

**DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, OCTOBER 28, 2013**

A. CALL TO ORDER

The meeting was called to order at 7:31 PM by President Keough at the Dexter Senior Center located at 7720 Ann Arbor Street in Dexter, Michigan.

B. ROLL CALL: President Keough

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

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Marie Sherry, Treasurer/Finance Director; Carol Jones, Village Clerk; Dan Schlaff, Public Services Superintendent; Scott Maurer, Water and Sewer Department; Rhett Gronevelt and Patrick Droze, Orchard, Hiltz & McCliment; Chris Timmis, Dexter Community School Superintendent; Steve Estes, Attorney for the Village; Scott Munzel, Attorney for the DDA; residents and media.

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting – October 14, 2013
2. Work Session – October 14, 2013

Motion Knight; support Tell to approve the minutes of the Regular Council Meeting of October 14, 2013 and the Work Session of October 14, 2013 as presented.

Unanimous voice vote for approval with Trustee Semifero absent

D. PREARRANGED PARTICIPATION

Chris Timmis – Dexter Community Schools Superintendent

Mr. Timmis introduced himself to Council. He spoke about being on the job for two months and related that the schools are only as strong as the community and the community is only as strong as the schools, they are intertwined and working well together. Mr. Timmis spoke of Dexter schools being a sleeping giant with great teachers, great facilities and a pretty substantial financial picture. Dexter High Schools is in the top 92% in the state and Mill Creek Middle School is in the top 96%. Dexter is one of 26 or 27 in the state offering an IB program. Mr. Timmis reported that he has scheduled a "State of the School" presentation in February 2014 and is working a vision for the district.

E. APPROVAL OF THE AGENDA

Motion Cousins; support Fisher to approve the agenda as presented.

Unanimous voice vote for approval with Trustee Semifero absent

F. PUBLIC HEARINGS

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

None

G. NON-ARRANGED PARTICIPATION

Don Campbell of 6952 Wellington, Dexter asked if Council has any interest in putting in a dog park in the Village. He stated that this would be a draw for people. Ms. Fisher responded stating that this is on the radar of the Parks and Recreation Commission and invited Mr. Campbell to attend the next meeting of the Commission.

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar
3. Response Letter from the Municipal Employees Retirement System of Michigan (MERS)
4. Letter from Comcast

I. REPORTS

1. Treasurer/Finance Director – Marie Sherry
Fiscal Year 2013/14 First Quarter Report

Ms. Sherry submits her report per packet. Ms. Sherry gave the following updates:

- Tax collection is a little bit down from previous years and Ms. Sherry gave an explanation.
- Ms. Sherry gave an update on Personal Property collection and that taxes on personal property under \$80,000 in value (\$40,000 in taxable value) will not be collected in 2014, the issue will go to a statewide vote in 2014 which will determine what will happen in 2015.
- Revenues are higher this quarter due to the tax collection.
- Field work on the annual audit will start in a week or two.
- Question was asked about credit card usage for payments at the Village office and Ms. Sherry explained that there has been some usage but not a huge amount.

2. Public Services Superintendent – Dan Schlaff

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

- Should be starting tomorrow (October 29) in taking the tower down and planning on the work taking 14 days.
- Mr. Schlaff was thanked for his report and keeping Council updated. Also complimented on the brush and leaf pickup.
- The question was raised on the asphalt issue on Main Street and Mr. Schlaff explained that they noticed that it is not just a front tire issue and will be evaluating.
- Question was raised if water has been extended to the property on Third Street between Dover and Edison. (Not yet)
- Question raised about crack sealing and explained that they are done with this for the season.

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

Farmers Market/Community Garden – Olga Austin

Ms. Austin provided a report on the Community Garden. She thanked the Village for the new watering system for the garden and have many more asking for plots for next year.

4. Subcommittee Reports -None

Economic Preparedness
Facilities
Roads
Utility
Website

5. Village Manager Report

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

- Have an agreement with Hopp Electric on the Dexter Library lighting and it should be done within the next few weeks.
- There are no updates in the 5H Intervention request or the 1.5% police services increase request.
- Patrick Droze explained what is happening on the River Terrace project. They are working on a consensus on what will be happening with the trail and the Village will probably be responsible for picking up the cost of the asphalt drive to the DPW of \$50,000 and hope that the county will share the estimated \$35,000 cost for the storm sewer outlet. The question was raised regarding the fence along the railroad track and Mr. Droze explained that this is between the county and MDOT.

Mr. Semifero entered the meeting at 8:10 PM.

- Patrick Droze spoke of the modification on the Central Street Project at the Dexter Mill which features a mountable curb. At this point President Keough opened a non-arranged participation session and the following persons spoke:
- Lori Hollenbeck of 3558 Central Street, Dexter spoke of living across from the Dexter Mill and doesn't understand why the Village wants to make a change at the Mill. Agrees we do need some improvements but leave the Mill alone.
- Marilyn Wilkie of 8775 Island Lake Road, Dexter stated that she has been in the area for 66 years and the Mill looks good like it is. This progress isn't needed and if it isn't broke, don't fix it.
- Larry Gilbert of 3194 N. Territorial Road, Ann Arbor said that he was first introduced to the Dexter Mill project last Saturday when he saw the graphics in the parking area. The Dexter Mill is a destination and he often visits other businesses in Dexter when he comes to the Mill. He mentioned that he has experience with engineering and design, that attention be paid to the safety and infrastructure as well as the uniqueness of the facility, and that the parties continue their discussion.
- Paul Wilkie of 8775 Island Lake Road, Dexter spoke to Dexter being a town of history and historic preservation and that the Mill was built in 1918.
- Evelyn Smith of 7810 Fifth Street, Dexter remembered a few years ago of the proposed sidewalk project on Edison Street. She spoke of the Dexter Mill and their contributions to 4-H and that they are an asset to the community as well as a viable taxpaying business. She also spoke about the marking on the ground in the parking lot and attempting to park.

6. President's Report

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

- There will be a special DDA Meeting on Wednesday, October 30.
- The Regional Fire Department will hold a joint meeting at Webster Township Hall on October 30 at 7 PM.
- The Facility Committee took a tour of two area fire departments at Ann Arbor Township and Superior Township who have recently built newer facilities.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$436,775.49

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

Unanimous voice vote for approval

K. OLD BUSINESS-Consideration and Discussion of:

1. Discussion of: Cityhood Next Steps

The Charter Commission Election will be held on November 5 and the meet the candidates will be held on Sunday November 3 at 2 PM at the Dexter District Library.

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Entering into a Settlement Agreement between the Village of Dexter, Blackhawk Development Corporation, Dexter Crossing LLC, John Kingsley Jr., and Dexter Development Company LLC and a Conveyance Agreement between the Village of Dexter, Blackhawk Development Corporation, and Dexter Crossing LLC

Motion Carson; support Fisher to enter into a Settlement Agreement between the Village of Dexter, Blackhawk Development Corporation, Dexter Crossing LLC, John Kingsley Jr., and Dexter Development Company LLC and a Conveyance Agreement between the Village of Dexter, Blackhawk Development Corporation, and Dexter Crossing LLC and authorize the Village Manager to sign on behalf of the Village and Steve Estes to finalize the documents.

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

Nays: Semifero

Motion carries 6 to 1

2. Discussion of: Sludge Project Update

Rhett Gronevelt gave an update and explained the issues with the project. Some of the systems installed as part of the project are beginning to come online but the substantial completion will be delayed about two months. This could result in liquidated damages being issued to the contractor and will create a problem with the sludge storage capacity for the Village.

3. Consideration of: 1st Quarter Budget Amendments

Motion Fisher; support Semifero to approve the 1st Quarter Budget Amendments as proposed the Finance Director.

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

Nays: None

Motion carries

M. COUNCIL COMMENTS

Carson	None
Tell	None
Knight	None

Jones	None
Semifero	None
Fisher	None
Cousins	None

N. NON-ARRANGED PARTICIPATION

None

O. CLOSED SESSION FOR THE PURPOSE OF DISCUSSING LABOR NEGOTIATIONS AND A DOCUMENT COVERED UNDER ATTORNEY/CLIENT PRIVILEGE IN ACCORDANCE WITH MCL 15.268

Motion Fisher; support Carson to move into closed session for the purpose of discussing labor negotiations and a document covered under attorney/client privilege in accordance with MCL 15.268 at 9:16 PM.

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

Motion Cousins; support Tell to leave closed session at 11:13 PM.

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

P. ADJOURNMENT

Motion Semifero; support Fisher to adjourn at 11:14 PM

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones
Clerk, Village of Dexter

Approved for Filing: _____

2013 Meeting Calendar

Board	Date	Time	Location	Website	Village Representative
Dexter Area Historical Society Board	11/7/2013	7:30 p.m.	Dexter Area Historical Museum	http://www.dextermuseum.org/	Paul Cousins, Carol Jones
Gateway Initiative (Big 400)	11/8/2013	9:30 a.m.	Waterloo Recreation Area	http://www.dextermi.gov	
Dexter Village Council Worksession	11/11/2013	6:00 p.m.	Dexter Senior Center	http://www.dextermi.gov	
Dexter Village Council	11/11/2013	7:30 p.m.	Dexter Senior Center	http://www.dextermi.gov	
Scio Township Planning	11/11/2013	7:30 p.m.	Scio Township Hall	http://www.sciotownship.org/	Paul Cousins, Donna Dettling
5H - Dexter Coalition	11/12/2013	5:30 p.m.	Copeland Board Room	http://www.sciotownship.org/	
Scio Township Board	11/12/2013	7:00 p.m.	Scio Township Hall	http://www.dexterchamber.org/	Julie Knight
Dexter Area Chamber of Commerce	11/13/2013	8:15 a.m.	Copeland Board Room		Shawn Keough
Regional Fire Consolidation	11/13/2013	8:30 a.m.	Scio Township Hall	http://www.dextermi.gov	Julie Knight
Farmers Market/Community Garden Oversight	11/14/2013	6:00 p.m.	Dexter Senior Center	http://www.ewashtenaw.org/	Jim Carson
Chelsea Area Planning Team/Dexter Area Regional Team	11/18/2013	7:00 p.m.	TBD	http://dexterschools.org/	
Dexter Community Schools Board of Education	11/18/2013	7:00 p.m.	Creekside Intermediate School	http://www.twp-dexter.org/	
Dexter Township Board	11/19/2013	7:00 p.m.	Dexter Township Hall	http://www.dextermi.gov	Donna Fisher
Dexter Village Parks Commission	11/19/2013	7:00 p.m.	Village Offices	http://www.twp.webster.mi.us/	
Webster Township Board	11/19/2013	7:30 p.m.	Webster Township Hall	http://www.miwats.org/	Jim Carson
Washtenaw Area Transportation Study-Policy	11/20/2013	9:30 a.m.	Scio Township Hall	http://dexterareafire.org/	Ray Tell/Jim Seta
Dexter Area Fire Board	11/21/2013	6:00 p.m.	Dexter Township Hall		Paul Cousins
Healthy Community Steering Committee	11/21/2013	8:30 a.m.	Chelsea Hospital - White Oak Room	http://www.dextermi.gov	
Dexter Village Council	11/25/2013	7:30 p.m.	Dexter Senior Center	http://www.sciotownship.org/	
Scio Township Planning	11/25/2013	7:30 p.m.	Scio Township Hall	http://www.sciotownship.org/	
Scio Township Board	11/26/2013	7:00 p.m.	Scio Township Hall	http://www.ridethewavebus.org/	Jim Carson
Western Washtenaw Area Value Express	11/26/2013	8:15 a.m.	Chelsea Community Hospital		

AGENDA 11-1-13
11/1/13 H/L

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

2013 Temporary Sign Requests

Month	Dates	Name of Group	Number Approved	Locations	Approval Date	Name of Group	Dates	Number Approved	Locations	Approval Date
January	1/3-1/5	Friends of the Library - Book Sale	5-18' x 24'	1, 4, 16, 19, 20	1/2/2012	St. James Episcopal	7/24-8/10	3-2' x 2'	1, 4, 5	6/24/2013
	1/3-1/7	St. Andrew's - Blood Drive	2-28' x 22'	8 (2)	1/3/2013	Dexter Youth Football League	7/24-8/7	5-18' x 24'	1, 2, 4, 5, 44	7/24/2013
	1/8-1/24	K of C - Quarter Mania	5-18' x 24'	1, 2, 4, 5, 10	1/8/2013	St. Andrew's Ice Cream Social	7/19-8/2	5-18' x 24'	1, 2, 4, 5, 44	7/19/2013
	1/17-1/24	Mill Creek Middle - Blood Drive	2-18' x 24'	24 (2)	1/16/2013	Encore - Intermittent	7/11-8/18	1-36' x 24'	1, 2, 4, 5, 10, 28	12/3/2012
February	1/24-2/2	K of C - Rummage Sale	5-18' x 24'	1, 2, 4, 5, 10	1/26/2013	Friends of the Library - Book Sale	6/9-8/10	5-18' x 24'	1, 2, 4, 5, 44	7/12/2013
	1/31-2/2	Friends of the Library - Book Sale	5-18' x 24'	1, 4, 16, 19, 20	1/30/2013	St. Andrew's Ice Cream Social	7/19-8/2	5-18' x 24'	1, 2, 4, 5, 44	7/12/2013
	2/4-2/7	St. Andrew's - Monthly Dinner	1-36' x 24'	8	1/30/2013	Plain Air Festival	7/24-8/7	5-18' x 24'	1, 2, 4, 5, 44	8/6/2013
	1/26-2/10	High School Drama Club - Play	2-3' x 4' 3-18' x 24'	1, 2, 4, 5, 44	1/11/2013	Great Day to Be Alive-Rummage Sale	8/6-8/19	1-6' x 2' 3-18' x 24'	2, 5, 10, 28	8/7/2013
March	2/9-2/24	Education Foundation - Auction	2-22' x 28' 3-18' x 24'	1, 2, 4, 5, 44	1/23/2013	St. Andrew's - Monthly Dinner	8/30-9/5	1-36' x 24'	8	1/3/2013
	2/8-2/22	Little League - Sign Ups	5-18' x 24'	1, 4, 5, 44 (2)	1/17/2013	St. Andrew's - Blood Drive	9/16-9/30	2-28' x 22'	8 (2)	1/3/2013
	2/7-3/3	Encore - Intermittent	1-36' x 24'	15	1/23/2012	United Methodist - Rummage Sale	9/16-9/28	2-2' x 3' 3-18' x 24'	1, 2, 4, 5, 44	3/28/2013
	2/28-3/2	Friends of the Library - Book Sale	5-18' x 24'	1, 4, 16, 19, 20	1/25/2012	5H-Dexter Wellness Coalition-walk	9/8-9/14	5-18' x 24'	1, 2, 4, 5, 44	7/8/2013
April	2/18-3/3	Community Band - Concert	2-2' x 4' 1-18' x 24'	1, 3, 5	2/18/2013	Dexter Lacrosse	9/4-9/8	5-18' x 24'	1, 2, 4, 5, 44	9/4/2013
	3/4-3/7	St. Andrew's - Monthly Dinner	1-36' x 24'	8	1/9/2013	Dexter Touchdown Club	9/4-9/7	5-18' x 24'	1, 2, 4, 5, 44	9/4/2013
	2/23-3/9	Historical Society - Art Fair	5-18' x 24'	1, 2, 4, 10, 5	1/24/2013	K of C-Quarter Mania	9/14-9/28	5-18' x 24'	1, 2, 4, 5, 10	9/11/2013
	3/5-3/23	Peace Lutheran - Easter Egg Hunt	1-2' x 30'	1	2/1/2013	Red Cross Blood Drive-Memorial drive	9/18-9/24	5-18' x 24'	1, 2, 4, 5, 10	9/11/2013
May	3/2-3/10	High School Drama Club - Play	1-3' x 4'	3	2/25/2013	Encore - Intermittent	9/28-10/20	1-36' x 24'	15	12/3/2012
	3/5-3/17	Community Orchestra - Concert	2-3' x 4'	1, 5	3/5/2013	Friends of the Library - Book Sale	10/3-10/5	5-18' x 24'	1, 4, 16, 19, 20	12/5/2012
	3/7-3/21	Knights of Columbus - Quatermania	5-18' x 24'	1, 2, 4, 5, 10	3/21/2013	St. Andrew's - Monthly Dinner	9/30-10/3	1-36' x 24'	8	1/3/2013
	3/25-3/31	Connexions Church - Egg Hunt	1-3' x 5'	9	3/21/2013	5H-Dexter Wellness Coalition-move	10/6-10/12	5-18' x 24'	1, 2, 4, 5, 44	7/8/2013
April	3/28-4/14	Encore - Intermittent	1-36' x 24'	15	1/23/2012	St. Andrew's - Sauerkraut Supper	10/3-10/7	(4-18x24)(1-large)	1, 2, 4, 5, 44	9/16/2013
	4/4-4/6	Friends of the Library - Book Sale	5-18' x 24'	1, 4, 16, 19, 20	1/25/2012	Apple Daze	10/14-10/28	5-18' x 24'	2, 4, 5, 44	8/19/2013
	4/1-4/4	St. Andrew's - Monthly Dinner	1-28' x 24'	8	1/3/2013	SRLV - Dexter	10/14-10/28	(3-18x24)(2-28x5)	1, 2, 4, 5, 44	10/2/2013
	4/11-4/22	St. Andrew's - Blood Drive	2-28' x 22'	8 (2)	1/3/2013	Dexter HS Drama-Marians over Brooklyn	10/13-10/27	1-24x48 1-36x60*	1, 2, 4, 5, 44	10/2/2013
May	4/8-4/21	High School Drama Club - Play	2-3' x 4' 3-18' x 24'	2, 4, 5, 44, 3	2/25/2013	Dexter Wrestling Club-Registration	10/12-10/27	5-18' x 24'	1, 4, 5, 10, 44	10/9/2013
	4/12-4/14	Community Orchestra - Ensemble	2-3' x 4'	1, 5	4/11/2013	Dexter K of C-Chicken Broil	10/7-10/14	5-18' x 24'	1, 2, 4, 5, 10	10/7/2013
	4/15-4/27	United Methodist - Rummage Sale	2-2' x 3' 3-18' x 24'	1, 2, 4, 5, 44	3/26/2013	Dexter Community Orchestra/concerts	10/3-10/13	2-4' x 3'	10/3/2013	
	4/17-4/28	Community Band - Concert	2-2' x 4' 1-18' x 24'	1, 3, 5	2/18/2013	Dexter Community Band/concert	10/28-11/10	2-2' x 4' 1-18' x 24'	1, 2, 4, 5, 10	10/3/2013
June	5/2-5/4	Friends of the Library - Book Sale	5-18' x 24'	1, 4, 16, 19, 20	1/25/2012	Contextions Church-Pumpkin Carving	10/14-10/20	5-18' x 24'	1, 2	10/14/2013
	4/29-5/2	St. Andrew's - Monthly Dinner	1-36' x 24'	8	1/3/2013	Dexter Corn Players/The Musical-Evil	10/31-11/2	2-30X36	1, 2	10/17/2013
	4/23-5/4	St. Andrew's Annual Quilt Show	1-2x6	9	4/22/2013	Friends of the Library - Book Sale	10/19-11/3	5-18' x 24'	1, 2, 4, 5, 10	12/5/2012
	5/4-5/18	St. Joseph Church-Plant Sale	5-18x24	1, 2, 4, 5, 10	5/1/2013	St. Andrew's - Monthly Dinner	11/4-11/7	1-36' x 24'	8	1/3/2013
June	5/17-5/28	K of C - Chicken Broil	5-18x24	1, 2, 4, 5, 44	5/17/2013	Dexter Heritage Guild-Holiday Bazaar	11/3-11/9	5-18' x 24'	1, 2, 4, 5, 44	7/8/2013
	5/16-6/9	Encore - Intermittent	1-36' x 24'	15	1/23/2012	Dexter Lions Clubs/Christmas Trees	11/23-12/8	2-3' x 4'	1, 7, 10	9/25/2013
	5/30-6/1	Friends of the Library - Book Sale	5-18' x 24'	1, 4, 16, 19, 20	1/25/2012	Dexter Wrestling Club-Registration	11/18-12/3	5-18' x 24'	1, 4, 5, 10, 44	10/3/2013
	5/12-6/10	Historical Society-Civil War Days	5-18' x 27	1, 4, 44, 2, 5	4/24/2013	Dexter Community Orchestra/concerts	10/20-11/3	2-4' x 3'	5, 9	10/3/2013
July	6/16-6/22	Boy Scouts - Rummage Sale	2-4' x 4'	1, 5	1/10/2013	Dexter Hist Soc-Christmas @ Mansion	11/25-12/8	5-18' x 24'	1, 2, 4, 5, 44	10/28/2013
	5/25-6/2	Dexter Senior Circle Cream Social	5-18' x 24'	1, 4, 44, 2, 5	5/3/2013	Encore - Intermittent	11/22-12/22	1-36' x 24'	15	12/3/2012
	6/1-6/17	Dexter Soccer Club-Tryouts	5-18' x 24'	4, 44, 5, 11, 32	5/9/2013	Friends of the Library - Book Sale	12/5-12/7	5-15' x 24'	1, 4, 16, 19, 20	12/5/2012
	5/25-6/8	St. Andrew's rummage sale	5-18' x 24'	1, 4, 5, 2, 36	5/16/2013	St. Andrew's - Monthly Dinner	12/2-12/5	1-36' x 24'	8	1/3/2013
August	6/16-6/29	Breast Cancer Walk/Local Fundraiser Relay for Life	5-18' x 24'	1, 2, 4, 44, 10	6/3/2013	Dexter Hist Soc-Christmas @ Mansion	11/23-12/8	5-18' x 24'	1, 2, 4, 5, 44	10/28/2013
	6/11-6/15	St. Joseph - Flea Market	3-18' x 24'	1, 10, 44	6/11/2013	Dexter Heritage Guild-Holiday Bazaar	11/23-12/8	5-18' x 24'	1, 2, 4, 5, 10	10/7/2013
	6/24-7/13	St. Joseph - Parish Festival	4-18' x 24'	1, 4, 5, 38, 44	3/14/2013	Dexter Lions Clubs/Christmas Trees	11/27-12/24	(2-36x48)(1-36x48)	1, 7, 10	9/25/2013
	7/6-7/23	St. Andrew's Red Cross Blood Drive	4-18' x 24'	1, 2, 4, 5, 10	3/14/2013	Dexter Wrestling Club-Registration	11/16-12/3	5-18' x 24'	1, 4, 5, 10, 44	10/3/2013
September	7/8-7/22	Dexter Wellness Coalition	2-28' x 22'	8, 22	5/16/2013	Dexter Community Orchestra/concerts	12/1-12/15	2-2' x 4' 3'	5, 9	10/3/2013
	7/8-7/13	Dexter Community Players "Big The Musical" theatre	9-18' x 24'	1, 2, 4, 5, 44	7/8/2013	Dexter Community Band/concert	11/25-12/8	2-2' x 4' 1-18' x 24'	1, 5	10/3/2013
	7/13-7/19	Dexter Touchdown Club	3-18x24	2, 3, 4	7/19/2013	Dexter Hist Soc-Christmas @ Mansion	11/25-12/8	5-18' x 24'	1, 2, 4, 5, 44	10/28/2013
	7/24-7/28	Dexter Touchdown Club	5-18' x 24'	1, 2, 4, 5, 44	7/24/2013	Dexter Hist Soc-Christmas @ Mansion	11/25-12/8	5-18' x 24'	1, 2, 4, 5, 44	10/28/2013



Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager

From: Laura Kreps, AICP, Interim Community Development Manager

Re: Community Development Update

Date: September 17, 2013

DEXTECH TREE REPLACEMENT

As you are aware, the Planning Commission approved of the combined preliminary and final site plan for Dexter Fastener Technologies at their August 5, 2013 Planning Commission meeting. In making their determination, the Planning Commission noted a number of conditions of approval including that *the plan shall conform to the tree replacement ordinance or a suitable resolution as approved by the Village Council.*

Dexter Fastener Technologies has proposed an alternative (see attachment) be considered to the required tree replacement that would reduce the required 636 replacement trees as Dexter Fastener Technologies finds the tree replacement criteria to be unpractical and lists several reasons in their communication to Allison Bishop dated July 26, 2013. Among those reasons, is the expectation that property within an industrial park is developable and would accommodate expansion. In addition to the reasons cited, Dexter Fastener Technologies has also provided a proposal offering an alternative to the tree replacement standards required by Section 6.14 of the Village of Dexter Zoning Ordinance (see attachment).

The Village Council had requested that the Planning Commission consider the proposal and whether an amendment to the Tree Replacement Ordinance or requesting Dextech to apply for a variance from the Zoning Board of Appeals was the appropriate course of action.

The Planning Commission discussed the tree replacement ordinance and potential update at both their October and November regular meetings. Discussion items included, but are not limited to:

- This is not an issue that will come up frequently, affects a small number of parcels.
- Do not want to change the Ordinance for a single issue.

RECOMMENDATION

The Planning Commission recommends that if Dextech is unable to meet the requirements of the Tree Replacement Ordinance (Section 6.14), they should apply for a variance from the Zoning Board of Appeals.

SIGN ORDINANCE SUB-COMMITTEE

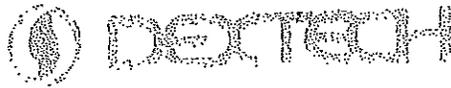
The Sign Ordinance Sub-Committee met prior to the November 4th Planning Commission meeting to discuss Village Council's reaction to the Goals and Objectives and to evaluate next steps. Only two (2) of the five (5) sub-committee members attended the meeting in addition to Planning staff.

Items discussed included, but were not limited to:

- Ordinance ease of use
- Potential reorganization
- Reduce technical language
- Adding appropriate definitions to reduce objectivity
- Requiring sign placement locations during site plan review
- First Amendment rights – ordinance can regulate time, place, and manner – not content
- Institutional yard signs
- Broad and Grand Street areas should be evaluated with potential new development and new signage at these locations.

Please contact me prior to the meeting with questions.

Thank you.



Dexter Fastener Technologies, Inc.

2110 Bishop Circle East · Dexter, Michigan 48130 (734) 426-5200 · Fax (734) 426-5870

July 26, 2013

Ms. Allison Bishop, AICP
Community Development Manager
Village of Dexter
8140 Main Street
Dexter, MI 48130

Subject: Landscaping Standards Article VI, Section 6.14
Replacement Tree Standards

Dear Ms. Bishop,

Dexter Fastener Technologies, Inc. made a concerted effort to meet the desired intent and function of the landscaping standards, while considering the topography and existing conditions on site. We are mindful of the desire to provide adequate plantings to provide buffer areas and improve the overall aesthetics of the site. In keeping with this effort, we plan to provide 97 trees consisting of hardwoods and evergreens to establish screening for the agricultural property south of the new property line.

After review and consideration of the replacement standards for the removal of mature trees required for the proposed area of expansion in the Dexter Industrial Park; we have determined that 232 trees of 8 inch diameter or greater will need to be removed. Additionally, 47 trees of 4 inches to 7.9 inches will be removed, resulting a total of 279 established trees to be removed. The tree size information provided by the land survey was obtained based on 2 inch increments, so we verified the actual tree measurements. The verification process resulted in a reduction of the actual number of tree replacements required by the ordinance.

With the current information on the existing 232 mature trees required to be removed for the expansion, the calculated replacement factors results in 636 replacement trees. We find this to be unpractical to replace this quantity of trees in site for the following reasons:

1. Property in the Industrial Park is intended and designed for industrial commercial development, established prior to the current standards. Purchase of property in the Industrial park comes with an expectation the land is developable and would accommodate expansion. Current tree replacement requirements present a disproportionate obstacle to the business owner's expansion.
2. Planting replacement trees that may at a later date need to be removed for additional expansion is not a practice we consider reasonable.

3. Providing and placing a large quantity of trees for placement on public land does not seem to be a project that the Village ready to take on at this time.
4. We understand that past arrangements with organizations have resulted in contributions being made to the Village's Tree Replacement Program. For larger tree counts, the negotiated value of a replacement tree was in the range of \$120 per replacement tree. While this is a viable opportunity for consideration, Dextech would prefer to provide actual replacement trees to the community where they may continue to grow and appreciate from planting.

Proposal:

1. Dextech offers to the Village of Dexter the ability to remove any tree in the identified clearing area for relocation within the Village limits. Spacing and transporting the trees for relocation would be at the Village's expense.
2. Using the total number of trees above 4 inches in diameter identified in the clearing areas, [current count at 279] we suggest a one for one replacement:
 - a. Dextech requests credit for the 97 trees planned for the south property line as replacement trees provided on site.
 - b. The remaining count of 182 trees to be provided for placement within the Village of Dexter.
 - c. Should the Village be unable to place the full 182 trees count we would look to provide payment to the tree fund in the amount of \$120 per un-planted tree, up to a maximum contribution of \$22,080.

We hope this proposal is received as a good faith effort to meet the intent of the standards while addressing the practical consideration identified above. I remain available to discuss this proposal, provide clarification, or receive your comments.

Best Regards,



Thomas C. Arehart
Owner Representative
(517) 262-3285

cc: Mr. Daniel Johnston / Dexter Fastener Technologies, Inc.
Mr. Mike Kennedy / Lindhout Associates
Mr. Christopher Grzenkowiecz, P.E. / Design Inc.
Mr. Patrick M. Droze, P.E. / OHM Advisors
Mr. Douglas J. Lewan, PCP, AICP / Carlisle Wortman Associates, Inc.



Memorandum

To: Planning Commission
Donna Dettling, Village Manager
From: Laura Kreps, AICP, Interim Community Development Manager
Re: Dexter Fastener Technologies -- Tree Replacement
Date: October 1, 2013

BACKGROUND

As you are aware, Dexter Fastener Technologies has proposed an alternative (see attachment) be considered to the required tree replacement that would reduce the required 636 replacement trees as Dexter Fastener Technologies finds the tree replacement criteria to be unpractical and lists several reasons in their communication to Allison Bishop dated July 26, 2013. Among those reasons, is the expectation that property within an industrial park is developable and would accommodate expansion. In addition to the reasons cited, Dexter Fastener Technologies has also provided a proposal offering an alternative to the tree replacement standards required by Section 6.14 of the Village of Dexter Zoning Ordinance (see attachment).

On September 23, 2013 the Village Council requested that the Planning Commission further look into options for the resolution of this issue. Trustee Semifero, who also serves as the ex-officio member on the Planning Commission, submitted an email (see attachment noting the following items for consideration:

Comments from the PC included:

- Currently we have an ordinance similar to other communities.
- Waivers were granted in the case of the Dextech site plan review, as allowed in the site plan process.
- Dextech could apply for a waiver through the ZBA. This may be preferable to changing the ordinance at this time or for one situation.
- Sometimes our ordinances do not "scale up" well in situations with larger numbers.
- We do not know if this is a single event raising this concern, or if other developments may face similar concerns as Dextech. Do we need to evaluate / survey other parcels in the Village?

Other comments from Dextech:

- Did not realize Dextech would have this liability when purchasing the property, as it was originally purchased with the expectation of developing a significant portion of the lots.
- Expansion in the future could be hindered by trees currently on the property.
- Expansion in the future could require the removal of trees being planted at this time in compliance with the ordinance.
- This is a consideration in the expansion of the facilities in the future.

Potential Issues with Ordinance as written:

- Possible unintended consequences, such as clearing as allowed under the ordinance.
- Should there be a different (or no replacement) standard for the industrial park?
- Should landscaping trees required per the site plan be counted as part of the replacement? (part of Dextech proposal for addressing replacement)

Based upon the questions raised previously by the Planning Commission, we provide the following supplemental information:

Is this a single event? Are there other similar properties in the industrial park with similar characteristics?

An aerial photograph of the industrial park has been provided as an attachment. From the photo, we can confirm that the Dextech site is the only property within the industrial park that contains a large area of mature trees.

Evaluation of Section 6.14, Tree Replacement Ordinance

The intent of the tree replacement ordinance is to *encourage the preservation of existing mature, healthy trees on private property which contribute to the character, welfare and quality of life in Dexter. These standards are intended to prevent unnecessary removal of trees prior to, during and following construction on a site.*

Based upon the intent of the tree replacement ordinance and the expectation that property within an industrial park is developable, we find an Ordinance amendment to Section 6.14 D. may be the most practical. We suggest the following amendment:

Section 6.14 D.

All existing trees identified on the site plan with an eight (8) inch or larger caliper to be removed must be replaced according to the following table, except in the RD district where replacement trees shall be calculated based upon a one to one (1:1) ratio for all categories listed below.

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

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

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

Based on Village Council's discussion, they are interested in the Planning Commission exploring a potential amendment of the Ordinance with a potential variance as a secondary option. The Planning Commission may also want to discuss whether a portion of other landscape requirements can count toward the replacement criteria and the possible unintended consequences (such as clearing) that may currently be allowed under the Ordinance.

RECOMMENDATION

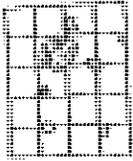
Based upon this information, the Planning Commission can consider two (2) courses of action.

1. Further evaluate the tree replacement ordinance, set a public hearing for potential amendment.
2. Request the applicant to apply to the Zoning Board of Appeals for approval of a variance to allow a reduction in the required tree replacement plantings.

We recommend the Planning Commission consider evaluation of the tree replacement ordinance and potential appropriate amendments using the ZBA as a second option if ordinance amendment is found to be impractical.

Please feel free to contact me prior to the meeting with questions or comments.

Thank you.



Legend

- Public Buildings
- City Parks
- County Buildings
- Local Land Owners
- Highway
- County Roads
- Streams
- Roads
- Other Buildings

1. This map is a planimetric map showing the general location of the subject property in the town of ...

2. The subject property is located in the ...

3. The subject property is located in the ...

4. The subject property is located in the ...

5. The subject property is located in the ...

6. The subject property is located in the ...

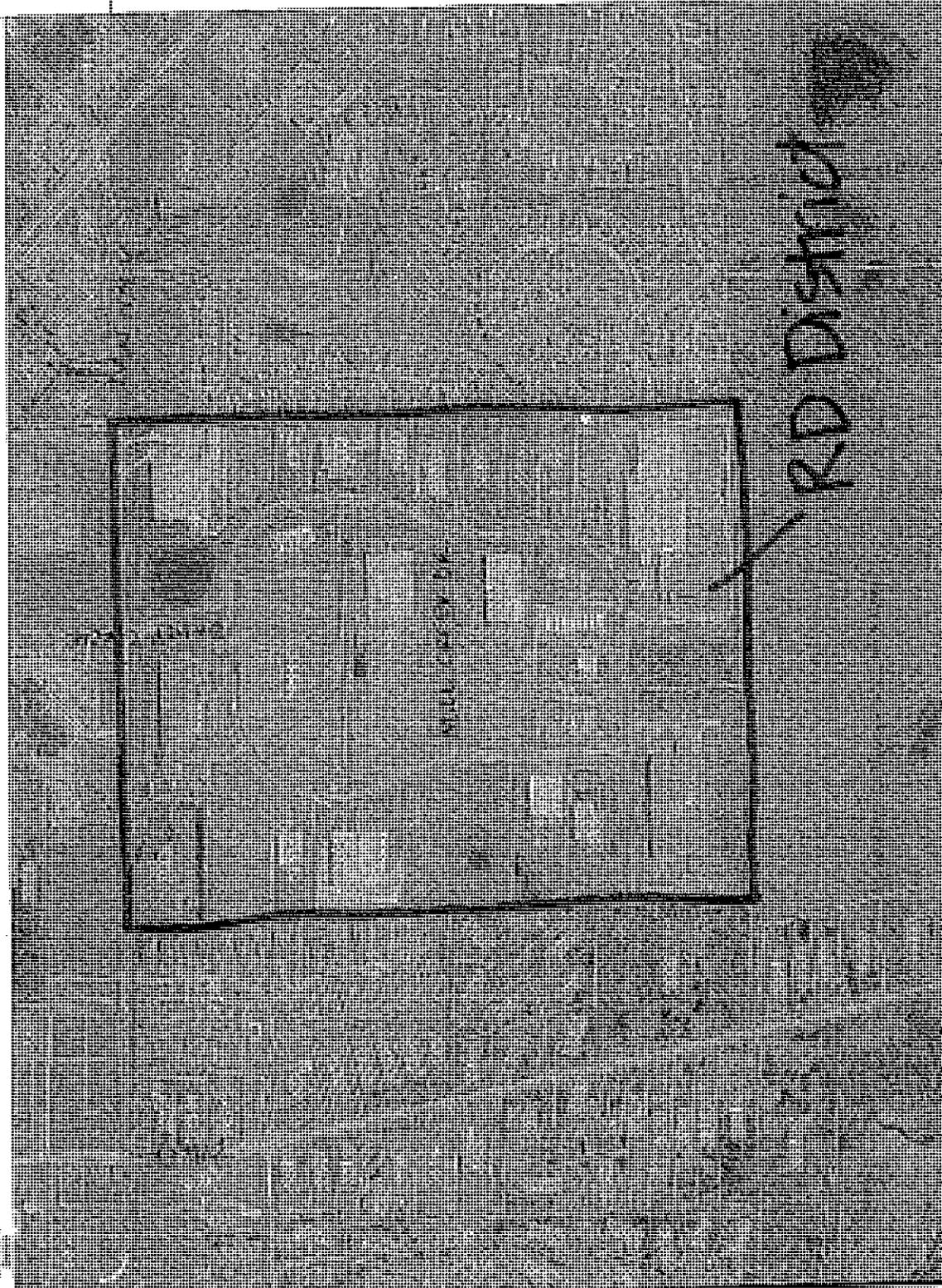
7. The subject property is located in the ...

8. The subject property is located in the ...

9. The subject property is located in the ...

10. The subject property is located in the ...

Map No. 100

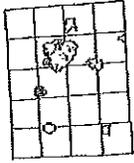


This map is a planimetric map showing the general location of the subject property in the town of ...

The subject property is located in the ...



RD District



Legend

- Police Stations
- Fire Stations
- County Buildings
- Local Unit Offices
- Right of Way
- Quarter Sections
- Parcels
- Schools
- Close_OneWayDec
- Close_Roads
- All Other Roads
- Unknown
- Alley/Driveway, C, A
- Primary Roads
- Ramps
- Highways
- Parks
- Interest

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHINGTON COUNTY EQUALIZATION AND EVALUATION DIVISION AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 744-222-8822.

The information contained in this document is used as a land use and planning tool for approval and zoning purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conditions drawn hereon are not to be used as a basis for any assumption regarding the status of this area is hereby disclaimed.

NO Y2K Parcels may not be to scale.

10/22/2013

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



0 612.23 1,224.5 Feet

© 2013 Washitaw County 1:7,347

AGENDA 11-11-13
ITEM I-2

Public Services Department

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: November 11, 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:

10/21/2012 to 10/25/2012

10/28/2012 to 11/01/2012

Please contact me, if you have any questions.

11-5-13 ✓

DPW/Progress Report	10/28/2013	11/1/2013	5-Days		
Chip Brush		1 Wednesday			
Patch Roads					
Repair Shoulders					
Grade Shoulder					
Storm Sewer Repair					
Install Street Sign		1 Webster			
Road Repair					
Trim Trees,Cut Down					
Clean Ditch					
Pick Up Trash		2 Monday, Friday	DownTown, All Parks		
Plow Roads					
Maintain/Inspect Playgrounds					
Lawn Mowing		3 All parks. Farm house			
Street Sweeping		1 Curb Line, Storm Drains			
Clean Downtown		1			
Farmers Market		1 Picked Up Hand Wash Sink			
Monthly Engine Hours		1			
Apple Daze Prep					
Storm Water Inspection					
Sprinkler System Maintenance					
Crack Seal					

DPW Progress Report	10/28/2013	11/1/2013	5-Days		
Hang Work Order Boxes					
Emptying Street Sweeper into Dumpster					
Monthly Crane Inspection	1				
Weed Killer Application					
Miss Diggs	8				
Stand Pipe Westridge					
Parks	2	Picnic Tables At Warrior Creek			
Tree Inspection					
New Kubota					
Working On Leaf Machine					
Traffic Signals	4				
Clock Downtown					
Put up, Take Down Banners	1	Torn Corner Needs Repair			
Radar Sign					
Bridge Water					
Maintenace GMC Truck					
Compost Bags	2				
Cleaned Drains					
Mower Truck Tail lights					
Office Towels, T.P					
Barricades Out Flooded Sidewalk Forest Street	1				
Repair Tire A.T.V	1				

DPW Progress Report	10/28/2013	11/1/2013	5-Days		
T.V Central Street Storm Sewer	1				
Richard Bros Painting	10	10 - Poles			
Leaf Pick-Up	18	18 - Grand, Forest, Inverness, Dexter Crossing Westridge Sub, Fifth, Dover, Edison, Hudson, Main, Baker, Broad, Huron, 2nd, 3rd, Cushing, 4th, 5th			
Picked Ped Signs Up	4				
Total Work Orders	64				

11-5-13 ✓

Utilities Progress Report

10/28/2013 11/1/2013 5/days

Sewer	7
Water	8
MXU's, Wire	
New meters	
Water shut offs turn on	
Liftstations	4
Miss digs	8
Check floats liftstations	4
Hosing wwtp	1
Backwash filter building	
Final reads/beginning reads	4
Arsenic samples	1
Metro sewer T.V truck	
Huron liftstation	<input type="text"/>
Test flush eye wash	3
Mop 5th well	
Mop filter plant	
Dexter Crossing Lift Station	
Metro vac truck	
5th well annual grease,oil	
Filter plant service cL2 pumps	
Back wash sand filters WWTP	1 #1

Grit chamber new belt	
Filled oiler, greased screw pumps	4
Unplugged ras pump	1
High service pump maintenance	
Cleaned sand filter pilot valve	
Lime on drying beds	
Pumping E.Q Basing	
Lift stations gens	
Ferric chem pump maintenance	
Flushed hydrant	
Pumped 2ndary scum pit	
Sludge field Dancer road	
Blower filters	
Pumped down ferric man hole	1
Open iron pond drain	
Installed Maintenance tags	
Greased raw pit blower	
Mixing blending tank	1
Installed exit lights	
Read water meters	4 4-Days
Handed out shut off	
Service chem pumps WWTP	
Rotated blower	1 #1 Off #2,#3 On
Disinfection Chambers W.W.T.P	1 Cleaned Room

Painting Clear Well W.T.P

Sewer Back Up

Monthly Fire Extinguisher
Inspection

Monthly Exit/Emergency Light
Inspection

Heat Lamp Ferric Tank

1

Sewer Lead Back Up

2 8143 Forest, 3040 Hudson Street

Cleaned Sewer Main

1 Between Forest, Grand Street On Hudson

Raised Curb Box

1 6892 Wellington

Drive Motors Clarifiers

4

Total work orders

63

10-29-13 ✓

DPW Progress Report	10/21/2013	10/25/2013	5-Days
Leaf Pick-Up	2		
Chip Brush	2	Cut up and chipped tree in Monument park.	
Patch Roads			
Repair Shoulders			
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	3	All parks. Farm house	
Street Sweeping	1	Down town, Broad, Farmers Market, Baker rd, 1/2 Ann Arbor st.	
Clean Downtown	1		
Farmers Market			
Monthly Engine Hours			
Apple Daze Prep			
Storm Water Inspection			
Sprinkler System Maintenance	1	Shut off all sprinklers.	
Crack Seal			

DAW/Progress Report	10/21/2013	10/25/2013	5-Days	
Hang Work Order Boxes				
Emptying Street Sweeper into Dumpster				
Monthly Crane Inspection				
Weed Killer Application				
Miss Diggs		4		
Stand Pipe Westridge				
Parks		1		
Tree Inspection				
New Kubota				
Working On Leaf Machine				
Traffic Signals		3	Traffic lights Dan Hoey, Ann Arbor New breaker	
Clock Downtown				
Put up, Take Down Banners				
Radar Sign				
Bridge Water				
Maintenace GMC Truck				
Compost Bags				
Cleaned Drains		1		
Mower Truck Tail lights		1		
Office Towels, T.P		1		
Total work orders		23		

10-29-13 ✓

Utilities Progress Report

10/21/2013 10/25/2013 5/days

sewer	9	
water	7	
mxu's, Wire	2	
new meters	7	
water shut offs turn on	2	214 Cedars of Dexter. 7735 Second st.
liftstations	4	
miss digs	4	
check floats liftstations		
hosing wwtp	1	
backwash filter building	1	35,000 gal water
final reads/beginning reads	3	
arsonic samples	1	
Metro sewer T.V truck		
Huron liftstation		
Test fluse eye wash		
Mop 5th well		
Mop filter plant		
Dexter Crossing Lift Station		1 Replaced #1 Pump.
Metro vac truck		
5th well annual grease,oil		
Filter plant service cL2 pumps		
Back wash sand filters WWTP	1	#3

Grit chamber new belt	
Filled oiler, greased screw pumps	1
Unplugged ras pump	
High service pump maintenace	
Cleaned sand filter pilot valve	1 #1
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	
Blower filters	
Pumped down firric man hole	1
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	1 #3 in service
Disinfection Chambers W.W.T.P	

Painting Clear Well W.T.P

Sewer Back Up

Monthly Fire Extinguisher
Inspection

Monthly Exit/Emergency Light
Inspection

Installed Heat Lamp Ferric
Tank

1

Eric Waste Water Class

1 3-Days 10-22-13-10-24-13

Scott Water Class

1 2-Days 10-22-13-10-23-13

Tim Water Class

1 2-Days 10-22-13-10-23-13

Doug Called In Sick

1 1-Day 10-24-13

Total work orders

57

AGENDA 11-13
ITEM I-5

Manager Report
November 11, 2013
Page 1 of 2

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddetling@dextermi.gov
Phone (734)426-8303 ext. 11 Fax (734)426-5614

MEMO

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: November 6, 2013
**Re: Assistant Village Manager &
Village Manager Report - Meeting of November 11, 2013**

1. Meeting Review:

- October 21st – MDOT Grade Inspection Meeting re: 2014 Street Projects
- October 23rd – Union Negotiations
- October 23rd – Farmer's Market/Community Garden Oversight Committee
- October 30th – Regional Fire Joint Meeting
- November 1st – Michigan Local Government Manager's "Next Gen" Training Session
- November 1st – OHM Project Update Meeting
- November 5th – Arts, Culture & Heritage Committee

2. Upcoming Meetings:

- November 12th – 5H Monthly Meeting
- November 19th – Park Commission Monthly Meeting
- November 20th – DDA Monthly Meeting
- November 21st – Union Negotiations
-

3. NUBCO Surcharge Billing. Attached is the August and September 2013 Surcharge billing for NUBCO. Staff continues to meet with NUBCO to review their plans to reduce their BOD loading.

4. River Terrace Trail at Central Street. Staff has not been able to meet with Coy Vaughn to review design concerns that need to be resolved prior to project construction in the spring. Our goal is provide a formal recommendation with an estimate for the village's costs and how we propose to cover these costs will be on the next agenda.

5. Fire Department Negotiations. Our Dexter Area Fire Department rep Jim Seta contacted Courtney with some questions about the current changes to health care and the state law regarding public employer's allowable contributions to employee health care. Jim, Courtney and Pat Kelly will be meeting to discuss these changes. The meeting has not yet been scheduled.

6. Farmers Market. One of the items that the Village received funding for from the Wellness Foundation was a new banner for Main Street. Attached is the draft of the new banner. It will be ordered over the winter so that it is ready for next season. Our annual Farmers Market vendor dinner will be held on Thursday, November 14, 2013 at 6:00 pm at the Dexter Senior Center. This is our yearly opportunity to recap the season and brainstorm ideas for next season. Council is welcome to attend.

7. LEDs. Kurt Augustine met with our McNaughton-McKay representative to discuss the concerns about the LED lights raised by Trustee Carson. The DPW will be removing three of the lights, which will be sent to the manufacturer, Sylvania for testing. This is the first step in determining whether they are eligible for a warranty replacement. The three lights will be replaced temporarily.
8. Zoning Compliance Guidance. Attached is an internal guidance document being used by office staff. One of our goals is to avoid future resident concerns similar to lot 117 in Westridge. The procedures outlined do not require a Zoning Ordinance amendment. Another important objective of the guidance is to provide consistent staff assistance on this important task. Office staff can receive and prep the preliminary zoning compliance form for approval by the appropriate staff, at this time that is Laura. The guidance will also help when the new Community Development Manager learns our procedures.
9. Arts, Culture & Heritage Committee. The ACH Committee met on November 5, 2013. We are awaiting notification on our grant application to the Michigan Council for Arts and Cultural Affairs and our application to the Detroit Institute of Arts Inside Out Program.
10. Michigan Strategic Fund (MSF) – Bond Update for Wellness Center. Attached is a copy of the Public Hearing Notice posted by the Michigan Strategic Fund for a hearing on the issuance of limited obligation revenue bonds. Also attached is a letter and spreadsheets that provide further explanation for how the \$90,000 in lost DDA revenue was determined. The MSF requested additional information based on the letter Shawn Keough presented to the MSF Board. A copy of that letter is also included for reference.
11. “Next Gen” Training Class. On Friday, November 1, 2013 Courtney attended a training class sponsored by the Michigan Local Government Managers Association’s Next Gen Committee. The topics were human resources, information technology and risk management. A copy of the agenda is attached. These trainings provide an overview of broad topics and allow the opportunity for participants to share stories and get feedback from the other local government managers in the room.
12. Community Development Job Posting Update. The job posting was submitted to the Michigan Municipal League on 10-25-13. The job posting ran in the Sun Times and Ann Arbor-News. The posting was sent to the Public Administration Departments of Wayne State, Eastern Michigan University and University of Michigan. Ads were also placed with Michigan Association of Planning and with the Planning and Zoning News. All ads are posted with a soft deadline of 11-18-13 for a first review of applications and a statement that position is open until filled. We have received 14 applications so far.
13. Christmas Lights Update. A formal Work Order was submitted to the DPW in October to perform the Christmas Lighting installation downtown for the week of November 18th. Barring a major snow or ice storm Christmas Lights will be up prior to the Thanksgiving Holiday.



VILLAGE OF DEXTER

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

Village Council

Shawn Keough
President

Ray Tell
President Pro-Tem

Jim Carson
Trustee

Paul Cousins
Trustee

Donna Fisher
Trustee

Joe Semifero
Trustee

Julie Knight
Trustee

Carol Jones
Clerk

Administration

Donna Dettling
Manager

Dan Schlaff,
Superintendent of
Public Services

Marie Sherry, CPFA
Treasurer/Finance
Director

Courtney Nicholls
Assistant Village
Manager

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www.
dextermi.gov

October 25, 2013

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

RE: Surcharge Billing for period August and September 2013

Dear Tony:

Enclosed is Northern United Brewing Company's second surcharge billing for the period August and September 2013. The Village agreed to participate at 50% of the cost of a holding tank for a 3 month period. The village received confirmation of the construction/installation costs for the tank of \$7,322.43, and applied these costs at 50% or \$3,661.21 as a credit to the current surcharge billing.

This resulted in a surcharge invoice of \$5,995.62, which is due by November 20, 2013. The next surcharge period of October and November will be processed by the end of December and due in January 2014.

Please contact me if you have any questions regarding the surcharge billing.

Respectfully,


Donna Dettling, Village Manager

cc: Dan Schlaff, Superintendent
Andrea Dorney, IPP Coordinator

VILLAGE OF DEXTER
8140 MAIN ST.
DEXTER, MICHIGAN 48130
(734) 426-8303

WATER / SEWER / REFUSE BILL



UTILITY BILL

RETURN THIS PORTION WITH PAYMENT

CUSTOMER NAME & ADDRESS

NORTHERN UNITED BREWIN
2319 BISHOP EAST CIR

CYCLE SECTION SEQUENCE NO.
SS
ACCOUNT NO.

BI03-002319-0000-03

BILLING DATE
10/25/13

AFTER
11/20/13

AMOUNT DUE
\$5995.62

PAY THIS LATE AMOUNT \$5995.62

PROPERTY ADDRESS
2319 BISHOP EAST CIR
CYCLE SECTION ACCOUNT NO.
SS BI03-002319-0000-03

FROM 08/01/13 TO 09/30/13 61
CODE CURR READ PREV READ 1000 GALLONS AMOUNT
PB \$0.00
SC \$5,995.62

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID
DEXTER, MI
PERMIT NO. 100

BILLING DATE 10/25/2013

AFTER 11/20/2013

AMOUNT DUE

\$5995.62

PAY THIS LATE AMOUNT

\$5995.62

NORTHERN UNITED BREWING CO
2319 BISHOP EAST CIR
DEXTER, MI 48130

August dated
Due by Sept 15, 2013

VILLAGE OF DEXTER INDUSTRIAL PRE-TREATMENT COMPLIANCE REPORT
8360 Huron St. Dexter MI 48130 426-4572 Fax 426-5614

Process Description: Brewing and packaging beer

Facility Name: Northern United Brewing Company
Address: 2319 Bishop Circle, Dexter, Mi. 48130-1567
Phone: 734-276-1910 SIC code: 2082

Process Description	Average Flow gal/day	Maximum Flow gal/day
Brewing and packaging	4966	15,353

Total of all Flows=

Parameter Sample type, C=composite	TSS: C	BOD: C	Phos.
Permit Limit	100 lbs/d	150 lbs/d	No limit
Measured results (specify units)	1008 mg/l	4600 mg/l	52 mg/l
Calculated load	71 lbs/d	311 lbs/d	4 lbs/d
Minimum pH	NR	Maximum pH	NR

Limit ≥ 5.5 , ≤ 9.5

I certify under penalty of law that I have personally examined and I am familiar with the information in this report and all attachments therein. I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fines and imprisonment. I further certify that the samples reported are representative of normal work cycles and expected pollutant discharges.

Signed [Signature] Title CEO/COO Date 9/12/13

NUBCO AUGUST 2013

Surcharges based on greater than

mg/l parameter	
300 BOD	
275 TSS	
12 Phosphorus	

2013 rate	
\$0.62	
\$0.21	
\$4.57	

Monthly Water Use in Gallons

218,719

Monthly Average Concentration mg/L	Surchargeable Concentration mg/L	Surchargeable WWTP loading lbs.	Surchargeable Surcharge Fee \$
4600	4300	7843.7	\$4,863.09
1008	733	1337.1	\$280.79
52	40	73.0	\$333.45
			<u>\$5,477.33</u>

Average BOD	
Average TSS	
Average Phosphorus	
Total surcharge	

AUGUST PUC data

Date	Time	Min Flow	Max Flow	Consumption
8/5/2013	12:00 AM	0	0	0
8/5/2013	1:00 AM	0	0	0
8/5/2013	2:00 AM	0	0	0
8/5/2013	3:00 AM	0	38.224	401
8/5/2013	4:00 AM	0	30.446	259
8/5/2013	5:00 AM	0	22.297	105
8/5/2013	6:00 AM	-0.002	23.171	23

Average Flow 4.966
 Average Consumption 298
 Total Consumption 218719 X
 Max Flow 83.282

Earliest
 Latest
 Units
 Gallons/Hour

September data
 Oct. 15, 2013
 Report

VILLAGE OF DEXTER INDUSTRIAL PRE-TREATMENT COMPLIANCE REPORT
 8360 Huron St. Dexter MI 48130 426-4572 Fax 426-5614

Process Description: Brewing and packaging beer

Facility Name: Northern United Brewing Company
 Address: 2319 Bishop Circle, Dexter, Mi. 48130-1567
 Phone: 734-276-1910 SIC code: 2082

Process Description	Average Flow gal/day	Maximum Flow gal/day	
Brewing and packaging	6450	14,428	
Total of all Flows			
Parameter: Sample type, C=composite	TSS: C	BOD: C	Phos.
Permit Limit	100 lbs/d	150 lbs/d	No limit
Measured results (specify units)	482 mg/l	4133 mg/l	44.1 mg/l
Calculated load	26 lbs/d	222 lbs/d	2.4 lbs/d
Minimum pH	NR	Maximum pH	NR
		Limit	≥5.5, ≤9.5

I certify under penalty of law that I have personally examined and I am familiar with the information in this report and all attachments thereto. I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment. I further certify that the samples reported are representative of normal work cycles and expected pollutant discharges.

Signed [Signature] Title CFO/COO Date 10/11/13

NUBCO SEPTEMBER 2013

Surcharges based on greater than

mg/l parameter

300	BOD
275	TSS
12	Phosphorus

2013 rate

\$0.62
\$0.21
\$4.57

Monthly Water Use in Gallons

195,252

Monthly Average Concentration mg/L	Surchargeable Concentration mg/L	Surchargeable WWTP loading lbs.	Surchargeable Surcharge Fee \$
4133	3833	6241.7	\$3,869.83
482	207	337.1	\$70.79
44.1	32.1	52.3	\$238.88
			<u>\$4,179.50</u>

Average BOD
 Average TSS
 Average Phosphorus
 Total surcharge

Tank

Donna Dettling

From: Tony Grant <tony@nubco.net>
Sent: Tuesday, September 24, 2013 11:45 AM
To: Donna Dettling
Subject: Remaining Invoices for Water Installation
Attachments: EPSON006.PDF

Hi Donna,

Please see the final bills for the original tank install. These do not include the capping and the back-up pump / generator that we are installing now. ~~These only~~ include the work to get the equalization tank into place and functioning as we had agreed. The total is \$7,322.43.

Let me know if you need anything else!

Thanks,

Tony

*Tony Grant
Northern United Brewing Company
CFO / COO
mobile: 734-276-1910
main office: 734-792-9102
direct: 734-792-9110
f: 734-661-4720
tony@nubco.net
www.nubco.net*



5057 Sawyer Woods Drive
Traverse City, MI 49685

Invoice

Date	Invoice #
9/9/2013	4588

Bill To
Wilson & Company Contracting Inc. 2790 Island View Traverse City, MI 49686

Project Location
Pump Station/Power Drop Dexter, MI

P.O. Number	Terms	Project
	Net 30	TL13540 Pump Station /po...

Quantity	Description	Price Each	Amount
22	Service Technician Electrical Materials Install pump station electrical and power drop for lift station Work performed on 8-20 Attn: Gary Wilson <i>Please Pay Direct</i>	63.50	1,397.00 675.43

Phone #	Fax #	E-mail
(231) 922-8626	(231) 922-2007	blaine@toplineelectric.us

Thank you for your business.

Total	\$2,072.43
--------------	------------

From: tpeltcs@comcast.net
Subject: dexter brewery
Date: September 10, 2013 8:08:45 PM GMT-04:00
To: gary wilson <gwilsonwcci@gmail.com>

Iron Creek Contractors
811 Red Mill
Tecumseh Mich. 49286
Phone 517 423 5750
Fax 5174237960
Email tpeltcs@comcast.net

Sept. 9 2013

Att Gary Wilson

WCCI

Re pump tank install Dexter brewery

Furnish and install 1,000 gal pump tank and 130gal/min. pump and
install outfall lines from frak tank.

Price as quoted

\$5,250.

Please Pay Direct

WCCI



Dexter Farmers Market

Locally Grown Produce - May thru Oct.

Located on Alpine St.
Saturday 8am - 1pm
Tuesday 2pm - 6pm

Over-Street Banner, 30" x 26", 2-sided

**Required GUIDANCE for all staff on review of Zoning Compliance Documents
October 2013**

PRELIMINARY ZONING COMPLIANCE

1. Receive **Preliminary Zoning Compliance Form.**
 - Document receipt of fee and date, initial form received.
 - Before the applicant leaves the village office, examine documents to confirm all items are included for basic completeness of permit; use the half-sheet check list. Pull the address file and attach application, include checklist with any notes that will aid in finalizing and approving the form.
 - Send the zoning compliance form, plot survey and building elevations for new construction to the Home Owner's Association prior to completing the approval.
 - Include a consistent message to the HOA. *The attached Preliminary Zoning Permit is being provided prior to approval. Please review and acknowledge receipt. Formal approval and acceptance by the HOA is not a requirement for village approval.*

2. Confirm that all regulations have been met.
 - Evaluate the certified survey to verify all setbacks are met; calculate lot coverage to verify it is 30% or less.
 - Confirm that placement of street trees is on the plan.
 - Verify receipt of soil erosion permit.
 - Confirm receipt of pictures of site.
 - Review and evaluate location(s) of home(s) on either side of the proposed new home. Builder will provide a plan that shows locations of existing homes in relationship to the proposed home. Keep in mind that non-standard lots or lots on a cul-d-sac could potentially yield concerns with consistent setback appearance.
 - When placement is inconsistent, ask builder to reconsider foot print of home to make it more consistent with the surrounding homes according to the architectural control provisions of the Master Deed, if applicable.

3. Stamp approved and sign preliminary compliance form and site plan after all steps have been followed. Provide 2 sets to the builder, 1 copy to Township, 1 copy for quarterly file, and file original in address file.

FINAL ZONING COMPLIANCE

1. Receive **Final Zoning Compliance Form.** Date stamp to track progress toward approval.

2. Confirm Tap fees have been paid.

3. Staff conducts a site visit to verify all regulations have been met.
 - Verify installation of driveway and measure driveway width
 - Measure side yard setback

- Measure front yard setbacks
- Verify installation of sidewalk and measure length of sidewalk
- Check for a MXU and Meter box
- Check that street tree(s) are planted
- Look at grade, rough or is final grade completed
- Soil erosion permit closed out by Washtenaw County
- Close out of right of way permit for pavement/sidewalk inspection
- Performance bond posted for all incomplete site work

4. Stamp approved and sign final compliance form after all steps have been followed. Provide 2 sets to the builder, 1 copy to Township, 1 copy for quarterly file, and file original in address file:

**NOTICE OF PUBLIC HEARING BEFORE THE
MICHIGAN STRATEGIC FUND**

**ISSUANCE OF LIMITED OBLIGATION REVENUE BONDS ON
BEHALF OF THE CHELSEA-AREA
WELLNESS FOUNDATION**

The Michigan Strategic Fund (the "MSF") will hold a public hearing at 9:00 a.m. at the offices of the Michigan Economic Development Corporation located at 300 North Washington Square, Lansing, Michigan 48913 on November 14, 2013, on the issuance of limited obligation revenue bonds (the "Bonds") by the MSF on behalf of The Chelsea Health and Wellness Foundation, doing business as Chelsea-Area Wellness Foundation ("CWF"), a Michigan nonprofit corporation, to assist CWF in financing (i) the purchase of land and an approximately 48,000 square foot existing facility thereon located at 2810 Baker Road, Village of Dexter, County of Washtenaw, Michigan; and (ii) the costs of issuance of the Bonds (the "Project"). The Project will be owned and operated by CWF. The facility will provide the community with fitness facilities, meeting space, health education classes, medical integration programming, and other related fitness offerings. The MSF proposes to issue the Bonds in an aggregate principal amount not to exceed Twelve Million Dollars (\$12,000,000). The Bonds will be limited obligations of the MSF, payable only from the loan repayments to be made by CWF to the MSF and other security provided by CWF. The Bonds will not constitute an indebtedness of the MSF, the State of Michigan, or any political subdivision thereof within the meaning of any constitutional or statutory provision and will not constitute or give rise to a charge against the general credit of the MSF or the credit or taxing power of the State of Michigan or any political subdivision thereof. The MSF has no taxing power. The hearing shall provide the fullest opportunity for expression of opinion, for arguments on the merits and for introduction of documentary evidence pertinent to the nature and location of the Project and the proposed issuance of the Bonds. Written comments will be accepted by MSF at the above MSF address, but must be received on or before the date and time of the hearing.

Diane Cranmer, Loan Administrator
Michigan Strategic Fund
(517) 373-2778

Dated: October 24, 2013

Published October 31, 2013



VILLAGE OF DEXTER

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

Village Council

Shawn Keough
President

Ray Tell
President Pro-Tem

Jim Carson
Trustee

Paul Cousins
Trustee

Donna Fisher
Trustee

Julie Knight
Trustee

Joe Semifero
Trustee

Administration

Donna Dettling
Manager

Carol Jones
Clerk

Marie Sherry, CPFA
Treasurer/Finance Director

Courtney Nicholls
Assistant Village Manager

Dan Schlaff
Superintendent of Public Services

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www.
DexterMI.gov

November 6, 2013

Michigan Strategic Fund Board
300 N Washington Square
Lansing MI 48913

Re: Village of Dexter Downtown Development Authority

Dear Board Members:

Enclosed with this letter are three spreadsheets showing a projection of the revenue that would be collected by the Village of Dexter's Downtown Development Authority ("DDA") on the former Colorbok property ("District") if the existing Dexter Wellness Center were to remain on the tax roll, if it were to be removed, and if it were to be removed and the proposed third building is not built. This projection is based on a combination of actual taxable values and estimated future taxable values. Future values are estimated based on one of three things: the actual taxable value as of 2013, the 2014 taxable value as estimated by the local assessor, or the value of future construction as estimated by the property's developer. For the purposes of these spreadsheets, the proposed changes to the personal property tax laws are not being taken into consideration.

The first column of each spreadsheet shows the addresses of the original parcels, current parcels, and the location of any personal property within the District. The first two rows show the original parcels which, after the purchase of the property by the developer, were split and subsequently combined and/or made into a condominium. The following four rows show the addresses of parcels in existence as of 2013, and the last 11 rows are personal property that was or is located within the District.

The second column gives the parcel numbers of the various pieces of real and personal property. Real property parcels start with HD-08 and personal property parcels start with HD-99. These parcel numbers remain with the parcel even after it becomes inactive due to splits and combinations.

VILLAGE OF DEXTER

Page 2

The third column is the value of the property in its base year. The DDA uses a tax increment financing model to raise revenue. In the case of this property, it was added to the DDA in 2006 so the values used to calculate the Base Value are for the 2007 tax year. Parcels in existence as of 2007 have positive values in this columns, and parcels that were not yet in existence have a value of zero.

The fourth column contains taxable values that are estimated for future years. The third row is the existing Dexter Wellness Center, which was not fully assessed in the 2013 tax year. Its estimated value was provided by the local assessor. The fourth row is for a proposed building on current vacant land. This estimated value was provided by the developer, who said it would be close to the value of the existing Dexter Pharmacy Building. The fifth and sixth rows contain the 2013 taxable value of the Dexter Pharmacy Building, which is a condominium. The final three rows contain the actual taxable values as 2013 for the existing personal property (the other personal property is no longer located within the District).

The fifth column contains the future estimated captured value for these parcels. This number is derived by taking the future estimated value (column four) and subtracting the base value (column three). If the future estimated value is less than the base value, than a negative capture situation exists - the DDA loses funds on that parcel. If the future estimated value is more than the base value, then the DDA captures that value. As shown in the first spreadsheet, with all parcels included the DDA would have a positive captured value of more than \$4 million. The second spreadsheet shows that if the Dexter Wellness Center is removed from the calculations, the DDA would have a positive captured value of just \$613K. If the Dexter Wellness Center is removed from the rolls *and* the third building is not built, then the DDA would have a negative capture value of \$586K, which is shown on the third spreadsheet.

The final column shows the actual tax dollars captured or lost on each parcel within the District, under each of the three scenarios, based on a millage rate of 22.3688 mills. This millage rate is derived from 2013 summer tax rates and 2012 winter tax rates.

If you have any questions about this spreadsheet or my assumptions, please do not hesitate to contact me.

Very Truly Yours,

Marie A. Sherry, CPFA, CPFIM
Treasurer/Finance Director, msherry@DexterMI.gov

Estimated Future Revenue - Includes Wellness Center, Dexter Pharmacy & Proposed Third Building

Colorbok "District"		2007 Base	Future Estimated	Future Estimated	Future Estimated	Future Estimated
		Year Value	Taxable Value	Captured Value	Value	Revenue
2810 Baker (Original Colorbok Parcel)	HD-08-06-400-010	1,296,069	-	-	(1,296,069)	(28,992)
2720 Baker (Original Colorbok Parcel)	HD-08-06-400-011	114,335	-	-	(114,335)	(2,558)
2810 Baker (Dexter Wellness Center)	HD-08-06-455-001	-	3,400,000	-	3,400,000	76,054
2740 Baker (Vacant Third Parcel)	HD-08-06-455-002	-	1,200,000	-	1,200,000	26,843
2820 Baker Road #5 (Pharmacy Building)	HD-08-06-458-005	-	556,900	-	556,900	12,457
2820 Baker Road #1 (Pharmacy Building)	HD-08-06-458-501	-	664,473	-	664,473	14,863
2716 Baker (Colorbok)	HD-99-49-050-530	450,400	-	-	(450,400)	(10,075)
2716 Baker (Avi Foodsystems)	HD-99-49-050-533	1,200	-	-	(1,200)	(27)
2716 Baker (VFS Lease Residual Holdings)	HD-99-49-050-534	2,800	-	-	(2,800)	(63)
2716 Baker (VFS Residual Holdings)	HD-99-49-050-536	1,900	-	-	(1,900)	(43)
2716 Baker (Raymond Leasing)	HD-99-49-050-545	3,600	-	-	(3,600)	(81)
2716 Baker (GE Capital Corp)	HD-99-49-050-546	5,600	-	-	(5,600)	(125)
2716 Baker (DGS Equipment Holdings)	HD-99-49-050-730	4,300	-	-	(4,300)	(96)
2820 Baker (Dexter Pharmacy)	HD-99-49-053-110	-	31,200	-	31,200	698
2820 Baker (Dental Group)	HD-99-49-053-120	-	34,600	-	34,600	774
2820 Baker (Rehab Specialists)	HD-99-49-053-120	-	6,100	-	6,100	136
Total		1,880,204	5,893,273	4,013,069	89,768	

**Total DDA Captured Mills = 22.3688

Estimated Future Revenue - Includes Dexter Pharmacy & Proposed Third Building (No Wellness Center)

Colorbok "District"		2007 Base	Future Estimated	Future Estimated	Future Estimated	Future Estimated
		Year Value	Taxable Value	Captured Value	Value	DDA Revenue
2810 Baker (Original Colorbok Parcel)	HD-08-06-400-010	1,296,069	-	-	(1,296,069)	(28,992)
2720 Baker (Original Colorbok Parcel)	HD-08-06-400-011	114,335	-	-	(114,335)	(2,558)
2810 Baker (Dexter Wellness Center)	HD-08-06-455-001	-	1,200,000	1,200,000	-	26,843
2740 Baker (Vacant Third Parcel)	HD-08-06-455-002	-	556,900	556,900	-	12,457
2820 Baker Road #5 (Pharmacy Building)	HD-08-06-458-005	-	664,473	664,473	-	14,863
2820 Baker Road #1 (Pharmacy Building)	HD-08-06-458-501	-	-	(450,400)	-	(10,075)
2716 Baker (Colorbok)	HD-99-49-050-530	450,400	-	-	(1,200)	(27)
2716 Baker (Avi Foodsystems)	HD-99-49-050-533	1,200	-	-	(2,800)	(63)
2716 Baker (VFS Lease Residual Holdings)	HD-99-49-050-534	2,800	-	-	(1,900)	(43)
2716 Baker (VFS Residual Holdings)	HD-99-49-050-536	1,900	-	-	(3,600)	(81)
2716 Baker (Raymond Leasing)	HD-99-49-050-545	3,600	-	-	(5,600)	(125)
2716 Baker (GE Capital Corp)	HD-99-49-050-546	5,600	-	-	(4,300)	(96)
2716 Baker (DGS Equipment Holdings)	HD-99-49-050-548	4,300	-	-	-	698
2820 Baker (Dexter Pharmacy)	HD-99-49-050-730	-	31,200	31,200	-	774
2820 Baker (Dental Group)	HD-99-49-053-110	-	34,600	34,600	-	136
2820 Baker (Rehab Specialists)	HD-99-49-053-120	-	6,100	6,100	-	-
Total		1,880,204	2,493,273	613,069	13,714	

****Total DDA Captured Mills = 22.3688**

Estimated Future Revenue - Includes Dexter Pharmacy (No Wellness Center or Proposed Third Building)

	2007 Base Year Value	Future Estimated Taxable Value	Future Estimated Captured Value	Future Estimated DDA Revenue
Colorbok "District"				
2810 Baker (Original Colorbok Parcel)	1,296,069	-	(1,296,069)	(28,992)
2720 Baker (Original Colorbok Parcel)	114,335	-	(114,335)	(2,558)
2810 Baker (Dexter Wellness Center)	-	-	-	-
2740 Baker (Vacant Third Parcel)	-	-	-	-
2820 Baker Road #5 (Pharmacy Building)	-	556,900	556,900	12,457
2820 Baker Road #1 (Pharmacy Building)	-	664,473	664,473	14,863
2716 Baker (Colorbok)	450,400	-	(450,400)	(10,075)
2716 Baker (Avi Foodsystems)	1,200	-	(1,200)	(27)
2716 Baker (VFS Lease Residual Holdings)	2,800	-	(2,800)	(63)
2716 Baker (VFS Residual Holdings)	1,900	-	(1,900)	(43)
2716 Baker (Raymond Leasing)	3,600	-	(3,600)	(81)
2716 Baker (GE Capital Corp)	5,600	-	(5,600)	(125)
2716 Baker (DGS Equipment Holdings)	4,300	-	(4,300)	(96)
2820 Baker (Dexter Pharmacy)	-	31,200	31,200	698
2820 Baker (Dental Group)	-	34,600	34,600	774
2820 Baker (Rehab Specialists)	-	6,100	6,100	136
Total	1,880,204	1,293,273	(586,931)	(13,129)

***Total DDA Captured Mills = 22.3688



VILLAGE OF DEXTER

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

Village Council

Shawn Keough
President

Ray Tell
President Pro-Tem

Jim Carson
Trustee

Paul Cousins
Trustee

Donna Fisher
Trustee

Julie Knight
Trustee

Joe Semifero
Trustee

Administration

Donna Dettling
Manager

Carol Jones
Clerk

Marie Sherry, CPFA
Treasurer/Finance Director

Courtney Nicholls
Assistant Village Manager

Dan Schiaff
Public Services Superintendent

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www.dextermi.gov

October 23, 2013

Mr. Michael A. Finney, MSF Board President and Chairman
Michigan Economic Development Corporation
300 North Washington Square
Lansing, MI 48913

Dear Mr. Finney,

On behalf of the Village of Dexter Village Council and the Village's Downtown Development Authority (DDA), I am submitting this letter to your attention to share with the Michigan Strategic Fund (MSF) Board. We understand that the October 23, 2013 MSF Agenda will include an Item H-1 for the consideration of the Inducement Resolution for the Private Activity Bonds for the Chelsea Area Wellness Foundation (CAWF). The purpose of this letter is to inform your board of the future impact that this item will have on the Village and our DDA.

The CAWF is currently a tenant in a newly (opened June 2013) constructed building within the Village's DDA boundary. The new building is owned by an entity known as the DWC LLC and was part of a redevelopment project within the DDA that included the demolition of an older building and the potential construction of 3 new buildings on the same site. The vision for 3 new buildings for this new redevelopment began in 2007 and was highly supported by the Village and the DDA as a way to transform a portion of our community. The Village's DDA was enthusiastic about an opportunity to turn an older unused facility into a new development that would provide increased TIF capture for the Village's DDA. The 3 new buildings together were expected to generate approximately \$90,000 per year in additional TIF capture. Please consider that \$90,000 represents a 25% increase in the DDA's current TIF capture (approximately \$340,000) within their entire district. After years of TIF capture decline, this redevelopment represented a significant opportunity to revitalize the area, pay down existing bond debt and spur future enhancements within the district (i.e. parking improvements, streetscapes, potential new fire station, etc.).

The building owned by DWC, LLC is the largest building planned as part of the redevelopment. The problem with the CAWF purchase is that their status as a non-taxable entity will not allow this vision to come to reality. In fact, since only one of the other two buildings has been constructed to date, the sale of this building using the tax-exempt bonds issued by the MSF will place the Village's DDA in a negative capture (approximately \$12,600 per year) situation for the foreseeable future and cause increased strain on the DDA budget. None of that was anticipated or expected when the DDA stepped to the plate in support of this redevelopment.



VILLAGE OF DEXTER

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

The DDA financially supported the vision for this new redevelopment by donating \$100,000 for infrastructure improvements in 2009, when the first building was constructed on the site. The \$100,000 DDA contribution to the project was also used as the local match for a Small Brownfield MBT Tax Credit (up to \$700,000 as we understand) approved by the MEDC in December 2009. The tax credit was apparently only requested to be applied to the two smaller buildings on the site, however the Village was not aware of this information at the time that the MEDC acted on the developer's (BST Investments) request for the tax credit.

We are concerned that a significant amount of public money has been invested (first by the DDA, second by the State in the form of a tax credit) to help spur this redevelopment opportunity. With the sale of the largest building to non-profit organization, the result is a redevelopment that does not benefit the tax payers of the community financially. The Village and DDA believe that we have invested in good faith to support a redevelopment opportunity the right way. The sale of this building to a non-profit organization significantly hampers our vision for increased tax revenue via the redevelopment and does not seem to pass the "smell test" for fairness in our community. To the average person, it appears that the CAWF is going to save thousands of dollars in rent and taxes each year (approximately \$75,000), and that the developer will profit through the sale of the building. The Village and DDA on the other hand are left holding what is left, which isn't very much. Instead, we are left asking how this happened, when a few months ago we were feeling good about our decisions. We were in favor of trying to do things the right way to help spur the economy and help our community. The issuance of bonds by the MSF will certainly help the CAWF finance the purchase of the building and help them with their mission. However, the resulting removal of this property from the tax roll will also have a long term impact on the financial health of the Dexter community.

We are not asking that the MSF Board change its agenda item today, but we felt it was important for the State to understand that the request that is being made today will definitely have impacts on our great little community. While we are aware that there will be a public hearing in a few weeks, we felt it was important for the Board to be aware of this information prior to any actions they may take going forward.

Thank you for any consideration of our input and for any help or ideas you can provide,

Sincerely,

Shawn W. Keough
Village President
(734) 426-8303 (Village Office)
(313) 363-1434 (cell)

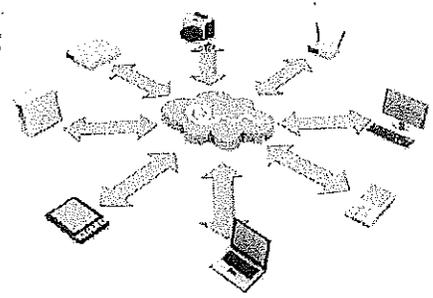


Michigan Local Government Management Association

NextGen



HR



HUMAN RESOURCES, INFORMATION TECHNOLOGY, AND RISK MANAGEMENT

WHAT YOU NEED TO KNOW, WHAT YOU SHOULD KNOW, AND WHAT YOU HOPE YOU WILL NEVER KNOW

- 8:30 am - 9:00 am
- 9:00 am - 9:10 am
- 9:10 am - 10:00 am
- 10:00 am - 10:50 am
- 10:50 am - 11:00 am
- 11:00 am - 11:50 am
- 11:50 am - 12:40 pm
- 12:40 pm - 1:40 pm
- 1:40 pm - 2:30 pm
- 2:30 pm - 3:20 pm
- 3:20 pm - 3:30 pm
- 3:30 pm - 4:30 pm
- 4:45 pm

Breakfast and Networking Sponsored by

Welcome

Matt Baumgarten, City Manager, Lathrup Village

Nate Geinzer, Assistant to the City Manager, Farmington Hills

Human Resources Essentials

April Lynch, City Manager, Ferndale

Motivating Today's Local Government Employees

April Lynch, City Manager, Ferndale

John Randle, Human Resources Director, Farmington Hills

Keith VanBeek, Assistant County Administrator, Ottawa County

Break

Information Technology Essentials

Dan Eggleston, IT Right

Municipal IT Trends

Dan Eggleston, IT Right

Joe Gacioch, Chief Innovation Officer (CINO), Ferndale

Matt VanDyken, Technology Services Coordinator, City of Holland

Lunch

Risk Management Essentials

Gene King, LEAF Coordinator, MML Risk Management Services

"What About the Liability?" - Limiting Your City's Exposure

Jerry Graczyk, Loss Control Consultant, MML Risk Management Services

Break

What's Next for NextGen?

Networking at Edmund's Pastime



FRIDAY, NOVEMBER 1, 2013

8:30AM - 4:30PM

MML Lansing Office
208 N. Capital Avenue
Lansing, MI 48933

REGISTER HERE BY OCTOBER 25

Questions about this FREE NextGen event?
Contact:

Matt Baumgarten
(248) 557-2600 ext. 225
info@lathrupvillage.org

Nate Geinzer
248-871-2507
ngeinzer@fhgov.com

Village President Report by Shawn Keough
November 11, 2013

AGENDA 11-11-13
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

As part of the consent agenda, I am recommending the appointment of Virginia (Gini) Davis to the Arts, Culture & Heritage Committee. I spoke with Gini on November 6th. She is very enthusiastic and has already attended one ACH meeting. Her application is part of the consent agenda.

October 30, 2013 – Special DDA Meeting to discuss Dexter Wellness Center Sale – At a special meeting held on October 30, 2013, the Village Downtown Development Authority accepted the offer from BST/DWC. The offer consisted of an amendment to the Brownfield Reimbursement Agreement between the County Brownfield Redevelopment Authority and BST. The amendment will forgo future reimbursement beyond the 2013 tax season. DWC will be making a donation to the DDA as part of their offer. Village staff has been working with the County and BST/DWC to get the appropriate agreements drafted and in place. The County BRA meets on November 7, 2013 and may be able to approve the agreement, which could then be signed by BST as part of the closing on the Wellness Center.

October 30, 2013 – A joint Regional Fire Department meeting was held with representatives of Dexter Township, Scio Township and Webster Township. Village Manager Donna Dettling and Trustees Tell, Cousins and Carson were also able to attend. 4 firefighters attended and participated as well. Representatives of Dexter Township and Webster Township expressed their current concerns over the formation of a new regional department. I tried to encourage both Webster and Dexter to pass an agreement with whatever conditions they felt were necessary so that the Regional Fire Department committee could continue to discuss next steps and potentially negotiate any points for clarification and agreement.

November 2, 2013 – Trustee Semifero and I attended a meeting with the owners of the Dexter Mill to discuss the Central Street project and the alternatives for parking and access along the front of the Dexter Mill while incorporating sidewalk, green space and decorative streetscape elements. The discussion resulted in a set of key elements that we felt both the Mill and the Village were trying to accomplish. These elements will be discussed further at a workshop on November 11th.

Future Activities

November 11, 2013 – Village Council Meeting – please note that there is a workshop at 6 pm to discuss the Central Street project with the owners of the Dexter Mill.

November 14, 2013 – Michigan Strategic Fund – public hearing on the Notice of Bond issuance for the Wellness Center Sale. The official MSF meeting where action could be taken to approve the bond issuance is November 20, 2013.

November 20, 2013 – Village of Dexter Downtown Development Authority meeting

November 21, 2013 – Union Negotiations

November 25, 2013 – Village Council meeting

Additional Goals/Activities for November/December 2013

1. Schedule a Website Committee meeting – this committee has not met since we launched the website and I think it would be a good idea to review our procedures and use of the site.
2. Schedule our next Facility Committee meeting.
3. Find a replacement for Scott Bell on the Planning Commission. Scott has indicated a desire to step down after many years of service.

I look forward to seeing you around our town!

Shawn Keough, Village President
skeough@DexterMI.gov

(313) 363-1434 (cell)

User: erin

EXP CHECK RUN DATES 11/04/2013 - 11/06/2013

DB: Dexter

JOURNALIZED OPEN AND PAID

BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. ALEXANDER CHEMICAL CORPORATION	1,555.20		
2. ALRO STEEL CORP	510.00		
3. ARBOR CARE TREE SURGEONS	350.00		
4. ARBOR SPRINGS WATER CO.INC	13.00		
5. BETH ALLEN	20.00		
6. CARLSON COMMUNICATION	80.00		
7. CATHERINE MEUWISSEN	20.00		
8. CHAD ROBINSON	20.00		
9. CHET'S RENT ALL	2,240.00		
10. CINTAS CORPORATION	1,154.11		
11. CITY SERVICES, INC.	375.00		
12. CMYK IMPERIAL PRINTING	600.00		
13. COMCAST	75.24		
14. CORRIGAN OIL COMPANY	353.56		
15. DTE ENERGY	13,272.76		
16. DYKEMA GOSSETT PLLC	5,421.20		
17. EARL AVERY	20.00		
18. ELHORN ENGINEERING CO	1,196.00		
19. ETNA SUPPLY CO	4,891.16		
20. F&V OPERATIONS	3,774.21		
21. GRACIELA DEMERATH	965.33		
22. GRAINGER	403.80		
23. GRISSOM JANITORIAL	320.00		
24. HACKNEY HARDWARE	1,350.99		
25. HAROLD GROSS	70.00		
26. HARTMAN, ERIC	49.72		
27. JOHN'S SANITATION	585.00		
28. KUBOTA	20,830.60		
29. KURT AUGUSTINE	120.00		
30. LESSORS WELDING SUPPLY	29.70		
31. MARIE A. SHERRY	279.25		
32. MARK'S AUTO SERVICE, INC.	15.00		
33. MAURER, SCOTT	67.20		
34. MELISSA TIPPENS	20.00		
35. METRO ENVIROMENTAL SERVICES	3,826.25		
36. MICHIGAN ASSOC OF PLANNING	75.00		
37. MICHIGAN MUNICIPAL LEAGUE	350.00		
38. MICHIGAN PIPE & VALVE	600.07		
39. MML WORKERS COMPENSATION FUND	3,644.00		
40. NORTH CENTRAL LABORATORIES	678.56		
41. NORTHERN SAFETY CO INC	131.92		
42. NOVOPRINT USA, INC.	695.00		
43. ORCHARD, HILTZ & MCCLIMENT INC	62,373.12		
44. PLANNING & ZONING CENTER, INC.	95.00		
45. PNC	182.00		
46. RANDALL TORNO	5.00		
47. RAYMER	7,250.00		
48. ROGER BUTLER-BORRUAT	20.00		
49. STEVE RICH	20.00		
50. THE SUN TIMES	89.10		

User: erin

EXP CHECK RUN DATES 11/04/2013 - 11/06/2013

DB: Dexter

JOURNALIZED OPEN AND PAID

BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
51. TRACTOR SUPPLY CREDIT PLAN	137.91		
52. USA BLUE BOOK	249.75		
53. UTILITIES INSTRUMENTATION SERV	912.00		
54. VANSTON OBRIEN, INC	105.00		
55. VARSITY FORD	39.70		
56. WASHTENAW AREA TRANSPORTATION	1,000.00		
57. WASHTENAW COUNTY TREASURER	38,025.00		
58. WASHTENAW COUNTY WATER RESOURCES	330.00		
TOTAL ALL CLAIMS	181,882.41		

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER
 EXP CHECK RUN DATES 11/04/2013 - 11/06/2013
 JOURNALIZED OPEN AND PAID
 BANK CODE: POOL

ser: erin
 B: Dexter
 64

Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
und 101 GENERAL FUND						
dept 101.000 VILLAGE COUNCIL						
01-101.000-958.000 MEMBERSHIPS & DUES	WASHTENAW AREA TRANSP	WATS FY 2014 MEMBERSHIP DUES-VILLA	11-6-13	11/12/13	1,000.00	40310
		Total For Dept 101.000 VILLAGE COUNCIL			1,000.00	
dept 201.000 FINANCE DEPARTMENT						
01-201.000-802.000 PROFESSIONAL SERVICES	PNC	PAYMENT FOR THOMSON REUTERS INVOIC	11-6-13	11/12/13	182.00	40299
		Total For Dept 201.000 FINANCE DEPARTMENT			182.00	
dept 210.000 ATTORNEY						
01-210.000-810.000 ATTORNEY FEES	DYKEMA GOSSETT PLLC	LEGAL FEES	1540960	11/12/13	1,629.20	40270
		Total For Dept 210.000 ATTORNEY			1,629.20	
dept 215.000 VILLAGE CLERK						
01-215.000-901.000 PRINTING & PUBLISHING	THE SUN TIMES	ADVERTISING	39705	11/12/13	56.70	40304
		Total For Dept 215.000 VILLAGE CLERK			56.70	
dept 253.000 TREASURER						
01-253.000-861.000 TRAVEL & MILEAGE	MARIE A. SHERRY	MILEAGE	11/04/13	11/12/13	279.25	40285
		Total For Dept 253.000 TREASURER			279.25	
dept 265.000 BUILDINGS & GROUNDS						
01-265.000-727.000 OFFICE SUPPLIES	ARBOR SPRINGS WATER C	WATER	1447115	11/12/13	13.00	40258
01-265.000-727.000 UTILITIES	HACKNEY HARDWARE	OCTOBER INVOICES	11-6-13	11/12/13	58.65	40278
01-265.000-920.000 BUILDING MAINTENANCE & R	DTE ENERGY	OCT USAGE 2013	11/04/13	11/12/13	876.95	40269
01-265.000-935.001 COMMUNITY GARDEN	CINTAS CORPORATION	OCTOBER INVOICES	11-6-13	11/12/13	103.82	40264
01-265.000-962.000 COMMUNITY GARDEN	GRISSOM JANITORIAL	OCTOBER SERVICE 2013	274	11/12/13	320.00	40277
01-265.000-962.000 COMMUNITY GARDEN	BETH ALLEN	REFUND COMMUNITY GARDEN FEE	11-6-13	11/12/13	20.00	40259
01-265.000-962.000 COMMUNITY GARDEN	CATHERINE MEUWISSEN	REFUND COMMUNITY GARDEN CLEAN-UP F	11-6-13	11/12/13	20.00	40261
01-265.000-962.000 COMMUNITY GARDEN	CHAD ROBINSON	REFUND COMMUNITY GARDEN CLEAN-UP F	11-6-13	11/12/13	20.00	40262
01-265.000-962.000 COMMUNITY GARDEN	EARL AVERY	REFUND COMMUNITY GARDEN CLEAN-UP F	11-6-13	11/12/13	20.00	40271
01-265.000-962.000 COMMUNITY GARDEN	MELISSA TIPPENS	REFUND COMMUNITY GARDEN CLEAN-UP F	11-6-13	11/12/13	20.00	40288
01-265.000-962.000 COMMUNITY GARDEN	RANDALL TORNO	REFUND COMMUNITY GARDEN CLEAN-UP F	11-6-13	11/12/13	5.00	40300
01-265.000-962.000 COMMUNITY GARDEN	ROGER BUTLER-BORBUAT	REFUND COMMUNITY GARDEN CLEAN-UP F	11-6-13	11/12/13	20.00	40302
01-265.000-962.000 COMMUNITY GARDEN	STEVE RICH	REFUND COMMUNITY GARDEN COMMITMENT	11-6-13	11/12/13	20.00	40303
		Total For Dept 265.000 BUILDINGS & GROUNDS			1,517.42	
dept 285.000 VILLAGE TREE PROGRAM						
01-285.000-803.000 CONTRACTED SERVICES	ARBOR CARE TREE SURGE	TREE WORK	11/04/13	11/12/13	350.00	40257
		Total For Dept 285.000 VILLAGE TREE PROGRAM			350.00	
dept 301.000 LAW ENFORCEMENT						
01-301.000-807.000 CONTRACTED PUBLIC SAFETY	WASHTENAW COUNTY TREA	LAW ENFORCEMENT	23242	11/12/13	38,025.00	40311
01-301.000-820.000 UTILITIES	DTE ENERGY	OCT USAGE 2013	11/04/13	11/12/13	296.80	40269
		Total For Dept 301.000 LAW ENFORCEMENT			38,321.80	
dept 336.000 FIRE DEPARTMENT						
01-336.000-920.000 UTILITIES	DTE ENERGY	OCT USAGE 2013	11/04/13	11/12/13	296.80	40269
		Total For Dept 336.000 FIRE DEPARTMENT			296.80	
dept 400.000 PLANNING DEPARTMENT						
01-400.000-901.000 PRINTING & PUBLISHING	MICHIGAN ASSOC OF PLA	JOB POSTING	189.23	11/12/13	75.00	40290
01-400.000-901.000 PRINTING & PUBLISHING	PLANNING & ZONING CEN	ADVERTISING	103013	11/12/13	95.00	40298
01-400.000-901.000 PRINTING & PUBLISHING	THE SUN TIMES	ADVERTISING	39661	11/12/13	32.40	40304
		Total For Dept 400.000 PLANNING DEPARTMENT			202.40	

L Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
und 101	GENERAL FUND						
spt 441.000	DEPARTMENT OF PUBLIC WORKS						
01-441.000-721.000	HEALTH & DENTAL INSURANC	KURT AUGUSTINE	DENTAL REIMBURSEMENT	11-5-13	11/12/13	120.00	40283
01-441.000-740.000	OPERATING SUPPLIES	HACKNEY HARDWARE	OCTOBER INVOICES	11-6-13	11/12/13	177.94	40278
01-441.000-740.000	OPERATING SUPPLIES	LESSORS WELDING SUPPL	DPW	244888	11/12/13	29.70	40284
01-441.000-745.000	UNIFORM ALLOWANCE	CINTAS CORPORATION	OCTOBER INVOICES	11-6-13	11/12/13	344.88	40264
01-441.000-920.000	UTILITIES	DTE ENERGY	OCT USAGE 2013	11/04/13	11/12/13	1,487.40	40269
01-441.000-935.000	BUILDING MAINTENANCE & R	CARLSON COMMUNICATION	DPW	7959	11/12/13	80.00	40260
01-441.000-955.000	MISCELLANEOUS	HAROLD GROSS	REIMBURSEMENT FOR EXPENSE	11/5/13	11/12/13	70.00	40279
01-441.000-957.000	MISCELLANEOUS FEES	MICHIGAN MUNICIPAL LE	CDL CONSORTIUM DRIVERS FEE-MEMBER	9181	11/12/13	350.00	40291
Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK						2,659.92	
spt 442.000	DOWNTOWN PUBLIC WORKS						
01-442.000-731.000	LANDSCAPE SUPPLIES	HACKNEY HARDWARE	OCTOBER INVOICES	11-6-13	11/12/13	59.51	40278
01-442.000-740.000	OPERATING SUPPLIES	HACKNEY HARDWARE	OCTOBER INVOICES	11-6-13	11/12/13	17.99	40278
01-442.000-920.000	UTILITIES	DTE ENERGY	OCT USAGE 2013	11/04/13	11/12/13	668.12	40269
Total For Dept 442.000 DOWNTOWN PUBLIC WORKS						745.62	
spt 447.000	ENGINEERING						
01-447.000-830.000	ENGINEERING CONSULTING	ORCHARD, HILTZ & MCCL	SEPTEMBER INVOICES	11/5/13	11/12/13	813.75	40297
Total For Dept 447.000 ENGINEERING						813.75	
spt 728.000	ECONOMIC DEVELOPMENT						
01-728.000-901.000	PRINTING & PUBLISHING	NOVOPRINT USA, INC.	ADVERTISEMENT	I-503051	11/12/13	695.00	40296
Total For Dept 728.000 ECONOMIC DEVELOPMENT						695.00	
spt 751.000	PARKS & RECREATION						
01-751.000-901.000	PRINTING & PUBLISHING	CMVK IMPERIAL PRINTIN	WALKING MAP	500	11/12/13	600.00	40266
01-751.000-901.000	PRINTING & PUBLISHING	GRACIELA DEMERATH	WALKING MAPS	165	11/12/13	965.33	40275
01-751.000-944.000	PORTABLE TOILET RENTAL	JOHN'S SANITATION	PARKS	37542	11/12/13	585.00	40281
Total For Dept 751.000 PARKS & RECREATION						2,150.33	
spt 851.000	INSURANCE & BONDS						
01-851.000-910.000	INSURANCE & BONDS	MML WORKERS COMPENSAT	QUARTERLY PAYMENT	11/04/13	11/12/13	1,840.22	40293
Total For Dept 851.000 INSURANCE & BONDS						1,840.22	
und 202	MAJOR STREETS FUND						
spt 445.000	STORMWATER						
02-445.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	SEPTEMBER INVOICES	11/5/13	11/12/13	1,192.50	40297
Total For Dept 445.000 STORMWATER						1,192.50	
spt 451.000	CONTRACTED ROAD CONSTRUCTION						
02-451.000-974.009	CENTRAL STREET PROJECT	METRO ENVIRONMENTAL SE	VACTOR SERVICE	49652	11/12/13	2,212.50	40289
02-451.000-974.009	CENTRAL STREET PROJECT	ORCHARD, HILTZ & MCCL	SEPTEMBER INVOICES	11/5/13	11/12/13	10,876.75	40297
02-451.000-974.009	CENTRAL STREET PROJECT	WASHENAW COUNTY WATE	2014 ROAD PROJECTS SOIL EROSION PE	11-6-13	11/12/13	330.00	40312
02-451.000-975.015	ANN ARBOR STREET PROJECT	ORCHARD, HILTZ & MCCL	SEPTEMBER INVOICES	11/5/13	11/12/13	22,290.50	40297
Total For Dept 451.000 CONTRACTED ROAD CONSTRUCT						35,709.75	
spt 463.000	ROUTINE MAINTENANCE						
02-463.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	SEPTEMBER INVOICES	11/5/13	11/12/13	315.00	40297
02-463.000-803.002	PAVEMENT MANAGEMENT	CHET'S RENT ALL	ASPHALT	9036810	11/12/13	1,120.00	40263
02-463.000-910.000	PAVEMENT MANAGEMENT	MML WORKERS COMPENSAT	QUARTERLY PAYMENT	11/04/13	11/12/13	167.62	40293
Total For Dept 463.000 ROUTINE MAINTENANCE						1,602.62	

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER
 EXP CHECK RUN DATES 11/04/2013 - 11/06/2013
 JOURNALIZED OPEN AND PAID
 BANK CODE: POOL

ser: erin
 B: Dexter
 66

IL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
und 202 MAJOR STREETS FUND							
ept 474.000 TRAFFIC SERVICES		HACKNEY HARDWARE	OCTOBER INVOICES	11-6-13	11/12/13	7.99	40278
02-474.000-740.000 OPERATING SUPPLIES		ORCHARD, HILTZ & MCCL	SEPTEMBER INVOICES	11/5/13	11/12/13	798.75	40297
02-474.000-802.000 PROFESSIONAL SERVICES		MML WORKERS COMPENSAT	QUARTERLY PAYMENT	11/04/13	11/12/13	58.30	40293
02-474.000-910.000			Total For Dept 474.000 TRAFFIC SERVICES			865.04	
ept 478.000 WINTER MAINTENANCE		MML WORKERS COMPENSAT	QUARTERLY PAYMENT	11/04/13	11/12/13	85.63	40293
02-478.000-910.000			Total For Dept 478.000 WINTER MAINTENANCE			85.63	
			Total For Fund 202 MAJOR STREETS FUND			39,455.54	
und 203 LOCAL STREETS FUND							
ept 463.000 ROUTINE MAINTENANCE		CHEP'S RENT ALL	ASPHALT	9036810	11/12/13	1,120.00	40263
03-463.000-803.002 PAVEMENT MANAGEMENT		MML WORKERS COMPENSAT	QUARTERLY PAYMENT	11/04/13	11/12/13	51.02	40293
03-463.000-910.000			Total For Dept 463.000 ROUTINE MAINTENANCE			1,171.02	
ept 474.000 TRAFFIC SERVICES		MML WORKERS COMPENSAT	QUARTERLY PAYMENT	11/04/13	11/12/13	18.22	40293
03-474.000-910.000			Total For Dept 474.000 TRAFFIC SERVICES			18.22	
ept 478.000 WINTER MAINTENANCE		MML WORKERS COMPENSAT	QUARTERLY PAYMENT	11/04/13	11/12/13	40.08	40293
03-478.000-910.000			Total For Dept 478.000 WINTER MAINTENANCE			40.08	
			Total For Fund 203 LOCAL STREETS FUND			1,229.32	
und 402 EQUIPMENT REPLACEMENT FUND							
ept 441.000 DEPARTMENT OF PUBLIC WORKS		DFW	40598		11/12/13	15.00	40286
102-441.000-939.000 VEHICLE MAINTENANCE & RE		MARK'S AUTO SERVICE,	PARTS	262305	11/12/13	39.70	40309
102-441.000-939.000 VEHICLE MAINTENANCE & RE			Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK			54.70	
ept 903.000 CAPITAL IMPROVEMENTS-VEHICLES		KUBOTA			11/12/13	20,830.60	40282
102-903.000-981.000 VEHICLES						20,830.60	
			Total For Dept 903.000 CAPITAL IMPROVEMENTS-VEHI			20,885.30	
			Total For Fund 402 EQUIPMENT REPLACEMENT FUND				
Fund 403 SRF PROJECT FUND							
ept 907.000 SLUDGE PROJECT		ORCHARD, HILTZ & MCCL	SEPTEMBER INVOICES	11/5/13	11/12/13	24,934.37	40297
103-907.000-830.000 ENGINEERING CONSULTING			Total For Dept 907.000 SLUDGE PROJECT			24,934.37	
			Total For Fund 403 SRF PROJECT FUND			24,934.37	
Fund 590 SEWER ENTERPRISE FUND							
ept 248.000 ADMINISTRATION		DYKEMA GOSSETT PLLC	LEGAL FEES	1540960	11/12/13	3,792.00	40270
590-248.000-811.000 ATTORNEY FEES - MISCELLIA			Total For Dept 248.000 ADMINISTRATION			3,792.00	
ept 548.000 SEWER UTILITIES DEPARTMENT		HACKNEY HARDWARE	OCTOBER INVOICES	11-6-13	11/12/13	161.13	40278
590-548.000-740.000 OPERATING SUPPLIES		NORTHERN SAFETY CO IN	SUPPLIES	900639003	11/12/13	131.92	40295
590-548.000-740.000 OPERATING SUPPLIES							

ser: erin
 B: Dexter

IL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 590 SEWER ENTERPRISE FUND							
Dept 548.000 SEWER UTILITIES DEPARTMENT							
90-548.000-741.000	ROAD REPAIR SUPPLIES	HACKNEY HARDWARE	OCTOBER INVOICES	11-6-13	11/12/13	44.45	40278
90-548.000-742.000	CHEMICAL SUPPLIES - PLAN	ALEXANDER CHEMICAL CO	WWTP	10011037	11/12/13	990.40	40255
90-548.000-743.000	CHEMICAL SUPPLIES - LAB	NORTH CENTRAL LABORAT	CHEMICALS	328871	11/12/13	678.56	40294
90-548.000-745.000	UNIFORM ALLOWANCE	CINTAS CORPORATION	OCTOBER INVOICES	11-6-13	11/12/13	87.09	40264
90-548.000-802.000	PROFESSIONAL SERVICES	F&V OPERATIONS	WWTP	530	11/12/13	3,774.21	40274
90-548.000-802.000	PROFESSIONAL SERVICES	METRO ENVIRONMENTAL SE	EMERGENCY CABLE SERVICE	49653	11/12/13	571.25	40289
90-548.000-802.000	PROFESSIONAL SERVICES	METRO ENVIRONMENTAL SE	EMERGENCY VACTOR SERVICE	49679	11/12/13	1,042.50	40289
90-548.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	SEPTEMBER INVOICES	11/5/13	11/12/13	42.00	40297
90-548.000-910.000	UTILITIES	MML WORKERS COMPENSAT	QUARTERLY PAYMENT	11/04/13	11/12/13	983.88	40293
90-548.000-920.000	UTILITIES	COMCAST	WWTP	11/04/13	11/12/13	37.62	40267
90-548.000-920.000	UTILITIES	DTE ENERGY	OCT USAGE 2013	11/04/13	11/12/13	5,530.69	40269
90-548.000-935.000	BUILDING MAINTENANCE & R	ALRO STEEL CORP	WWTP	DX5697AA	11/12/13	510.00	40256
90-548.000-937.000	EQUIPMENT MAINTENANCE &	HACKNEY HARDWARE	OCTOBER INVOICES	11-6-13	11/12/13	15.77	40278
90-548.000-960.000	EDUCATION & TRAINING	HARTMAN, ERIC	EXPENSE REPORT	11-6-13	11/12/13	49.72	40280
90-548.000-977.000	EQUIPMENT	GRAINGER	WWTP	9269897964	11/12/13	403.80	40276
						15,054.99	
Total For Dept 548.000 SEWER UTILITIES DEPARTMENT							
Total For Fund 590 SEWER ENTERPRISE FUND						18,846.99	
Fund 591 WATER ENTERPRISE FUND							
Dept 556.000 WATER UTILITIES DEPARTMENT							
991-556.000-740.000	OPERATING SUPPLIES	HACKNEY HARDWARE	OCTOBER INVOICES	11-6-13	11/12/13	312.16	40278
991-556.000-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT	SUPPLIES	118387	11/12/13	137.91	40305
991-556.000-743.000	CHEMICAL SUPPLIES - LAB	ALEXANDER CHEMICAL CO	WWTP	10010843	11/12/13	564.80	40255
991-556.000-743.000	CHEMICAL SUPPLIES - LAB	ELHORN ENGINEERING CO	LAB	253854	11/12/13	1,196.00	40272
991-556.000-745.000	UNIFORM ALLOWANCE	CINTAS CORPORATION	OCTOBER INVOICES	11-6-13	11/12/13	618.32	40264
991-556.000-751.000	PROFESSIONAL SERVICES	CORRIGAN OIL COMPANY	WWTP	5826359	11/12/13	353.56	40268
991-556.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	SEPTEMBER INVOICES	11/5/13	11/12/13	42.00	40297
991-556.000-802.000	PROFESSIONAL SERVICES	UTILITIES INSTRUMENTA	PROFESSIONAL SERVICES	530342032	11/12/13	912.00	40307
991-556.000-910.000	UTILITIES	MML WORKERS COMPENSAT	QUARTERLY PAYMENT	11/04/13	11/12/13	399.03	40293
991-556.000-920.000	UTILITIES	COMCAST	WWTP	11/04/13	11/12/13	37.62	40267
991-556.000-920.000	UTILITIES	DTE ENERGY	OCT USAGE 2013	11/04/13	11/12/13	4,116.00	40269
991-556.000-935.000	BUILDING MAINTENANCE & R	HACKNEY HARDWARE	OCTOBER INVOICES	11-6-13	11/12/13	52.50	40278
991-556.000-937.000	EQUIPMENT MAINTENANCE &	HACKNEY HARDWARE	OCTOBER INVOICES	11-6-13	11/12/13	78.52	40278
991-556.000-960.000	EDUCATION & TRAINING	MAURER, SCOTT	EXPENSE REPORT	11-6-13	11/12/13	67.20	40287
991-556.000-961.000	WELLHEAD PROTECTION PROG	ORCHARD, HILTZ & MCCL	SEPTEMBER INVOICES	11/5/13	11/12/13	315.00	40297
991-556.000-970.000	CAPITAL IMPROVEMENTS	CITY SERVICES, INC.	REPAIR HYDRANT	S100894915.001	11/12/13	375.00	40265
991-556.000-970.000	CAPITAL IMPROVEMENTS	ETNA SUPPLY CO	WWTP	S100875218.001	11/12/13	4,750.00	40273.
991-556.000-974.000	CIP CAPITAL IMPROVEMENTS	RAYMER	WELL CLEANING AND RE-DEVELOP	15017	11/12/13	7,250.00	40301
991-556.000-977.000	EQUIPMENT	ETNA SUPPLY CO	WWTP	S100872144.001	11/12/13	141.16	40273
991-556.000-977.000	EQUIPMENT	HACKNEY HARDWARE	OCTOBER INVOICES	11-6-13	11/12/13	364.38	40278
991-556.000-977.000	EQUIPMENT	MICHIGAN PIPE & VALVE	WWTP	92334	11/12/13	600.07	40292
991-556.000-977.000	EQUIPMENT	USA BLUE BOOK	HYDRANT TEST CAP	175527	11/12/13	249.75	40306
						22,932.98	
Total For Dept 556.000 WATER UTILITIES DEPARTMENT							
Total For Fund 591 WATER ENTERPRISE FUND						22,932.98	
Fund 701 TRUST & AGENCY FUND							
Dept 000.000 ASSETS, LIABILITIES & REVENUE							
701-000.000-254.000-D	SPR - DEXTECH	VANSTON O'BRIEN, INC	REFUND PROJECT BALANCE-DEXTECH 211	11-5-13	11/12/13	105.00	40308
701-000.000-254.000-D	SPR - DEXTECH EXPANSION	ORCHARD, HILTZ & MCCL	SEPTEMBER INVOICES	11/5/13	11/12/13	752.50	40297
						857.50	
Total For Dept 000.000 ASSETS, LIABILITIES & REV							

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER
 EXP CHECK RUN DATES 11/04/2013 - 11/06/2013
 JOURNALIZED OPEN AND PAID
 BANK CODE: POOL

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 701 TRUST & AGENCY FUND						
			Total For Fund 701 TRUST & AGENCY FUND			857.50
Fund Totals:						
			Fund 101 GENERAL FUND			52,740.41
			Fund 202 MAJOR STREETS FUND			39,455.54
			Fund 203 LOCAL STREETS FUND			1,229.32
			Fund 402 EQUIPMENT REPLACEMENT FUND			20,885.30
			Fund 403 SRP PROJECT FUND			24,934.37
			Fund 590 SEWER ENTERPRISE FUND			18,846.99
			Fund 591 WATER ENTERPRISE FUND			22,932.98
			Fund 701 TRUST & AGENCY FUND			857.50
			Total For All Funds:			181,862.41

Village of Dexter

8140 Main St. Dexter, Michigan 48130

Phone (734) 426-8303

Fax (734) 426-5614

Application for Appointment as Commission or Committee Member

Date October 3, 2013

Name Virginia (Gini) Davis

Address Home
5421 W. Huron River Dr.
Dexter 48130

Work
Main Street Travel of Dexter
8005 Main Street, Suite 2
Dexter 48130
734-424-9999

Email vrdavistravel@gmail.com

Phone 734-255-5433 Best time to call - Daytime

Which Commission/Committee are you applying for?

Zoning Board of Appeals Downtown Development Authority

Planning Commission Parks & Recreation Commission

Arts, Culture & Heritage Committee Tree Board

Farmers Market / Community Garden Oversight Committee

Other (Specify) _____

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

Although I have lived on Huron River Drive for the past twenty years, until recently I was like many other people who worked in Ann Arbor and drove through Dexter on my way to work. A few years ago, however, I started working as a travel agent / manager at Main Street Travel in downtown Dexter. At the same time I enrolled as a Masters degree candidate in the Historic Preservation program at EMU with a concentration in Heritage Tourism. By working in downtown Dexter and studying Historic Preservation I have learned a great deal about the Village and its history, and have grown to really appreciate this wonderful place.

I really feel that the Village leaders are doing a tremendous job of retaining Dexter's historic charm while fostering growth. Nearly everyday that I work I take a break and stroll through Mill Creek Park. This project has added so much to the natural beauty of the Village and its surroundings. The boardwalk, signage and art installations in the park are wonderful.

I am looking forward to seeing what will be built on the "waterfront" on Jeffords Street, and to the opening of the Border to Border connector that will go up to Hudson Mills. Eventually the B2B trail will run right past my house on Huron River Drive, and I will be able to bike or hike into town. These projects are great assets to our community.

One aspect of Historic Preservation that I appreciate is its concern with preserving and fostering the aesthetics of a community while retaining its authentic character. I admire how the Arts, Culture and Heritage Committee is working to promote and celebrate Dexter's heritage, culture and beauty. The recent Plein Air event was wonderful! What a treat to have the artists working around town, and to see our surroundings through their eyes. It echoed the "Chautauquas" that were held in Dexter in the late 1800s when several days were filled with lectures, music and cultural events.

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

As a travel agent I have years of experience in interacting with the public, dealing with vendors, being well organized and multi-tasking. However, I have always sent people off to distant destinations for their vacations. Now I would like to encourage them to come to our Community and our State to share what we have here.

My studies in Historic Preservation have made me aware of how heritage/cultural tourism helps to identify and preserve a community's heritage, creates a shared identity and sense of place, and brings in visitors who spend money.

Recently, I have been volunteering at the Dexter Historical Society's events like the Civil War Days at Gordon Hall. I would like to become more involved in the community and put my skills to use by serving on the Arts Culture and Heritage committee.

VILLAGE OF DEXTER

cnicholls@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Courtney Nicholls, Assistant Village Manager
Date: November 6, 2013
Re: Charter Commission

AGENDA 11-11-13
ITEM K-1

The unofficial results from the election held on Tuesday, November 5, 2013 show that the following candidates have been selected as Charter Commissioners:

John Hansen, Philip Arbour, Matthew Kowalski, James Smith, Jack Donaldson, Phillip Mekas, Thom Phillips, Mary-Ellen Miller and Michael Raatz

State Law requires that the Boundary Commission meet within 10 days after the election is certified. In an effort to help make sure they meet within this timeframe, an e-mail will be sent to the presumptive winners on November 6, 2013 with three possible meeting dates:

Saturday, November 16 at the Dexter District Library at 9 am
Monday, November 18 at the Senior Center at 7 pm
Thursday, November 21 at the Creekside Cafeteria at 7 pm

At this kick-off meeting the Commission will be asked to set a schedule for their meetings so that the meeting dates can be shared with the community. The date of the first meeting, along with the recurring meeting schedule will be posted on the website and provided via the e-mail update and Facebook.

Staff has prepared a binder for each of the Commissioners with the following documents: Charter Commission Handbook prepared by the MML, the General Law Village Act, Home Rule Cities Act, a powerpoint the MML did for Detroit that does a good job explaining the process; and sample Charters from Chelsea, Milan, Tecumseh, Saline, Howell and Plymouth.

Staff spoke with Village Cityhood Attorney Tom Ryan to get his feedback on typical attorney involvement with Charter Commissions. He suggested that he could attend the first meeting to review the process with the Commission, then would either attend or comment via e-mail on an as needed basis.

In communities with full time Clerks it is common for the Clerk to be the Secretary to the Commission; however this is not a requirement. Village Clerk Carol Jones will be attending the first meeting to swear in the Commissioners. They will then need to determine their officers: Chair, Vice-Chair and Secretary. Tom Ryan suggested that the meetings be recorded if the Charter Commission selects a Commissioner to be the Secretary so that any questions regarding the minutes can be answered with the tape. He does not feel that recording the meetings would be necessary if a non-Commission member takes the minutes.

The guidance from the Boundary Commission recommends that the Commission complete the draft Charter within 90 days of the election, which would be mid February 2014. This timeline works well to have the Charter Election in either August 2014 or November 2014, which are two statewide election dates.

The order certifying the results of the referendum election was issued on May 24, 2013, which means that the Charter must be approved by the voters by May 24, 2016 for the Cityhood process to be complete.



Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager

From: Laura Kreps, AICP, Interim Community Development Manager

Re: Recommendation from the Planning Commission to Approve the
K. Spaulding Special Land Use Request to allow four (4) or more dogs/cats at 3659 Cushing
Court

Date: November 5, 2013

Attached is the information presented to the Planning Commission for their consideration of the Special Land Use request submitted by Karen Spaulding for allowance of four (4) or more dogs/cats at 3659 Cushing Court. This request for a Special Land Use came from an anonymous complaint made by a resident that lives behind Cushing Court, on Inverness Street. The letter dated July 24, 2013 was written in response to this complaint, a copy is included for your review.

The Planning Commission held a public hearing and the discussion included, but was not limited to:

- Noise.
- Zoning compliance required annually.
- Waste removal practices.
- Applicant owns two (2) cats as well as two (2) dogs and fosters an additional 2-3 dogs at a time
- Applicant has fostered animals for four (4) years at this location.
- Applicant does not have a size limit for the dogs she fosters.
- Puppies less than six (6) months old do not affect "dog" count (based on Ordinance interpretation).

The applicant and a fellow dog fosterer spoke at the public hearing in support of the request. A letter of support was also received by a neighbor via email.

The Planning Commission has recommended approval of the Special Land Use request:

Based on the information provided by the applicant at the November 4, 2013 Planning Commission meeting and pursuant to Section 8.03, Special Land Use review standards, the Planning Commission recommends that the Village Council APPROVE the Special Land Use application to allow four (4) or more dogs/cats at 3659 Cushing Court.

The Special Land Use permit is granted with the following conditions:

1. No more than two (2) cats and four (4) dogs shall be housed at the residence at any one time.
2. Dogs must be contained within the fenced rear yard or leashed when on walks.
3. The applicant shall procure a Zoning Compliance permit annually (on or before the first day of January) as outlined in section 10-38 of the Village of Dexter's Codified Ordinance.

ACTION REQUESTED

The Village Council must take action of the special land use request.

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



VILLAGE OF DEXTER

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

VILLAGE OF DEXTER

SITE PLAN REVIEW & SPECIAL USE APPLICATION

Application is being made for: Preliminary Site Plan Review Final Site Plan Review
 Combined Site Plan Special Use Permit

Property Address: 3659 Cushing Ct

Tax ID Number: _____

Proposed Use: Foster mom for dog rescue

Zoning District: _____

Property Owner Name: Varen L. Spaulding Phone: 734-546-0149

Property Owner Address: 3659 Cushing Ct

Applicant Name: Varen L. Spaulding Phone: Same

Applicant Address: 3659 Cushing Ct

Representative (e.g. Engineer) Name: _____ Phone: _____

Representative Address: _____

Regulations and Standards: Applicant must complete the following and applicable standards must be noted on the site plan.

	Plan Submitted	Requirement
1. Front Yard Setback (ft)	_____	_____ <input type="checkbox"/> check here if corner lot
2. Side Yard Setback (ft)	_____	_____
3. Rear Yard Setback (ft)	_____	_____
4. Lot Coverage (%) (7a/6)	_____	_____
5. Height (ft)	_____	_____
6. Total Site Area (ft)	_____	_____
7a. Building Coverage (ft)	_____	_____
7b. Floor Area (ft)	_____	_____

N/A

	Plan Submitted	Requirement
8. Floor Area Ratio (7b/6)	_____	_____
9. Total Paved Area (ft)	_____	_____
10. Total Impervious Cov. (7a+9)/6	_____	_____
11. Number of Parking Stalls	_____	NA
12. Density (6/13)	_____	_____
13. Number of Units (Residential)	_____	_____
14. For Multi-Family:		
Efficiency	_____	_____
1 Bedroom	_____	_____
2 Bedroom	_____	_____

Additional required information for Special Use Permit:

- 15. Statement describing the use proposed. This should include information about the hours of operation, number of employees and clients, type of programming or services, traffic expected to be generated, and any other pertinent information and/or site development characteristics. NA
- 16. All applications are presented to the Planning Commission at a public hearing for a recommendation prior to begin forwarded to the Village Council for final consideration. Therefore, all applications must be submitted four weeks prior to 1st Monday of month in order to ensure proper notice time and preparation time. Incomplete applications cannot be processed.

 Owner's Signature Date Varen d. [Signature] Date 9/2/13

Staff Review: Fee: 1350 Date Received: 9.11.13 Receipt #: 25302

Planning Commission Review Date: 10.7.13 Council Review Date: 10.14.13

Approved Denied Reviewed by: _____

REASONS FOR DENIAL: _____

EXISTING NON-CONFORMITIES/VARIANCES GRANTED: _____

APPROVAL STAMP: _____

Village of Dexter Council

Re: Special Land Permit

September 2, 2013

I have been requested to apply for a Special Land Permit related to dogs in my home. I request to see the complaint filed as I have spoken to neighbors who have not voiced complaints. I am a volunteer and foster person for Last Day Dog Rescue. Our rescue is not breed specific but takes dogs from many small high kill shelters and shelters who sell dogs for medical research. We take both young and older dogs and dogs with special needs primarily from Michigan and Ohio. Ohio is a state that still gasses dogs. There are thousands upon thousands of dogs and cats euthanized each year through no fault of their own. They are tossed away carelessly by owners, neglected and abused. For every dog we rescue another is saved by opening another spot in a shelter.

Every one of the dogs in our rescue are fully vetted, spayed/neutered and microchipped prior to adoption. Potential owners are screened by vet checks to assure proper care of present pets. They also have a home visit prior to being approved in order to place the right dog with the right adopters.

I personally have two dogs of my own both chocolate labs 10 and 4 years old. I usually foster 2-4 dogs at a time with 1-2 of those being puppies are under a year old. I have a fenced yard and dogs are never left loose out of the yard. If a foster dog proves to be a fence climber he is placed on a tie out. Dogs are exercised daily in the yard and on walks. While dogs are in the yard we are out with them or monitoring them closely from inside. They are never allowed to bark continuously and either corrected or brought inside. If barking becomes an issue with a specific dog I use a bark collar and/or training to deter the behavior.

Foster dogs generally stay with the foster until adopted unless there is an unresolved behavior issue with other dogs in the home. Pups and younger dogs are usually adopted in 2-6 weeks. Older dogs or dogs with special needs may be in foster care for several months to more than a year. At present I have

two fosters who have been with me 11 and 13 months. One was heart worm positive and also needed major orthopedic surgery. The other is came from a hoarding situation and is quite timid. Being in a home helps a dog prepare for adoption by learning to socialize and be exposed to many different people and life situations.

I attempt at all times to be respectful to my neighbors and am open to resolving any issue that arises.

Regards,

Karen L Spaulding

3659 Cushing Ct

734-546-0147

VILLAGE OF DEXTER
WASHTENAW COUNTY, MICHIGAN
ORDINANCE #2010-04

AN ORDINANCE TO AMEND CHAPTER 10, ARTICLE I, ANIMALS AND
ARTICLE II, DOGS, OF THE VILLAGE OF DEXTER CODE OF
ORDINANCES.

ARTICLE I: ANIMALS*

Sec. 10-1. Municipal civil infraction.

Any person who violates any provision of this article shall be responsible for a civil infraction, subject to payment of a civil fine as set forth in section 22-38. Repeat offenses under this article shall be subject to increased fines as set forth in section 22-38.

Sec. 10-2. Domestic animals and fowl.

- (1) No person shall keep or house any animals or domestic fowl within the Village limits except dogs, cats, rabbits, canaries or small animals commonly classified as pets which are customarily housed inside dwellings as household pets.
- (2) Subsection (1) shall not apply to animals or fowl that are kept or housed at Village parks facilities for exhibition.

Sec. 10-3. Other.

- (1) Bees. Bee keeping, bee hives or apiary's are prohibited in the village limits.

Nothing in this ordinance shall prohibit the Village or a third party from bringing a nuisance action based on the keeping of animals.

ARTICLE II. DOGS*

*State law references: Regulations pertaining to dogs, MCL 287.261 et seq.

Sec. 10-31. Municipal civil infraction.

Any person who violates any provision of this article shall be responsible for a civil infraction, subject to payment of a civil fine as set forth in section 22-38. Repeat offenses under this article shall be subject to increased fines as set forth in section 22-38.

Sec. 10-32. Definitions.

For the purpose of this chapter, the following terms shall have the following meanings respectively designated for each:

- (1) *Animal Control Officer.* Any Police Officer or County designate provided that such persons meet the qualifications specified by Act 339, Public Acts of 1919, as amended.
- (2) *Dangerous animal.* An animal which has bitten a person so as to draw blood or caused a person broken bones or which has repeatedly attacked, chased or menaced any person or damaged the property (including animals) of persons other than the owner. An animal shall not be considered dangerous solely because it has bitten or attacked a person

or any animal attacking its owner or its owner's family nor shall an animal be considered dangerous if it bites or injures a person who has, without justification, provoked it by attacking it or its young.

- (3) *Own*. To have possession or a right of property in an animal or to permit a dog or cat to remain on or about one's premises 10 days or more.
- (4) *Under reasonable control*. A dog which is:
- Secured by a leash held by the owner or the owner's agent;
 - Secured by a leash which is attached to a stationary object and attended by the owner or the owner's agent; or
 - On the premises of the owner or confined in a vehicle.
- (5) *Vicious animal*. An animal which:
- Has killed a person or caused a person serious bodily injury, including, but not limited to, injuries resulting in hospital confinement or reconstructive surgery.
 - Is owned, possessed, harbored or trained for the purpose of animal fighting.
 - Repeatedly bites or in any way injures people.

Sec. 10-33. License, tag required for dogs six months old.

No person shall own any dog six months old or over, unless the dog is licensed pursuant to Public Act No. 339 of 1919 (MCL 287.261 et seq.) or own any dog six months old or over, that does not at all times wear a collar with a tag approved by the director of agriculture, attached as provided in Public Act No. 339 of 1919 (MCL 287.267), except when such dog is engaged in lawful hunting accompanied by its lawful owner or custodian; or for any person except the owner or authorized agent, to remove any license tag from a dog.

State law references: Dog license required, MCL 287.262; dog license tag kept on dog, MCL 287.267.

Sec. 10-34. Female dogs in heat; straying dogs prohibited.

It shall be a violation for any owner:

- Of any female dog to permit the female dog to go beyond the premises of such owner when she is in heat, unless the female dog is held properly in leash;
- Of any dog, except working dogs such as leader dogs, guard dogs, farm dogs, hunting dogs, and other such dogs, when accompanied by their owner or his authorized agent, while actively engaged in activities for which such dogs are trained, to stray, unless held properly in leash.

State law references: Similar provisions, MCL 287.262.

Sec. 10-35. Impoundment.

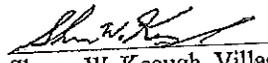
- If it is brought to the attention of the village or the law enforcement officer that a dog has strayed in violation of this section, the law enforcement officer shall issue a violation notice to the owner of any such dog and impound such dog.
- If it is necessary to impound a dog, it shall be taken to the Humane Society of Huron Valley.
- If a village law enforcement officer, pursuant to this section impounds a stray dog or an unlicensed dog, the owner or authorized agent of such dog shall be so informed. Such owner or authorized agent shall be required to pay the fees of impounding such dog, which fees shall include, but not be limited to, the actual expense of taking the dog into custody, transporting the dog to the location of impoundment, feeding, and caring for the dog during the period of confinement.

- (1) The dog is at any time not under reasonable control;
- (2) The animal causes a noise nuisance;
- (3) The animal causes a sanitation nuisance;
- (4) The dog is over 6 months old and is not currently licensed or is not wearing a license tag issued pursuant to this chapter;
- (5) The dog (except leader dogs for the blind) discharges its feces on property other than that of its owner and the owner does not immediately remove such feces;
- (6) The animal is vicious;
- (7) The animal has symptoms of rabies or has bitten or been bitten by another animal showing symptoms of rabies and the owner fails to notify an Animal Control Officer of that fact;
- (8) The owner of a cat older than 6 months fails to have it at all times immunized against rabies;
- (9) The owner fails to provide the animal with proper food, drink or shelter from the weather;
- (10) The owner fails to provide the animal with medical attention necessary to prevent the animal from suffering;
- (11) The owner confines or leaves the animal in a vehicle or other enclosure without adequate ventilation to prevent the animal from suffering;
- (12) A dangerous dog, when kept out of doors, is not in a pen or kennel sufficient to restrain the dog and surrounded by a perimeter fence not sharing common fencing with the pen or kennel;
- (13) The animal, other than a dog, is dangerous and is not kept indoors;
- (14) The person is convicted of owning a vicious dog and then acquires another dog within 2 years of the date of the conviction.

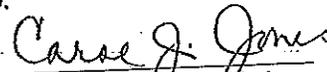
Moved by Trustee Semifero supported by Trustee Fisher that the foregoing Ordinance No. 2010-04 be adopted.

AYES: Fisher, Cousins, Tell, Semifero, Carson, Keough
 NAYS: Smith
 ABSENT: None

Ordinance No. 2010-04 declared adopted at the regular meeting of the Dexter Village Council held on October 11, 2010 and effective on November 10, 2010.


 Shawn W. Keough, Village President

I hereby certify that the foregoing is true and exact copy of the ordinance adopted by the Dexter Village Council at the regular meeting held on October 11, 2010, and was published in the Dexter Leader on October 21, 2010.


 Carol Jones, Village Clerk



CARLISLE

WORTMAN
associates, inc.

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

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

Date: October 24, 2013

Special Land Use For the Village of Dexter, Michigan

Applicant: Karen L. Spaulding

Project Name: 3659 Cushing Court – Foster Dog Special Land Use

Plan Date: None

Location: 3659 Cushing Court

Zoning: R-1B, One-Family – Small Lot

Action Requested: Special Land Use Approval

Required Information: As noted herein.

PROJECT AND SITE DESCRIPTION

The applicant is a volunteer and foster person for Last Day Dog Rescue. The organization rescues dogs from “high kill” shelters and shelters who sell dogs for medical research. The rescue is not breed specific, and houses older and younger dogs. The applicant indicates every one of the dogs in the rescue organization are fully vetted, spayed/neutered and micro-chipped prior to adoption.

The applicant currently has two (2) dogs of her own, and usually fosters 2-4 additional dogs at a time. The applicant provides that they have a fenced yard, and never are left loose out in the yard. The applicant indicates while dogs are in the yard they are out with them or monitoring

them closely from inside. Further, dogs are never allowed to bark continuously and are either corrected or brought inside.

The subject property is located at 3659 Cushing Court which is zoned R-1B, One Family Residential – Small Lot.

This application is coming before the Planning Commission as a special land use based upon the standards outlined in Section 10-38, Pet Ownership, which states:

(4) Any resident who keeps four (4) or more dogs and/or cats shall be required to first obtain a special use permit from the Village Council after a public hearing held in the manner required for special use permits under the provisions of the Zoning Ordinance of the Village.

Any resident who keeps four (4) or more dogs and/or cats shall annually, on or before the first day of January, apply for and obtain from the village zoning official a zoning compliance permit, which application shall certify under oath that the applicant is in full compliance with all the provisions of this Ordinance and all other ordinances pertaining to the kept of dogs and cats in the village. The fee for such permit shall be as established by resolution of the Village Council.

LAND USE, ZONING, MASTER

The following chart describes surrounding land use, zoning and master plan categories:

	Site	North	South	East	West
Land Use	Residential	Residential	Residential	Residential	Residential
Zoning	R-1B	R-1B	R-1B	R-1B / R-3	R-1B
Master Plan	Village Residential	Village Residential	Village Residential	Village Residential / Multi-family Residential	Village Residential

BASIS OF DETERMINATION – SPECIAL USES

SPECIAL USE CONSIDERATIONS

Section 8.03 outlines general review standards for all special land uses. Prior to approving a Special Land use application, the Planning Commission and Village Council shall require the following general standards be satisfied for the use at the proposed location. In addition to specific standards for individual special land uses listed in Section 8.11, the Planning Commission and Village Council shall require stipulation to ensure that the following are met:

- A. The Special Land Use will be consistent with the goals, objectives and future land use plan described in the Dexter Master Plan.

The intent of the Village Residential future land use classification is to maintain the well-established character, scale and density of the traditional pattern of the developed single-family neighborhoods that are characteristic of the Village of Dexter. This area consists primarily within the Village center which has a recommended density in these areas of 4 to 6-units per acre.

Allowing a residence to have four (4) or more dogs on a lot within the Village Residential future land use classification could prove problematic if certain conditions of the use are not imposed due to the small size of the lots and the close proximity of neighbors.

- B. The Special Land Use will be consistent with the stated intent of the zoning district.

The intent of both the R-1A and R-1B zoning districts are "to encourage a suitable and healthy environment for family life, and to provide residential areas for one family residential densities and other facilities will serve the residents in the district".

The primary use of the subject property will remain as a residence, and will therefore meet the intent of the R-1B zoning district. We note again, however, that if certain conditions are not imposed due to the small size of the lots and the close proximity of neighbors.

- C. The Special Land Use will be designed, constructed, operated and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity in consideration of environmental impacts, views, aesthetics, noise, vibration, glare, air quality, drainage, traffic, property values or similar impacts.

The allowance of four (4) or more dogs within an existing single-family residential district may impact the neighborhood if noise, waste, and confinement to the subject property are not controlled. The application has noted in her narrative that her yard is fenced, and dogs are not allowed to bark continuously. However, no information related to the disposal of waste was included in the information provided.

- D. The Special Land Use will not significantly impact the natural environment.

As mentioned above, removal of waste should be clarified so as not to adversely impact the natural environment or produce a nuisance to the surrounding residential properties.

- E. The Special Land Use can be served adequately by public facilities and services such as police and fire protection, schools, drainage structures, water and sewage facilities, and refuse disposal.

No additional public services are anticipated for the allowance of four (4) or more dogs, except potentially refuse disposal.

F. The proposed use shall be of a nature that will make vehicular and pedestrian traffic no more hazardous than is normal for the district involved, taking into consideration the following:

1. Vehicular turning movements;
2. Proximity and relationship to intersections;
3. Adequacy of sight distances;
4. Location and access of off-street parking; and
5. Provisions for pedestrian traffic.

The allowance of four (4) or more dogs will not create a vehicular or pedestrian traffic hazardous as long as the applicant keeps the dogs contained to their fenced yard or leashed on walks.

G. The proposed use shall be such that the location and height of buildings or structures, and the location, nature and height of walls, fences, and landscaping will not interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonable affect their value.

The proposed use will not alter the current residence as no new construction is proposed.

H. The proposed use shall be designed, located, planned, and operated to protect the public health, safety, and welfare.

Conditions of approval should be considered to ensure the public health, safety and welfare of the surrounding properties/neighbors is protected.

Items to be Addressed: *Provide information regarding waste removal practices.*

RECOMMENDATIONS

Based upon the information provided by the applicant, we feel the following conditions to approval of the special land use request for allowing four (4) or more dogs at 3659 Cushing Court should be considered:

1. No more than four (4) dogs shall be housed at the residence at any one time.
2. The applicant shall provide information related to waste removal practices.
3. Dogs must be contained within fenced the rear yard or leashed when on walks.

4. The applicant shall procure a Zoning Compliance permit annually (on or before the first day of July) as outlined in Section 10-38 of the Village of Dexter's Codified Ordinance.
5. Other reasonable conditions imposed by the Planning Commission or the Village Council.



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



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

cc: Donna Dettling, Village Manager
Karen Spaulding, 3659 Cushing Court, Dexter, MI 48130



VILLAGE OF DEXTER - CODE ENFORCEMENT
8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

July 24, 2013

Karen Spaulding
3659 Cushing Court
Dexter, MI 48130

Re: Violation of Dog Ordinance

Dear Ms. Spaulding:

Recently, a complaint was made to the Village Offices regarding your barking dogs causing a disturbance for extended periods of time and that you have at least 7 dogs on your property at any given time. This is a violation of the Village of Dexter General Code, Article I-Dogs, Section 10-36, Noisy Dogs and Section 10-38, Pet Ownership.

Pursuant to Article II, Section 10-35 of the Village of Dexter General Code it is a violation of the ordinance for an owner to harbor or keep within the Village a dog which by loud and frequent barking, yelping, growling or other noise causes material disturbance, or discomfort to persons in their reasonable use and enjoyment of premises thereabout. In addition, any resident who keeps four (4) or more dogs and/or cats shall be required to first obtain a special use permit from the Village Council after a public hearing is held in the manner required for special use permits under the provisions of the Zoning Ordinance of the Village of Dexter.

This office would like to solicit your cooperation and community spirit in correcting the violation by keeping the dog from frequent barking and causing a disturbance to other residents, also you must contact the Village Offices at the above number to inquire on how to apply for a Special Use Permit if you have 4 or more dogs on your premises by August 5, 2013.

Please be aware a violation of this section of the ordinance is a civil infraction and carries a fine of \$50.00. Additional complaints for the barking dogs will be referred to the Washtenaw County Sheriff's Department for follow-up.

If you have any questions regarding this matter, please contact me at the above listed number.

Village of Dexter Code Enforcement
Brenda Tuscano

CC: Donna Dettling, Village Manager
Allison Bishop, AICP, Community Development Manager
WCSO - FAX COPY BT
enclosures

AGENDA 11-11-13

ITEM L-2 and L-3

OHM

Advancing Communities

ARCHITECTS. ENGINEERS. PLANNERS.

memorandum

Date: November 6, 2013

To: Donna Dettling, Village Manager
From: Patrick Droze and Rhett Gronewelt

Re: 2013 Stormwater Asset Management and Wastewater (SAW) Grant Applications

On December 2, 2013, the Michigan Department of Environment will begin accepting applications for SAW Grant program. The applications will be processed and awarded on a first-come basis, so it is important to submit the application on the December 2 date. As we have discussed with Council previously, this program allows municipalities to perform infrastructure inspections, and develop plans to proactively and efficiently manage their storm water and sanitary infrastructure assets.

Through discussions with Staff, it is understood that the Village intends to submit two separate SAW Grant Applications. Application 1 will include effort to develop an Asset Management Plan for the entire Wastewater system. Application 2 will include effort to develop an Asset Management Plan and Storm Water Management Plan for the entire Village storm water management system. We have provided a summary of each application and included estimated cost data for your consideration.

APPLICATION 1 – SANITARY ASSET MANAGEMENT PLAN (SAW GRANT APPENDIX C)

This application includes the development of a system-wide asset management plan for the Village's Wastewater (Sanitary) system. The product of the plan will allow for the Village to more appropriately understand and manage the assets of the system. This is made possible by assigning actual system condition metrics for all portions of the sanitary system and pairing this information with deterioration forecast models, criticality ratings, level of service and consequence of failure to determine the most cost effective improvements to maintain the Village infrastructure.

After this plan has been completed, the results and recommendations will be deployed through a Computerized Maintenance Management System (CMMS) application which will allow for Village staff to develop work orders and a capital improvements plan. This CMMS system will also allow for maintenance activities to be tracked in real time to assist the Village in scheduling future preventative maintenance activities. The work described here is summarized in Table 1. We can provide the additional detail reviewed with staff as well, this memorandum provides the summary of costs.



TABLE 1: WASTEWATER ASSET MANAGEMENT PLAN COST ESTIMATE

Task	Description	OHM Fee	Contractor/ Consultant Fee	Staff Cost
1	Project Initiation	\$ 8,000.00		\$ 3,800.00
2	Base Plan Development	\$ 9,000.00		\$ 2,400.00
3	Conditions Investigations	\$ 19,000.00		\$ 2,400.00
	<i>MACP Inspections</i>	\$ 5,000.00		
	<i>PACP Inspections</i>	\$ 5,000.00	\$ 70,000.00	
	<i>Temporary Metering</i>	\$ 5,000.00	\$ 32,000.00	
4	Asset Management	\$ 13,000.00		\$ 4,600.00
5	Capital Improvements Plan	\$ 20,000.00		\$ 800.00
6	Rate Study	\$ 2,000.00		\$ 1,200.00
	<i>Tom Traciak</i>		\$ 8,000.00	
7	CMMS Implementation	\$ 4,000.00		\$ 5,600.00
	<i>Hardware & Set Up</i>		\$ 26,000.00	
	<i>Software & Deployment</i>		\$ 16,000.00	
	<i>Training</i>		\$ 5,000.00	
Subtotal		\$ 90,000.00	\$ 157,000.00	\$ 20,800.00
Total Grant Request				\$ 267,800.00
MDEQ Grant Total (90% of grant request)				\$ 241,020.00
Match				\$ 26,780.00

APPLICATION 2 – STORM WATER ASSET MANAGEMENT AND STORM WATER MANAGEMENT PLAN (SAW GRANT APPENDIX C & D)

As you will recall, OHM and Staff developed a scope for a storm water management plan and presented it to Council as an informational item in November 2012. At that time, it was recommended that the proposal be submitted under the upcoming SAW grant program. With the application now provided, it appears that all activities within this proposal are eligible for funding.

This proposal is a revised version of the storm water master plan proposal provided to the Village last November. The original proposal has been divided into two separate scopes to conform to the grant requirements for a storm water asset management plan (SAW Appendix C) and a stormwater management plan (SAW Appendix D). The asset management plan is very similar to that proposed under the wastewater asset management plan and will include field assessment of infrastructure as well as deployment of a CMMS system for the use of tracking work orders and creating a cost effective capital improvement plan. A summary of the anticipated effort is provided in Table 2.

TABLE 2: STORMWATER AM & MANAGEMENT PLANS COST ESTIMATE

Task	Description	OHM Fee	Contractor/ Consultant Fee	Staff Cost
1	Project Initiation	\$ 8,000.00		\$ 1,800.00
2	Conditions Investigations	\$ 26,000.00		\$ 3,000.00
	<i>PACP Inspections</i>		\$ 85,000.00	
3	Asset Management	\$ 13,000.00		\$ 1,200.00
4	Capital Improvements Plan	\$ 21,000.00		\$ 1,600.00
5	Funding Feasibility	\$ 9,000.00		\$ 600.00
6	CMMS Implementation	\$ 4,000.00		\$ 5,600.00
	<i>Hardware & Set Up</i>		\$ 26,000.00	
	<i>Software & Deployment</i>		\$ 16,000.00	
	<i>Training</i>		\$ 5,000.00	
7	Data Management	\$ 1,500.00		\$ -
8	Drainage Area Delineations	\$ 9,000.00		\$ 1,700.00
9	Existing Hydraulic Capacity	\$ 41,000.00		\$ 200.00
10	Proposed Hydraulic Analysis	\$ 7,000.00		\$ 200.00
11	Alternative Analysis	\$ 25,000.00		\$ 3,200.00
Subtotal		\$ 164,500.00	\$ 132,000.00	\$ 19,100.00
Total Grant Request				\$ 315,600.00
MDEQ Grant Total (90% of grant request)				\$ 284,040.00
Match				\$ 31,560.00

SCHEDULE

Grants will be awarded in early 2014 and work can begin at any point provided that is completed within three (3) years of the Village accepting the grant award.

PROGRAM MATCH REQUIREMENTS

The grant program requires that local municipalities provide a match of 10% for requests up to \$1 million. Unlike the S2 grants, the MDEQ will consider staff time as an eligible expense and will count that effort towards a match requirement. Based on the two grant requests, and the method used by the MDEQ, the estimated that the maximum match cost will be \$26,780.00 for the Wastewater Grant and \$31,560.00 for the Storm Water Grant. Since Village staff costs are being included in the grant, the match cost can be offset.

It should be noted that grant applications will be submitted separately and award is based on a lottery system that the MDEQ will administer. It is possible that one of the applications is selected and not the other in the first year of funding. Conversely, in the event that the Village is successful in having both projects selected, it should be noted that the CMMS tasks will be shared between the two proposals and will be capped at \$60,000.00 which will reduce the overall grant amount. In the event that neither application is selected, the applications will have priority for future funding years.



GRANT OBLIGATIONS

As part of the grant program, the MDEQ has included obligations for municipalities to work to correct rates, if necessary. The Village has performed rate studies as part of recent SRF projects and it is likely that rates will align well with current debt and operation expenses. However, in the event that a rate adjustment is recommended from the rate study, the Village Council is obligated to enact a change of at least 10% of that adjustment within three years of receiving the grant. No such adjustments will be required for the stormwater work.

NECESSARY GRANT DOCUMENTS

As part of the application, the Village will need to provide draft scopes and vendor quotes to substantial costs. OHM has prepared a draft scope for the work listed here and is also in the process of soliciting vendor quotes. In addition to the cost data, the grant will require a resolution from Village Council authorizing the grant submittal. We understand that a copy of this resolution has been prepared and will be voted on at the November 11, 2013 meeting.

AGENDA 11-11-13

ITEM L-2

Village of Dexter
County of Washtenaw

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the Council of the Village of Dexter, County of Washtenaw, State of Michigan, (the "Municipality") held on _____.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution, seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (select one or more)
 establish an asset management plan, establish a stormwater management plan, establish a plan for wastewater/stormwater, establish a design of wastewater/stormwater, pursue innovative technology, or initiate construction activities (up to \$500,000 for disadvantaged community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed Two-Hundred Sixty-Seven Thousand, eight hundred dollars ("Grant") be requested from the MFA and the DEQ to pay for the above-mentioned undertaking(s); and

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Village Manager, a position currently held by Donna Dettling, is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.
4. The Grant, if repayable, shall be a first budget obligation of the Municipality.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general Municipality administration activities or activities performed by Municipality employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Council of the Village of Dexter, County of Washtenaw, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Carol J. Jones
Village of Dexter, Clerk
County of Washtenaw



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

E-mail address

GRANT INFORMATION:

Project Name: _____

Project #: _____

Amount of Grant: \$ _____

Amount of Match \$ _____

Project Total \$ _____ (grant plus match)

Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

- (B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

- (A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.
- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

"(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided."

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminated the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

Rev. October 21, 2013

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

Village of Dexter
County of Washtenaw

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the Council of the Village of Dexter, County of Washtenaw, State of Michigan, (the "Municipality") held on _____.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution, seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (select one or more)
 establish an asset management plan, establish a stormwater management plan, establish a plan for wastewater/stormwater, establish a design of wastewater/stormwater, pursue innovative technology; or initiate construction activities (up to \$500,000 for disadvantaged community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed three hundred, fifteen thousand, six hundred dollars ("Grant") be requested from the MFA and the DEQ to pay for the above-mentioned undertaking(s); and

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Village Manager, a position currently held by Donna Dettling, is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.
4. The Grant, if repayable, shall be a first budget obligation of the Municipality.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general Municipality administration activities or activities performed by Municipality employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Council of the Village of Dexter , County of Washtenaw, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Carol J. Jones
Village of Dexter, Clerk
County of Washtenaw



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____, 20____, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

E-mail address

GRANT INFORMATION:

Project Name: _____
Project #: _____
Amount of Grant: \$ _____
Amount of Match \$ _____
Project Total \$ _____ (grant plus match)
Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

- (B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

- (A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.
- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

"(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided."

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminated the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran-linked business, and that its contractors are not Iran-linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council
From: Courtney Nicholls, Assistant Village Manager
Date: November 4, 2013
Re: Dexter Fastener

Dexter Fastener Technologies, Inc located at 2110 Bishop Circle East has submitted an Industrial Facilities Tax Exemption request for a 50% tax abatement on approximately \$10,119,958 in real property and \$22,980,257 in new personal property improvements at their facility. The annual value of the abatement is approximately \$34,297.04 in real property and \$77,881.24 in personal property in Village taxes and approximately in \$108,718.96 real property and \$246,877.48 in personal property from other entities including Scio Township, Dexter District Library, Dexter Community Schools, Washtenaw County, Washtenaw County Intermediate School District and Washtenaw Community College. The project is expected to create 50 new jobs and allow for 238 to be retained.

Based on the evaluation form Dexter Fastener qualifies for an abatement of 12 years on real property and 12 years on personal property.

The goal of the Village's Industrial Facilities tax abatement program is to encourage new companies to invest in our community and to assist our existing companies as they continue to invest in their businesses. The amount of temporary tax relief that a business is eligible for is based on the value of their investment in the community as determined by the Village's abatement evaluation criteria. By granting the abatement, the Village helps relieve the tax burden created by the company's financial investment. The Village benefits by receiving 50% of the tax revenue that we wouldn't otherwise have received if the company had not made the investment. In the case of Dexter Fastener the additional revenue is \$34,297.04 real property and \$77,881.24 in personal property, which will be increased to approximately \$68,594.09 and \$155,762.48 after the abatements expire. This is calculated as the taxable value (half of the value of the improvements - \$5,509,979 in real property and \$11,490,128 in personal property) divided by \$1,000 and multiplied by half the Village millage rate (6.7781). The Village also benefits from the jobs that are brought to and retained in the community.

Please set the public hearing on the request from Dexter Fastener for December 9, 2013.

Application for Industrial Facilities Tax Exemption Certificate

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

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

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Carol J. Jones</i>	Date received by Local Unit <i>November 4, 2013</i>
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Dexter Fastener Technologies, Inc.	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3452	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 2110 Bishop Circle East, Dexter MI 48130	1d. City/Township/Village (indicate which) Village of Dexter	1e. County Washtenaw
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))	3a. School District where facility is located Dexter	3b. School Code 81050
	4. Amount of years requested for exemption (1-12 Years) 12	

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

Manufacture of automotive fasteners

6a. Cost of land and building improvements (excluding cost of land)	▶ <u>\$10,119,958.00</u>
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures	▶ <u>\$22,980,257.00</u>
* Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs	▶ <u>\$33,100,215.00</u>
* Round Costs to Nearest Dollar	Total of Real & Personal Costs

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

	<u>Begin Date (M/D/Y)</u>	<u>End Date (M/D/Y)</u>		
Real Property Improvements ▶	<u>11/15/13</u>	<u>6/30/14</u>	▶	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶	<u>4/1/13</u>	<u>3/31/15</u>	▶	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

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

9. No. of existing jobs at this facility that will be retained as a result of this project. 238	10. No. of new jobs at this facility expected to create within 2 years of completion. 50
---	--

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

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

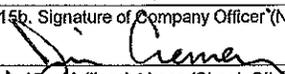
12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 5/26/87	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

APPLICANT CERTIFICATION - complete all boxes.

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

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

13a. Preparer Name Jim Cremering	13b. Telephone Number (734) 426-6403	13c. Fax Number	13d. E-mail Address jcremering@dextech.net
14a. Name of Contact Person same	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
▶ 15a. Name of Company Officer (No Authorized Agents) Jim Cremering - Treasurer			
15b. Signature of Company Officer*(No Authorized Agents) 		15c. Fax Number	15d. Date 10-31-13
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 2110 Bishop Circle East Dexter MI 48130		15f. Telephone Number (734) 426-6403	15g. E-mail Address jcremering@dextech.net

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

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

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

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

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

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

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

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

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

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

Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 and all required attachments, plus two additional copies, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government within six months of commencement of project.)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village) in triplicate. (Providing an accurate school district where the facility is located is vital.)

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs (see sample). Detail listing of machinery and equipment must match amount shown on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if

applicable, verifying lessee (applicant) has direct ad valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original and one complete copy are required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).
5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample).

6. Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be incorporated into the Letter of Agreement (see sample).
7. Treasury Form 3222 (if applicable) - Fiscal Statement for Tax Abatement Request.

The following information is required for rehabilitation applications in addition to the above requirements:

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974:
<http://www.legislature.mi.gov/>.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

Dexter Fastener Technologies, Inc,
 Building and Equipment listing for IFT certificate
 10/31/2013

Personal Property	Ref #	Amount	Date
Conveyor Hub IP	2010	\$ 4,071	9/30/2013
Hub Bolt IP	2011	\$ 48,581	9/30/2013
Sanmei THI-12FR Roller	2012	\$ 284,146	8/30/2013
B3 Tubs	2013	\$ 65,613	6/4/2013
Sanmei THI-10R Roller	2015	\$ 235,935	6/9/2013
Saspi GV-5-40 Roller	2016	\$ 358,373	5/25/2013
SC RX generator	2017	\$ 43,355	7/18/2013
Accutech feeder bowl	2019	\$ 10,700	6/12/2013
Accutech feeder bowl	2020	\$ 5,805	5/16/2013
Shinsho Bowl feeder	2032	\$ 20,416	5/4/2013
AOT-10B Header	2034	\$ 439,076	5/25/2013
AQ1425 Header	2035	\$ 2,068,906	11/15/2013
Shinsho step loader	2036	\$ 15,929	5/27/2013
Shinsho step loader	2037	\$ 24,476	5/27/2013
Shinsho step loader	2038	\$ 24,476	5/27/2013
Shinsho step loader	2039	\$ 16,281	8/30/2013
SA-10 Feeder	2040	\$ 6,519	6/9/2013
Eriez LBS-9 conveyor	2042	\$ 6,519	5/21/2013
AQ1425 Conveyor	2043	\$ 22,532	11/15/2013
AQ1425 Conveyor	2044	\$ 18,695	11/15/2013
AQ1425 Conveyor	2045	\$ 21,235	11/15/2013
Mag products - hopper	2046	\$ 3,295	11/15/2013
Shinsho washer bowl	2048	\$ 5,211	5/21/2013
Shinsho washer bowl	2049	\$ 5,211	5/21/2013
Shinsho washer bowl	2050	\$ 5,211	5/21/2013
Smog hog SG-4	2051	\$ 32,660	8/23/2013
Saspi GV3-30 roller	2052	\$ 236,465	9/4/2013
DTI Wire drawer	2053	\$ 60,000	1/31/2014
DTI Wire drawer	2054	\$ 40,000	2/28/2014
DTI Wire drawer	2055	\$ 93,000	2/28/2014
DTI Wire drawer	2056	\$ 65,000	3/31/2014
Shinsho step loader	2057	\$ 37,506	6/22/2013
D furnace retrofit	2058	\$ 378,450	5/2/2013
IBM software AS400	2059	\$ 25,000	11/26/2013
IBM E4D I series	2060	\$ 46,678	11/26/2013
Cintas lockers	2061	\$ 6,640	5/11/2013
Buckhorn ret totes	2062	\$ 156,396	8/28/2013
Energys hilo battery	2063	\$ 5,931	5/17/2013
Energys hilo battery	2064	\$ 5,931	5/17/2013
Energys hilo battery	2065	\$ 5,931	5/1/2013
Energys hilo battery	2066	\$ 4,378	5/16/2013
Energys hilo battery	2067	\$ 4,378	5/16/2013
Hopper for H1	2068	\$ 3,257	6/27/2013
Scissor lift	2069	\$ 10,500	5/1/2013

Dexter Fastener Technologies, Inc,
 Building and Equipment listing for IFT certificate
 10/31/2013

Washer Bowl	2070	\$ 3,758	5/16/2013
Mag products - conveyor	2071	\$ 15,295	6/24/2013
Load Hog battery	2072	\$ 7,244	6/11/2013
AQ1225 Multi controller	2073	\$ 67,377	6/24/2013
Compressed air dryer	2074	\$ 15,352	6/10/2013
Shinsho washer bowl	2076	\$ 3,902	6/26/2013
Hydraulic hand press	2077	\$ 3,150	6/21/2013
Mag prod conveyor	2078	\$ 14,023	6/26/2013
AQ1010 Header	2080	\$ 910,000	11/10/2013
Straightener rebuild	2081	\$ 125,000	11/15/2013
Altura phone	2082	\$ 85,000	12/1/2013
Aichhelin Vib tray	2083	\$ 47,184	8/30/2013
Shinsho vib bowl	2084	\$ 5,033	9/18/2013
Shinsho vib bowl	2085	\$ 6,547	9/18/2013
Shinsho vib bowl	2086	\$ 4,740	9/18/2013
Accutech feeder bowl	2087	\$ 6,930	8/19/2013
Conveyor IP#20	2089	\$ 4,047	7/16/2013
Shinsho Bowl feeder	2090	\$ 13,167	7/7/2013
Shinsho Bowl feeder	2091	\$ 12,065	7/7/2013
Shinsho Bowl feeder	2092	\$ 12,065	7/7/2013
DDC Hilo	2093	\$ 25,601	7/10/2013
SEC Hilo	2094	\$ 24,588	7/31/2013
Infor Software	2096	\$ 15,052	11/26/2013
Shinsho vib bowl	2097	\$ 10,482	8/19/2013
LS Inspection machine	2098	\$ 175,000	11/13/2013
Struers polisher	2099	\$ 25,209	9/25/2013
Magnetic conv AQ1010	2100	\$ 21,778	7/31/2013
Saspi GV4-30 roller	2151	\$ 350,000	3/31/2014
Compressors	2150	\$ 350,000	3/31/2014
Secondary Inspection ma	6041	\$ 150,000	12/15/2013
Torque tension machine	6077	\$ 70,000	1/15/2014
AQ855 Header	6105	\$ 570,000	2/14/2014
Roller	6106	\$ 200,000	2/14/2014
AQ1215 Header	6107	\$ 1,300,000	5/14/2014
RH120 Header	6109	\$ 1,000,000	4/14/2014
Sanmei THI-10R Roller	6110	\$ 200,000	4/14/2014
ST855 Header	6121	\$ 445,000	7/14/2014
Roller	6122	\$ 180,000	7/14/2014
ST1013 Header	6123	\$ 599,000	7/14/2014
Roller	6124	\$ 325,000	7/14/2014
M14 4D4B Header	6125	\$ 1,755,000	10/31/2014
Roller	6126	\$ 340,000	10/21/2014
Step loaders	6127	\$ 52,000	11/30/2014
M14 Wire drawer	6128	\$ 95,000	10/31/2014
Toyo furnace	6129	\$ 4,055,000	10/14/2014

Dexter Fastener Technologies, Inc,
 Building and Equipment listing for IFT certificate
 10/31/2013

LS Inspection machine	6130	\$ 175,000	6/30/2014
ST feeder replacements	6131	\$ 100,000	12/15/2014
IP Machines	6133	\$ 360,000	1/31/2015
DDC Multi shifter	6134	\$ 38,000	3/31/2014
Compressor Tank	6136	\$ 60,000	12/31/2013
Step loaders	900	\$ 70,000	11/30/2014
Washer Bowls	901	\$ 35,000	12/31/2014
Smog Hogs	902	\$ 60,000	1/31/2015
Wire Drawers	903	\$ 150,000	1/31/2015
Straightner rebuild	904	\$ 250,000	3/31/2015
HT Vib tray	905	\$ 48,000	3/31/2015
Hilo	906	\$ 25,000	9/30/2014
AQ1215 Header	907	\$ 1,300,000	3/31/2015
Roller	908	\$ 235,000	2/15/2015
ST feeder replacements	909	\$ 300,000	2/28/2015
Header overhauls	910	\$ 1,100,000	3/31/2015

Personal Total		<u>\$22,980,257</u>	
----------------	--	---------------------	--

Real Property

Dextech mfg	2150	\$ 7,300,000	5/31/2014
DDC distribution	2150	\$ 2,700,000	5/31/2014
DDC Parking lot	2088	\$ 59,958	7/2/2013
Mfg parking lot	911	\$ 60,000	9/1/2014

Real Total		\$10,119,958	
------------	--	--------------	--

Grand Total		\$33,100,215	
-------------	--	--------------	--

Dexter Fastener Technologies, Inc.
Legal Description for Form 1012
10/31/13

Tax IDs HD-08-07-125-043
HD-08-07-125-044
H -08-07-400-014 (part)
H -08-08-300-002 (part)

New 2014 combined Tax ID: HD-08-07-125-543

COMBINED DEXTECH PARCEL:

Lots 43 and 44 of "Dexter Business and Research Park No. 2", according to the plat thereof as recorded in Liber 30 of Plats, Pages 48-54, Washtenaw County records, and also a 16.66-acre metes and bounds parcel in the Southeast 1/4 of Section 7 and the Southwest 1/4 of Section 8, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan described as: Beginning at the East 1/4 Corner of said Section 7, said corner also being the West 1/4 Corner of said Section 8; thence along North 88°36'17" East 815.97 feet along the East-West 1/4 line of said Section 8 and the South line of "Dexter Business and Research Park No. 2", a subdivision of part of the Northeast 1/4 of Section 7 and part of the Northwest 1/4 of Section 8, Town 2 South, Range 5 East, Village of Dexter, Washtenaw County, Michigan according to the plat thereof as recorded in Liber 30 of Plats, Pages 48 - 54, Washtenaw County records; thence South 00°09'22" East 338.67 feet; thence South 90°00'00" West 2197.18 feet; thence North 11°04'12" West 253.02 feet; thence South 89°10'45" West 445.02 feet to the Centerline of Baker Road as monumented; thence North 11°04'12" West 50.81 feet along said Centerline to the East-West 1/4 line of said Section 7; thence North 89°10'45" East 1884.03 along said East-West 1/4 line to the POINT OF BEGINNING.

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

Company:

SECTION 1. REAL PROPERTY INVESTMENT

A. Real Property

1 Land

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

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

(Negative)

2 Building

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

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

(Negative)

3 Building and Site Improvements

Cost of land improvements:
Cost of building improvements: \$10,119,958
Total \$ _____

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

30.00

(Max 30)

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

35.00

(Max 35)

Total Section 1 Points

65.00

(Max 65)

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

Company:

SECTION 2. EMPLOYMENT

A. Jobs

1	Number of Jobs retained	<u>238</u>	X	0.5	=	<u>25.00</u>
						(Max 25)
2	Number of New Jobs	<u>50</u>	X	0.5	=	<u>25.00</u>
						(Max 25)
Total Section 2 Points						<u>25.00</u>
						(Max 25)

SECTION 3. AESTHETIC & PRACTICAL FEATURES

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

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

Building architecture & site compatibility	<u>1.00</u>
Building exterior construction materials	<u>1.00</u>
Landscaping & screening	<u>1.00</u>
Exterior lighting & identification	<u>1.00</u>
Traffic flow, safety & efficiency	<u>1.00</u>
Total Section 3 Points	<u>5.00</u>
	(Max 10)

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

Company:

SECTION 4. COMMITMENT TO COMMUNITY

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

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

Village	312	Months
Dexter School District	312	Months

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

SECTION 5. COST TO COMMUNITY

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

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

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

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

Total Section 5 Points	0.00
	(Max -100)

Total Application Points	105.00
	(Max 110)

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

SECTION 1. INVESTMENT

A. Personal Property

1	Equipment	Cost of machinery and equipment:	\$22,980,257
		Cost of furniture & fixtures: \$	_____
		Total: \$	_____

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

	50.00
	(Max 50)

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

	25.00
	(Max 25)

	Total Section 1 Points
	75.00
	(Max 75)

SECTION 2. EMPLOYMENT

A. Jobs

1	Number of Jobs retained	<u>238</u>	X 0.5 =	25.00
				(Max 25)

2	Number of New Jobs	<u>50</u>	X 0.5 =	25.00
				(Max 25)

	Total Section 2 Points
	25.00
	(Max 25)

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

YEARS OF TAX ABATEMENT ELIGIBILITY

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

