

**DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, OCTOBER 14, 2013**

**A. CALL TO ORDER**

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

**B. ROLL CALL:** President Keough

J. Carson	P. Cousins
D. Fisher-ab	J. Knight
J. Semifero	R. Tell

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Carol Jones, Village Clerk; Dan Schlaff, Public Services Superintendent; Scott Maurer, Water and Sewer Department; Rhett Gronevelt, Orchard, Hiltz & McCliment; residents and media.

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting – September 23, 2013
2. Work Session – September 24, 2013

Motion Semifero; support Knight to approve the minutes of the Regular Council Meeting of September 23, 2013 and the Work Session of September 24, 2013 as presented.

Unanimous voice vote for approval with Trustee Fisher absent

**D. PREARRANGED PARTICIPATION**

None

**E. APPROVAL OF THE AGENDA**

Motion Tell; support Semifero to approve the agenda with the addition of two pieces of additional information under I-5, Village Manager Report and L-5, Wellness Center Next Steps.

Unanimous voice vote for approval with Trustee Fisher absent

**F. PUBLIC HEARINGS**

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

None

## G. NON-ARRANGED PARTICIPATION

Jean Cares of 5125 Farrell Road, Dexter and one of the owners of the Dexter Mill read a prepared statement about the proposed construction project of Central Street between Second and Third Streets and the impact that the Mill owners feel would be on their business with on street parking, access to the handicap ramp and the difficulty in moving vehicles through their lot. They stated that they have provided alternatives but feel that they have not been heard and gave many reasons against the proposed changes of Central Street in the project.

Robert Murphy of 3713 Bristol Drive, Dexter thanked the trustees, Village President, and Village administration for the dedication of 5B in Dexter Crossings and asked when to expect the dedication of 6, 7 and 8.

## H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar

## I. REPORTS

1. Interim Community Development Manager Laura Kreps – Written Report  
Ms. Kreps submits her report per packet.
2. Public Services Superintendent – Dan Schlaff

Mr. Schlaff submits his report per packet. Mr. Schlaff gave the following updates:

- Crack sealing is complete and leaf pick-up will begin this week.
- Sludge Project - have the lid in place on the secondary digester.
- Well #3 is back in service
- 5th Well – did the first test on Friday to run the system on pressure as this is important when the tower comes down for maintenance. Also looking to upgrade to allow the system to run on pressure from the filtration plant for the maintenance project.
- Answered the question as to where work orders come from – they are generated from the asset management plan and/or employees.

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

None

4. Subcommittee Reports -None
  - Economic Preparedness
  - Facilities
  - Roads
  - Utility – Update from September 25, 2013 Meeting**

President Keough gave an update on the September 25<sup>th</sup> meeting in that it was an informational meeting with Dexter United Methodist Church

Website

Trustee Fisher entered the meeting at 7:40 PM

#### 5. Village Manager Report

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

- Sludge Project – huge accomplishment of the placement of the lid at the project. Rhett Gronewelt will give an update on the project at the next Council meeting.
- Concord has made repairs on a sewer back-up as a result of road reconstruction on Central Street.
- Will be meeting with the Dexter Mill owners on October 15 at 3 PM regarding the 2014 Central Street Project.
- Was caught off guard with a request for a crossing guard as one of the 5H Interventions. The crossing guard would need to be approved through the procedure outlined in engineering standards.
- A picture was provided in the packet about repairs needed on Huron Street and will be included in a future agenda.
- River Terrace Trail needs more discussion and may cost the Village additional money.

#### 6. President's Report

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

- On the Consent Agenda have a recommendation for the appointment of Cristen Rinderknecht to the Arts, Culture & Heritage Committee and Patrick Becker to the Downtown Development Authority. Still have a couple of applications to review for appointments to the Arts, Culture & Heritage Committee.
- The Regional Fire Committee met last Wednesday (October 9) and plan to have a group meeting of all four boards at Webster Township Hall on October 30.
- Dexter Wellness Center – have had two meetings with Steve Brouwer and his partners. In regards to their proposal regarding the TIF capture, have asked the Village Attorney to review the proposal and have shared this with the county to discuss making changes in the Brownfield agreement.

### **J. CONSENT AGENDA**

1. Consideration of: Bills and Payroll in the amount of \$297,677.40
2. Consideration of: Appointment of Cristen Rinderknecht to the Arts, Culture

& Heritage Committee with a term ending June 2014

3. Consideration of: Appointment of Patrick Becker to the Downtown Development Authority with a term ending June 2015
4. Consideration of: Street Closures for Holiday Hustle on Saturday, December 7, 2013 including Central Street from Main to 5<sup>th</sup> from noon to 7:00 p.m., 5<sup>th</sup> Street from Dover to Broad from 4:00 p.m. to 5:00 p.m. and streets long the route temporarily as the race passes from 4:00 p.m. to 5:30 p.m.
5. Consideration of: Set Trick or Treat hours – Thursday, October 31, 2013 from 5:30 p.m. – 7:30 p.m.

Motion Fisher; support Carson to approve items 1, 2, 3, 4 and 5 of the Consent Agenda.

Unanimous voice vote for approval

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

1. Discussion of: Cityhood Next Steps

Ms. Nicholls spoke about contacting the Charter Commission candidates for Village newsletter and what other information will be included in the newsletter. Joe Schultz, Dexter Chamber President, reported that the Chamber will be hosting a candidates meeting on November 3 at 2 PM at the Dexter Library.

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

1. Consideration of: Approval to Submit Mini-Grant Application to the Michigan Council for Arts & Cultural Affairs/Arts Alliance for up to \$4,000

Motion Cousins; support Knight to submit the Mini-Grant Application for \$2000 for the Plein Air event and a \$2000 match of \$1000 in cash and \$1000 in salaries.

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

Nays: None

Motion carries

2. Discussion of: Position on a recommendation from Police Services Steering Committee for a 1.5% Increase in the Sheriff Contract for 2016 and 2017

The question was raised as to why the 1.5% increase and that Council needs more information on the new contract.

3. Discussion of: Main Street Parking Spaces Fix

Council expressed a concern as to what is causing the failures with the asphalt. Mr. Schlaff reported that they are talking with OHM to find out what is happening before the repairs are made and will be going back to Proline for the repairs.

4. Discussion of: Ann Arbor Street Light Pole Reconfiguration

Mr. Gronevelt gave a follow-up from the Work Session on the 2014 projects and provided costs for adding up to 12 poles to be consistent with what is currently in place.

5. Discussion of: Wellness Center Next Steps

On October 23 there will be a meeting of the Michigan Strategic Fund to provide public comment on the sale of bonds for the purchase of the Wellness Center and it was requested that the Village send a letter to this group to outline the concerns that we have regarding this sale. Mr. Cousins distributed an outline of revenue loss that would impact many-the Village, Scio Township, Washtenaw County, Dexter District Library, Dexter Schools, Washtenaw County Intermediate School District and Washtenaw Community College.

**M. COUNCIL COMMENTS**

Carson	None
Tell	None
Knight	None
Jones	Have ticket for sale for St. Andrew's Annual Sauerkraut Supper which will take place on October 17.
Semifero	None
Fisher	None
Cousins	Spoke about the Mill Lake project take on by Michigan Tourism Cares and tourism individuals to begin repairs on the cabins at Mill Lake and prepare to be opened in 2014. Over 100 people came together to donate time and accomplished more than seven weeks of work in one day.

**N. NON-ARRANGED PARTICIPATION**

None

**O. CLOSED SESSION FOR THE PURPOSE OF DISCUSSING LABOR NEGOTIATIONS IN ACCORDANCE WITH MCL 15.268**

Motion Fisher; support Carson to move into closed session for the purpose of discussing labor negotiations in accordance with MCL 15.268 at 8:55 PM.

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

Nays: None

Motion carries

Motion Knight; support Tell to leave closed session at 9:34 PM.

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

Nays: None

Motion carries

**P. ADJOURNMENT**

Motion Carson; support Knight to adjourn at 9:35 PM

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

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

DEXTER VILLAGE COUNCIL  
WORK SESSION  
MONDAY, OCTOBER 14, 2013

AGENDA 10-28-13  
ITEM C-2

**A. CALL TO ORDER**

The meeting was called to order at 6:05 PM by President Keough in the Dexter Senior Center at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

**B. ROLL CALL:** President Keough

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

Also attending: Village Manager, Donna Dettling; Assistant Village Manager, Courtney Nicholls; Dan Schlaff, Public Services Superintendent

**C. DISCUSSION OF OFFICE STAFFING LEVEL**

1. Reviewed how the duties of the Community Development Manager (CDM) would be temporarily shifted and covered by current employees and contracted staff during the transition period.
2. Discussed the challenges of incorporating technical duties into a job description that was already packed full. Staff reassessed need to fill the CDM position with a few minor changes to the job description and determined that the immediate gap is a full-time administrative staff person to complete the duties in zoning, development and commission liaison.
3. Next step is to prepare a job posting and start the hiring process.

**D. ADJOURNMENT**

Adjourned at 7:15 PM

This is a Special Council work session; action will NOT be taken.

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

Respectfully submitted,

Donna Dettling  
Manager, Village of Dexter

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



# 2013 Meeting Calendar

Board	Date	Time	Location	Website	Village Representative
Huron River Watershed Council	10/24/2013	5:30 p.m.	1100 N. Main, Suite 210, Ann Arbor	<a href="http://www.hrwc.org/">http://www.hrwc.org/</a>	Paul Cousins
Southeast Michigan Council of Governments	10/24/2013	4:30 p.m.	Polish Cultural Center, Troy	<a href="http://www.semcog.org">http://www.semcog.org</a>	Shawn Keough
Dexter Village Council	10/28/2013	7:30 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
Scio Township Planning	10/28/2013	7:30 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	Shawn Keough
Regional Fire Consolidation	10/30/2013	7:00 p.m.	Webster Township Hall	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
Dexter Community Schools Board of Education	11/4/2013	7:00 p.m.	Creekside Intermediate School	<a href="http://dexterschools.org/">http://dexterschools.org/</a>	
Dexter District Library Board	11/4/2013	7:00 p.m.	Dexter District Library	<a href="http://www.dexter.lib.mi.us/">http://www.dexter.lib.mi.us/</a>	Pat Cousins
Dexter Village Planning Commission	11/4/2013	7:30 p.m.	Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Joe Semifero
Dexter Village Arts, Culture & Heritage Committee	11/5/2013	7:00 p.m.	TBD	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Paul Cousins
Washtenaw Area Transportation Study-Technical	11/6/2013	9:30 a.m.	Road Commission Offices	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Rhett Gronevelt
Washtenaw County Board of Commissioners	11/6/2013	6:45 p.m.	Board Room, Admin Building	<a href="http://www.evashtenaw.org/">http://www.evashtenaw.org/</a>	
Dexter Area Historical Society Board	11/7/2013	7:30 p.m.	Dexter Area Historical Museum	<a href="http://www.dextermuseum.org/">http://www.dextermuseum.org/</a>	
Gateway Initiative (Big 400)	11/8/2013	9:30 a.m.	Waterloo Recreation Area		Paul Cousins, Carol Jones
Dexter Village Council	11/11/2013	7:30 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
Scio Township Planning	11/11/2013	7:30 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	
5H - Dexter Coalition	11/12/2013	5:30 p.m.	Copeland Board Room		Paul Cousins, Donna Detling
Scio Township Board	11/12/2013	7:00 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	
Dexter Area Chamber of Commerce	11/13/2013	8:15 a.m.	Copeland Board Room	<a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>	Julie Knight
Regional Fire Consolidation	11/13/2013	8:30 a.m.	Scio Township Hall		Shawn Keough

AGENDA 10-29-13  
11 PM  
M-F

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



2013 Temporary Sign Requests

AGENDA 10-28-13  
ITEM H-2

Month	Name of Group	Dates	Number Approved	Approval Date	Locations	Name of Group	Dates	Number Approved	Approval Date	Locations
January	Friends of the Library - Book Sale	1/3-1/5	5 - 18" x 24"	12/5/2012	1, 4, 16, 19, 20	St. Joseph - Flea Market	6/27-7/13	4 - 18" x 24" 4' x 4'	3/14/2013	1, 4, 5, 38, 44
	St. Andrew's - Blood Drive	1/3-1/7	2 - 28" x 22"	1/3/2013	8 (2)	St. Joseph - Parish Festival	7/6-7/22	4' x 4'	3/14/2013	1, 2, 4, 5, 10
	K of C - Quarter Mania	1/9-1/24	5 - 18" x 24"	1/8/2013	1, 2, 4, 5, 10	St. Andrew's Red Cross Blood Drive	7/6-7/22	2 - 28" X 22	7/8/2013	8, 22
	Mill Creek Middle - Blood Drive	1/17-1/24	2 - 18" x 24"	1/16/2013	21 (2)	SH-Dexter Wellness Coalition	7/13 - 7/29	5-18" X 24"	7/8/2013	1, 2, 4, 5, 44
February	K of C - Rummage Sale	1/24-2/9	5 - 18" x 24"	1/8/2013	1, 2, 4, 5, 10	Dexter Community Players "Big The Musical" theatre production	7/13 - 7/29	3-18X24 2-3X4	7/9/2013	1, 2, 4, 5, 44
	Friends of the Library - Book Sale	1/31-2/2	5 - 18" x 24"	12/5/2012	1, 4, 16, 19, 20	Dexter Touchdown Club	7/24-7/28	5 - 18 X 24	7/24/2013	1, 2, 4, 5, 44
	St. Andrew's - Monthly Dinner	2/4-2/7	1 - 36" x 24"	1/3/2013	8	St. James Episcopal	7/27-8/10	3 - 2' X 2'	8/24/2013	1, 4, 5
	High School Drama Club - Play	1/26-2/10	3 - 18" x 24"	1/11/2013	1, 2, 4, 5, 44	Dexter Youth Football League	7/24 - 8/7	5-18 X 24	7/24/2013	1, 2, 4, 5, 44
	Education Foundation - Auction	2/6-2/24	2 - 22" x 26"	1/29/2013	1, 2, 4, 5, 44	St. Andrew's-Ice Cream Social	7/19 - 8/2	5-18 X 24	7/12/2013	1, 2, 4, 5, 44
	Little League - Sign Ups	2/8-2/22	5 - 18" x 24"	1/17/2013	1, 4, 5, 44 (2)	Encore - Intermittent	7/11-8/16	1 - 36" x 24"	7/12/2013	1, 2, 4, 5, 44
March	Encore - Intermittent	2/7-3/3	1 - 36" x 24"	12/9/2012	15	Friends of the Library - Book Sale	8/8-8/10	5 - 18" X 24"	12/5/2012	1, 4, 16, 19, 20
	Friends of the Library - Book Sale	2/28-3/2	5 - 18" x 24"	12/5/2012	1, 4, 16, 19, 20	Dexter Youth Football League	7/19 - 8/2	5-18 X 24	7/24/2013	1, 2, 4, 5, 44
	Community Band - Concert	2/18-2/9	2 - 2' x 4'	2/16/2013	1, 3, 5	Plain Air Festival	8/6-8/19	1 - 6' x 2.5' 3 - 18 x 24	8/6/2013	2, 5, 10, 28
	St. Andrew's - Monthly Dinner	3/4-3/7	1 - 36" x 24"	1/3/2013	8	Great Day to Be Alive-Rummage Sale	8/7-8/18	5-16 X 24	8/7/2013	1, 2, 4, 10, 44
	Historical Society - Art Fair	2/23-3/9	5 - 18" x 24"	1/24/2013	1, 2, 4, 10, 5	St. Andrew's - Monthly Dinner	8/30-9/5	1 - 36" x 24"	1/3/2013	8
	Peace Lutheran - Easter Egg Hunt	3/9-3/23	1 - 2' x 30"	2/21/2013	1	St. Andrew's - Blood Drive	9/16-9/30	2 - 28" x 22"	1/3/2013	8 (2)
	High School Drama Club - Play	3/2-3/10	1 - 3' x 4'	2/25/2013	3	United Methodist - Rummage Sale	9/16-9/28	18" x 24"	3/28/2013	1, 2, 4, 5, 44
	Community Orchestra - Concert	3/3-3/17	2 - 3' x 4'	2/26/2013	1, 5	SH-Dexter Wellness Coalition-walk	9/8 - 9/14	5-18" X 24"	7/8/2013	1, 2, 4, 5, 44
	Knights of Columbus - Quartermen	3/7-3/21	5 - 18" x 24"	3/5/2013	1, 2, 4, 5, 10	Dexter Lacrosse	9/4-9/8	5-18" X 24"	9/4/2013	1, 2, 4, 5, 44
	Connexion Church - Egg Hunt	3/25-3/31	1 - 3' x 8'	3/21/2013	9	Dexter Touchdown Club	9/4-9/7	5 - 18 X 24	9/4/2013	1, 2, 4, 5, 44
April	Encore - Intermittent	3/29-4/14	1 - 36" x 24"	12/9/2012	15	K of C-Quarter Mania	9/14-9/26	5 - 18 X 24	9/11/2013	1, 2, 4, 5, 10
	Friends of the Library - Book Sale	4/4-4/6	5 - 18" x 24"	12/5/2012	1, 4, 16, 19, 20	Red Cross Blood Drive-Memorial drive	9/16-9/24	5 - 18 X 24	9/11/2013	1, 2, 4, 5, 10
	St. Andrew's - Monthly Dinner	4/1-4/4	1 - 36" x 24"	1/3/2013	8	Encore - Intermittent	9/26-10/20	1 - 36" x 24"	12/3/2012	15
	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	10/8-10/6	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	10/6 - 10/12	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	SH-Dexter Wellness Coalition-move	10/3-10/17	5-18" X 24"	7/8/2013	1, 2, 4, 5, 44
	Community Band - Concert	4/17-4/28	1 - 18" x 24"	2/18/2013	1, 3, 5	St. Andrew's - Sauerkraut Supper	10/3-10/17	(4-18X24)(1-18x24)	8/18/2013	2, 4, 5, 10, 47
May	Friends of the Library - Book Sale	5/2-5/4	5 - 18" x 24"	12/5/2012	1, 4, 16, 19, 20	Apple Daze	10/5/2013	5 - 18" X 24	8/19/2013	1, 2, 4, 5, 44
	St. Andrew's - Monthly Dinner	4/29-5/2	1 - 36" x 24"	1/3/2013	8	SRSU's Dexter	10/14-10/28	(3-18x24)(2-28x)	10/12/2013	1, 2, 4, 5, 44
	St. Andrew's Annual Quilt Show	4/25-5/4	1 - 2x6	4/22/2013	8	Dexter HS Drama-Mardi Gras over Brooklyn	10/13-10/27	3-18x24, 1-24x48	10/2/2013	1, 2, 4, 5, 44
	St. Joseph Church-Plant Sale	5/4-5/19	5 18x24	5/1/2013	1, 4, 2, 5, 10	Dexter Wrestling Club-Registration	10/12-10/27	5-18X24	10/3/2013	1, 4, 5, 10, 44
	K of C - Chicken Broil	5/17-5/28	5 18x24	5/17/2013	1, 2, 4, 5, 44	Dexter K of C-Chicken Broil	10/7-10/14	5 - 18 X 24	10/3/2013	1, 2, 4, 5, 10
June	Encore - Intermittent	5/16-6/9	1 - 36" x 24"	12/9/2012	15	Dexter Community Orchestras/concerts	10/3-10/13	2 - 4' X 3'	10/3/2013	5, 9
	Friends of the Library - Book Sale	5/30-6/1	5 - 18" x 24"	12/5/2012	1, 4, 16, 19, 20	Friends of the Library - Book Sale	10/31-11/2	5 - 18" x 24"	12/5/2012	1, 4, 16, 19, 20
	Historical Society-Civil War Days	5/12-6/10	5-18 X 27	4/24/2013	1, 4, 44, 2, 5	St. Andrew's - Monthly Dinner	1/14-1/17	1 - 36" x 24"	1/9/2013	8
	Boy Scouts - Rummage Sale	6/15-6/22	2 - 4' x 4'	1/10/2013	1, 5	SH-Dexter Wellness Coalition-move	11/3 - 11/9	5-18" X 24"	7/8/2013	1, 2, 4, 5, 44
	Relay for Life	6/11-6/16	3 - 18 x 24	6/11/2013	1, 10, 44	Dexter Heritage Guild-Holiday Bazaar	11/23-12/8	5-18 X 24	10/12/2013	1, 2, 4, 5, 10
	Dexter Senior Ch-Ice Cream Social	5/25-6/2	5 - 18" X 24"	5/3/2013	1, 4, 44, 2, 5	Dexter Lions Clubs/Christmas Trees	11/27-12/24	2 - 3' x 4'	9/25/2013	1, 7, 10
	Dexter Soccer Club-Tryouts	6/1-6/17	5 - 18" X 24"	5/9/2013	4, 44, 5, 11, 32	Dexter Wrestling Club-Registration	11/18-12/31	5-18 X 24	10/3/2013	1, 4, 5, 10, 44
	St. Andrew's rummage sale	5/25-6/8	5 - 18 X 24	5/16/2013	1, 4, 5, 2, 36	Dexter Community Orchestras/concerts	10/20-11/3	2 - 4 X 3	10/3/2013	5, 9
	3rd Annual Fun Day/Fundraiser	6/9-6/23	5 - 18 X 24	5/24/2013	1, 4, 5, 10	Encore - Intermittent	11/22-12/22	1 - 36" x 24"	12/3/2012	15
	Parade of Homes	6/19-6/23	1 - 19" x 24	5/30/2013	1	Friends of the Library - Book Sale	12/5-12/5	5 - 18" x 24"	12/5/2012	1, 4, 16, 19, 20
	Walking Wellness Program SH	6/1-6/8	5 - 18 X 24	5/30/2013	1, 2, 4, 5, 44	St. Andrew's - Monthly Dinner	12/8 - 12/14	5-18" X 24"	7/8/2013	1, 2, 4, 5, 44
	Breast Cancer Walk/Local Fundrais	6/16-6/29	5 - 18 X 24	6/3/2013	1, 2, 4, 44, 10	Dexter Heritage Guild-Holiday Bazaar	11/23-12/8	2 - 3' x 4'	9/25/2013	1, 7, 10
	Relay for Life	6/11-6/16	3 - 18 x 24	6/11/2013	1, 10, 44	Dexter Lions Clubs/Christmas Trees	11/23-12/8	5-18 X 24	10/12/2013	1, 2, 4, 5, 10
	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 - Corners, 12 - Bass, 13 - 3443 Inverness, 14 - 7720 Ann Arbor Street, 15 - S. Main/Broad, 17 - Edison/Ann Arbor Street, 18 - Dover/Fifth, 19 - Central/Fifth, 20 - Broad/Fifth, 21 - Mill Creek Middle School, 22 - Fourturnments, 23 - Dexter Bakery, 24 - Lighthouse, 25 - Dexter Pharmacy, 26 -Warrior Creek Park Driveway, 27-Dexter Flowers, 28-Terry B's, 29-7785 Ann Arbor St, 30 - 7851 Fourth, 31 - 7851 Dan Hwy, 32 - Wylie, 33 - Dan Hwy, 35-Dexter Crossing Entrance, 36 - Dan Hwy/Dexter Ann Arbor, 37 - Dover/Main, 38 - Fourth/Central, 39 - Baker/Hudson, 40 - Inverness/Ann Arbor, 41 - Main/Jefferson, 42 - Third/Broad, 43 - 3rd/Dover, 44 - Ryan/Dexter Ann Arbor, 45 - Meadowview/Dexter Ann Arbor, 46 - Ice Rink, 47-Dexter Mill/RR tracks									

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

\*\* Dexter Area Chamber will place 4 signs on Friday night to announce the summer series (1, 2, 5, 44)



AGENDA 10-28-13  
ITEM H-3

October 15, 2013

Donna Dettling, Village Manager  
Village of Dexter  
8140 Main Street  
Dexter, MI 48130-1092

Shawn W. Keough, Village President  
Village of Dexter  
8140 Main Street  
Dexter, MI 48130-1092

Dear Ms. Dettling and Mr. Keough,

Thank you for taking the time to write me regarding your questions and concerns. Your feedback helps us become better partners with you, and better able to meet your needs.

We regularly review actuarial policies, assumptions and issues and are targeted to complete another study next year. We also understand the importance of having the tools and resources available to plan for contributions into your MERS Defined Benefit Plan. In fact, we anticipate having various scenarios of market rates of return, as you mention, added in the 2013 Annual Valuations.

We value your feedback as we continue to look at ways to enhance the actuarial information and tools available to you. You can also anticipate additional correspondence from us as we finalize the information from our study next year. If you have other questions or concerns, please contact me or a member of your MERS Regional Team.

Sincerely,



Chris DeRose  
Chief Executive Officer  
MERS of Michigan





AGENDA 10-28-13  
ITEM H-4

October 9, 2013

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

Dear Ms. Dettling:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of some channel changes. Customers are being notified of these changes via bill messages.

Effective November 11, 2013, Bloomberg will move from channel 178 to channel 103. OWN will move from channel 103 to channel 178.

Also, effective December 5, 2013, TV Guide Network (ch. 100) on the Limited Basic package will undergo a format change, swapping the split-screen version for a full-screen version and moving to the Digital Starter and Digital Economy packages.

Additionally, effective December 16, 2013, Howard Stern On Demand will no longer be provided by Comcast.

As always, feel free to contact me directly at 734-254-1888 with any questions you may have.

Sincerely,

Frederick G. Eaton  
Senior Manager, Government Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170



October 10, 2013

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

Dear Ms. Dettling:

Having completed our digital network enhancement to an all-digital system, on or shortly after November 14, 2013 we will begin encrypting our Limited Basic service in your area. Encryption has a number of consumer benefits; including the reduced need for home service calls and the enhanced security of our network by reducing service theft that impacts our customers' service experience.

When Limited Basic service is encrypted, all XFINITY Video customers will need equipment supplied by Comcast connected to each television in order to continue receiving services.

- A customer that has a set-top box, digital adapter, or a retail CableCARD™ device connected to each TV will be unaffected by this change.
- A customer that is currently receiving Comcast's Limited Basic service on any TV *without* equipment supplied by Comcast will lose the ability to view any channels on that TV. These customers will be entitled to receive equipment at no additional charge or service fee for a limited period of time. The number and type of devices the customer is entitled to receive, and for how long, will vary depending on the customer's situation.

Enclosed please find a sample of the customer notice that the FCC requires be sent to customers regarding encryption and the availability of devices at no additional charge or service fee. You'll note that we have established a special toll free number and website so that our customers can learn more about the equipment offer and eligibility.

In addition, the encryption of our Limited Basic service will impact those accounts receiving courtesy services. Courtesy accounts are entitled to receive up to three digital devices at no additional monthly charge, including those they may have previously received as part of our digital network enhancement to an all-digital platform. A sample of the courtesy notice to be received by these accounts is enclosed.

As always, if you have any questions or concerns regarding this program, or any other matter, please feel free to contact me at 734-254-1888.

Sincerely,

A handwritten signature in blue ink that reads "Frederick G. Eaton".

Frederick G. Eaton  
Senior Manager, Government Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170

Enclosures



**If you receive XFINITY® TV service on any TVs in your home without Comcast equipment, please review this information.**

Sample A. Sample  
Apt 1-A  
123 Anystreet  
Anytown US 12345

\*\*\*\*\*BARCODE\*\*\*\*\*

**For service at:**  
[123 Street Name]  
[City, State 12345]

**On November 14, 2013, Comcast will start encrypting Limited Basic service on your cable system.**

If you have a set-top box, digital adapter (DTA) or retail CableCARD™ device connected to each of your TVs, you will be unaffected by this change. However, if you are currently receiving Comcast's Limited Basic service on any TV **without** equipment supplied by Comcast, you will lose the ability to view any channels on that TV.

If you are affected, you should contact Comcast at 1-855-860-8989 to arrange for the equipment you need to continue receiving your services. In such case, you are entitled to receive equipment at no additional charge or service fee for a limited period of time. The number and type of devices you are entitled to receive, and for how long, will vary depending on your situation:

- If you are a Limited Basic customer and receive the service on your TV without Comcast-supplied equipment, you are entitled to up to two devices for two years (five years if you also receive Medicaid).
- If you subscribe to a higher level of service and receive Limited Basic service on a secondary TV without Comcast-supplied equipment, you are entitled to one device for one year.

**You can learn more about this equipment offer and eligibility at [comcast.com/digitaladapterinfo](http://comcast.com/digitaladapterinfo) or by calling 1-855-860-8989. To qualify for any equipment at no additional charge or service fee, you must request your equipment between October 15, 2013 and March 14, 2014 and satisfy all other eligibility requirements.**

To order equipment, or for more information, call 1-855-860-8989 or visit [comcast.com/digitaladapterinfo](http://comcast.com/digitaladapterinfo).





## Treasurer/Finance Director's Report to Council Fiscal Year 2013/2014 First Quarter

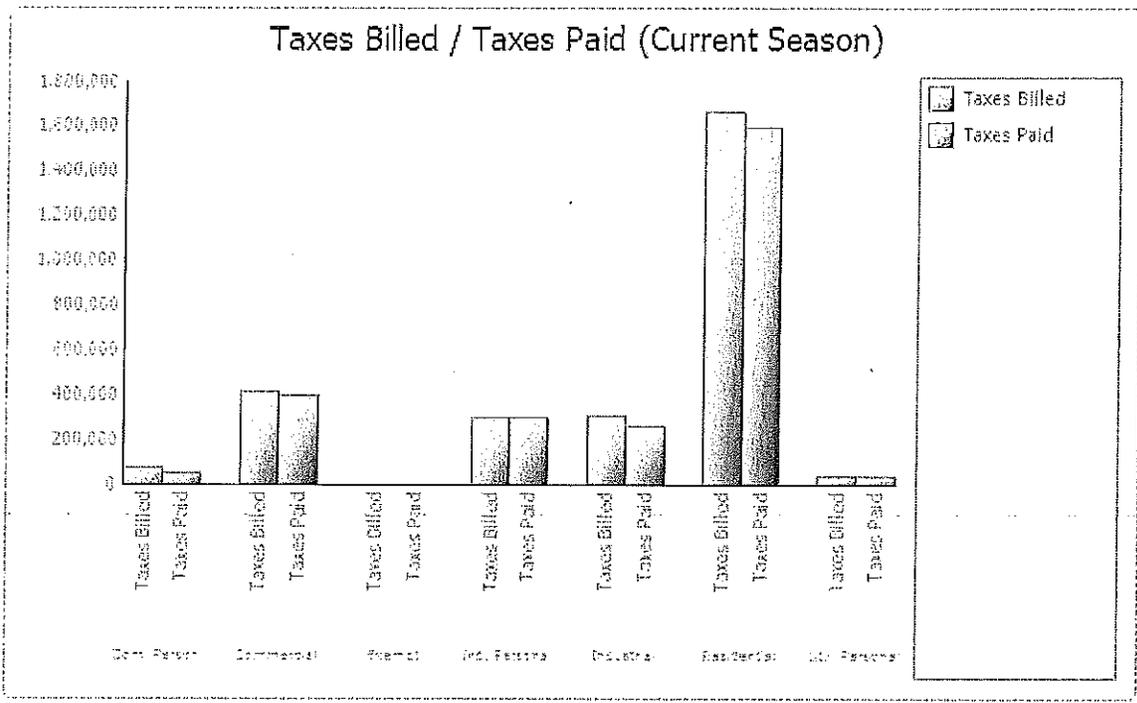
I am pleased to present you with the Treasurer/Finance Director's Report to Council for the First Quarter of Fiscal Year 2013/2014.

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

### Department Activities

#### 2013 Tax Collection

The main part of the 2013 tax season has been completed. Collection rates stand at 94.5% for real property and 95.5% for personal property. This is a bit lower than last year's collection rate, but reminder notices were sent out at the end of September, resulting in additional payments being received in October.



## **Dexter Wellness Brownfield**

Much time has been spent this quarter on the Dexter Wellness Brownfield issue, especially since this situation is one that has no precedence in the County.

## **Fiscal Year 2013-2014 Budget**

The budget books have not yet been completed. I have received an extension to file from the Government Finance Officers Association until November 30<sup>th</sup>.

## **Fiscal Year 2012-2013 Audit**

Fieldwork for the audit is scheduled to begin in November.

## **Education and Committee Memberships**

- I am a current member of the Michigan Municipal Treasurer Association's (MMTA) Education Committee and the Michigan Government Finance Officers (MGFOA) Mentoring Committee, and am continuing as a budget reviewer for the Government Finance Officer's Association.
- I attended the MMTA's Fall Conference October 21-23.

## **Fiscal Year 2013/2014 First Quarter Budget Reports**

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

### **General Fund Revenue and Expenditures:**

- General Fund revenue is at 65% due to the fact that a majority of property taxes have been received. The Village has paid the Downtown Development Authority its 2013 tax capture.
- Most expenditure departments are at or near benchmark, with the exception of Contributions - an amendment will be presented for the WAVE contract.

User: Marie

PERIOD ENDING 09/30/2013

& Fiscal Year Completed: 25.21

2013-14

YTD BALANCE

AVAILABLE

BALANCE

% BDGT

USED

ACTIVITY FOR

MONTH 09/30/2013

INCREASE (DECREASE

NORMAL (ABNORMAL)

DESCRIPTION

GL NUMBER

Fund 101 - GENERAL FUND

Revenues

000.000-ASSETS, LIABILITIES & REVENUE

3,068,200.00

2,008,690.35

1,290,106.34

1,059,509.65

65.47

TOTAL Revenues

3,068,200.00

2,008,690.35

1,290,106.34

1,059,509.65

65.47

Expenditures

101.000-VILLAGE COUNCIL

49,600.00

11,055.37

1,567.47

38,544.63

22.29

172.000-VILLAGE MANAGER

302,700.00

68,479.77

23,829.07

234,220.23

22.62

201.000-FINANCE DEPARTMENT

10,000.00

613.32

476.92

9,386.68

6.13

210.000-ATTORNEY

25,000.00

552.00

0.00

24,448.00

2.21

215.000-VILLAGE CLERK

12,300.00

678.76

214.58

11,621.24

5.52

253.000-TREASURER

104,400.00

24,208.61

7,415.50

80,191.39

23.19

265.000-BUILDINGS & GROUNDS

62,600.00

17,739.81

4,870.28

44,860.19

28.34

285.000-VILLAGE TREE PROGRAM

24,000.00

800.00

675.00

23,200.00

3.33

301.000-LAW ENFORCEMENT

564,000.00

119,248.55

80,562.95

444,751.45

21.14

336.000-FIRE DEPARTMENT

460,000.00

113,954.00

438.40

346,046.00

24.77

400.000-PLANNING DEPARTMENT

100,900.00

24,337.12

8,270.03

76,562.88

24.12

410.000-ZONING BOARD OF APPEALS

1,100.00

18.23

0.00

1,081.77

1.66

441.000-DEPARTMENT OF PUBLIC WORKS

169,500.00

38,498.90

14,447.87

131,001.10

22.71

442.000-DOWNTOWN PUBLIC WORKS

73,300.00

14,956.83

4,535.61

58,343.17

20.40

445.000-STORMWATER

0.00

0.00

0.00

0.00

0.00

447.000-ENGINEERING

11,000.00

0.00

0.00

11,000.00

0.00

448.000-MUNICIPAL STREET LIGHTS

75,000.00

18,694.56

5,729.43

56,305.44

24.93

528.000-SOLID WASTE

536,400.00

96,449.27

45,932.68

439,950.73

17.98

728.000-ECONOMIC DEVELOPMENT

1,000.00

0.00

0.00

1,000.00

0.00

751.000-PARKS & RECREATION

94,300.00

29,592.27

8,205.21

64,707.73

31.38

850.000-LONG-TERM DEBT

127,800.00

0.00

0.00

127,800.00

0.00

851.000-INSURANCE & BONDS

117,100.00

21,163.78

6,431.19

95,936.22

18.07

875.000-CONTRIBUTIONS

23,300.00

16,000.00

8,000.00

7,300.00

68.67

890.000-CONTINGENCIES

12,000.00

2,169.35

2,169.35

9,830.65

18.08

901.000-CAPITAL IMPROVEMENTS

31,500.00

8,393.00

0.00

23,107.00

26.64

965.000-TRANSFERS OUT - CONTROL

0.00

0.00

0.00

0.00

0.00

TOTAL Expenditures

2,988,800.00

627,603.50

223,771.54

2,361,196.50

21.00

Fund 101:

TOTAL REVENUES

3,068,200.00

2,008,690.35

1,290,106.34

1,059,509.65

65.47

TOTAL EXPENDITURES

2,988,800.00

627,603.50

223,771.54

2,361,196.50

21.00

NET OF REVENUES & EXPENDITURES

79,400.00

1,381,086.85

1,066,334.80

(1,301,686.85)

1,739.40

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

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

### **Major Streets (Fund 202) Expenditures**

- All department are at or below benchmark.

### **Local Streets (Fund 203) Expenditures**

- A budget amendment is being presented for the Local Streets Contracted Road Construction for the Forest Street project that spanned fiscal years. We will monitor the Local Streets Stormwater line item.

### **Municipal Streets (Fund 204) Expenditures**

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

User: marie  
 Period Ending 09/30/2013  
 Fiscal Year Completed: 25.21

2013-14  
 AMENDED BUDGET NORMAL (AENORMAL) INCREASE (DECREASE) MONTH 09/30/2013 ACTIVITY FOR MONTH 09/30/2013 AVAILABLE BALANCE % B DGT USED

GL NUMBER	DESCRIPTION	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% B DGT
		09/30/2013	MONTH 09/30/2013	BALANCE	USED
		BUDGET NORMAL (AENORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
<b>Fund 202 - MAJOR STREETS FUND</b>					
<b>Revenues</b>					
000.000-ASSETS, LIABILITIES & REVENUE		505,900.00	17,921.18	448,379.81	11.37
<b>TOTAL Revenues</b>		<b>505,900.00</b>	<b>17,921.18</b>	<b>448,379.81</b>	<b>11.37</b>
<b>Expenditures</b>					
248.000-ADMINISTRATION		4,700.00	3.11	4,667.57	0.69
445.000-STORMWATER		19,100.00	1,144.56	15,775.33	17.41
451.000-CONTRACTED ROAD CONSTRUCTION		296,500.00	0.00	284,888.00	3.92
463.000-ROUTINE MAINTENANCE		73,000.00	10,663.20	49,681.00	31.94
474.000-TRAFFIC SERVICES		39,400.00	2,676.06	31,276.13	20.62
478.000-WINTER MAINTENANCE		63,800.00	1,599.43	58,690.49	8.01
890.000-CONTINGENCIES		10,000.00	0.00	10,000.00	0.00
<b>TOTAL Expenditures</b>		<b>506,500.00</b>	<b>16,086.36</b>	<b>454,978.52</b>	<b>10.17</b>
<b>Fund 202:</b>					
<b>TOTAL REVENUES</b>		<b>505,900.00</b>	<b>17,921.18</b>	<b>448,379.81</b>	<b>11.37</b>
<b>TOTAL EXPENDITURES</b>		<b>506,500.00</b>	<b>16,086.36</b>	<b>454,978.52</b>	<b>10.17</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>(600.00)</b>	<b>1,834.82</b>	<b>(6,598.71)</b>	<b>999.79</b>

GL NUMBER	DESCRIPTION	2013-14		ACTIVITY FOR		AVAILABLE BALANCE (ABNORMAL)	% BDGT USED
		BUDGET	YTD BALANCE 09/30/2013 (ABNORMAL)	MONTH 09/30/2013 INCREASE (DECREASE)	NORMAL		
<b>Fund 203 - LOCAL STREETS FUND</b>							
Revenues							
000.000-ASSETS, LIABILITIES & REVENUE		314,000.00	184,974.35	7,928.25	129,025.65	58.91	
<b>TOTAL Revenues</b>		<b>314,000.00</b>	<b>184,974.35</b>	<b>7,928.25</b>	<b>129,025.65</b>	<b>58.91</b>	
Expenditures							
248.000-ADMINISTRATION		4,600.00	34.78	1.75	4,565.22	0.76	
445.000-STORMWATER		16,700.00	8,628.47	1,115.89	8,071.53	51.67	
451.000-CONTRACTED ROAD CONSTRUCTION		137,500.00	154,020.21	0.00	(16,520.21)	112.01	
463.000-ROUTINE MAINTENANCE		59,100.00	16,733.68	7,099.36	42,366.32	28.31	
474.000-TRAFFIC SERVICES		31,300.00	6,009.72	1,307.30	25,290.28	19.20	
478.000-WINTER MAINTENANCE		55,400.00	2,494.19	953.92	52,905.81	4.50	
890.000-CONTINGENCIES		10,000.00	0.00	0.00	10,000.00	0.00	
<b>TOTAL Expenditures</b>		<b>314,600.00</b>	<b>187,921.05</b>	<b>10,478.22</b>	<b>126,678.95</b>	<b>59.73</b>	
<b>Fund 203:</b>							
TOTAL REVENUES		314,000.00	184,974.35	7,928.25	129,025.65	58.91	
TOTAL EXPENDITURES		314,600.00	187,921.05	10,478.22	126,678.95	59.73	
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>(600.00)</b>	<b>(2,946.70)</b>	<b>(2,549.97)</b>	<b>2,346.70</b>	<b>491.12</b>	

User: marie  
 DB: Dexter  
 P26  
 PERIOD ENDING 09/30/2013  
 % Fiscal Year Completed: 25.21

2013-14  
 AMENDED BUDGET NORMAL (ABNORMAL) INCREASE (DECREASE) MONTH 09/30/2013 ACTIVITY FOR MONTH 09/30/2013 AVAILABLE BALANCE (ABNORMAL) % BGT USED

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2013	INCREASE (DECREASE)	MONTH 09/30/2013	ACTIVITY FOR MONTH 09/30/2013	AVAILABLE BALANCE (ABNORMAL)	% BGT USED
Fund 204 - MUNICIPAL STREETS							
Revenues							
000.000-ASSETS, LIABILITIES & REVENUE		549,900.00	516,802.33	332,792.62	33,097.67	93.98	
TOTAL Revenues		549,900.00	516,802.33	332,792.62	33,097.67	93.98	
Expenditures							
248.000-ADMINISTRATION		41,000.00	2,963.82	1,394.35	38,036.18	7.23	
965.000-TRANSFERS OUT - CONTROL		560,700.00	165,000.00	0.00	395,700.00	29.43	
TOTAL Expenditures		601,700.00	167,963.82	1,394.35	433,736.18	27.91	
Fund 204:							
TOTAL REVENUES		549,900.00	516,802.33	332,792.62	33,097.67	93.98	
TOTAL EXPENDITURES		601,700.00	167,963.82	1,394.35	433,736.18	27.91	
NET OF REVENUES & EXPENDITURES		(51,800.00)	348,838.51	331,398.27	(400,638.51)	673.43	

## **Enterprise Funds (Fund 590 and Fund 591)**

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

- Revenues are at benchmark. The July billing has been moved back into Fiscal Year 2012-2013, so the utility billing revenue currently contains only one billing cycle, but we have already received more than budgeted in tap fees.
- Long-term Debt is higher than benchmark because most of the principal payments have been made - the next payments will be mainly interest.

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

- Revenues are at benchmark. The July billing has been moved back into Fiscal Year 2012-2013, so the utility billing revenue currently contains only one billing cycle, but we have already received more than budgeted in tap fees.
- Expenditures are at or near benchmark, with the exception of long-term debt. Some of the bond payments were already made this year. We will continue to monitor this fund throughout the year.

User: marie  
 DB: Dexter  
 P28  
 PERIOD ENDING 09/30/2013  
 % Fiscal Year Completed: 25.21  
 2013-14  
 AMENDED  
 BUDGET NORMAL (ABNORMAL) INCREASE (DECREASE) MONTH 09/30/2013 ACTIVITY FOR AVAILABLE BALANCE % BGT USED

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2013	ACTIVITY FOR MONTH 09/30/2013	AVAILABLE BALANCE	% BGT USED
Fund 590 - SEWER ENTERPRISE FUND					
Revenues					
000.000-ASSETS, LIABILITIES & REVENUE		290,269.35	201,303.36	866,230.65	25.10
TOTAL Revenues		290,269.35	201,303.36	866,230.65	25.10
Expenditures					
248.000-ADMINISTRATION		2,658.69	575.67	82,641.31	3.12
548.000-SEWER UTILITIES DEPARTMENT		170,818.95	59,091.68	490,581.05	25.83
850.000-LONG-TERM DEBT		184,219.12	0.00	121,060.88	60.34
890.000-CONTINGENCIES		0.00	0.00	15,000.00	0.00
901.000-CAPITAL IMPROVEMENTS		0.00	0.00	391,300.00	0.00
TOTAL Expenditures		357,696.76	59,667.35	1,100,603.24	24.53
Fund 590:					
TOTAL REVENUES		290,269.35	201,303.36	866,230.65	25.10
TOTAL EXPENDITURES		357,696.76	59,667.35	1,100,603.24	24.53
NET OF REVENUES & EXPENDITURES		(67,427.41)	141,636.01	(234,372.59)	22.34

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF DEXTER  
 PERIOD ENDING 09/30/2013  
 % Fiscal Year Completed: 25.21

GL NUMBER	DESCRIPTION	2013-14 AMENDED BUDGET	YTD BALANCE 09/30/2013 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2013 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 591 - WATER ENTERPRISE FUND						
Revenues						
000.000-ASSETS, LIABILITIES & REVENUE		791,200.00	224,503.50	173,618.77	566,696.50	28.38
<b>TOTAL Revenues</b>		<b>791,200.00</b>	<b>224,503.50</b>	<b>173,618.77</b>	<b>566,696.50</b>	<b>28.38</b>
Expenditures						
248.000-ADMINISTRATION		76,100.00	52.56	4.69	76,047.44	0.07
556.000-WATER UTILITIES DEPARTMENT		423,100.00	96,102.52	27,892.13	326,997.48	22.71
850.000-LONG-TERM DEBT		249,800.00	167,762.01	0.00	82,037.99	67.16
890.000-CONTINGENCIES		15,000.00	0.00	0.00	15,000.00	0.00
901.000-CAPITAL IMPROVEMENTS		398,000.00	0.00	0.00	398,000.00	0.00
965.000-TRANSFERS OUT - CONTROL		0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expenditures</b>		<b>1,162,000.00</b>	<b>263,917.09</b>	<b>27,896.82</b>	<b>898,082.91</b>	<b>22.71</b>
Fund 591:						
<b>TOTAL REVENUES</b>		<b>791,200.00</b>	<b>224,503.50</b>	<b>173,618.77</b>	<b>566,696.50</b>	<b>28.38</b>
<b>TOTAL EXPENDITURES</b>		<b>1,162,000.00</b>	<b>263,917.09</b>	<b>27,896.82</b>	<b>898,082.91</b>	<b>22.71</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>(370,800.00)</b>	<b>(39,413.59)</b>	<b>145,721.95</b>	<b>(331,386.41)</b>	<b>10.63</b>

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

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

- There has been no significant activity in this fund.

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

- A budget amendment will be presented for property tax refunds (Administration Department).

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

- We will monitor the Administration department in regard to bank fees.

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF DEXTER

PERIOD ENDING 09/30/2013  
 % Fiscal Year Completed: 25.21

GL NUMBER	DESCRIPTION	2013-14 AMENDED BUDGET	YTD BALANCE 09/30/2013 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2013 INCREASE (DECREASE NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - TREE REPLACEMENT FUND						
Revenues						
000.000-ASSETS, LIABILITIES & REVENUE		800.00	166.67	161.39	633.33	20.83
TOTAL Revenues		800.00	166.67	161.39	633.33	20.83
Expenditures						
248.000-ADMINISTRATION		0.00	0.00	0.00	0.00	0.00
965.000-TRANSFERS OUT - CONTROL		8,000.00	0.00	0.00	8,000.00	0.00
TOTAL Expenditures		8,000.00	0.00	0.00	8,000.00	0.00
Fund 275:						
TOTAL REVENUES		800.00	166.67	161.39	633.33	20.83
TOTAL EXPENDITURES		8,000.00	0.00	0.00	8,000.00	0.00
NET OF REVENUES & EXPENDITURES		(7,200.00)	166.67	161.39	(7,366.67)	2.31

User: marie  
 PB: Dexter  
 PB: 32  
 % Fiscal Year Completed: 25.21

2013-14  
 AMENDED BUDGET NORMAL (ABNORMAL) INCREASE (DECREASE) MONTH 09/30/2013 ACTIVITY FOR MONTH 09/30/2013 AVAILABLE BALANCE (ABNORMAL) % BGD USED

GL NUMBER	DESCRIPTION	YTD BALANCE .09/30/2013 NORMAL (ABNORMAL)	INCREASE (DECREASE)	ACTIVITY FOR MONTH 09/30/2013	AVAILABLE BALANCE (ABNORMAL)	% BGD USED
<b>Fund 303 - STREETSCAPE DEBT SERVICE FUND</b>						
<b>Revenues</b>						
000.000-ASSETS, LIABILITIES & REVENUE		166,800.00	157,052.23	105,950.63	9,747.77	94.16
<b>TOTAL Revenues</b>		<b>166,800.00</b>	<b>157,052.23</b>	<b>105,950.63</b>	<b>9,747.77</b>	<b>94.16</b>
<b>Expenditures</b>						
248.000-ADMINISTRATION		100.00	191.98	189.01	(91.98)	191.98
570.000-STREETSCAPE		162,800.00	0.00	0.00	162,800.00	0.00
850.000-LONG-TERM DEBT		0.00	0.00	0.00	0.00	0.00
965.000-TRANSFERS OUT - CONTROL		0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expenditures</b>		<b>162,900.00</b>	<b>191.98</b>	<b>189.01</b>	<b>162,708.02</b>	<b>0.12</b>
<b>Fund 303:</b>						
<b>TOTAL REVENUES</b>		<b>166,800.00</b>	<b>157,052.23</b>	<b>105,950.63</b>	<b>9,747.77</b>	<b>94.16</b>
<b>TOTAL EXPENDITURES</b>		<b>162,900.00</b>	<b>191.98</b>	<b>189.01</b>	<b>162,708.02</b>	<b>0.12</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>3,900.00</b>	<b>156,860.25</b>	<b>105,761.62</b>	<b>(152,960.25)</b>	<b>4,022.06</b>

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF DEXTER  
 PERIOD ENDING 09/30/2013  
 % Fiscal Year Completed: 25.21

GL NUMBER	DESCRIPTION	2013-14 AMENDED BUDGET	YTD BALANCE 09/30/2013 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2013 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
<b>Fund 402 - EQUIPMENT REPLACEMENT FUND</b>						
<b>Revenues</b>						
000.000-ASSETS, LIABILITIES & REVENUE		63,200.00	15,900.84	15,854.36	47,299.16	25.16
<b>TOTAL Revenues</b>		<b>63,200.00</b>	<b>15,900.84</b>	<b>15,854.36</b>	<b>47,299.16</b>	<b>25.16</b>
<b>Expenditures</b>						
248.000-ADMINISTRATION		200.00	154.06	9.14	45.94	77.03
441.000-DEPARTMENT OF PUBLIC WORKS		37,000.00	561.08	30.98	36,438.92	1.52
903.000-CAPITAL IMPROVEMENTS-VEHICLES		40,000.00	0.00	0.00	40,000.00	0.00
965.000-TRANSFERS OUT - CONTROL		0.00	0.00	0.00	0.00	0.00
<b>TOTAL Expenditures</b>		<b>77,200.00</b>	<b>715.14</b>	<b>40.12</b>	<b>76,484.86</b>	<b>0.93</b>
<b>Fund 402:</b>						
<b>TOTAL REVENUES</b>		<b>63,200.00</b>	<b>15,900.84</b>	<b>15,854.36</b>	<b>47,299.16</b>	<b>25.16</b>
<b>TOTAL EXPENDITURES</b>		<b>77,200.00</b>	<b>715.14</b>	<b>40.12</b>	<b>76,484.86</b>	<b>0.93</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>(14,000.00)</b>	<b>15,185.70</b>	<b>15,814.24</b>	<b>(29,185.70)</b>	<b>108.47</b>

**Village of Dexter  
Cash Accounts**

General Ledger Name	Bank & Account Name	Purpose	Balance 09/30/13	Status of Cash
<b>General Fund</b>				
Cash	TCF & PNC Pooled	General operating	\$ 1,540,122.27	Unrestricted
Cash Savings	TCF Bank	General operating	\$ 100,920.40	Unrestricted
Chelsea Bank CD	Chelsea Bank	General operating	\$ 206,701.00	Unrestricted
CSB Investments Money Market	Chelsea Bank	General operating	\$ 73,129.51	Unrestricted
MBIA Class	MBIA Class	General operating	\$ 100,479.11	Unrestricted
Building Reserve Account	TCF Pooled	Reserved for future building project	\$ 11,512.15	Restricted
Building Reserve CD	Multi-Bank Securities	Reserved for future building project	\$ 235,000.00	Restricted
Bank of Holland CD	Multi-Bank Securities	General Operating	\$ 100,000.00	Unrestricted
Petty Cash	Office	Small cash purchases	\$ 100.00	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Clearing account for undistributed tax collections	\$ 54,054.21	Unrestricted*
Property Tax Checking	TCF Property Tax Checking	Used to distribute taxes and make refunds	\$ 17,323.12	Unrestricted
Voluntary Public Parking	TCF Pooled	Reserved for parking activities	\$ 10,034.33	Restricted
Arts, Culture & Heritage	TCF Pooled	Reserved for Arts, Culture & Heritage	\$ 4,374.63	Restricted
<b>Subtotal Unrestricted</b>			<u>\$ 2,192,829.62</u>	
<b>Subtotal Restricted</b>			<u>\$ 260,921.11</u>	
<b>Total General Fund</b>			<u>\$ 2,453,750.73</u>	

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

**Major Streets Fund**

Cash	TCF Pooled	General operating for major streets activities	\$ 26,822.82	Unrestricted*
<b>Subtotal Unrestricted</b>			<u>\$ 26,822.82</u>	
<b>Total Major Streets Fund</b>			<u>\$ 26,822.82</u>	

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

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

**Local Streets Fund**

Cash	TCF Pooled	General operating for major streets activities	\$ 7,388.94	Unrestricted*
Metro Act Account (Pooled)	TCF Pooled	Reserved for right of way activities	\$ 6,941.21	Restricted
<b>Subtotal Unrestricted</b>			<u>\$ 7,388.94</u>	
<b>Subtotal Restricted</b>			<u>\$ 6,941.21</u>	
<b>Total Local Streets Fund</b>			<u>\$ 14,330.15</u>	

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

**Municipal Streets Fund**

Cash	TCF Pooled	Available for transfer to Major & Local Streets	\$ 725,382.32	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Available for transfer to Major & Local Streets	\$ 1,082.76	Unrestricted
<b>Subtotal Unrestricted</b>			<u>\$ 726,465.08</u>	
<b>Subtotal Restricted</b>			<u>\$ -</u>	
<b>Total Municipal Streets Fund</b>			<u>\$ 726,465.08</u>	

**Village of Dexter  
Cash Accounts**

General Ledger Name	Bank & Account Name	Purpose	Balance 09/30/13	Status of Cash
<b>Tree Replacement Fund</b>				
Multi-Bank CD	Multi-Bank Securities	Restricted for trees	\$ 125,000.00	Restricted
Restricted Tree Replacement	PNC Bank	Restricted for trees	\$ 31,675.09	Restricted
<b>Subtotal Unrestricted</b>			<b>\$ -</b>	
<b>Subtotal Restricted</b>			<b>\$ 156,675.09</b>	
<b>Total Tree Replacement Fund</b>			<b>\$ 156,675.09</b>	
<b>Streetscape Debt Service Fund</b>				
Cash	TCF Pooled	Tax collections for GO Bond payments	\$ 160,019.79	Restricted
Property Tax Savings	TCF Property Tax Savings	Account closed	\$ 300.84	Restricted
<b>Subtotal Unrestricted</b>			<b>\$ -</b>	
<b>Subtotal Restricted</b>			<b>\$ 160,320.63</b>	
<b>Total Streetscape Debt Service Fund</b>			<b>\$ 160,320.63</b>	
<b>Equipment Replacement Fund</b>				
Cash	TCF Pooled	Reserved for vehicle expenses including capital pt	\$ 110,672.58	Restricted
<b>Subtotal Restricted</b>			<b>\$ 110,672.58</b>	
<b>Total Equipment Replacement Fund</b>			<b>\$ 110,672.58</b>	
<b>Sewer Enterprise Fund</b>				
Cash	TCF Pooled	Sewer operating	\$ 49,402.77	Unrestricted
University Bank CD - Taps	University Bank Ann Arbor	Sewer tap-in fees	\$ 255,267.38	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Tax collections for delinquent utilities	\$ -	Unrestricted
Sewer Tap Fees Account	TCF Sewer & Water	Sewer tap-in fees	\$ 158,458.38	Unrestricted
Sewer Tap Fees Account	Michigan Class Sewer/Water	Sewer tap-in fees	\$ 324,080.98	Unrestricted
<b>Subtotal Unrestricted</b>			<b>\$ 787,209.51</b>	
<b>Subtotal Restricted</b>			<b>\$ -</b>	
<b>Total Sewer Enterprise Fund</b>			<b>\$ 787,209.51</b>	
<b>Water Enterprise Fund</b>				
Cash	TCF Pooled	Water operating	\$ 43,599.17	Unrestricted
Bank of Ann Arbor CD	Bank of Ann Arbor	Water tap-in fees	\$ 258,622.11	Unrestricted
Property Tax Savings	TCF Property Tax Savings	Tax collections for delinquent utilities	\$ -	Unrestricted
Water Tap Fees Account	TCF Sewer & Water	Water tap-in fees	\$ 60,093.59	Unrestricted
Water Tap Fees Account	Michigan Class Sewer/Water	Water tap-in fees	\$ 276,068.97	Unrestricted
<b>Subtotal Unrestricted</b>			<b>\$ 638,383.84</b>	
<b>Subtotal Restricted</b>			<b>\$ -</b>	
<b>Total Water Enterprise Fund</b>			<b>\$ 638,383.84</b>	

**Village of Dexter  
Cash Accounts**

General Ledger Name	Bank & Account Name	Purpose	Balance 09/30/13	Status of Cash
<b>Trust &amp; Agency Fund</b>				
Performance Guarantees	TCF Performance Guarantees	Escrows for development bonds such as tree bon	\$ 56,463.25	Restricted
Site Plan Review	TCF Pooled	Escrows for payment of development related fees	\$ 239,737.50	Restricted
Tree Escrow	TCF Pooled	Escrows for Tree Replacement	\$ -	Restricted
<b>Subtotal Unrestricted</b>			<b>\$ -</b>	
<b>Subtotal Restricted</b>			<b>\$ 296,200.75</b>	
<b>Total Trust &amp; Agency Fund</b>			<b>\$ 296,200.75</b>	
<b>Retiree Health Care Fund</b>				
Cash	Mers	Funds reserved for OPEB	\$ 449,754.15	Restricted
<b>Subtotal Unrestricted</b>			<b>\$ -</b>	
<b>Subtotal Restricted</b>			<b>\$ 449,754.15</b>	
<b>Total Trust &amp; Agency Fund</b>			<b>\$ 449,754.15</b>	
*Balance as of June 30, 2013				
<b>Payroll Fund</b>				
Cash	TCF Payroll	Funds reserved for payment of accrued benefits	\$ 15,355.18	Restricted
<b>Subtotal Unrestricted</b>			<b>\$ -</b>	
<b>Subtotal Restricted</b>			<b>\$ 15,355.18</b>	
<b>Total Trust &amp; Agency Fund</b>			<b>\$ 15,355.18</b>	
<b>Total Unrestricted</b>			<b>\$ 4,379,099.81</b>	
<b>Total Restricted</b>			<b>\$ 1,456,840.70</b>	
<b>Funds spent on capital projects (SRF, DWRF and Park), awaiting reimbursement from outside sources</b>			<b>\$ 43,643.89</b>	
<b>Grand Total Cash</b>			<b>\$ 5,879,584.40</b>	

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

General Fund Unrestricted	\$ 2,192,829.62
15% Fundbalance (based on revenue budget)	\$ (460,230.00)
Expected revenue (based on budget)	\$ 1,059,509.65
Expected expenditures (based on budget)	\$ (2,361,196.50)
<b>Available Unrestricted</b>	<b>\$ 430,912.77</b>
<b>Restricted for Streets</b>	<b>\$ 767,618.05</b>
<b>Restricted for Equipment</b>	<b>\$ 110,672.58</b>
<b>Restricted for Facilities</b>	<b>\$ 246,512.15</b>
<b>Restricted for Public Parking</b>	<b>\$ 10,034.33</b>
<b>Restricted for Arts, Culture &amp; Heritage</b>	<b>\$ 4,374.63</b>
<b>Restricted for Trees</b>	<b>\$ 156,675.09</b>

AGENDA 10-28-13

ITEM I-2

**Public Services Department**

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

8140 Main Street Dexter, MI 48130-1092

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

**MEMO**

**To: President Keough and Council**  
**From: Dan Schlaff, Public Services Superintendent**  
**Date: October 28, 2013**  
**Re: Utility Progress & DPW Progress Reports**

Provided for Council review are progress reports for the following period:

Utility Progress Report and DPW Progress Report weeks of:

10/07/2012 to 10/11/2013

10/14/2013 to 10/18/2013

Please contact me, if you have any questions.



10-23-13 ✓

	10/14/2013	10/18/2013	5-Days		
Leaf Pick-Up	1				
Chip Brush	1				
Patch Roads					
Repair Shoulders	1	Removed 10' grass put in lime stone Central, Fifth street.			
Grade Shoulder					
Storm Sewer Repair					
Install Street Sign					
Road Repair					
Trim Trees,Cut Down	1	8243 Webster cut down tree.			
Clean Ditch					
Pick Up Trash	2				
Plow Roads					
Maintain/Inspect Playgrounds					
Lawn Mowing	1				
Street Sweeping					
Clean Downtown	1				
Farmers Market					
Monthly Engine Hours					
Apple Daze Prep					
Storm Water Inspection					
Sprinkler System Maintenance					
Crack Seal					

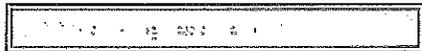
	10/14/2013	10/18/2013	5-Days		
Hang Work Order Boxes					
Emptying Street Sweeper into Dumpster					
Monthly Crane Inspection					
Weed Killer Application					
Miss Diggs	10				
Stand Pipe Westridge					
Parks		1	Cut tall grasses in front of Cottage inn		
Tree Inspection					
New Kubota					
Working On Leaf Machine	1				
Traffic Signals					
Traffic Signals					
Clock Downtown					
Put up, Take Down Banners	1				
Radar Sign					
Bridge Water					
Maintenace GMC Truck	1				
Compost Bags	12				
Total Work Orders 34					

10-15-13

DDMMYY	10/7/2013	10/11/2013	5-Days		
Leaf Pick-Up					
Chip Brush	1				
Patch Roads					
Repair Shoulders	2	5th Street Alley, Shoulder			
Grade Shoulder					
Storm Sewer Repair					
Install Street Sign					
Road Repair					
Trim Trees, Cut Down					
Clean Ditch					
Pick Up Trash	2	Monday & Friday			
Plow Roads					
Maintain/Inspect Playgrounds					
Lawn Mowing					
Street Sweeping	4	Curb Line of Main, Baker, Broad, Central			
Clean Downtown	2	Downtown Bricks, Farmers Market			
Farmers Market	1	New Sign, Dug Hole, Cement			
Monthly Engine Hours					
Apple Daze Prep					
Storm Water Inspection					
Sprinkler System Maintenance					
Crack Seal	4	Broad, 2nd, Dover, Ed Coy Parking Lot			

	10/7/2013	10/11/2013	5-Days		
Hang Work Order Boxes					
Emptying Street Sweeper into Dumpster					
Monthly Crane Inspection					
Weed Killer Application					
Miss Diggs	12				
Stand Pipe Westridge	1	Replaced Lid			
Parks	2	Assembled Benches, Tables			
Tree Inspection	2	Pine Trees to Determine Ownership			
New Kubota	1				
Working On Leaf Machine	1				
Traffic Signals	2	Ann Arbor/Dan Hoey Red Light Out Power Outage			
Clock Downtown	1	Fixed Time			
Put up, Take Down Banners	1	Apple Daze/SRSLY			
Radar Sign	1	Westridge Sub			
Bridge Water	1	2 - new tires - one ton truck			
Total Work Orders	41				

10-23-13 ✓



10/14/2013 10/18/2013 5/days

sewer	14	
water	11	
mxu's, Wire	4	
new meters	7	
water shut offs turn on	1	
liftstations	4	
miss digs	12	
check floats liftstations	4	
hosing wwtp	1	
backwash filter building	1	40,000 gal water.
final reads/beginning reads	2	
arsonic samples		
Metro sewer T.V truck		
Huron liftstation		
Test fluse eye wash		
Mop 5th well		
Mop filter plant	1	
B.S.A meeting		
Metro vac truck		
5th well annual grease,oil		
Filter plant service cL2 pumps	2	
Back wash sand filters WWTP	4 #1, #2, #3, #2	

Grit chamber new belt	
Filled oiler, greased screw pumps	4 Out door, in door.
Unplugged ras pump	2 Greased both ras pumps.
High service pump maintenace	
Cleaned sand filter pilot valve	
Lime on drying beds	
Pumping E.Q Basing	
Lift stations gens	4
Ferric chem pump maintence	
Flushed hydrant	
Pumped 2ndary scum pit	2
Sludge field Dancer road	1
Blower filters	
Pumped down firric man hole	
Open iron pond drain	
Installed Maintenance tags	
Greased raw pit blower	
Pumped down blending tank	
Installed exit lights	
Read water meters	
Handed out shut off	
Service chem pumps WWTP	
Rotated blower	
Disinfection Chambers W.W.T.P	1 #1 chamber heavy solids 12" depth.

Painting Clear Well W.T.P	1
Sewer Back Up	1 3355 Dover in home owners sewer lead. Village sewer main flowing fine.
Monthly Fire Extinguisher Inspection	6
Monthly Exit/Emergency Light Inspection	4

Total Work Orders 94

10-15-13

	10/7/2013	10/11/2013	5 days
Sewer	17		
Water	12		
Meter Fix - MXU/Wire	1		
New Meter Installation	1		
Water Shut Off/Turn On			
Liftstation Maintenance	4		
Miss Diggs	5		
Check Liftstation Floats	4		
Hose WWTP	1		
Backwash Filter Building	1	35,000 gal water.	
Final/Beginning Reads	1		
Arsenic Sampling	1		
Sewer Line Televising/Vactoring			
Test/Flush Eye Wash			
Mop 5th Well	1		
Mop Filter Building			
BS& A Meeting			
5th Well Maintenance			
Filter Plant - Chlorine Pump Maintenance			
5th Well - Chlorine Pump Maintenance			
Back Wash Sand Filters WWTP	1	#1	
Grit Chamber, New Belt-Greased	1		

	10/7/2013	10/11/2013	5 days
Fill Oiler, Grease Screw Pumps			
RAS Pump Maintenance			
High Service Pump Maintenance			
Sand Filter - Pilot Valve			
Lime on Drying Beds			
Pumping E.Q Basing	1		
Lift Station Generators			
Ferric Pump Maintenance			
Flush Hydrants			
Pumped Secondary Scum Pit			
Sludge Field Visit - Dancer Rd			
Blower Filter Maintenance			
Pump Down Ferric Manhole			
Open Iron Pond Drain			
Install Maintenance Tag			
Greased Raw Pit Blower			
Pumped Down Blending Tank			
Cleaned Operation Room	1		
Read Water Meters			
Shut Off Tags			
Service WWTP Chem Pumps			
Rotated Blower			
5th Well Pressure Test	2		
5 New Water Meters Oxford	1		

	10/7/2013	10/11/2013	5 days
Replaced Light Bulbs W.W.T.P			
Well #3 Back in service	1		
Total Work Orders	57		

Village of Dexter Community Garden 2013

AGENDA 10-28-13

ITEM I-3

# Village of Dexter



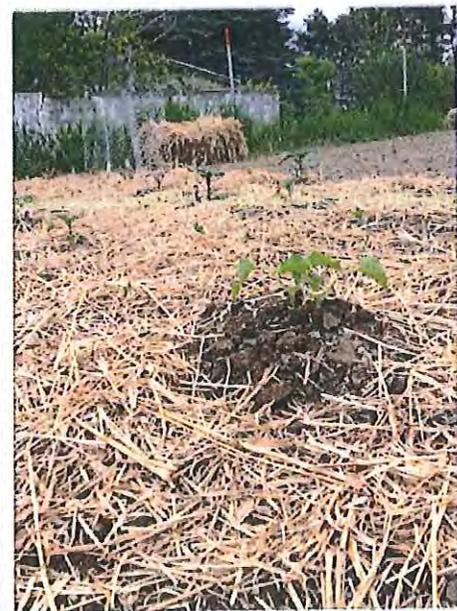
# Community Garden

2013 Season

## Getting the garden growing

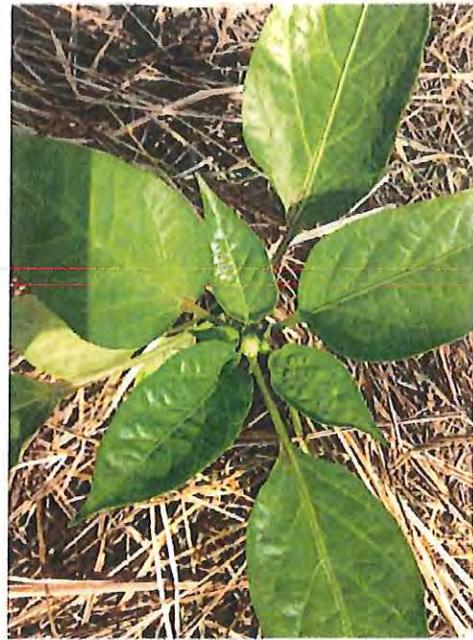
Garden applications were available from the late winter until spring through links on the Village of Dexter website. To promote the gardening program, a variety of resources were used to reach as many area residents as possible. Information was first made available on the Village website in January 2013. The Village spring newsletter further promoted the program. In early March, a number of flyers were placed on the information boards throughout the village. Flyers were also placed with several local businesses. An article was also placed in the Dexter Patch local news website. Dexter Library's electronic signage was utilized to promote awareness of the gardening program, as well. Finally, Walkabout Creek residents received a special article about the program in their community newsletter.

As in previous years, Village of Dexter residents had first priority over non-residents in applying for plots and returning gardeners were allowed to request the same plots as they had used previous season.



## Village of Dexter Community Garden 2013

After receiving confirmation of their plot applications, plots were assigned and gardeners were invited to participate in the Spring Work Party.



## Village of Dexter Community Garden 2013

After a particularly wet spring, plowing and staking out of the garden was completed on May 15th. On Saturday the 18th of May, a nice large group gardeners turned out for the Spring Work Party!



At this party, fencing was raised at the north and south ends of the garden and re-secured and repaired along the other sides. The north and south entrance gates were installed, mulch was spread in the main pathway, and gardeners had a great opportunity to meet their gardening neighbors and start planting.

## Exciting improvements

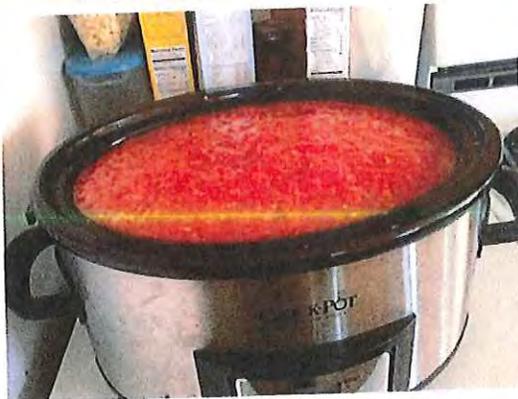
Thanks to wonderful support from the Village Council and the DPW, a new watering system was installed at the garden this spring. This included two new spigots at the garden.

The improvement was dramatic! Gardeners in the main garden were able to water with ease, with the hose staying in place in the garden and accessible at all times. The raised bed gardeners enjoyed having their own spigot and hose for simple and easy access right at the beds.



## End of the season

The garden clean up party was held on the 12th of October. Gardeners removed the entrance gates and brought in the north and south sections of the fence. The garden was also tidied up in preparation for the fall tilling. We had a nice turnout and gardeners exchanged thoughts and experiences aplenty!



## Community Garden Survey Results

*All gardeners were asked to participate in the Community Garden End-of-Season Survey. Not all gardeners responded to the survey, and not all of those responding answered all the questions.*

**Number of garden plots:** 16 full plots (or 32 half plots) and 4 raised beds

**Number of primary gardeners:** 18

**Number of surveys received:** 8

*The answers below represent combined totals and are based upon the best estimates of responding gardeners, extrapolated out to cover all the garden plot.*

**Total number of people who gardened with the Community Garden this season:** 65 among respondents, total likely nearer 100

### **What did you grow on your plot?**

Zucchini, peas, sweet corn, potatoes, green beans, cabbage, kale, brussels sprouts, basil, dill, sweet peppers, hot peppers, marigolds, cosmos, yellow squash, turnips, spinach, eggplant, watermelon, honey rock melons, carrots, sunflower, pumpkins, cucumbers, beets, radishes, lettuce, onions, tomatillos, and butternut squash!

**How much would you say you have harvested from your plot this season?** 700+ lbs

(Note: Many gardeners responded to this question with answers such as "2 shopping bags' full" or "25 ears of corn".)

**How much have you shared with others?** 200+ lbs

**How many people did you share your produce with?** 88 among respondents, total likely well over 100

(Note: this means that no fewer than **153** local residents enjoyed fresh healthful produce from the Community Garden this year!)



**VILLAGE OF DEXTER**[ddettling@dextermi.gov](mailto:ddettling@dextermi.gov)

8140 Main Street Dexter, MI 48130-1092

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

**MEMO**

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: October 23, 2013**  
**Re: Assistant Village Manager &  
Village Manager Report - Meeting of October 28, 2013**

## 1. Meeting Review:

- October 7<sup>th</sup> – Planning Commission Meeting
- October 8<sup>th</sup> – Steve Brouwer and DWC Investment LLC
- October 8<sup>th</sup> – Walking Map
- October 8<sup>th</sup> – DTE meeting re: Library Lighting
- October 8<sup>th</sup> – 5H Dexter Coalition Meeting
- October 9<sup>th</sup> – Regional Fire Meeting
- October 10<sup>th</sup> – Dexter Mill re: Central Street Project
- October 10<sup>th</sup> – AZ Shmina re: Sludge Project
- October 10<sup>th</sup> – Chamber of Commerce Ambassador Program
- October 15<sup>th</sup> – Parks & Recreation Commission
- October 16<sup>th</sup> – DDA Meeting
- October 17<sup>th</sup> – Meeting with Artist Regarding Placement and Design of Proposed Bicycle Sculpture
- October 18<sup>th</sup> – Dexter Mill re: Central Street Project
- October 21<sup>st</sup> – MDOT Grade Inspection Meeting re: 2014 Street Projects
- October 23<sup>rd</sup> – Union Negotiations
- October 23<sup>rd</sup> – Farmer's Market/Community Garden Oversight Committee

## 2. Upcoming Meetings:

- October 30<sup>th</sup> – Regional Fire Joint Meeting
- November 1<sup>st</sup> – Michigan Local Government Manager's "Next Gen" Training Session
- November 5<sup>th</sup> – Arts, Culture & Heritage Committee

3. Community Development Job Posting Update. Attached is the job posting for the Community Development Manager. As we discussed in the 10-14-13 work session, it is imperative that we fill the gap with a full-time administrative staff person to compete the duties of zoning, development and commission liaison as soon as possible. The plan is to have all the ads posted by 11-25-2013 and provide a soft deadline of 11-28-13 for a first review of applications and a statement that position is open until filled.

4. Reorganize Office Work Space. I am putting together a proposal to reorganize space in the village office. The goal is to improve work flow between and among the positions in the office. The plan would rework the entire space, moving temporary walls, moving people to different spaces, figuring out how to get rid of clutter and how to stage this task while operating and serving the public. It is important to make the most of the space we

have and since a new village office space is easily 3 years out or possibly longer, it makes sense to do what we can as cost effectively as we can to improve the current condition.

5. Speed Display. In response to complaints from residents on Parkridge that contractor and vehicles cutting through from Samuel to Parkridge are speeding, the speed display was placed on Parkridge. Attached are the reports which provide the vehicle count, average speeds, and peak speed. Of the 673 vehicles counted 28 were over 25 mph or less than 4%.
6. Central Street Project and Dexter Mill. Staff met with representatives from the Dexter Mill again on October 18, 2013. The concepts discuss that that meeting as well as a subsequent concept prepared by Patrick are **attached for your review**. I include alternate 2B, 2C and the Mill's preferred alternative 4. If you have a chance to drive by and see the lot, it was painted with alternate 2B and 2C.
7. Bicycle Sculpture. Lynn Babcock, Paul Cousins, Phil Arbour and Courtney Nicholls met with artist Rick DeTroyer to discuss the proposed bicycle sculpture. The discussion included issues raised by the Art Selection Committee including the ability of someone to climb on the sculpture and the look of the bikes that are planned to be used. Rick offered to make a model of the sculpture to help provide perspective on the look. Location was also discussed; areas under consideration include the corner of Second and Central near the Laundromat/car wash and Central near the railroad tracks on the Mill side.
8. Bike Hoops. The Village received \$2,000 in funding from the Chelsea Area Wellness Foundation for the purchase and installation of bike hoops at Mill Creek Park. Three locations were chosen and will have two bike hoops each. Attached are photos of the locations that were approved by the Parks & Recreation Commission and a photo of the style of hoop that was ordered. The hoops will be mounted in concrete post holes.
9. Mill Creek Park Phase II. At the October Parks & Recreation Commission meeting the Commission discussed Mill Creek Park Phase II. They would like to start talking about the plan for this project and some interim steps that could be taken before a possible Trust Fund Grant is applied for in 2017. Trustee and Parks & Recreation Commission ex-officio Fisher suggested that a joint session of Parks and Council could be arranged to discuss this project. We are schedule to receive STPU funding in 2017 for this project.
10. Asphalt Roller. \$40,000 was budgeted in the Equipment Replacement Fund to purchase a new Kubota. The actual cost ended up at \$30,300. Superintendent Schlaff has requested that the remaining funds be used to purchase an asphalt roller. Consideration of this expenditure will be on a future agenda.
11. River Terrace Trail at Central Street. Staff met with Patrick Droze to review the latest trail alignment. Attached is a memo from Patrick Droze summarizing design concerns that need to be resolved prior to bidding the project. We will be meeting with Coy Vaughn and Patrick Judd to review and resolve these concerns. It is also our goal to sort out the cost share on this project and provide a recommendation and estimate to Council for the Village's cost.

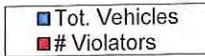
## HELP WANTED AD

The Village of Dexter is seeking a full-time Community Development Manager. This position is responsible for managing, directing and supervising community development activities for the Village of Dexter. Specific responsibilities include Zoning Administration, Planning and Development and serves as commission liaison for several commissions. Starting salary \$45,000 - \$50,000 plus benefit package. The successful candidate must have demonstrated problem solving and planning skills and experience performing in demanding circumstances. Bachelor's Degree in Planning, Public Administration or similar field required. Minimum three years of progressively responsible experience in planning, zoning, economic development programs, or related field required. Proven background in acquisition of alternative funding and project management preferred. The Village is an Equal Opportunity Employer.

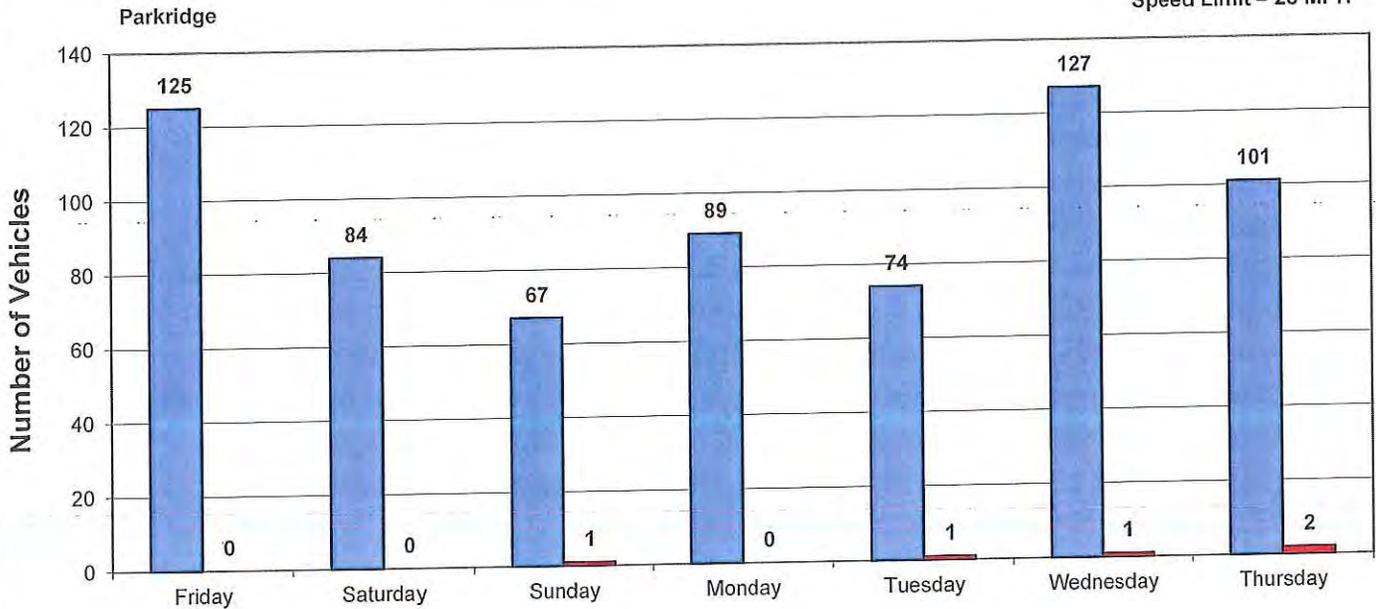
Submit cover letter and resume to the Village of Dexter, ATTN: Donna Dettling, 8140 Main Street, Dexter MI 48130-1092 or email to [ddettling@dextermi.gov](mailto:ddettling@dextermi.gov). First review of applications will occur on November 18, 2013, position open until filled.

# Charts Report

## Vehicle and Speed Violator Counts



Speed Limit = 25 MPH

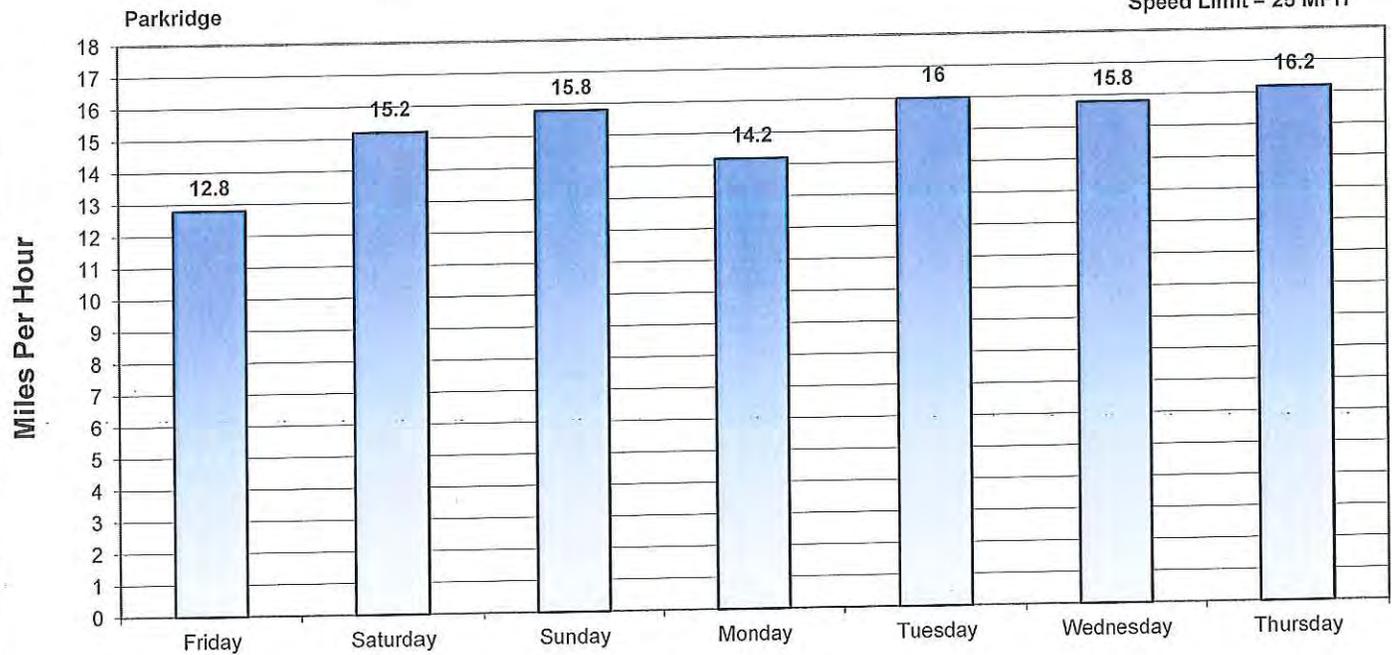


WEEK OF: 10/11/2013 - 10/17/2013

## Daily Average Speeds



Speed Limit = 25 MPH



WEEK OF: 10/11/2013 - 10/17/2013

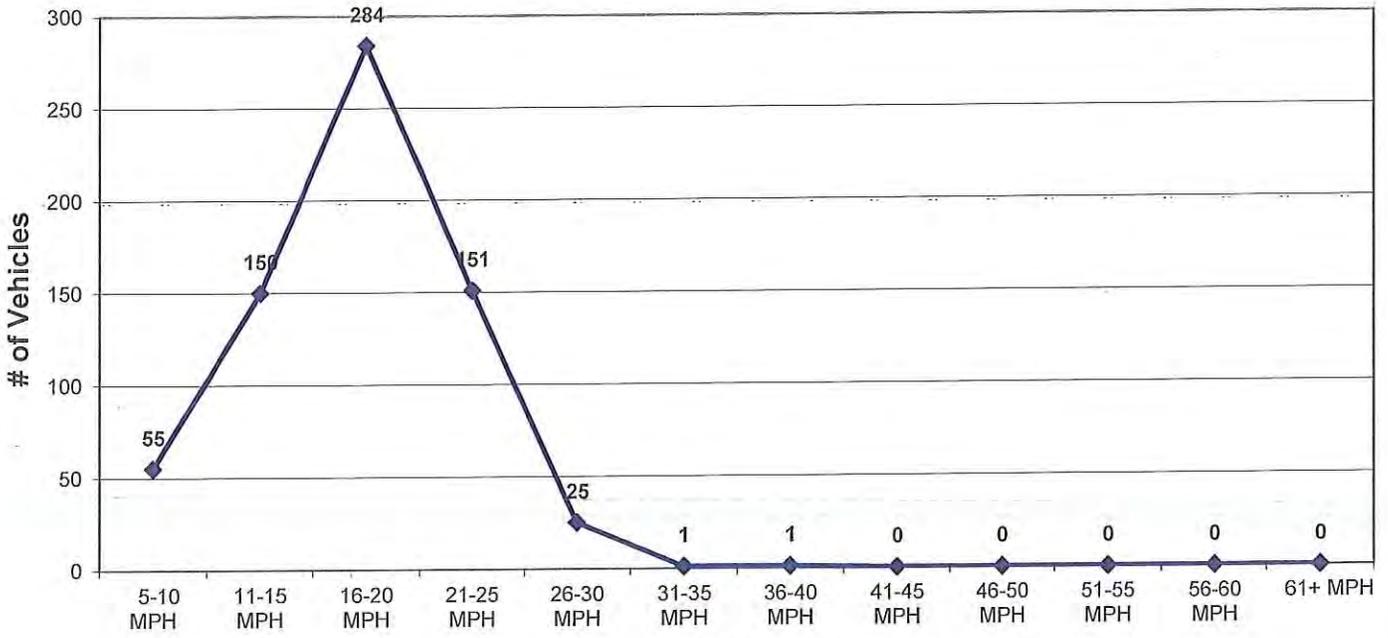
# Charts Report



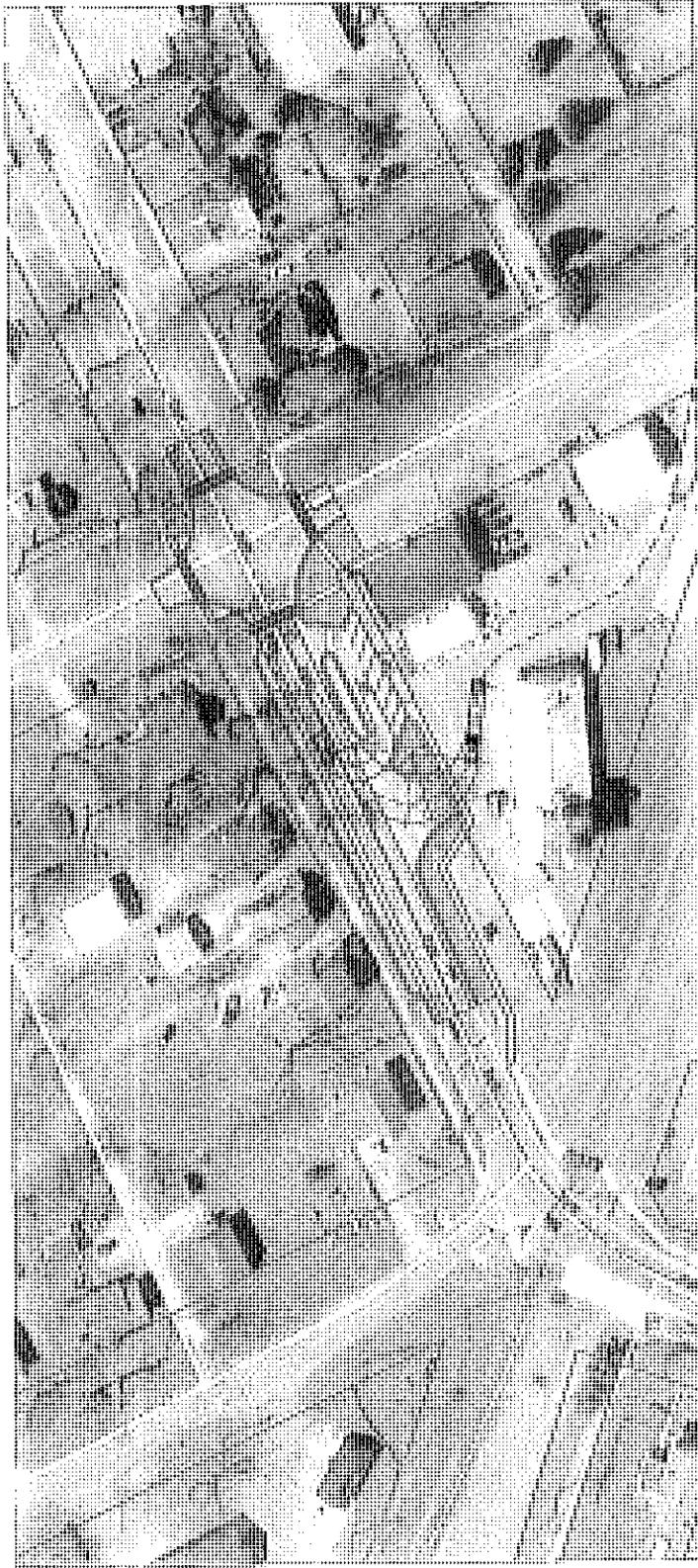
## Vehicle Count by Peak Speed Bins

Parkridge

Speed Limit = 25 MPH



WEEK OF: 10/11/2013 - 10/17/2013

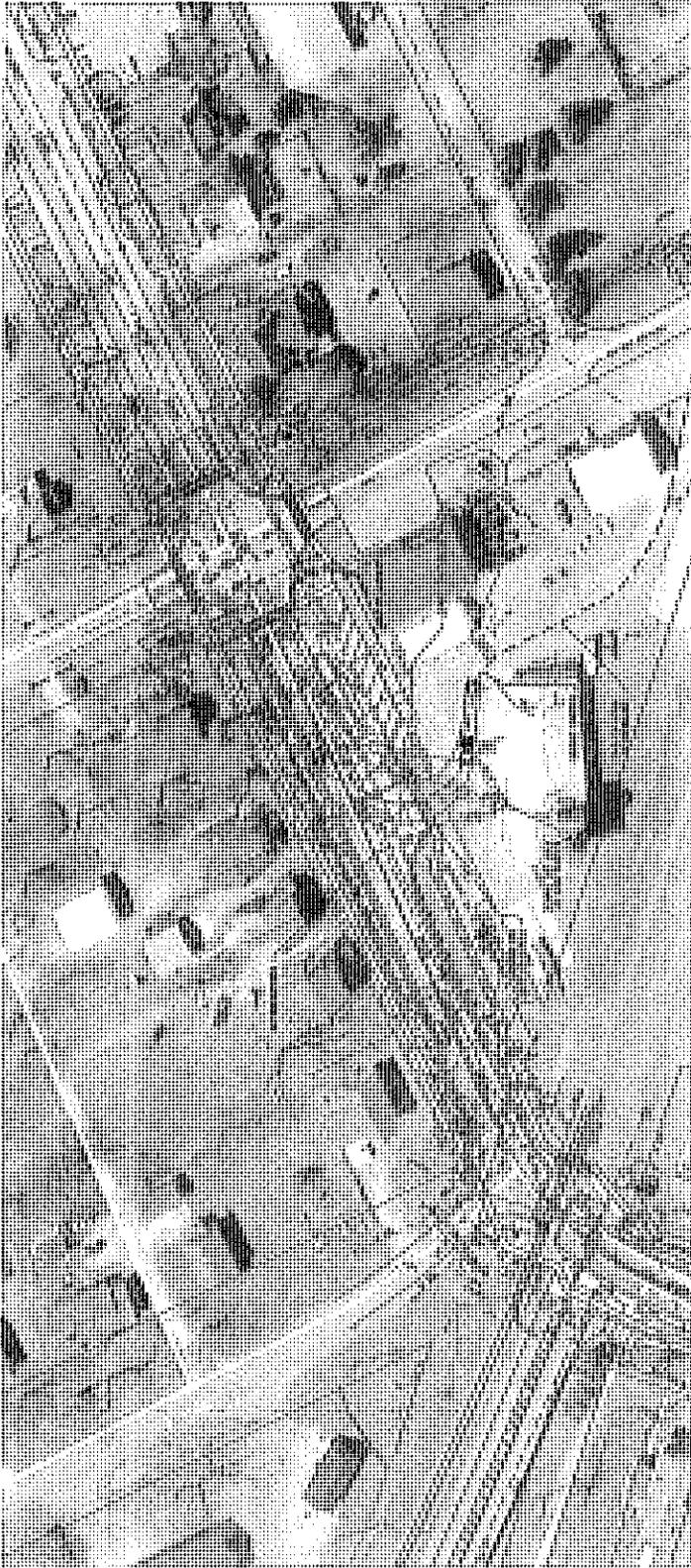


CENTRAL STREET  
 (99' R.O.W.)  
 ALTERNATE 2B  
 (10/19/2013)



SHEET	DATE	CDR	DRY/CHK	ENGR/CR	REVISION	TICK	ANIS	COUNT	DRAWING/PROJECT	SCALE	NOTE/REV	VERT. DATA
	11/13/13	TR	22	PMD	6	23	SE	VLS/STREETS	Dexter	1" = 40'	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	0130-13-0060
	VILLAGE OF DEXTER											
	REVISION	REVISION	REVISION									
	34000 Plymouth Road   Livonia, MI 48150   P (734) 422-6711   F (734) 522-6427										WWW.OHM-ADVISORS.COM	
COPYRIGHT © 2013 OHM ALL RIGHTS RESERVED. THIS DOCUMENT IS UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE REPRODUCED, DISTRIBUTED OR OTHERWISE MADE PUBLIC IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF OHM.												





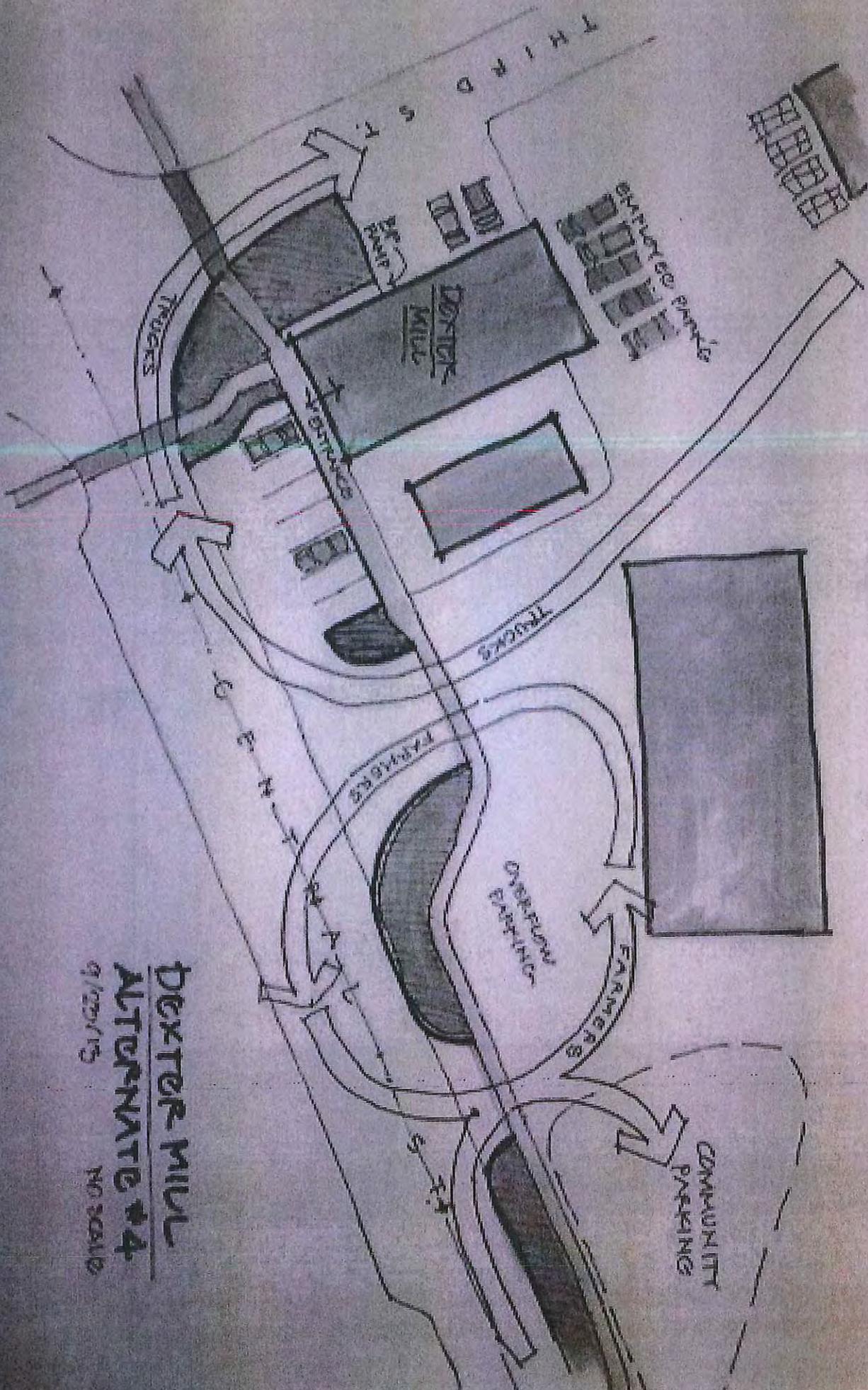
CENTRAL STREET

(99' R.O.W.)

ALTERNATE 2C  
(10/21/2013)



DATE		CASE NO.	EXTENSION	PROJECT	SECTION	PLAN	RANGE	SHEET	DATE	BY	CHKD.	APP'D.	SCALE	REVISION	DATE
		PR	27	PHS	6	25	2E			MSH/STW			1" = 40'	0130-13-0060	11/06/08
VILLAGE OF DEXTER										DIXIE/LAUREN/STW		DEXTER			
REVISED:										REVISED:		REVISED:			
34000 Plymouth Road   Livonia, MI 48150   P (734) 522-8711   F (734) 522-6427										WWW.OHM-ADVISORS.COM		OHM			
COPYRIGHT 2013 BY OHM ADVISORS AND WRITERS. ALL RIGHTS RESERVED. THESE DRAWINGS CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND ITS SALES MAY NOT BE REPRODUCED, DISTRIBUTED, OR EXAGGERATED WITHOUT PRIOR WRITTEN CONSENT OF OHM.															



DEXTER MILL  
 ALTERNATE #4  
 9/20/13  
 NO SCALE

# Bike Hoop Locations



2 hoops



2 hoops



2 hoops



alternative



*alternative*



Boulder Park (2 Hoops)



Dexter Commerce Center (6 Hoops)

## memorandum

**Date:** October 17, 2013

**To:** Donna Dettling, Village Manager

**cc:** Dan Schlaff, Superintendent of Public Services

**From:** Patrick Droze, P.E.

**Re:** Border to Border Trail Segment D1

In July 2012, the Washtenaw County Parks and Recreation Commission (WCPRC) provided design plans for a proposed trail connection between Central Street and a segment of the Border to Border trail that terminates immediately east of the Village DPW facility. It should be noted that preliminary designs predated this submittal by a number of years, but these plans represented the final design stage. Since that time, WCPRC has provided numerous design iterations to address concerns raised by the Village and Railroad along this corridor.

On October 9, 2013, the Village received additional design iteration from WCPRC. This particular design appeared to address the majority of the issues with the railroad. However, a review of the most recent plans still requires some further design to correct issues raised by Village staff. Before discussing these issues in detail, it is important to summarize the critical Village issues:

- Maintain access for the Northeast Sanitary Sewer Interceptor (north of tracks)
- Maintain access for the Raw Water Line (north of tracks)
- Maintain safe access to the DPW facility from Central Street
- Protect critical utilities at the DPW facility (Raw water, transmission mains, sanitary forcemain)
- Accommodate future proposed storage bin improvements
- Improve drainage on western portion of the DPW property

### DETAILED DISCUSSION OF DESIGN CONCERNS

A review of the plans noted the following detailed concerns that will require resolution prior to construction.

Station	Comment	Recommendation
0+25	The southern edge of the DPW drive does not align with the existing concrete driveway	Saw cut portions of the existing concrete and widen driveway approach to accommodate.
0+30	A panel has been installed for the lighting system. Show this on the plan and ensure that	Update drawing
4+50	The catch basin shall specify a 2' sump	Update drawing
4+60	Advance warning and "STOP" signage shall be placed for the driveway crossing shall be provided at the crossing of the DPW driveway.	Update drawing



5+00	<p>The plan proposed retention pond. We note the following issues:</p> <ul style="list-style-type: none"> <li>• The pond is located in the location of the proposed DPW bulk storage area.</li> <li>• a suitable outlet or sizing computations are not provided that might to confirm that adequate infiltration can be realized.</li> <li>• The retention pond will result in additional maintenance requirements for the Village DPW.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide a drainage outlet for the retention basin such as the storm sewer plan provided in July 2013.</li> </ul>
6+00 to 8+25	<p>The plan proposes to cut a swale over the existing transmission lines. The water mains already have less than desirable cover and removing additional material cannot be permitted.</p>	<ul style="list-style-type: none"> <li>• Eliminate swale and route drainage to the proposed storm sewer system.</li> <li>• Remove the cobble stone pad and check dam</li> </ul>
7+15	<p>Water mains are not shown on the plan.</p>	<p>Draw water mains in plan view and profile view.</p>
10+50	<p>The plans show a roadway exiting the eastern portion of the DPW Yard. The plan indicates that the cost will be paid for by others.</p>	<ul style="list-style-type: none"> <li>• It is felt that this cost should be borne by WCPRC and not by the Village.</li> <li>• An acceptable alternative would be for the to be eliminated and the B2B paved surface could be utilized as the access route for access to the Northeast Interceptor and the Raw Water Line.</li> <li>• -It should be noted that the Village will already have rights to drive over the pathway to access the manhole at Station 8+40.</li> </ul>

**DISCUSSION OF PROJECT COORDINATION**

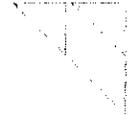
In the interest of constructing a design that meets the needs of all affected parties (MDOT, WCPRC and the Village) we would encourage the final design to consider incorporating the following additional items:

PAVED DPW DRIVEWAY

The current proposal includes paving the 10' wide B2B trail then placing a curb and constructing a new 16 to 20 foot wide gravel; DPW driveway immediately adjacent to the curb. It is believed that winter plowing operations will likely result in the occasional presence of gravel deposits on the pathway. It is believed that this could be avoided by paving a single paved surface (26 to 30 foot wide) and delineating the separation using a pavement marking in lieu of a curb. The drainage could then be accommodated within a swale on the south side of the road. The work would result in an incremental cost increase to the project. We estimate that the paving of the DPW driveway would add approximately \$50,000 to the cost of the project.

CONSTRUCTION OF A STORM SEWER OUTLET

As noted in the review section, the current project routes all storm sewer to a retention pond at a location that conflicts with the DPW's long-term vision to construct bulk storage bins along the western property line. We recognize that the proposed outfall location was selected due to the inability to tap into the existing storm sewer within the Village DPW yard and the gap between what WCPRC is willing to pay for and what the Village desires for this area.



Reviewing the proposal in greater detail and recognizing that the drainage area has large areas of non-vegetated gravel areas, we feel that this method of storm water management may prove problematic if sediments plug the retention basin and prohibit infiltration. Due to the degree of uncertainty surrounding the final plan at the time of preparing this memorandum it's difficult to quantify the annual maintenance of this basin. However, it is likely that occasional pump-down and dredging operations may be necessary to ensure that infiltration is maintained. As we understand this project, the responsibility to perform this will be with the Village DPW.

A preferred plan would be for this drainage to be routed into the village's existing detention basin. This basin already includes an engineered forebay with an outfall. A plan for this has been prepared previously which demonstrates that the sewer can be constructed that has ample vertical fall to drain not only the D1 trail, but also the DPW bulk storage area in its entirety. This alternative allows for the Village to fully utilize the western edge of the property for bulk storage and maintain a single permitted outfall to the Huron River. The estimated cost of the storm sewer to serve the D1 trail is estimated at \$35,000 (includes construction phase inspection).

### COST SHARE

We understand that the Village is willing to participate at some level to cover their cost share on improvements. To help assign these, we recommend that an agreement is prepared that computes shares of the work for various work being performed. The shares can be computed based on the benefit realized by involved parties.

Based on our initial review, it appears that the Village should commit to 100% of the costs to pave the driveway as this will be used exclusively by the Village. We recommend that the cost of the storm sewer is equated based on the share of runoff generated by the Village components and the WCPRC components.

Other areas that may be considered for cost share include the relocation of the gate as well as clearing and grading in the DPW Bulk Storage area if spoil areas are needed by the B2B trail contractor



Village President Report by Shawn Keough  
October 28, 2013

AGENDA 10-28-13  
ITEM I-6

Hello Residents and Fellow Council Members,

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

Recent Meetings and Activities

Facility Committee Participation – On October 16<sup>th</sup>, the facility committee visited two of the newer fire stations in Washtenaw County. Chief Yates set up these site visits and accompanied the committee. We visited the Ann Arbor Township Fire Station located off of Goss Road (south of Plymouth Road and east of Earhart) first and then visited the Superior Township Fire Station located on Ford Road at Prospect.

Wellness Center Sale – There have not been any meetings between the DWC partnership and the Village/DDA since our last Council meeting on October 14, 2013. On October 18, 2013, there was one conversation between the Village/DDA attorney (Scott Munzel) and the DWC attorney as a follow-up to the DDA meeting on October 16, 2013 (see below). I have prepared a letter to the Michigan Strategic Fund describing the impact of the sale on the Village's Downtown Development Authority. My goal is to get the letter to the MSF prior to their October 23, 2013 meeting.

October 15, 2013 – I attended a meeting with a few other Village representatives, Joe Schultz of the Dexter Chamber and several representatives of the Dexter Mill (owners and their architect) to discuss the Central Street project and the alternatives for parking along the front of the Dexter Mill. The discussion is starting to narrow in on a concept originally presented by the Mill's architect. The concept has been refined by OHM and is currently painted on the existing asphalt pavement.

October 16, 2013 – Village Downtown Development Authority meeting – the meeting discussion centered around the Impact of the Wellness Center Sale to a non-profit organization and the offer made to the DDA by the Dexter Wellness Center current ownership (DWC LLC). The DDA went into closed session to discuss an attorney client privilege communication that was prepared by the Village/DDA attorney Scott Munzel. Council will have a chance to review and discuss this communication in closed session as part of the October 28, 2013 meeting agenda. The DDA has until November 1, 2013 to accept the offer made by the DWC partners and is considering having a special DDA meeting on October 30, 2013 to continue their discussion and make a decision.

Future Activities

October 23, 2013 – Union Negotiation meeting

October 28, 2013 – Village Council Meeting

October 30, 2013 – Special Downtown Development Authority Meeting

October 30, 2013 – Regional Fire Department Meeting – A joint meeting between all 4 Boards plus the firefighters has been scheduled for October 30, 2013 at 7 p.m. at Webster Township Hall. This date is a rare 5<sup>th</sup> Wednesday of the month and we are hoping it fits on the majority of people's schedules. It is clear that the Village and Scio are both currently supporting the draft Interlocal with their past motions of support. The goal is to try and understand any concerns as a group that may exist in Dexter Township and Webster Township. We also want there to be an opportunity for the firefighters to be heard by all if they have any comments. We are hoping that a round table discussion can present an opportunity for a healthy discussion and get any remaining issues in front of everyone. I hope that everyone is able to attend.

November 5, 2013 – Please remember to come out and vote for your City Charter Commission members. This is an important opportunity to choose the residents that will be involved in writing the initial draft of our City Charter.

Happy Halloween to everyone! I hope to see you around our town!

Shawn Keough, Village President  
skeough@DexterMI.gov

(313) 363-1434 (cell)



**SUMMARY OF BILLS AND PAYROLL** **28-Oct-13**

Payroll Check Register	10/16/2013	\$37,866.20	
Employer Retirement Contributions (paid via electronic transfer)	10/16/2013	\$3,429.47	
Account Payable Check Register	10/29/2013	\$395,479.82	

		<b>\$436,775.49</b>	<b>TOTAL BILLS &amp; PAYROLL EXPENDED ALL FUNDS</b>
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Summary Items from Bills & Payroll		Amount	Comments
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The due date column on the accounts payable worksheets represent the date of the Council Meeting

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**ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS  
 DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED**


*"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."*


EXP CHECK RUN DATES 10/10/2013 - 10/23/2013  
JOURNALIZED OPEN AND PAID  
BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. A.Z.SHMINA	164,538.14		
2. ALEXANDER CHEMICAL CORPORATION	2,901.38		
3. ALLIED EAGLE SUPPLY CO	486.36		
4. ANN ARBOR LANDSCAPING INC.	1,550.00		
5. AT&T	312.23		
6. BARRETT PAVING MATERIALS INC	143.07		
7. BIO SYSTEMS INTERNATIONAL	334.09		
8. BIOTECH	10,087.50		
9. BRIDGEWATER TIRE COMPANY, INC.	289.34		
10. BRUCE WHITLEY	175.00		
11. CARLISLE-WORTMAN ASSOCIATES	4,827.50		
12. CIESA DESIGN	198.00		
13. COMCAST - DPW	148.90		
14. COMCAST	266.21		
15. CORRIGAN OIL COMPANY	2,122.63		
16. CRIBLEY WELL DRILLING CO INC	23.75		
17. DETROIT PUMP & MANUFACTURING	333.58		
18. DIVERSIFIED INSPECTION INDEPEN	811.20		
19. DTE ENERGY	5,996.43		
20. ELHORN ENGINEERING CO	1,566.00		
21. ETNA SUPPLY CO	10,780.32		
22. F&V OPERATIONS	3,546.74		
23. GRIFFIN PEST CONTROL INC	375.00		
24. HALEY MECHANICAL	115.00		
25. I.T. RIGHT INC.	1,985.00		
26. IDEXX DISTRIBUTION CORP	859.76		
27. JENNY'S MARKET	99.00		
28. KENNEDY INDUSTRIES, INC.	1,504.00		
29. KNOX COMPANY	269.00		
30. LOWE'S BUSINESS ACCOUNT	158.51		
31. MASTERCRAFT PLUMBING	539.00		
32. METRO ENVIROMENTAL SERVICES	10,901.25		
33. MICHIGAN SECTION AWWA	95.00		
34. MUNICIPAL CODE CORPORATION	700.00		
35. MUNICIPAL SUPPLY CO.	1,179.39		
36. NORTHERN SAFETY CO INC	321.57		
37. OLGA AUSTIN	405.00		
38. ORCHARD, HILTZ & MCCLIMENT INC	51,061.50		
39. PNC	1,076.52		
40. POSTMASTER	402.92		
41. PROFESSIONAL PUMP INC.	98.39		
42. RAYMER	11,519.00		
43. RICOH AMERICAS CORPORATION	765.00		
44. RUHLIGS PRODUCE	20.00		
45. SCIO TOWNSHIP	375.24		
46. SIGNS IN 1 DAY	1,470.00		
47. SMALL BUSINESS ASSOC OF MICH	16,756.21		
48. SMITHGROUP JJR	1,660.00		
49.76 STAPLES BUSINESS ADVANTAGE	1,298.56		

User: erin

DB: Dexter

EXP CHECK RUN DATES 10/10/2013 - 10/23/2013

JOURNALIZED OPEN AND PAID

BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
50. SUN VALLEY EQUIPMENT	19.68		
51. SUPERIOR PLAY LLC	3,356.00		
52. THE SUN TIMES	44.55		
53. UNUM LIFE INSURANCE	404.72		
54. US BANK CORPORATE TRUST	28,678.75		
55. USA BLUE BOOK	276.75		
56. UTILITIES INSTRUMENTATION SERV	559.00		
57. VERIZON WIRELESS	496.67		
58. VICTOR STANLEY, INC.	2,970.00		
59. VIEBAHN, TODD	150.41		
60. WASHTENAW COUNTY TREASURER	1,322.67		
61. WASTE MANAGEMENT OF MICHIGAN	39,752.43		
***TOTAL ALL CLAIMS***	395,479.82		

User: erin  
 DE Dexter  
 78

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER  
 EXP CHECK RUN DATES 10/10/2013 - 10/23/2013  
 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 101.000	VILLAGE COUNCIL						
101-101.000-802.000	PROFESSIONAL SERVICES	SCIO TOWNSHIP	FIRE DEPT CONSOLIDATION	2301	10/28/13	375.24	40192
101-101.000-901.000	PRINTING & PUBLISHING	POSTMASTER	NEWSLETTER POSTAGE	10/22/13	10/28/13	402.92	
101-101.000-956.000	COUNCIL DISCRETIONARY EX	PNC	MISC	10/21/13	10/28/13	41.39	
101-101.000-959.000	ARTS, CULTURE & HERITAGE	SIGNS IN 1 DAY	BANNER	24748	10/28/13	1,470.00	
			Total For Dept 101.000 VILLAGE COUNCIL			2,289.55	
Dept 172.000 VILLAGE MANAGER							
101-172.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	2,855.71	
101-172.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	PERIOD NOV 2013	10/22/13	10/28/13	109.30	
101-172.000-727.000	OFFICE SUPPLIES	STAPLES BUSINESS ADVA	OFFICE SUPPLIES	10/22/13	10/28/13	104.08	
101-172.000-802.000	PROFESSIONAL SERVICES	PNC	MISC	10/21/13	10/28/13	204.00	
			Total For Dept 172.000 VILLAGE MANAGER			3,273.09	
Dept 215.000 VILLAGE CLERK							
101-215.000-815.000	ORDNANCE CODIFICATION	MUNICIPAL CODE CORPOR	ANNUAL CODE	00234024	10/28/13	700.00	
101-215.000-901.000	PRINTING & PUBLISHING	THE SUN TIMES	PUBLIC NOTICE	39519	10/28/13	44.55	
			Total For Dept 215.000 VILLAGE CLERK			744.55	
Dept 253.000 TREASURER							
101-253.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	1,198.43	
101-253.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	PERIOD NOV 2013	10/22/13	10/28/13	32.50	
			Total For Dept 253.000 TREASURER			1,230.93	
Dept 265.000 BUILDINGS & GROUNDS							
101-265.000-727.000	OFFICE SUPPLIES	STAPLES BUSINESS ADVA	OFFICE SUPPLIES	10/22/13	10/28/13	548.88	
101-265.000-803.000	CONTRACTED SERVICES	CIESA DESIGN	WEBSITE	11097	10/28/13	198.00	
101-265.000-803.000	CONTRACTED SERVICES	GRIFFIN PEST CONTROL	BEES	10/22/13	10/28/13	250.00	
101-265.000-920.000	UTILITIES	COMCAST	OFFICE	10/23/13	10/28/13	266.21	
101-265.000-920.000	UTILITIES	DTE ENERGY	8014 MAIN	10/21/13	10/28/13	267.00	
101-265.000-936.000	COMMUNITY GARDEN	RICOH AMERICAS CORPOR	COPIER	90946122	10/28/13	765.00	
101-265.000-962.000	EQUIPMENT	OLGA AUSTIN	COMMUNITY GARDEN	10/23/13	10/28/13	405.00	
101-265.000-977.000	EQUIPMENT	I.T. RIGHT INC.	OFFICE COMPUTERS	20135062	10/28/13	1,810.00	
101-265.000-977.000	EQUIPMENT	I.T. RIGHT INC.		20135079	10/28/13	175.00	
			Total For Dept 265.000 BUILDINGS & GROUNDS			4,685.09	
Dept 285.000 VILLAGE TREE PROGRAM							
101-285.000-731.001	LANDSCAPE SUPPLIES - TRE	ANN ARBOR LANDSCAPING	TREES	10/21/13	10/28/13	1,350.00	
101-285.000-803.000	CONTRACTED SERVICES	ANN ARBOR LANDSCAPING	TREES	10/21/13	10/28/13	200.00	
			Total For Dept 285.000 VILLAGE TREE PROGRAM			1,550.00	
Dept 301.000 LAW ENFORCEMENT							
101-301.000-807.000	LAW ENFORCEMENT	WASHTEENAW COUNTY TREA	LAW ENFORCEMENT OT	23226	10/28/13	1,322.67	
			Total For Dept 301.000 LAW ENFORCEMENT			1,322.67	
Dept 400.000 PLANNING DEPARTMENT							
101-400.000-802.000	PROFESSIONAL SERVICES	CARLISLE-WORTMAN ASSO	PLANNING	21310-126	10/28/13	4,320.00	
101-400.000-802.000	PROFESSIONAL SERVICES	CARLISLE-WORTMAN ASSO	PLANNING	21310-127	10/28/13	507.50	
			Total For Dept 400.000 PLANNING DEPARTMENT			4,827.50	
Dept 441.000 DEPARTMENT OF PUBLIC WORKS							
101-441.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	1,634.66	
101-441.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	PERIOD NOV 2013	10/22/13	10/28/13	32.85	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 441.000	DEPARTMENT OF PUBLIC WORKS						
101-441.000-740.000	OPERATING SUPPLIES	ALLIED EAGLE SUPPLY C	DPW	574434	10/28/13	169.76	
101-441.000-740.000	OPERATING SUPPLIES	STAPLES BUSINESS ADVA	OFFICE SUPPLIES	10/22/13	10/28/13	35.20	
101-441.000-751.000		CORRIGAN OIL COMPANY	DPW	5817439	10/28/13	511.44	
101-441.000-920.000		COMCAST - DPW	DPW	10/21/13	10/28/13	148.90	
101-441.000-920.001	UTILITIES - TELEPHONES	VERIZON WIRELESS	CELLULAR	10/23/13	10/28/13	184.85	
101-441.000-955.000	MISCELLANEOUS	BRUCE WHITLEY	DPW	10/21/13	10/28/13	175.00	
101-441.000-955.000	MISCELLANEOUS	VIEBARN, TODD	REIMBURSEMENT	10/22/13	10/28/13	150.41	
		Total For Dept 441.000	DEPARTMENT OF PUBLIC WORK			3,043.07	
Dept 442.000 DOWNTOWN PUBLIC WORKS							
101-442.000-730.000	FARMERS MARKET SUPPLIES	RUHLIGS PRODUCE	FARMER'S MARKET	10/22/13	10/28/13	20.00	
101-442.000-731.000	LANDSCAPE SUPPLIES	JENNY'S MARKET	PUMPKINS & CORNSTALKS	10/21/13	10/28/13	99.00	
101-442.000-740.000	OPERATING SUPPLIES	ALLIED EAGLE SUPPLY C	DPW	574434	10/28/13	316.60	
		Total For Dept 442.000	DOWNTOWN PUBLIC WORKS			435.60	
Dept 447.000 ENGINEERING							
101-447.000-830.000	ENGINEERING CONSULTING	ORCHARD, HILTZ & MCCL	INVOICES THRU AUGUST 3RD 2013	10/22/13	10/28/13	713.75	
		Total For Dept 447.000	ENGINEERING			713.75	
Dept 448.000 MUNICIPAL STREET LIGHTS							
101-448.000-920.003	UTILITIES - STREET LIGHT	DTE ENERGY	STREETLIGHTS	10/22/13	10/28/13	5,729.43	
		Total For Dept 448.000	MUNICIPAL STREET LIGHTS			5,729.43	
Dept 528.000 SOLID WASTE							
101-528.000-805.000	CONTRACTED SOLID WASTE S	WASTE MANAGEMENT OF M	COMMERCIAL	7302282	10/28/13	20,216.50	
101-528.000-805.000	CONTRACTED SOLID WASTE S	WASTE MANAGEMENT OF M	RESIDENTIAL	73001318	10/28/13	19,535.93	
		Total For Dept 528.000	SOLID WASTE			39,752.43	
Dept 751.000 PARKS & RECREATION							
101-751.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	263.65	
101-751.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	PERIOD NOV 2013	10/22/13	10/28/13	5.30	
101-751.000-802.000	PROFESSIONAL SERVICES	SMITHGROUP JJR	MILL CREEK PARK	0097847	10/28/13	1,660.00	
101-751.000-937.000	EQUIPMENT MAINTENANCE &	VICTOR STANLEY, INC.	PARK BENCHES	S126747	10/28/13	2,970.00	
101-751.000-955.000	MISCELLANEOUS	PNC	MISC	10/21/13	10/28/13	150.00	
101-751.000-977.000	EQUIPMENT	SUPERIOR PLAY LLC	DPW	13-726-3	10/28/13	3,356.00	
		Total For Dept 751.000	PARKS & RECREATION			8,404.95	
Dept 850.000 LONG-TERM DEBT							
101-850.000-996.004	'06 FACILITIES BOND INTE	US BANK CORPORATE TRU	LIMITED TAX GO BOND	10/14/13	10/14/13	28,678.75	40190
		Total For Dept 850.000	LONG-TERM DEBT			28,678.75	
Dept 851.000 INSURANCE & BONDS							
101-851.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	587.70	
		Total For Dept 851.000	INSURANCE & BONDS			587.70	
Fund 202 MAJOR STREETS FUND							
Dept 451.000	CONTRACTED ROAD CONSTRUCTION						
202-451.000-974.009	CENTRAL STREET PROJECT	ORCHARD, HILTZ & MCCL	INVOICES THRU AUGUST 3RD 2013	10/22/13	10/28/13	9,920.00	
202-451.000-975.015	ANN ARBOR STREET PROJECT	METRO ENVIRONMENTAL SE	WWTP	49412	10/28/13	7,331.25	
202-451.000-975.015	ANN ARBOR STREET PROJECT	ORCHARD, HILTZ & MCCL	INVOICES THRU AUGUST 3RD 2013	10/22/13	10/28/13	14,525.25	

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INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER  
 EXP CHECK RUN DATES 10/10/2013 - 10/23/2013  
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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
<b>Fund 202 MAJOR STREETS FUND</b>							
<b>Dept 451.000 CONTRACTED ROAD CONSTRUCTION</b>							
			Total For Dept 451.000 CONTRACTED ROAD CONSTRUCT			31,776.50	
<b>Dept 463.000 ROUTINE MAINTENANCE</b>							
202-463.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	1,792.86	
202-463.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	PERIOD NOV 2013	10/22/13	10/28/13	27.55	
		Total For Dept 463.000 ROUTINE MAINTENANCE				1,820.41	
<b>Dept 474.000 TRAFFIC SERVICES</b>							
202-474.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	421.85	
202-474.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	PERIOD NOV 2013	10/22/13	10/28/13	8.48	
		Total For Dept 474.000 TRAFFIC SERVICES				430.33	
<b>Dept 478.000 WINTER MAINTENANCE</b>							
202-478.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	843.69	
202-478.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	PERIOD NOV 2013	10/22/13	10/28/13	16.96	
		Total For Dept 478.000 WINTER MAINTENANCE				860.65	
		Total For Fund 202 MAJOR STREETS FUND				34,887.89	
<b>Fund 203 LOCAL STREETS FUND</b>							
<b>Dept 463.000 ROUTINE MAINTENANCE</b>							
203-463.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	PERIOD NOV 2013	10/22/13	10/28/13	8.48	
203-463.000-802.000	PROFESSIONAL SERVICES	GRIFFIN PEST CONTROL	BEES	10/22/13	10/28/13	125.00	
203-463.000-803.002	PAVEMENT MANAGEMENT	BARRETT PAVING MATERI	DPW	163982	10/28/13	143.07	
		Total For Dept 463.000 ROUTINE MAINTENANCE				276.55	
<b>Dept 474.000 TRAFFIC SERVICES</b>							
203-474.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	105.46	
203-474.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	PERIOD NOV 2013	10/22/13	10/28/13	2.12	
		Total For Dept 474.000 TRAFFIC SERVICES				107.58	
<b>Dept 478.000 WINTER MAINTENANCE</b>							
203-478.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	210.92	
203-478.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	PERIOD NOV 2013	10/22/13	10/28/13	4.24	
		Total For Dept 478.000 WINTER MAINTENANCE				215.16	
		Total For Fund 203 LOCAL STREETS FUND				599.29	
<b>Fund 204 MUNICIPAL STREETS</b>							
<b>Dept 248.000 ADMINISTRATION</b>							
204-248.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	637.39	
		Total For Dept 248.000 ADMINISTRATION				637.39	
<b>Dept 402 EQUIPMENT REPLACEMENT FUND</b>							
<b>Dept 441.000 DEPARTMENT OF PUBLIC WORKS</b>							
402-441.000-939.000	VEHICLE MAINTENANCE & RE	BRIDGEWATER TIRE COMP	DPW	64327	10/28/13	289.34	
402-441.000-939.000	VEHICLE MAINTENANCE & RE	DIVERSIFIED INSPECTIO	DPW	228706	10/28/13	811.20	
402-441.000-939.000	VEHICLE MAINTENANCE & RE	SUN VALLEY EQUIPMENT	DPW	26647	10/28/13	19.68	
		Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK				1,120.22	
		Total For Fund 402 EQUIPMENT REPLACEMENT FUND				1,120.22	

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
<b>Fund 403 SRF PROJECT FUND</b>							
Dept 907.000	SLUDGE PROJECT						
403-907.000-830.000	ENGINEERING CONSULTING	ORCHARD, HILTZ & MCCL	INVOICES THRU AUGUST 3RD 2013	10/22/13	10/28/13	24,287.50	
403-907.000-970.000	CAPITAL IMPROVEMENTS	A. Z. SHMINA	PAYMENT # 12	10/21/13	10/28/13	164,538.14	
			Total For Dept 907.000 SLUDGE PROJECT			188,825.64	
			Total For Fund 403 SRF PROJECT FUND			188,825.64	
<b>Fund 590 SEWER ENTERPRISE FUND</b>							
Dept 548.000	SEWER UTILITIES DEPARTMENT						
590-548.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	3,240.53	
590-548.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	810.28	
590-548.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	PERIOD NOV 2013	10/22/13	10/28/13	94.17	
590-548.000-740.000	OPERATING SUPPLIES	CRBLEY WELL DRILLING	WWTP	10/21/13	10/28/13	23.75	
590-548.000-740.000	OPERATING SUPPLIES	STAPLES BUSINESS ADVA	OFFICE SUPPLIES	10/22/13	10/28/13	305.20	
590-548.000-742.000	CHEMICAL SUPPLIES - PLAN	ALEXANDER CHEMICAL CO	WWTP	10010631	10/28/13	645.29	
590-548.000-742.000	CHEMICAL SUPPLIES - PLAN	ALEXANDER CHEMICAL CO	WWTP	10-21-13	10/28/13	990.40	
590-548.000-742.000	CHEMICAL SUPPLIES - PLAN	BIO SYSTEMS INTERNATI	WWTP	081011759	10/28/13	334.09	
590-548.000-743.000	CHEMICAL SUPPLIES - LAB	IDEXX DISTRIBUTION CO	WWTP	2722261149	10/28/13	859.76	
590-548.000-751.000		CORRIGAN OIL COMPANY	WWTP	5817440	10/28/13	365.43	
590-548.000-751.000		CORRIGAN OIL COMPANY	WWTP	5820342	10/28/13	876.27	
590-548.000-802.000	PROFESSIONAL SERVICES	F&V OPERATIONS	WWTP	471	10/28/13	3,546.74	
590-548.000-802.000	PROFESSIONAL SERVICES	UTILITIES INSTRUMENTA	WWTP	530341974	10/28/13	256.50	
590-548.000-803.003	SLUDGE HAULING	BIOTECH	WWTP	1051	10/28/13	10,087.50	
590-548.000-803.005	SEWER LINE MAINTENANCE	METRO ENVIROMENTAL SE	WWTP	49452	10/28/13	3,570.00	
590-548.000-920.001		AT&T	4264572	10/22/13	10/28/13	156.12	
590-548.000-920.001	UTILITIES - TELEPHONES	VERIZON WIRELESS	CELLULAR	10/23/13	10/28/13	170.91	
590-548.000-935.000	BUILDING MAINTENANCE & R	HALEY MECHANICAL	WWTP	20170	10/28/13	115.00	
590-548.000-935.000	BUILDING MAINTENANCE & R	KNOX COMPANY	8140 MAIN	10/21/13	10/28/13	269.00	
590-548.000-977.000	EQUIPMENT	KENNEDY INDUSTRIES, I	WWTP	548838	10/28/13	1,504.00	
			Total For Dept 548.000 SEWER UTILITIES DEPARTMENT			28,220.94	
			Total For Fund 590 SEWER ENTERPRISE FUND			28,220.94	
<b>Fund 591 WATER ENTERPRISE FUND</b>							
Dept 000.000	ASSETS, LIABILITIES & REVENUE						
591-000.000-255.001	DEPOSITS FOR PAYMENT TO	ETNA SUPPLY CO	WWTP	10/21/13	10/28/13	3,458.89	
			Total For Dept 000.000 ASSETS, LIABILITIES & REV			3,458.89	
<b>Dept 556.000 WATER UTILITIES DEPARTMENT</b>							
591-556.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	1,738.27	
591-556.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	PERIOD NOV 2013	10/22/13	10/28/13	414.81	
591-556.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	PERIOD NOV 2013	10/22/13	10/28/13	62.77	
591-556.000-740.000	OPERATING SUPPLIES	LOWE'S BUSINESS ACCOU	WWTP	6035670	10/28/13	41.55	
591-556.000-740.000	OPERATING SUPPLIES	NORTHERN SAFETY CO IN	WWTP	900621036	10/28/13	321.57	
591-556.000-740.000	OPERATING SUPPLIES	PNC	MISC	10/21/13	10/28/13	501.13	
591-556.000-740.000	OPERATING SUPPLIES	STAPLES BUSINESS ADVA	OFFICE SUPPLIES	10/22/13	10/28/13	305.20	
591-556.000-743.000	CHEMICAL SUPPLIES - LAB	ALEXANDER CHEMICAL CO	WWTP	10010639	10/28/13	645.29	
591-556.000-743.000	CHEMICAL SUPPLIES - LAB	ALEXANDER CHEMICAL CO	WWTP	10/21/13	10/28/13	620.40	
591-556.000-743.000	CHEMICAL SUPPLIES - LAB	ELHORN ENGINEERING CO	WWTP	253557	10/28/13	1,566.00	
591-556.000-751.000		CORRIGAN OIL COMPANY	WWTP	5814540	10/28/13	369.49	
591-556.000-802.000	PROFESSIONAL SERVICES	MASTERCRAFT PLUMBING	WWTP	15454	10/28/13	539.00	
591-556.000-802.000	PROFESSIONAL SERVICES	PAYMER	WWTP	15662	10/28/13	11,519.00	
591-556.000-920.001		AT&T	4264572	10/22/13	10/28/13	156.11	

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Fund 591 WATER ENTERPRISE FUND							
Dept 556.000	WATER UTILITIES DEPARTMENT						
591-556.000-920.001	UTILITIES - TELEPHONES	VERTIZON WIRELESS	CELLULAR	10/23/13	10/28/13	140.91	
591-556.000-935.000	BUILDING MAINTENANCE & R	LOWE'S BUSINESS ACCOU	SUPPLIES	2429824	10/28/13	116.96	
591-556.000-937.000	EQUIPMENT MAINTENANCE &	ETNA SUPPLY CO	WWTP	10/21/13	10/28/13	195.00	
591-556.000-937.000	EQUIPMENT MAINTENANCE &	PROFESSIONAL PUMP INC	WWTP	5058678	10/28/13	98.39	
591-556.000-937.000	EQUIPMENT MAINTENANCE &	UTILITIES INSTRUMENTA	WWTP	530341973	10/28/13	302.50	
591-556.000-960.000	EDUCATION & TRAINING	MICHIGAN SECTION AWWA	WWTP	10/21/13	10/28/13	95.00	
591-556.000-960.000	EDUCATION & TRAINING	PNC	MISC	10/21/13	10/28/13	180.00	
591-556.000-977.000	EQUIPMENT	DETROIT PUMP & MANUFA	WWTP	1023610	10/28/13	333.58	
591-556.000-977.000	EQUIPMENT	ETNA SUPPLY CO	WWTP	10/21/13	10/28/13	7,126.43	
591-556.000-977.000	EQUIPMENT	MUNICIPAL SUPPLY CO.	DPW	66450	10/28/13	1,179.39	
591-556.000-977.000	EQUIPMENT	USA BLUE BOOK	WWTP	172682	10/28/13	276.75	
Total For Dept 556.000 WATER UTILITIES DEPARTMENT						28,845.50	
Total For Fund 591 WATER ENTERPRISE FUND						32,304.39	
Fund 701 TRUST & AGENCY FUND							
Dept 000.000	ASSETS, LIABILITIES & REVENUE						
701-000.000-254.000-D	SPR - DEXTECH	ORCHARD, HILTZ & MCCL	INVOICES THRU AUGUST 3RD 2013	10/22/13	10/28/13	1,405.00	
701-000.000-254.000-L	SPR - LAFONTAINE	ORCHARD, HILTZ & MCCL	INVOICES THRU AUGUST 3RD 2013	10/22/13	10/28/13	210.00	
Total For Dept 000.000 ASSETS, LIABILITIES & REV						1,615.00	
Total For Fund 701 TRUST & AGENCY FUND						1,615.00	
Fund Totals:							
Fund 101 GENERAL FUND						107,269.06	
Fund 202 MAJOR STREETS FUND						34,887.89	
Fund 203 LOCAL STREETS FUND						599.29	
Fund 204 MUNICIPAL STREETS						637.39	
Fund 402 EQUIPMENT REPLACEMENT FUND						1,120.22	
Fund 403 SRP PROJECT FUND						188,825.64	
Fund 590 SEWER ENTERPRISE FUND						28,220.94	
Fund 591 WATER ENTERPRISE FUND						32,304.39	
Fund 701 TRUST & AGENCY FUND						1,615.00	
Total For All Funds:						395,479.82	

AGENDA 10-28-13

ITEM L-1

## **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: October 28, 2013**  
**Re: Blackhawk Agreement**

Attached is a copy of the proposed Settlement Agreement that brings closure to a right of way dispute. Blackhawk brought a law suit against John Kingsley acting as the developer of Dexter Commerce Center under the LLC Dexter Development. The Village is a party to this lawsuit due to the Development Agreement that Kingsley entered into with the village to develop the Commerce Center.

In July of 2005 the Michigan Supreme Court ruled in Blackhawk's favor. The Court upheld that an easement granted for realignment and construction of Dan Hoey Road did NOT allow for the construction of an access drive off of Dan Hoey or access to Lexington Road off of Dan Hoey.

The proposed Settlement Agreement will resolve this dispute and place the property in dispute under the control of the village.

**Motion: To approve the Settlement Agreement and authorize the Village Manager to enter into the agreement.**

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between (1) Blackhawk Development Corporation ("BDC"); (2) Dexter Crossing, LLC ("DCL") (collectively BDC and DCL shall be referred to herein as "Blackhawk"); (3) John V. Kingsley, Jr. ("Kingsley"), (4) Dexter Development Company, LLC ("DDC"), and (5) Village of Dexter ("Dexter") in connection with Blackhawk Development Corporation, et. al. v Village of Dexter, et. al., Civil Action No. 00-0000724-CZ, filed in the Washtenaw County Circuit Court for the State of Michigan, (the "Lawsuit"). Dexter, Blackhawk, Kingsley and DDC are collectively referred to herein as the "Parties." The effective date of this Agreement shall be the last date on which any party signs the Agreement ("Effective Date").

A. The Lawsuit involves claims asserted against Dexter and DDC for Trespass, Declaratory Judgment and Injunctive Relief, among other claims, relating to Dexter's exercise of its easement rights over certain Property located in Dexter, as more particularly described herein ("Subject Property");

B. Kingsley and DDC entered into a Development Agreement with Dexter dated November 24, 1999 ("Development Agreement"), which contained an indemnification provision ("Indemnification") relating to certain matters raised in the Lawsuit; and

C. The Parties now wish to settle the Lawsuit in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, it is hereby agreed as follows:

### **1. Blackhawk Settlement with Dexter**

A. Blackhawk shall receive from Dexter a non-monetary credit of \$75,000 applicable toward water and/or sewer tap fees owed Dexter ("Credit") with respect to the existing single family and condominium development property currently located in Dexter Crossings and the office parcel west of the commercial center (collectively the "Dexter Crossing Development Property"), which Credit shall only be applicable to prospective applications (i.e. from and after the Effective Date) for water and/or sewer tap fees due Dexter as it relates to the Dexter Crossing Development Property, as such property is more specifically identified in **Exhibit A**. Except as provided in subsection 1(B), the Credit shall only be available to be drawn down upon to offset actual future fees due Dexter from the Dexter Crossing Development Property, if and when a unit within the Dexter Crossing Development Property taps into the water and/or sewer lines in Dexter, where water and/or sewer tap fees would normally be due Dexter. Any person or entity seeking a water or sewer tap in the Dexter Crossing Development Property must obtain prior written approval from Dexter before tapping into any sewer

and/or water lines and must comply with all ordinance and/or other ordinary course requirements in Dexter for such water/sewer taps.

B. To the extent any property within the Dexter Crossing Development Property has been sold to a third party, Blackhawk shall be entitled to recover \$3,000 per each water fee and \$5,000 per each sewer fee to the extent such fees have actually been paid to Dexter by such third party for a water or sewer tap(s) as the case may be (each a "Credit Reimbursement Payment"). In no event shall Dexter be required to pay Blackhawk any Credit Reimbursement Payment unless Dexter has first received monies for the respective water or sewer tap from the third party.

C. Notwithstanding anything to the contrary herein, in no event shall Blackhawk be entitled to receive more than a total of \$75,000 in Credit and Credit Reimbursement Payments combined. By way of example only, if one unit in the Dexter Crossing Development Property had been sold and the new owner paid \$8,000 in water/sewer tap fees and Dexter subsequently provided Blackhawk with a Credit Reimbursement Payment for each as set forth herein, the Credit would be reduced to \$67,000.

Notwithstanding anything to the contrary herein, no third party shall be entitled to the Credit and there are no third party beneficiaries under this Agreement. The Credit is solely for the benefit of Blackhawk. The Credit shall not be sold to third parties and shall not be redeemed for cash except as set forth herein. Nothing in this Agreement is intended to modify or waive the requirements of the Dexter Ordinances.

## **2. Kingsley/DDC Settlement with Dexter and Blackhawk**

A. In full settlement of the Indemnification under the Development Agreement and any claims of Blackhawk of any kind or nature whatsoever arising from or related to the Lawsuit, Kingsley and DDC, jointly and severally, shall pay Dexter ten thousand (\$10,000) Dollars and No/100 ("Kingsley Settlement") as follows:

(1) Upon written notice ("Notice") to Kingsley and DDC, by Dexter that a Credit or Credit Reimbursement Payment has been issued to Blackhawk, then Kingsley and DDC shall pay to Dexter that portion of the Credit or Credit Reimbursement Payment that Dexter issued, up to a maximum of \$10,000 (a "Kingsley Payment"). By way of example, if the Credit is drawn down by Blackhawk in the amount of \$8,000 (i.e. \$3,000 for water tap and \$5,000 for a sewer tap) or Dexter issues a Credit Reimbursement Payment to Blackhawk of \$8,000, with respect to a particular Dexter Crossing Development Property, Kingsley shall make a Kingsley Payment of \$8,000 to Dexter within 60 days after Notice. The remaining sum of the Kingsley Settlement, shall be paid upon the next Notice.

(2) Any Kingsley Payment shall be paid to Dexter within sixty (60) days after Notice.

(3) In no case shall Kingsley or DDC be required to pay more than a total of \$10,000 in satisfaction of its indemnification obligations or any claims of Blackhawk of any kind or nature whatsoever arising from or related in any way to the Lawsuit.

### **3. Dismissal with Prejudice**

It is further agreed and understood that a Stipulated Order of Dismissal in the form attached hereto as **Exhibit B**, with prejudice and without costs, expenses or fees to any party, dismissing all claims that were brought or could have been brought by Blackhawk against any of the other parties in the Lawsuit shall be entered upon the Closing of the transaction contemplated by this Agreement and the Parties hereby direct their respective attorneys to enter into such Stipulated Order of Dismissal and have the same immediately thereafter filed in the pending Lawsuit. The Parties covenant and agree not to bring any additional claims, complaints or suits against each other arising from the claims asserted in the Lawsuit or relating in any way to the allegations asserted therein, or as to any claims, complaints or causes of action which were brought or could have been brought by the Parties, whether known or unknown pertaining to the Subject Property.

### **4. Conveyance**

Blackhawk shall convey to Dexter marketable title to the Subject Property (the "Conveyance") as provided in the Conveyance Agreement, **Exhibit C** hereto.

If, prior to the Conveyance, Dexter elects, in its sole and absolute discretion, not to take title to the Subject Property then it shall notify Blackhawk in writing and this Agreement will be deemed null and void and none of the Parties shall have any further obligations under this Agreement. Notwithstanding anything to the contrary herein, if Dexter elects to provide the Termination, the Parties acknowledge and agree that this Settlement Agreement, the Conveyance Agreement, and any communications or drafts related to the agreements shall not be admissible in any Court or other proceedings related to the Subject Property.

### **5. Resolution of Lawsuit and Blackhawk Release**

The Parties acknowledge that this Agreement resolves all of the claims of the Parties arising out of the Lawsuit and that the Parties deny any and all liability to each other or any one of them, and that the execution of this Agreement and the performance of the acts required by the Agreement does not constitute an admission of liability by any of the Parties.

#### **A. Mutual Release**

Except for claims arising from a breach of this Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually release each other and their respective subsidiaries, affiliates, former and current, officers, directors, shareholders, transferees, members, board members, managers, representatives, agents, contractors, volunteers, principals, employees, heirs,

spouses executors, administrators, trustees, attorneys, and all other related persons, firms or legal entities of each of them and their respective successors and assigns (collectively, the "Settling Parties"), of and from any and all claims, liabilities, obligations, expenses, damages, judgments, executions, liens, costs, expenses, fees, compensation, actions, inactions, demands and causes of action of any kind or nature whatsoever, at law or in equity, whether presently known or unknown, which the Settling Parties now have or ever had at any time, or may have at any time in the future up to and including the date of this Agreement relating in any way to any of the issues or matters raised in the Lawsuit (or which could have been raised in the Lawsuit, regardless of whether known or unknown. Notwithstanding anything to the contrary herein, this release does not release or waive any claims which arise hereafter with regard to breaches and/or defaults under this Agreement nor any actual or potential claims which any of the Parties may now or in the future have against any other party arising from the matters unrelated to the Subject Property or Lawsuit.

#### **6. Binding Effect**

This Agreement shall bind, and its benefits shall inure to, the Parties and their respective successors and assigns. Each party to this Agreement represents and warrants that as of the date of the execution of this Agreement, they have not assigned or transferred or purported to have assigned or transferred to any person, firm, company, association, or entity whatsoever, any of the claims identified in this Agreement.

#### **7. Ownership**

Blackhawk represents and warrants that it is the fee owner of the Subject Property at issue in the Lawsuit.

#### **8. Governing Law**

This Agreement is made under and shall be governed by the laws of the State of Michigan.

#### **9. Entire Agreement**

This Agreement (together with its exhibits) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous communications, representations, understandings, agreements, negotiations and discussions, either oral or written, between the Parties with regard to the settlement of the Lawsuit. The Parties further acknowledge and agree that there are no oral or written communications, representations, understandings or agreements, directly or indirectly related to, arising out of, or connected with this Agreement that are not set forth herein. The Parties further acknowledge that they may hereafter discover facts different from or in addition to those which they know or believe to be true with respect to the claims released herein and agree that this Agreement shall

nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.

The signatories hereto have had full and complete access and assistance from competent counsel and fully and completely understand all of their rights and responsibilities as involved herein. It is understood and agreed by the parties hereto that this Agreement shall be construed without any regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted and that counsel for the signatories hereto have mutually participated in the drafting and preparation of this Agreement.

**10. Representation**

The signatories of the Parties hereto represent that they have authority and all required approvals to execute this Agreement and bind the respective party, on whose behalf they are signing, to the terms and conditions of this Agreement.

**11. Assignment**

This Agreement (or the rights and/or obligations hereunder) shall not be assigned or transferred by any Party, except as for specifically set forth herein.

**12. Amendment**

It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by all of the parties executing this Agreement. The Parties each acknowledge and agree that they will make no claim at any time or place that this Agreement has been orally altered or modified in any respect whatsoever.

**13. Counterparts**

This Settlement Agreement may be executed in one or more counterparts, all of which shall be considered one instrument, and a copy or facsimile of each will be deemed an original and shall be binding when one or more counterparts have been signed by each of the Parties.

**[SIGNATURES ON NEXT PAGE]**

**Blackhawk Development Corporation**

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

Its: \_\_\_\_\_

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

**Dexter Crossing, LLC**

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

Its: \_\_\_\_\_

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

**Dexter Development Company, LLC**

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

Its: \_\_\_\_\_

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

**John V. Kingsley, Jr., Individually**

By: \_\_\_\_\_  
John V. Kingsley, Jr., Individually

**Village of Dexter**

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

Its: \_\_\_\_\_

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

**EXHIBIT A**

**[DEXTER CROSSING DEVELOPMENT PROPERTY]**

**Single Family Lots**

1	3544 Lexington Circle	HD-08-08-260-066
2	3552 Lexington Circle	HD-08-08-260-068
3	3556 Lexington Circle	HD-08-08-260-069
4	3523 Lexington Circle	HD-08-08-260-077
5	6955 Wellington Drive	HD-08-08-260-088

**Victoria Condos**

6	289 Victoria Drive	HD-08-08-021
7	291 Victoria Drive	HD-08-08-022
8	293 Victoria Drive	HD-08-08-023
9	295 Victoria Drive	HD-08-08-024
10	297 Victoria Drive	HD-08-08-025
11	299 Victoria Drive	HD-08-08-026
12	301 Victoria Drive	HD-08-08-027
13	303 Victoria Drive	HD-08-08-028
14	305 Victoria Drive	HD-08-08-029
15	307 Victoria Drive	HD-08-08-030
16	309 Victoria Drive	HD-08-08-031
17	311 Victoria Drive	HD-08-08-032

**Office Parcel:**

HD-\_\_\_\_-\_\_\_\_-\_\_\_\_

EXHIBIT B  
[STIPULATED ORDER OF DISMISSAL]

**EXHIBIT C**  
**(CONVEYANCE AGREEMENT)**

## Conveyance Agreement

THIS CONVEYANCE AGREEMENT ("Agreement") is made and entered into by and between (1) Blackhawk Development Corporation ("BDC"); (2) Dexter Crossing, LLC ("DCL") (collectively BDC and DCL shall be referred to herein as "Blackhawk"); and (3) Village of Dexter ("Dexter"). Dexter and Blackhawk are collectively referred to herein as the "Parties." The effective date of this Agreement shall be the last date on which any party signs the Agreement ("Effective Date").

WHEREAS Blackhawk is in the process of selling its properties located in the Village of Dexter, and there remains a small parcel of its property which is entirely separated by Dan Hoey Road from Blackhawk's remaining properties. Dexter has indicated an interest in owning this small parcel of land which is more particularly legally described in the attached Exhibit A (the "Property");

For \$10 and other good and valuable consideration, the receipt of which is hereby acknowledged Blackhawk shall convey to Dexter, via Warranty Deed, in the form attached hereto as Exhibit B, marketable title to the Property (the "Conveyance"). The Conveyance shall fully comply with the terms and conditions set forth in this Agreement.

### **A. Representations, Warranties and Covenants of BLACKHAWK:**

(i) Blackhawk represents and warrants to Dexter that Blackhawk possesses fee simple title to the Property, and shall convey same free of liens or encumbrances of any kind at Closing, provided that the Parties acknowledge an existing encumbrance on the Property by Fifth Third Bank ("Fifth Third Lien"), which Blackhawk shall undertake all reasonable efforts to remove prior to Closing as a condition precedent to Closing. Provided that, in the event the Fifth Third Lien is not discharged at or before Closing, Dexter may terminate this Agreement as provided for in Section C.

(ii) Blackhawk represents and warrants to Dexter that Blackhawk has no actual or constructive knowledge of any contract(s) or agreements of any kind relating to the management, leasing, licensing, operation, maintenance or repair of the Property.

(iii) Blackhawk represents and warrants to Dexter that there are no pending, or, to Blackhawk actual knowledge, threatened judicial, municipal or administrative proceedings affecting the Property other than a Civil Action No. 00-0000724-CZ, filed in the Washtenaw County Circuit Court for the State of Michigan, which is being dismissed.

(iv) Blackhawk represents and warrants to Dexter that, to the best of Blackhawk's knowledge, there has been no storage, treatment, disposal, generation, transportation or release of any hazardous materials by Blackhawk or by any other person or entity for which Blackhawk is or may be held responsible, at, on, under, or about the Property (or any portion thereof) in violation of, or which could give rise to any

claim, obligation or liability under, the laws of the State of Michigan or the United States of America.

(v) From and after the date Effective Date of this Agreement, Blackhawk shall not sell, convey, burden, or encumber the Property in any manner whatsoever, (whether by mortgage, lease, lien, easement, restriction, or otherwise).

(vi) Blackhawk shall deliver to Dexter possession of the Property in substantially the same condition as exists as of the date of this Agreement

(vii) Blackhawk has no knowledge of any assessments, charges, paybacks, or obligations requiring payment of any nature or description against the Property which remain unpaid.

**B. Due Diligence Period:**

(i) For a period of thirty (30) days after the Effective Date of this Agreement (the "Due Diligence Period"), Dexter, its agents, representatives, employees and contractors, at Dexter's expense, shall have the right to conduct whatever inspections, soil investigations, zoning investigations, engineering studies, environmental studies, wetland analysis, title review, and such other investigations and studies, including review of title and survey, relating to the Property, which Dexter deems appropriate, in order to determine, in Dexter's sole and absolute discretion, whether the Property is acceptable to Dexter.

(ii) If during the Due Diligence Period, Dexter determines the Property is acceptable then it shall notify Blackhawk in writing, within ten (10) days after the expiration of the Due Diligence Period, of its acceptance of the Property (the "Acceptance") and the Parties shall proceed to Closing as set forth herein. Dexter acknowledges that, if it proceeds to Closing, it is accepting the Property in "As Is Where Is" condition with all faults. The Closing shall occur within fourteen (14) days after the Acceptance, subject to the Conditions Precedent in Section C below.

(iii) If during the Due Diligence Period, Dexter determines the Property is not acceptable then it shall notify Blackhawk in writing, within ten (10) days after the expiration of the Due Diligence Period, of its termination of this Agreement (the "Termination"). If Dexter elects to issue the Termination, then (1) this Agreement will be deemed null and void and none of the Parties shall have any further obligations under this Agreement. Notwithstanding anything to the contrary herein, if Dexter elects to provide the Termination, the Parties acknowledge and agree that this Agreement shall not be admissible in any Court or other proceedings related to the Property.

(iv) Purchaser shall, at Purchaser's expense, restore any damage to the Property, caused as a result of such physical inspection during the Due Diligence Period, to the condition that existed prior to such inspection.

**C. Conditions Precedent to Closing.**

In addition to the other conditions enumerated in this Agreement, the following shall be additional Conditions Precedent to Dexter's obligation to close hereunder:

- (i) **Physical Condition.** The physical condition of the Property shall be substantially the same on the Closing Date as on the date of this Agreement.
- (ii) **Pending Actions.** At Closing, there shall be no administrative agency, litigation or governmental proceeding of any kind whatsoever, pending or threatened, that, after Closing, would, in Purchaser's sole (but reasonable) discretion, materially and adversely affect the value or marketability of the Property.
- (iii) **Representations and Warranties.** As of the Closing Date, the representations and warranties made by Seller to Purchaser shall be true, accurate and correct as if specifically remade at that time.
- (iv) **Land Division.** As of the Closing Date, a land division, properly subdividing the Property which is being conveyed under this agreement shall have been approved by all required governmental and administrative bodies, if the Property has not already been split or subdivided. There shall not be a cost associated with the Village dividing the Property for purposes of the transfer contemplated herein, provided, however, that any other fees for divisions of other properties of Blackhawk shall be the responsibility of Blackhawk.
- (v) **Discharge of Liens.** At or before the Closing date, the Property shall be free and clear of all liens and encumbrances, including, without limitation, the Fifth Third Lien.

In the event that any of the foregoing Conditions Precedent are not fulfilled to Dexter's sole and absolute satisfaction, then Dexter may terminate this Agreement, by providing written notice to Blackhawk or Blackhawk's counsel (which notice may be by email) and this Agreement will be deemed null and void and none of the Parties shall have any further obligations under this Agreement. Provided however, that if any of the foregoing Conditions Precedent are not fulfilled, and Dexter does not terminate this Agreement and instead elects to proceed to Closing, then Dexter waives any such Condition Precedent and accepts the Property subject to any such condition.

**D. Closing:** Dexter shall appoint a Title Company to issue a title policy and handle the Closing. Blackhawk shall deliver to the Title Company, a Warranty Deed, in the form attached hereto as Exhibit B, which shall convey marketable and insurable title to the Property, free and clear of any known liens or encumbrances, except as provided for in Section C, and conforming to all applicable recording requirements, along with a valuation affidavit, if required, covering the Property;

- (i) Dexter shall be entitled to obtain a policy of title insurance, together with

any endorsements it may request, at its sole cost;

(ii) The Parties shall execute a closing statement setting forth the various prorrations and adjustments at Closing, as set forth below;

(iii) Blackhawk shall deliver to Dexter an Owner's Affidavit, in form acceptable to the Title Company and Dexter, executed by Blackhawk.

(iv) Blackhawk shall deliver to Dexter an affidavit, in form acceptable to Dexter, executed by Blackhawk, certifying that Blackhawk and all persons or entities holding an interest are not non-resident aliens or foreign entities, as the case may be, such that the Blackhawk and such interest holders are not subject to tax under the Foreign Investment and Real Property Tax Act of 1980.

(v) Blackhawk shall deliver to Dexter certificates or such other instruments reasonably necessary to evidence that the execution and delivery of this Agreement, and all documents to be executed and delivered by Blackhawk hereunder, have been authorized by Blackhawk and that all persons or entities who have executed documents on behalf of Blackhawk in connection with the transaction have due authority to act on behalf of Blackhawk;

(vi) Blackhawk shall deliver a Bill of Sale, acceptable to Dexter, conveying any personal property within the Property to Dexter, free and clear of all liens or encumbrances.

(vii) The Parties each shall deliver to the other such other documents or instruments as shall reasonably be required by the Title Company to consummate the transaction contemplated herein and/or to cause the issuance of the policy of title insurance which, in all events, shall not increase such party's liability hereunder or decrease such party's rights hereunder.

(viii) At or before Closing, Blackhawk shall have vacated the Property and shall deliver possession of the Property to Dexter at Closing and as a condition of Closing.

#### **E. Adjustments and Prorrations:**

The following adjustments and prorrations shall be made as of the Closing computed to, and including, the Closing Date.

(i) All current real estate taxes levied against any portion of the Property shall be prorated and adjusted between the parties in accordance with the date such real estate taxes first become due and payable to the municipality or taxing authority levying such taxes, and shall be paid by Blackhawk or Dexter, as the case may be in accordance with the due date method.

(ii) Blackhawk represents that it has not caused any water, electricity, sewer, gas, telephone, cable and other utility charges related to the Property.

(iii) The Michigan and County documentary tax and other taxes or charges levied on the transfer and conveyance contemplated herein, if any, shall be paid by Dexter.

**F. Brokerage:**

Each party hereto represents and warrants to the other that it has dealt with no brokers or finders in connection with this transaction. The Parties each hereby indemnify, protect and defend and hold the other harmless from and against all losses, claims, costs, expenses, damages (including, but not limited to, attorneys' fees of counsel selected by the indemnified party) resulting from the claims of any broker, finder, or other such party, other than the Broker, claiming by, through or under the acts or agreements of the indemnifying party. The obligations of the Parties pursuant to this Section shall survive any termination of this Agreement.

**G. Governing Law**

This Agreement is made under and shall be governed by the laws of the State of Michigan.

**H. Entire Agreement**

This Agreement (together with its exhibits) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous communications, representations, understandings, agreements, negotiations and discussions, either oral or written, between the Parties with regard to the conveyance of the Property. The Parties further acknowledge and agree that there are no oral or written communications, representations, understandings or agreements, directly or indirectly related to, arising out of, or connected with this Agreement that are not set forth herein. The Parties further acknowledge that they may hereafter discover facts different from or in addition to those which they know or believe to be true with respect to the claims released herein and agree that this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.

The signatories hereto have had full and complete access and assistance from competent counsel and fully and completely understand all of their rights and responsibilities as involved herein. It is understood and agreed by the parties hereto that this Agreement shall be construed without any regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted and that counsel for the signatories hereto have mutually participated in the drafting and preparation of this Agreement.

**I. Representation**

The signatories of the Parties hereto represent that they have authority and all required approvals to execute this Agreement and bind the respective party, on whose

behalf they are signing, to the terms and conditions of this Agreement.

**J. Assignment**

This Agreement (or the rights and/or obligations hereunder) shall not be assigned or transferred by any Party, except as for specifically set forth herein.

**K. Amendment**

It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by all of the parties executing this Agreement. The Parties each acknowledge and agree that they will make no claim at any time or place that this Agreement has been orally altered or modified in any respect whatsoever.

**L. Counterparts**

This Settlement Agreement may be executed in one or more counterparts, all of which shall be considered one instrument, and a copy or facsimile of each will be deemed an original and shall be binding when one or more counterparts have been signed by each of the Parties.

**Blackhawk Development Corporation**

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

Its: \_\_\_\_\_

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

**Village of Dexter**

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

Its: \_\_\_\_\_

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

**EXHIBIT A**  
**[PROPERTY LEGAL DESCRIPTION]**

**EXHIBIT B**  
**[WARRANTY DEED]**

AGENDA 10-28-13

ITEM 1-2

OHM

Advancing Communities

ARCHITECTS. ENGINEERS. PLANNERS.

## memorandum

**Date:** October 23, 2013

**To:** Donna Dettling, Village Manager  
**cc:** Dan Schlaff, Superintendent of Public Services  
**From:** Rhett Gronevelt, PE

**Re:** Sludge Handling Improvement – Project Update

Donna-

We discussed that it would be timely to provide the Village Council with an update on the overall status of the above mentioned project. The following is a brief summary. The last update similar to this was provided to the Utility Committee around the end of July, I believe. I will also be available on 10/28 to answer any additional questions.

### Project Schedule

The nature of the project is such that various components of the overall project will come on-line independent of each other as they are completed. As of October 21<sup>st</sup>, the following systems have been placed in operation:

- Primary Sludge Pit and Valves
- Raw Sludge Transfer Pumps/Grinders and Piping
- Primary Scum Pump
- Secondary Scum Pump
- Return Activated Sludge (RAS) Piping and Valves (excluding automatic controls)

The Contractor's most recent schedule, provided on October 16<sup>th</sup>, shows the following completion dates for other major items of work:

- Both new Boilers (burning Natural Gas only) – October 22<sup>nd</sup>
- Sludge Storage Tank – November 22<sup>nd</sup>
- Primary Digester Tank and System – December 19<sup>th</sup>
- Gas Dryer and Gas Handling System – February 10<sup>th</sup>

The Contract completion dates are currently 12/4/2013 (Substantial Completion), and 1/4/2014 (Final Completion). The Contract has Liquidated Damages of \$1,500 per Calendar Day for failing to meet either date. On October 2, 2013, the Contractor (AZS) submitted a request to extend the contract completion dates by six weeks. OHM reviewed the request and recommended it be denied for a number of reasons including timeliness and lack of justification. The Contractor has not responded to that denial. Village staff and OHM met with the Contractor and their lead subcontractor (Platinum Mechanical) on October 10 to discuss the request, our denial, and the schedule. It was reinforced that the delayed completion (particularly with the completion of the digester and storage tank) presents significant hardship to the Village, as the expectation is that the project would be available to process sludge this winter. The Contractor has verbalized commitments to try and accelerate the completion, though the evidence of this will be in the performance.

OHM Advisors  
34000 PLYMOUTH ROAD  
LIVONIA, MICHIGAN 48150

T 734.522.6711  
F 734.522.6427

OHM-Advisors.com

Some of the suggestions made by the contractor at the meeting included:

- Preparing temporary enclosure plans so that work on the Primary cover could proceed, even with fall weather setting in.
- Extended working hours by certain trades to expedite the Primary cover construction.
- Overlap of various activities to expedite the Critical Path

Since the meeting, one updated schedule was provided that did reflect an acceleration of the work, but the performance on site has not demonstrated they are achieving this.

We did acknowledge that the Gas Dryer has been delayed and that the hardship may be less if the remaining project elements can be completed sooner, ideally on-time.

#### Winter Sludge Handling

While all parties desire for the contractor to complete the project as soon as possible, it remains critical that the Village be able to safely process and handle sludge, even in the event there is a delay. Sludge was hauled from the site on October 14<sup>th</sup> and 15<sup>th</sup>. Expectations are that another 100,000 gallons will be hauled around the middle part of November and land applied prior to weather conditions forcing land application activities to cease. In order to plan for continued sludge disposal at the plant, OHM is assisting the Village to develop a contingency plan involving on-site sludge dewatering and landfill disposal, or other options. This includes planning for costs and set-up time. If the Contractor's progress is not where it should be in accordance with the October 16<sup>th</sup> schedule then the Village will insist that preparation for alternative sludge disposal means begin. If the contractor does not begin this, the Village will take steps to secure alternative means, and expect those costs to be covered by the Contract, whether through the Liquidated Damages or other deductions.

#### Project Costs

Please see the attached worksheet summarizing the status of the project costs. The worksheet shows the approved funding, estimated costs, and costs incurred to date. As you are aware, a number of changes to the project have been made during construction. The Village Council has previously approved funding to accommodate many of the changes. We currently estimate that the approved funding leaves approximately \$50k of remaining funds.

At our meeting of October 10, we reviewed the status of all outstanding claims between the Village and the Contractor. At that meeting, two of five outstanding claims were resolved and incorporated into the costs shown. Three claims remain unresolved, two against the Village and one against the Contractor. They are:

- Village Claim against Contract for 4/22 accident - \$25k. Contractor recommended Village submit through insurance. Village is discussing with attorney for next step.
- Roof Repair Claim – Contractor making required correction, still disputes payment. No cost provided, estimated \$3k - \$5k
- Bond/Insurance mark-up on CO 1 & 2 - \$2,500. OHM/Village have denied. Contractor still disputes.

As the work nears completion, the opportunity for additional claims or changes continues to reduce. However, the schedule delays and possible impacts to the sludge handling are certain to add to the costs as additional staff, engineer, and possibly legal or WWTP operator time will become necessary. We would continue to assist the Village with enforcing the contract requirements and minimize the chances that these delays will impact the project budget.



**Construction Contract Summary**

Original Bid	\$ 2,867,000.00
Change Order 1	\$ (115,400.00)
Change Order 2	\$ 100,984.00
Change Order 3	\$ 41,241.50
Change Order 4	\$ 111,419.70
Change Order 5	\$ 81,498.00
<b>Current Total</b>	<b>\$ 3,086,743.20</b>

Earned Amount (through Pay App #12)	\$ 2,443,582.96	79%
----------------------------------------	-----------------	-----

**Project Cost Summary**

	Original Approved Budget	Current Approved Budget	Current Estimate	Actual to date
Planning, Design, Bonding, Misc (from Part III)	\$ 286,164.00	\$ 286,164.00	\$ 286,164.00	\$ 286,164.00
<i>Construction Engineering</i>				
Staking		\$ 10,000.00	\$ 1,000.00	\$ 823.00
CA/CE		\$ 180,000.00	\$ 218,000.00	\$ 208,096.50
Inspection		\$ 207,000.00	\$ 207,000.00	\$ 172,946.50
As-Built / O&M		\$ 22,000.00	\$ 22,000.00	\$ -
<b>Subtotal</b>	<b>\$ 330,000.00</b>	<b>\$ 419,000.00</b>	<b>\$ 448,000.00</b>	<b>\$ 381,866.00</b>
<i>Construction</i>				
Original Contract	\$ 2,751,600.00	\$ 2,751,600.00	\$ 2,867,000.00	
Original Contingency from SRF Loan	\$ 202,066.00	\$ 202,066.00		
Additional Contingency		\$ 250,000.00		
Approved Change Orders			\$ 219,743.20	
Est. Pending Change Orders			\$ 34,706.00	
<b>Subtotal</b>	<b>\$ 2,953,666.00</b>	<b>\$ 3,203,666.00</b>	<b>\$ 3,121,449.20</b>	<b>\$ 2,443,582.96</b>
<b>Total</b>	<b>\$ 3,569,830.00</b>	<b>\$ 3,508,830.00</b>	<b>\$ 3,855,613.20</b>	<b>\$ 3,111,612.96</b>
<i>Funding</i>				
SRF	\$ 3,300,000.00	\$ 3,300,000.00	\$ 3,300,000.00	
S2	\$ 233,607.00	\$ 233,607.00	\$ 233,607.00	
Use of Village Reserves	\$ 36,223.00	\$ 375,223.00	\$ 322,006.20	
Estimated Contingency Remaining			\$ 53,216.80	



2013-2014 Budget Amendments

General Fund 101

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
101-000-000-667-002	Farmers Market	No	Revenue	4,000 \$	- \$	2,900 \$	6,900
Reason for Amendments Grant Revenue							
101-000-000-675-004	ACH Revenue	No	Revenue	1,500 \$	- \$	2,600 \$	4,100
Reason for Amendments Plain Air Festival Revenue							
101-875-000-965-001	WAVE - Door to Door	No	Expenditure	12,000 \$	- \$	5,000 \$	17,000
Reason for Amendments Additional Funding Approved by Council August 12, 2013							
101-875-000-965-004	WAVE - Community Connector	No	Expenditure	10,000 \$	- \$	5,000 \$	15,000
Reason for Amendments Additional Funding Approved by Council August 12, 2013							
101-751-000-970-000	Parks - Capital Improvements	No	Expenditure	- \$	- \$	5,000 \$	5,000
Reason for Amendments Funding for First Street Park Storage Structure - Approved by Council August 26, 2013							
101-101-000-969-000	Arts, Culture & Heritage Committee	No	Expenditure	10,000 \$	- \$	2,600 \$	12,600
Reason for Amendments Increased to cover Plain Air expenses offset by revenue							
101-442-000-730-000	Farmers Market	No	Expenditure	2,000 \$	- \$	2,900 \$	4,900
Reason for Amendments Increased to cover grant expenditures							

Total change in Revenue - increase / (decrease): \$ 5,500  
 Total change in Expenditures - increase / (decrease): \$ 20,500  
 Change to Overall Budget's revenue minus expenditures: \$ (15,000)

Budget was adopted with \$77,000 in revenue over expense, which would go back to reserves. This reduces the amount to \$62,000.

Source of Reserves, if applicable:

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2013-2014 Budget Amendments

Local Streets 203

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
203-000-000-695-204	Transfer in - Municipal Streets	No	Revenue	\$ 233,900	\$ -	\$ 95,000	\$ 328,900
Reason for Amendment Second/Hudson/Forest Project - Expenses occurred over two fiscal years							
203-445-000-803-000	Capital Improvements	No	Expenditure	\$ 117,500	\$ -	\$ 95,000	\$ 212,500
Reason for Amendment Second/Hudson/Forest Project - Expenses occurred over two fiscal years							
		Total change in Revenue - increase/(decrease):		\$ 95,000			
		Total change in Expenditures - increase/(decrease):		\$ 95,000			
		Change to Overall Budget's revenue minus expenditures:		\$ -			

Source of Reserves, if applicable: N/A

Municipal Street Fund 204

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
204-965-000-995-203	Transfer Out to Local Streets	No	Expenditure	\$ 233,900	\$ -	\$ 95,000	\$ 328,900
Offset Cost of Second/Hudson/Forest Project in Local Streets							
		Total change in Revenue - increase/(decrease):		\$ -			
		Total change in Expenditures - increase/(decrease):		\$ 95,000			
		Change to Overall Budget's revenue minus expenditures:		\$ (95,000)			

Source of Reserves, if applicable: See Attached Municipal Street Funds summary

Streetscape Debt 303

Line Number	Line Description	New Line # ?	Revenue or Expenditure?	Original Adopted Budget	Previously Amended Budget	Amendment Amount	Budget After Current Amendment
	Property Tax Refund	No	Expenditure	\$ -	\$ -	\$ 500	\$ 500
Reason for Amendment Tax Tribunal Refund							
		Total change in Revenue - increase/(decrease):		\$ -			
		Total change in Expenditures - increase/(decrease):		\$ 500			
		Change to Overall Budget's revenue minus expenditures:		\$ (500)			

Municipal Streets Fund Account Activity  
Assumptions - Flat Millage Rate and Taxable Value; 3% Operating Cost Increase in Estimated Years

	Fund Balance at the end of 2011-2012	\$715,938	
Revenue	Expected Millage 2012-2013	\$523,247	Projected Activity
Revenue	Major/Local Streets Act 51/Interest	\$260,973	Projected Activity
Expense	Central Continued	(\$510,438)	Projected Activity
Expense	Local Streets Operating 2012-2013	(\$196,465)	Projected Activity
Expense	Forest Stormwater & Hudson, Second - Road/Sidewalk Project	(\$115,073)	Projected Activity
Expense	Repair of DBRP Storm Pipe	(\$19,900)	Projected Activity
Expense	Additional Mill Creek Park Expense	(\$39,453)	Projected Activity
Expense	Major Streets Operating 2012-2013	(\$197,161)	Projected Activity
Expense	Municipal Streets Admin 2012-2013 - Tax Tribunal	(\$9,017)	Projected Activity
Expense	Municipal Streets Admin 2012-2013	(\$37,539)	Projected Activity
	Expected Fund Balance at the end of 2012-2013	\$375,113	Projected Activity
Revenue	Expected Millage 2013-2014	\$549,900	Budget
Revenue	Major/Local Streets Act 51/Interest	\$259,200	Budget
Revenue	Additional ARRA Funds for 2010 Ann Arbor St Project	\$10,000	
Expense	Ann Arbor Street Project Design	(\$38,000)	Budget
Expense	Central Design	(\$34,000)	Budget
Expense	Forest Stormwater & Hudson, Second - Road/Sidewalk Project	(\$212,500)	Budget - Increase from adopted because of project overlapping into 13-14
Expense	Ann Arbor Street Project Construction (Match/Crosswalks)	(\$135,000)	Budget
Expense	Ann Arbor Street Project CA/CE/Testing	(\$77,000)	Budget
Expense	Safe Routes to School Grant Match (Pending)		Budget
Expense	Contingency for Major and Local	(\$20,000)	Budget
Expense	Share of Material Storage Area Project	(\$25,000)	Budget
Expense	Local Streets Operating 2013-2014	(\$192,100)	Budget
Expense	Major Streets Operating 2013-2014	(\$200,000)	Budget
Expense	Municipal Streets Admin 2013-2014	(\$41,000)	Budget
	Expected Fund Balance at the end of 2013-2014	\$219,613	Estimate
Revenue	Expected Millage 2014-2015	\$549,900	Estimate
Revenue	Major/Local Streets Act 51/Interest	\$259,200	Estimate
Expense	Central Street Project (2nd to 3rd) CA/CE/Testing	(\$50,000)	Estimate
Expense	Central Street Project (2nd to 3rd) Construction	(\$133,334)	Estimate
Expense	Local Street/Sidewalk Project	(\$200,000)	Estimate
Expense	Local Streets Operating 2014-2015	(\$197,863)	Estimate
Expense	Major Streets Operating 2014-2015	(\$206,000)	Estimate
Expense	Municipal Streets Admin 2014-2015	(\$42,230)	Estimate
	Expected Fund Balance at the end of 2014-2015	\$199,286	Estimate
Revenue	Expected Millage 2015-2016	\$549,900	Estimate
Revenue	Major/Local Streets Act 51/Interest	\$259,200	Estimate
Expense	Local Streets Operating 2015-2016	(\$203,799)	Estimate
Expense	Major Streets Operating 2015-2016	(\$212,180)	Estimate
Expense	Municipal Streets Admin 2015-2016	(\$43,497)	Estimate
Expense	Local Street/Sidewalk Project	(\$200,000)	Estimate
	Expected Fund Balance at the end of 2015-2016	\$348,911	Estimate
Revenue	Expected Millage 2016-2017	\$549,900	Estimate
Revenue	Major/Local Streets Act 51/Interest	\$259,200	Estimate
Expense	Local Streets Operating 2016-2017	(\$209,913)	Estimate
Expense	Major Streets Operating 2016-2017	(\$218,545)	Estimate
Expense	Municipal Streets Admin 2016-2017	(\$44,802)	Estimate
Expense	Local Street/Sidewalk Project	(\$200,000)	Estimate
	Expected Fund Balance at the end of 2016-2017	\$484,750	Estimate

