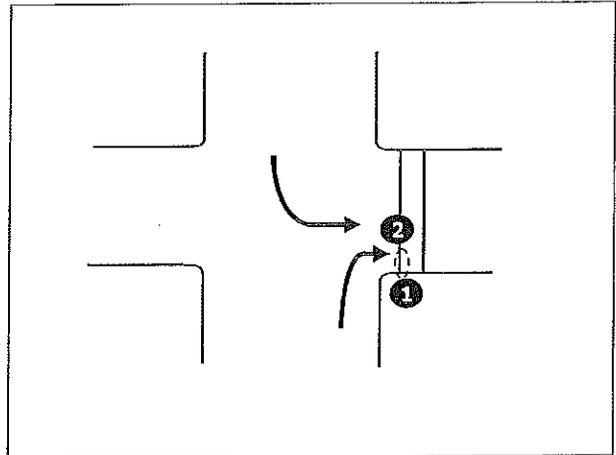
Note: Do not attempt to release traffic by waving to motorists.



E. SPECIAL CROSSINGS

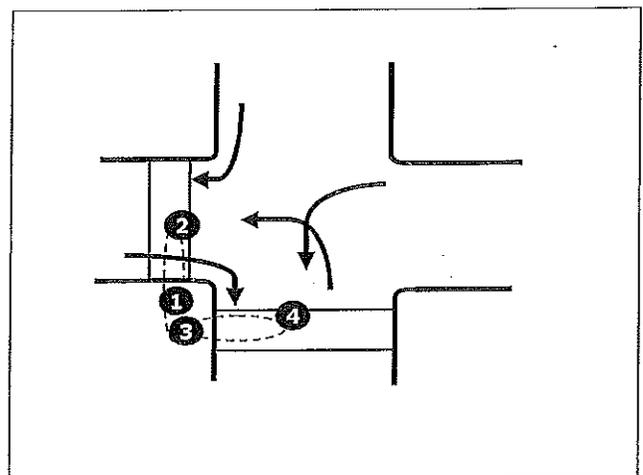
E-1 Controlling turns at signalized intersections.

The guard's initial position should be on the side where turning movements occur. Crossings should then be coordinated with the signal and the aid of AAA safety patrol members. This procedure is most desirable with a multi-lane road and heavy turning movements. Attention must be paid to motorists turning "right-on-red."



E-2 Controlling two legs of a signalized intersection.

The guard's initial position should be on the corner from which both crossings can be worked. Crossing should then be coordinated with the signal and the aid of safety patrol members.



F. REMEMBER TO EMPHASIZE

F-1 To stop traffic, extend hand-held stop sign above the head so it is visible to motorists.



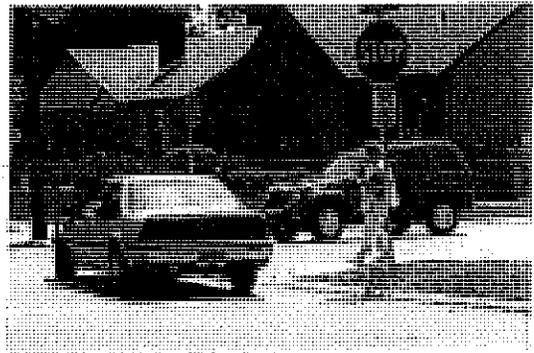
F-2 To release traffic, return to the curb, keeping stop sign in motorists view. When reaching a curb, lower the sign to the side. Never wave arms to direct motorists or students.



## G. VEHICLE IDENTIFICATION

Adult School Crossing Guards have an opportunity to contribute to the safety of children that can go beyond their primary task of getting them safely from one side of the street to the other.

G-1 Adult guards must constantly be vigilant to the presence of people and vehicles traveling through the neighborhood that seem out of the ordinary. A school crossing guard is in a unique position to note and remember persons and vehicles that are part of the daily routine near your crossing location. By keeping a notebook and pen handy the guard can easily record the description of people and vehicles that they feel might be out of place and may pose a possible threat to children and others.



G-2 Adult School Crossing Guards should report observations to the appropriate law enforcement authority. There will probably be a reasonable explanation for the presence of these strangers, but when it comes to our children's welfare, better to be safe than sorry!



## DETERMINING PLACEMENT OF GUARDS

Proper placement of adult school crossing guards is critical in their contribution to the safe route to school. A comprehensive engineering study must be conducted to determine if and where a guard is needed.

Reducing exposure to traffic hazards is possible by proper selection of safe walking routes. Route selection should be reviewed annually to determine the proper location of adult guards, school safety patrols and traffic controls.

### SCHOOL CROSSING SURVEY

School crossing protection is a very sensitive topic. Well-meaning parents frequently demand greater protection measures than are needed; this can be counter-productive. One way to avoid serious complaints is to develop a uniform procedure of study and analysis. This should result in the best type of traffic controls for meeting the particular crossing needs. The following basic assumptions must be considered:

1. Students tend to become impatient when delays are excessive due to unsafe crossing conditions. This may result in their attempting to cross the street during an unsafe gap.
2. Some form of traffic control is essential when the number of adequate safe gaps is less frequent than one per minute.
3. Generally, students will not walk out of their way to avoid traffic hazards.

Adult crossing guards are an important segment of a school crossing protection program. They are not a community public relations gimmick. As is true for all traffic control measures, certain warrants must be met before adult guards are employed.

## PROCEDURE

The analyst should sit in an unmarked car and observe all pedestrian and vehicular activity without disrupting the normal daily traffic patterns. All students crossing must be counted, even those jaywalking or crossing at a location other than the designated crossing.

The engineering study should be conducted during the entire period that students are crossing the street(s). The length of time can be determined only by observing each individual location. Generally, students arrive at school over a period of about one-half hour prior to the starting time. The afternoon dismissal crossing period is often shorter and immediately follows school dismissal time. It is recommended that all data be recorded in five-minute intervals. This will allow the analyst to differentiate the peak activity period from the times of lesser traffic.

It is important to realize that all of the following engineering studies do not have to be completed in full. Your judgment at each individual crossing will determine which study(s) will be necessary. All items should be considered and mentioned in your final report. A gap study should be conducted at all crossings when determining the placement of a guard.

## EQUIPMENT

Equipment to conduct an accurate, comprehensive study might include:

- An intersectional traffic counting device to record all right, left or straight through vehicular movements. After these movements are counted, they can be transferred on to a Graphic Summary Sheet (Appendix A).
- A stopwatch
- A measuring device (tape or wheel) to obtain measurements from which a condition diagram of the crossing can be drawn to scale. It should include street width, location of crosswalks, sidewalks, traffic controls, parking controls, site restrictions, etc. These measurements and the subsequent drawing cannot be done during the crossing study, but rather during an off-peak traffic volume time. Measurements should also be taken of the sight distance of students standing on the corner waiting to cross the street. The

distance should be measured from the waiting position of the students toward the direction of all approaching vehicles.

All data must be compiled neatly and accurately. No attempt should be made to summarize study data, add columns of numbers or arrive at any conclusions while observing traffic movements. Notes of any unusual events or items of concern should be made for future reference. After the data has been tallied and cross-checked, it can be transferred onto a Graphic Summary Sheet.

### ENGINEERING INFORMATION

Criteria to be used in evaluating the need for student crossing protection.

#### 1. GAP STUDIES

This study is used to determine the number and length of safe crossing opportunities available at a student crossing. The minimum safe crossing time for one student, the gap, is calculated by using the following formula:

$$G = \frac{W}{4} + 3$$

G = Minimum safe crossing gap (seconds)

W = Width of street to be crossing (feet)

4 = Average walking speed of students (feet per second)

3 = Perception and reaction time (3 seconds)

Example: The minimum gap required for one student to safely cross a 40-foot wide street is 13 seconds.

$$G = \frac{40}{4} + 3 = 13 \text{ seconds}$$

The street width measurement must be taken before the gap study is begun so that all gaps less than the minimum can be ignored and not counted as a safe acceptable gap.

A Gap Study Form (Appendix B) should be used to record the vehicles, gaps and students during the gap study. When the officer observes a potential gap in traffic, the stopwatch should be activated at the

beginning of this gap. When the next vehicle arrives at the crosswalk, the stopwatch must be stopped. If the elapsed time is less than the minimum safe crossing time, this particular gap can be ignored. The watch must then be returned to zero in anticipation of the next gap. However, if the gap is larger than the minimum, this length of time must be recorded as shown by the number 17 in Figure 1.

If 4 students have crossed during this 17-second gap, this number must also be recorded as shown by the number 4 in Figure 1. The number of vehicles between safe gaps can be counted and entered on the form. This procedure must be continued for the entire length of the study; 5-minute intervals is recommended and recorded along the left column as shown.

When reviewing this data, it must be remembered that the minimum gap time was established for only one student crossing. However, it is likely that during several gaps more than one student crossed. Therefore, an adjustment must be made in the gap formula to take into account the amount of additional time required for these additional students to cross. This time has been determined to be 2-seconds for each additional 5 students. This can be simply calculated by determining the total number of students crossing during a particular gap. Subtract 1 for the first student, divide this total by 5 students and multiply by 2-seconds. This can be represented by:

$$\frac{N - 1}{5} \times 2$$

Therefore, when calculating the minimum safe crossing time for a group of students, the formula is expressed as follows:

$$G = \frac{W}{4} + 3 + \frac{N - 1}{5} \times 2$$

G = Minimum safe crossing time in seconds

W = Width of the street to be crossed in feet

4 = Average walking speed of students per second

3 = Perception and reaction time (3-seconds)

N = Total number of students crossing during a gap

1 = First student

5 = Group of five students

2 = 2 seconds of additional time (for each additional 5 students)

distance should be measured from the waiting position of the students toward the direction of all approaching vehicles.

All data must be compiled neatly and accurately. No attempt should be made to summarize study data, add columns of numbers or arrive at any conclusions while observing traffic movements. Notes of any unusual events or items of concern should be made for future reference. After the data has been tallied and cross-checked, it can be transferred onto a Graphic Summary Sheet.

### ENGINEERING INFORMATION

Criteria to be used in evaluating the need for student crossing protection.

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The gaps, students and vehicles are recorded on the survey form in spaces provided so the sequence of gaps, vehicles and students in each five-minute period is easily understood.

One adequate safe gap for each minute of study has proven to be a sufficient number of safe gaps for a safe crossing.

### GAP STUDY FORM

Figure 1

| Five Minute Period Ending | Street Width _____ Feet   |                                    |                                   |                                   |                                    | Five Minute Totals                 |             |                 |    |
|---------------------------|---|------------------------------------|-----------------------------------|-----------------------------------|------------------------------------|------------------------------------|-------------|-----------------|----|
|                           | Minimum Safe Gap Time = $\frac{W}{4} + 3 = \frac{\quad}{4} + 3 = \quad$ |                                    |                                   |                                   |                                    |                                    |             |                 |    |
|                           |   |                                    |                                   |                                   |                                    | No. of Vehicles                    | No. of Gaps | No. of Students |    |
| 8:00                      | Vehicles<br>Gap (SECS)<br>Students                                      | <u>3</u><br><u>17</u><br><u>4</u>  | <u>7</u><br><u>19</u><br><u>1</u> | <u>3</u><br><u>15</u><br><u>2</u> | <u>5</u><br><u>18</u><br><u>1</u>  | <u>6</u><br><u>21</u><br><u>6</u>  | 24          | 5               | 14 |
| 8:05                      | Vehicles<br>Gap (SECS)<br>Students                                      | <u>2</u><br><u>15</u><br><u>1</u>  | <u>5</u><br><u>17</u><br><u>3</u> | <u>6</u><br><u>22</u><br><u>2</u> | <u>1</u><br><u>19</u><br><u>4</u>  | <u>3</u><br><u>26</u><br><u>6</u>  |             |                 |    |
|                           | Vehicles<br>Gap (SECS)<br>Students                                      | <u>4</u><br><u>15</u><br><u>7</u>  | <u>7</u><br><u>17</u><br><u>1</u> | <u>3</u><br><u>23</u><br><u>2</u> | _____                              | _____                              | 31          | 8               | 26 |
| 8:10                      | Vehicles<br>Gap (SECS)<br>Students                                      | <u>3</u><br><u>12</u><br><u>1</u>  | <u>4</u><br><u>15</u><br><u>0</u> | <u>7</u><br><u>12</u><br><u>2</u> | <u>10</u><br><u>21</u><br><u>1</u> | <u>13</u><br><u>18</u><br><u>0</u> |             |                 |    |
|                           | Vehicles<br>Gap (SECS)<br>Students                                      | <u>17</u><br><u>13</u><br><u>0</u> | <u>4</u><br><u>16</u><br><u>0</u> | _____                             | _____                              | _____                              | 58          | 7               | 4  |
| 8:15                      | Vehicles<br>Gap (SECS)<br>Students                                      | _____                              | _____                             | _____                             | _____                              | _____                              |             |                 |    |
|                           | Vehicles<br>Gap (SECS)<br>Students                                      | _____                              | _____                             | _____                             | _____                              | _____                              | 113         | 20              | 44 |
|                           | _____   | TOTAL FOR 15 MINUTES               |                                   |                                   |                                    |                                    |             |                 |    |

## **SIGHT DISTANCES**

The line of sight should be measured from the student's eye height on the corner toward the direction of all approaching drivers.

It is important that motorists be able to see students standing on the roadside before they enter the street. As a guideline, this distance should be greater than 5 times the speed approaching vehicles. For example, if the speed limit is 40 mph, the sight distance should be 5 times that number, which would be 200 feet. This is a minimum distance at which drivers and pedestrians can see and be able to avoid each other. This speed may not be the same as the posted speed limit. To determine the compliance of motorists with the posted speed limit, it may be necessary to conduct a speed study and review the posted limit.

## **DETERMINING VEHICULAR TRAFFIC VOLUMES**

The officer should park an unmarked car in the best vantage point to see all the vehicular and pedestrian movements which cross at the crosswalk. He then counts the left and right turns and straight through movements across the crosswalk indicating them on the Traffic Volume Summary Form (Appendix C). An intersection traffic counting device is necessary to record all vehicular traffic in the area. Data can be gathered on this counter, then transferred to a Traffic Volume Summary Form periodically, (15-minute intervals is recommended). This information is later transferred to a Graphic Summary Sheet.

## **PEDESTRIAN TRAFFIC VOLUMES**

The total pedestrian volume can be easily determined by adding the total number of students counted during the gap study. This total and the direction of crossing can be added to the vehicle movement graphic summary. At this point, the graphic summary will indicate the total vehicles and pedestrians and the direction of each during the entire study. It presents a complete picture of the traffic activity during the crossing period.

### AGES AND GRADES OF STUDENTS

Consideration should be given to the ages and grades of students that use the particular crossing. For example, students in the primary grades (K-3) are in a greater need of assistance when crossing streets than high school students. Crossing guards and safety patrols are excellent aids for elementary students, however, neither should be used with high school students. Therefore, depending on the results of the entire study, student crossing protection can be determined.

### VEHICULAR SPEEDS

The speeds of vehicles approaching the crossing is something that must be taken into consideration. It is obvious that faster vehicles require a greater stopping distance, but it must be remembered that the minimum crossing time or gap student is not affected by the speed of approaching vehicles. The point of concern is that younger students have a more difficult time judging the speed of approaching vehicles and may be tempted to cross during the unsafe gap.

### DAY/NIGHT CONDITIONS

Consideration should also be given to the time of day and light conditions under which the students will be crossing. These light conditions change gradually during the school year and suddenly when daylight savings time begins and ends. It also varies considerably throughout Michigan. It is possible that students may be crossing during the dark in the morning on their way to school but will be dismissed from school at mid-afternoon during a period of maximum light.

### TRUCK TRAFFIC

At some school crossings, consideration should be given to the amount of truck traffic. These vehicles may cause additional problems by:

- requiring a larger turning radius at corners
- restricting sight distance while moving or parked
- requiring a greater length of time to accelerate and decelerate
- truck drivers have a greater difficulty seeing students who are very close to their vehicle.

## EXISTING TRAFFIC CONTROLS

The presence of traffic signals, signs and pavement markings has a considerable effect on both vehicles and pedestrians. These should be included on the condition diagram. It also may be necessary to determine if the proper controls have been placed along the roads and at the crossing that students will be using. Sometimes the wrong control is worse than no control.

- Traffic signals should be installed only when they are warranted according to the MMUTCD. Traffic signals create gaps in traffic to allow students to cross the street, but they also require many motorists to stop, possibly creating a rear-end crash problem which can endanger students.
- Stop signs also require motorists to stop allowing students to cross. However, most motorists approach the stop sign when there are no students present. As with traffic signals, intersections with stop signs many times exhibit similar rear-end crash problems.
- Yield signs should be used to assign right-of-way for motorists and should not be used as a pedestrian safety measure.
- No controls at an intersection may be the safest control if there are a sufficient number of safe gaps, and motorists and pedestrians can see each other.
- School Advance signs should be installed in advance of the school.
- School Crossing signs should be placed at the crossing.
- School Advance and Crossing signs must have either a yellow or fluorescent yellow green background.
- Crosswalks need to be painted at the major school crossings.
- Speed limits are an educational and enforcement tool and therefore should be realistically set. Studies have shown that motorists drive at a speed that they believe is "safe and prudent" despite what speed limits are posted. Special reduced speed limits installed for school areas have proven to be quite ineffective in reducing motorists' speeds. Usually speeds are not a real problem only a perceived one.

A designated school crossing shall consist of the following:

- Advance school signs should be located between 150 and 700 feet in advance of the crossing.
- School Crossing signs should be located as close as possible, but in advance of the crossing. It is not necessary to post this sign where there are Stop signs, yield signs or traffic signals.
- Crosswalks should be painted on the pavement. Refer to the MMUTCD for different paint schemes to be used.
- If a traffic signal is installed at a school crossing, pedestrian signals (Walk/Don't Walk) must also be installed.
- Additional pedestrian protection may be provided by school safety patrollers and adult crossing guards. The safety patrol may operate without an adult guard, however, the adult guard should not operate without a safety patroller.

#### **TRAFFIC CRASH EXPERIENCE**

Traffic crash records should be reviewed to determine the history of crashes. The extent of the review will be determined primarily by the type of accidents and time-of-day.

#### **SPECIFIC CONDITIONS**

In addition to all of the items listed above, consideration should also be given to such items as: street alignment, hills, curves, sidewalks and paths, road construction, maintenance, etc. Often there is discussion about whether it would be better to use traffic control signals at crossings in place of adult crossing guards. MMUTCD indicates the following:

"In connection with traffic control signals installed for school crossings, it should be understood that a traffic signal is not the only remedy nor is it necessarily the correct solution to the perplexing problem of traffic conflicts between vehicles and school children. Brief periods during which the hazards are unusually high are often better handled by officer control or adult crossing guards.

In some circumstances, the pupils' responses to traffic control indications are so inadequate that the signal can become a contributory factor in increasing rather than decreasing crashes. The response to officer control or adult crossing guards is usually less uncertain."

Ordinarily, traffic control signs should not be installed at school crossings, where safety patrols or adult guards can be used effectively, where students can be directed to cross at locations which are already controlled by traffic control signals or where pedestrian refuge islands provide adequate protection.

The considerations listed above are used in all parts of the country. They may need to be adjusted to meet your particular local problem but could serve as a guideline for use in determining your crossing protection.

The data gathered in these studies should be analyzed thoroughly and reviewed to determine accuracy. It may be necessary to check with the engineering drawing or the appropriate road agency to determine the accuracy of measurements. The road agency or local law enforcement agency may also be able to provide daily traffic volume counts and vehicular crash experience in the vicinity of the crossings. The analysis of all this information does not lead to an absolute answer as to the feasibility of placing an adult crossing guard at any crossing; it is meant to be only a guideline.

## SUMMARY

The gap study indicates the number of minimum safe crossing times and length of each during the study. Guidelines have been established that adult crossing guard may not be necessary if there is at least one safe gap per minute of study. Therefore, if the students are crossing over a period of 12-minutes, there should be least 12 safe opportunities for them to cross the street. If there are not, an adult crossing guard may be necessary.

Where sight distances are less than the guidelines of 5 times the speed limit, consideration may also be given to the placement of an adult crossing guard. If there is a large pedestrian movement and students are in the primary grades, an adult crossing guard may be necessary; however, few older students may not need the added protection.

These are suggested guidelines and offer a positive outlook and substantial insight into analyzing the crossing. The studies and analysis should be made at every crossing with priority given to the higher traffic or pedestrian volumes, high traffic crash location, and locations where adult guards exist. Studies should be reviewed annually and conducted again when a change in traffic patterns, road geometrics, or traffic controls takes place. It may also be necessary to review the data during the school year.

Questions can be directed to AAA Michigan, Community Safety Services at [communitysafety@aaamichigan.com](mailto:communitysafety@aaamichigan.com) or 1-800-646-4222.

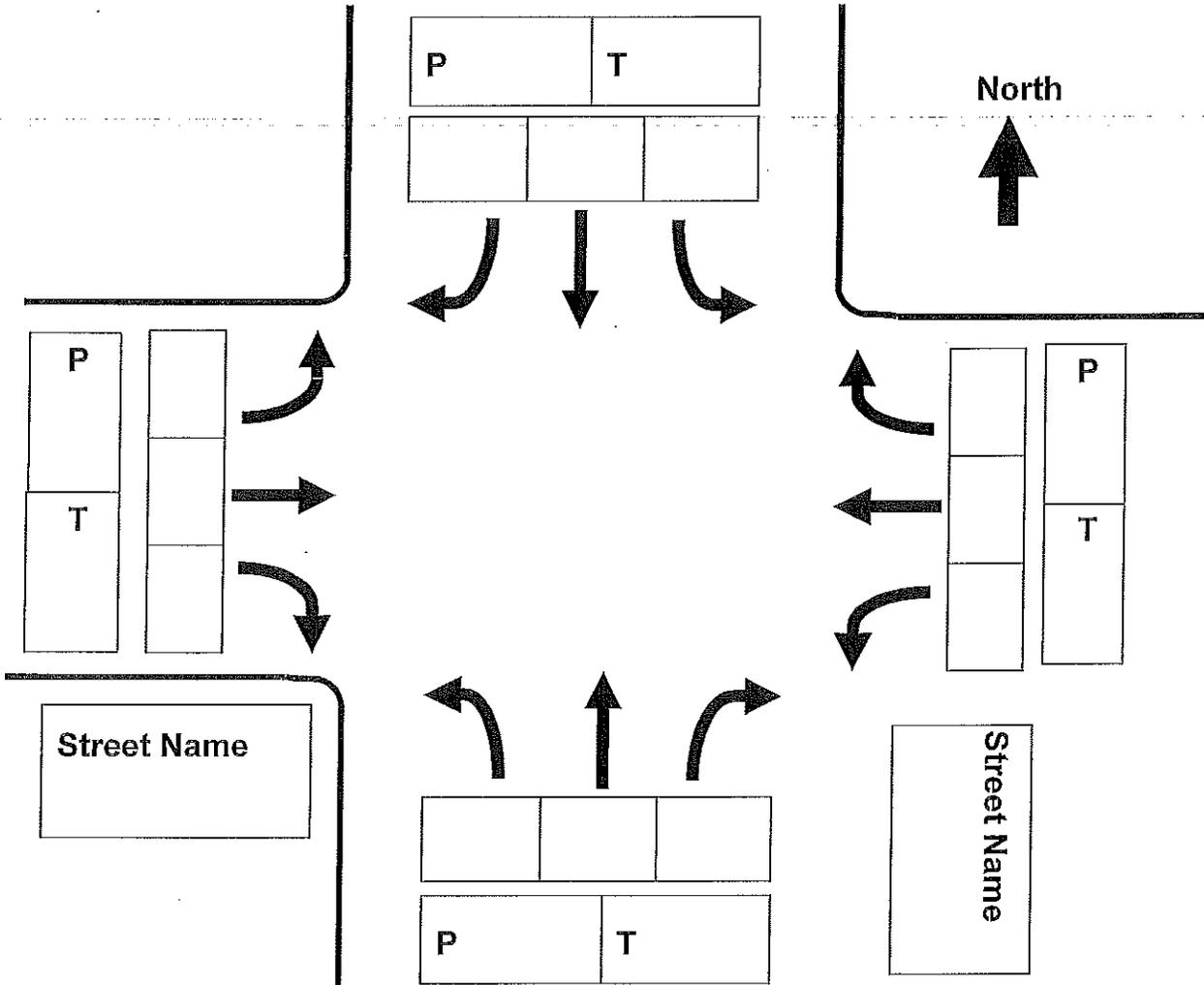


Date \_\_\_\_\_ Time \_\_\_\_\_ to \_\_\_\_\_

Intersection \_\_\_\_\_

Weather \_\_\_\_\_

Observer \_\_\_\_\_





Gap Study Form

Name: \_\_\_\_\_ Agency: \_\_\_\_\_

School: \_\_\_\_\_ City: \_\_\_\_\_

Intersection: \_\_\_\_\_

Date: \_\_\_\_\_ Day: \_\_\_\_\_ Weather: \_\_\_\_\_

| Five Minute Period Ending | Street Width _____ Feet   |                         | Five Minute Totals |             |                 |
|---------------------------|---|-------------------------|--------------------|-------------|-----------------|
|                           | Minimum Safe Gap Time = $\frac{W}{4} + 3 = \frac{\quad}{4} + 3 =$ |                         | No. of Vehicles    | No. of Gaps | No. of Students |
|                           | Vehicles<br>Gap (SECS)<br>Students                                | _____<br>_____<br>_____ |                    |             |                 |
|                           | Vehicles<br>Gap (SECS)<br>Students                                | _____<br>_____<br>_____ |                    |             |                 |
|                           | Vehicles<br>Gap (SECS)<br>Students                                | _____<br>_____<br>_____ |                    |             |                 |
|                           | Vehicles<br>Gap (SECS)<br>Students                                | _____<br>_____<br>_____ |                    |             |                 |
|                           | Vehicles<br>Gap (SECS)<br>Students                                | _____<br>_____<br>_____ |                    |             |                 |
|                           | Vehicles<br>Gap (SECS)<br>Students                                | _____<br>_____<br>_____ |                    |             |                 |
|                           | Vehicles<br>Gap (SECS)<br>Students                                | _____<br>_____<br>_____ |                    |             |                 |
|                           | Vehicles<br>Gap (SECS)<br>Students                                | _____<br>_____<br>_____ |                    |             |                 |
|                           | Vehicles<br>Gap (SECS)<br>Students                                | _____<br>_____<br>_____ |                    |             |                 |
| Study Totals              |   |                         | Vehicles           | Cars        | Students        |



