

**DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, FEBRUARY 10, 2014**

2-24-14
C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

B. ROLL CALL: President Keough

J. Carson
D. Fisher
J. Semifero

P. Cousins
J. Knight
R. Tell

Also present: Donna Dettling, Village Manager; Courtney Nicholls, Assistant Village Manager; Michelle Aniol, Community Development Manager; Carol Jones, Village Clerk; Dan Schlaff, Public Services Superintendent; Patrick Droze, Orchard, Hiltz and McCliment; residents and media.

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting – January 27, 2014

Motion Knight; support Cousins to approve the minutes of the Regular Council Meeting of January 27, 2014 as presented.

Unanimous voice vote for approval

D. PREARRANGED PARTICIPATION

None

E. APPROVAL OF THE AGENDA

Motion Cousins; support Fisher to approve as agenda with an additional item under New Business L-1 – Franchise Agreement Request.

Unanimous voice vote for approval

F. PUBLIC HEARINGS

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

None

G. NON-ARRANGED PARTICIPATION

Jim McCargar of 3580 Hudson, Dexter relayed belated kudos on the new sidewalks constructed last year. He owns property on the corner of Hudson and Second Streets. He was pleased with the outcome and the involvement of the Village Council members and the construction staff. In particular he stated that Dan Schlaff went well above the call in service to the community and that he was very satisfied with the result.

H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar

I. REPORTS

1. Public Services Superintendent – Dan Schlaff

Mr. Schlaff submits his progress report of the DPW and Water/Sewer per packet. Mr. Schlaff gave the following updates:

- Sludge - It will be a week to two weeks before we can start up the primary digester.
- Last week there were four frozen water lines beneath the roads. Called Cribley as they have a steamer and can shoot hot water to thaw the lines. There is about five feet of frost under the roads. The cost was about \$8,300 to handle this problem.
- Have been focusing on pushing the snow back and opening up the street lanes. Will be working on removing the snow piles from the street corners.

2. Community Development Manager – Michelle Aniol

Ms. Aniol submits her report as per packet. Ms. Aniol gave the following verbal updates:

- 8059 Main Street – received their application last Thursday and have given an approval with two minor issues to address.
- Victoria Commons – trying to get all of the partners on the same page. If they modify this will back them up on approvals as they would need a new public hearing. Discussion followed on the site plan issues.
- Northern United Brewing - their application for the tasting room just came in this evening.
- Arbor Day – Tree Board will be meeting on February 11 at 3 PM to discuss this.
- ZBA Training – will be held on Wednesday, February 26 and another session will be held on March 5 in the afternoon.
- State House Tax Policy Committee – will be following this issue regarding DDA's and tax capture.

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

None

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:

- Looking at the April agenda for the dedication of Dexter Crossings 6,7 & 8. Also looking to get more details on this agreement with Peters Building.
- OHM Update Meeting on February 7 – Dexter Community Schools talked to the group on safe routes to school. They had suggestions for improvements on Baker Road and a way to get a rapid flashing beacon at Kensington. The biggest issue seems to be the maintenance of the sidewalks by the cemetery. Will have more details at the next meeting.
- Dan Hoey Barn – getting a property description to do the land division with closing in mid March.
- LED lights – still haven’t heard if Sylvania will cover the replacement costs.
- 3045 Broad Street – received the demo permit from the county and building (except Dancer’s Edge) should come down at the end of the week or the beginning of next week.
- 2nd Budget Workshop – looking to change the date from May 14 to May 13.
- Patrick Droze provided information on the 2014 MDOT project and a discussion followed on how to handle this.

6. President’s Report

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

- Received a call and email regarding snow being plowed back into a driveway on a non-snow day. Mr. Schlaff gave an explanation as to the need for additional plowing when the snow begins to melt.

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$150,309.91

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-Charter Commission Update

Ms. Nicholls reported that a letter has been sent to the Attorney General in regards to having the Dexter Charter reviewed in time to be on the November ballot. The Attorney General responded that they will try to honor the proposed timeline.

L. NEW BUSINESS-Consideration of and Discussion of:

1. Discussion of: Franchise Agreement with AT&T

Ms. Nicholls gave an update on the AT&T franchise process. Discussion followed regarding the agreement with AT&T

2. Discussion of: Request for Engineering Study for Possible Connection of Huron Farms to the Border to Border Trail

Mrs. Dettling reported that she is looking for feedback from Council on the engineering study request and that it may be difficult to get the \$5000 needed into the current budget.

Patrick Droze responded to a question as to how MDOT would feel about this request. They have stated if the Village wishes another crossing opened, they would have to close one (Broad Street). They would be looking into the liability if sidewalks approach the property and we would probably see an eight foot fence along the area. The cost to provide an elevated crossing is significant.

3. Discussion of: Border to Border Trail Connection to Central Street

Mrs. Dettling mention the previous easement with Norfolk Southern that was thought to be a permanent easement but turned out to be only a construction easement. Will be working on a permanent easement for the property.

Mr. Droze reported that MDOT has approved the concept presented but it is not optimal. The next step with MDOT is to prepare the easement documents. We may need to relook at the path location and come out of the trail at the Mast Road bridge. Also looking at the Hafner property easement. Will look to get an estimate to come along behind the DPW and follow the river and other options that we would like to county to explore.

M. COUNCIL COMMENTS

Carson	None
Tell	None
Knight	None
Jones	Maybe we should relocate the snow piles to the old DAPCO site when the building comes down.
Semifero	None
Fisher	None
Cousins	None

N. NON-ARRANGED PARTICIPATION

None

O. ADJOURNMENT

Motion Fisher; support Carson to adjourn at 9:07 PM

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones
Clerk, Village of Dexter

Approved for Filing: _____

2014 Meeting Calendar

Board	Date	Time	Location	Website	Village Representative
Dexter Downtown Development Authority	2/20/2014	7:30 a.m.	Senior Center	http://www.dextermi.gov	Shawn Keough
Dexter Area Fire Board	2/20/2014	6:00 p.m.	Dexter Township Hall	http://dexterareafire.org/	Ray Tell/Jim Seta
Dexter Community Schools Board of Education	2/24/2014	7:00 p.m.	Creekside Intermediate School	http://dexterschools.org/	
Dexter Village Council	2/24/2014	7:30 p.m.	Dexter Senior Center	http://www.dextermi.gov	
Scio Township Board	2/25/2014	7:00 p.m.	Scio Township Hall	http://www.sciotownship.org/	
Western Washtenaw Area Value Express	2/25/2014	8:15 a.m.	Chelsea Community Hospital	http://www.ridethewavebus.org/	Jim Carson
City Charter Commission	2/26/2014	6:30 p.m.	Copeland Board Room	http://www.dextermi.gov	
Dexter District Library Board	3/3/2014	7:00 p.m.	Dexter District Library	http://www.dexter.lib.mi.us/	
Dexter Village Planning Commission	3/3/2014	7:30 p.m.	Senior Center	http://www.dextermi.gov	
Dexter Village Arts, Culture & Heritage Committee	3/4/2014	7:00 p.m.	Dexter Senior Center	http://www.dextermi.gov	
Washtenaw Area Transportation Study-Technical	3/5/2014	9:30 a.m.	Road Commission Offices	http://www.miwats.org/	
City Charter Commission	3/5/2014	6:30 p.m.	Copeland Board Room	http://www.dextermi.gov	
Dexter Area Historical Society Board	3/6/2014	7:00 p.m.	Dexter Area Historical Museum	http://www.dextermuseum.org/	
Village Facility Committee	3/7/2014	9:00 a.m.	Village Offices	http://www.dextermi.gov	Paul Cousins, Julie Knight, Shawn Keough
Dexter Village Council	3/10/2014	7:30 p.m.	Dexter Senior Center	http://www.dextermi.gov	
5H - Dexter Coalition	3/11/2014	5:30 p.m.	Dexter Wellness Center		
Scio Township Board	3/11/2014	7:00 p.m.	Scio Township Hall	http://www.sciotownship.org/	
Chelsea Area Planning Team/Dexter Area Regional Team	3/12/2014	7:00 p.m.	Lyndon Township	http://www.ewashtenaw.org/	
Dexter Area Chamber of Commerce	3/12/2014	8:15 a.m.	Copeland Board Room	http://www.dexterchamber.org/	
City Charter Commission	3/12/2014	6:30 p.m.	Copeland Board Room	http://www.dextermi.gov	
Gateway Initiative (Big 400)	3/14/2014	9:30 a.m.	Waterloo Recreation Area		

AGENDA 2-24-14
ITEM 4-1

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

2014 Sign Calendar

2-24-14
H-2

Month	Name of Group	Dates	Number Approved	Approval Date	Locations	Name of Group	Dates	Number Approved	Approval Date	Locations	
January	Dexter Senior Ctr-Winter Market	1/11 & 1/25	3-18X24 / 2-2X4"	11/22/2013	1,2,4,5,44	August					
	St. Andrews-ABC Blood Drive	12/28-1/6/14	2-28" X 22"	12/26/2013	8						
	Dexter High School-Crazy for You	1/25-2/9	2X4", 1-3x5	1/6/2014	1,2,4,5,44						
	K of C-Quarter Mainia	1/15-1/23	5-18" X 24"	1/15/2014	21 & 36						
February	Mill Creek-Red Cross Blood Drive	1/13-1/23	2-18" X 24"	1/15/2014	21 & 36	September	St. Andrews-Blood Drive	9/19-9/29	2 - 28" X 22"	8 & 22	
	St. Andrews-Monthly dinners	1/31-2/6	1-2X3"	1/6/2014	8		St. Andrews-Monthly dinners	8/29-9/4 & 9/26-10/2	1-2X3"	1/6/2014	8
	Dexter Senior Ctr-Winter Market	2/8 & 2/22	3-18X24 / 2-2X4"	11/22/2013	1,2,4,5,44						
	Dexter Community Orchestra-Concert	2/9 & 2/23	2 - 4' X 3"	10/3/2013	5 & 9						
March	Dexter High School-Crazy for You	1/25-2/9	2X4", 1-3x5	1/6/2014	1,2,4,5,44	October	St. Andrews-Monthly dinners	9/26-10/2 & 10/31-11/6	1-2X3"	1/6/2014	8
	St. Andrews-Monthly dinners	1/31-2/6 & 2/28-3/6	1-2X3"	1/6/2014	8						
	Dexter Senior Ctr-Winter Market	3/8 & 3/22	3-18X24 / 2-2X4"	11/22/2013	1,2,4,5,44						
	Community Band - Concert	2/17-3/2	1 - 18" X	11/1/2013	1,3,5						
April	St. Andrews-Monthly dinners	2/28-3/6 & 3/28-4/3	1-2X3"	1/6/2014	8	November	St. Andrews-Monthly dinners	10/31-11/6	1-2X3"	1/6/2014	8
	Dexter Community Schools-ArtWalk	4/21-5/5/14	5- 18 X 24	12/11/2013	1,2,4,44,10						
	Dexter Senior Ctr-Winter Market	4/5 & 4/19	3-18X24 / 2-2X4"	11/22/2013	1,2,4,5,44						
	Dexter Community Orchestra-Concert	4/27/14	2 - 4' X 3"	10/3/2013	5 & 9						
May	St. Andrews-Blood Drive	4/10-4/21	22"	1/6/2014	8 & 22	December	St. Andrews-Monthly dinners	11/28-12/4	1-2X3"	1/6/2014	8
	St. Andrews-Monthly dinners	3/28-4/3 & 4/25-5/1	1-2X3"	1/6/2014	8						
	Dexter Community Schools-ArtWalk	4/21-5/5/14	5- 18 X 24	12/11/2013	1,2,4,44,10						
	Community Band - Concert	4/21-5/4	18" X 24"	11/1/2013	1,3,5						
June	St. Andrews-Monthly dinners	4/25-5/1	1-2X3"	1/6/2014	8						
July	St. Andrews-Blood Drive	07/10-07/21	22"	1/6/2014	8 & 22						
<p>Location Listing: 1 - Baker/Main, 2 - Central/Mill, 3 - Dexter Ann Arbor/Copeland, 4 - Main/Alpine, 5 - Baker/Cemetery, 6 - Monument Park, 7 - Creekside, 8 - 7610 Dexter Ann Arbor, 9 - Peace Park, 10 - Dexter Ann Arbor/Limits, 11 - Cornerstone, 12 - Bates, 13 - 3443 Inverness, 14 - 7720 Ann Arbor Street, 15 - S. Main/Broad, 16 - N. Main/Broad, 17 - Edison/Ann Arbor Street, 18 - Dover/Fifth, 19 - Central/Fifth, 20 - Broad/Fifth, 21 - Mill Creek Middle School, 22 - Fourth/Inverness, 23 - Dexter Bakery, 24 - Lighthouse, 25 - Dexter Pharmacy 2, 26 - Warrior Creek Park Drive/27-Dexter Flowers, 28-Terry B's, 29-7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33-Lions Park, 35-Dexter Crossing Entrance, 36 - Dan Hoey/Dexter Ann Arbor, 37 - Dover/Main, 38 - Fourth/Central, 39 - Baker/Hudson, 40 - Inverness/Ann Arbor, 41 - Main/Jeffords, 42 - Third/Broad; 43 - 3rd/Dover; 44 - Ryan/Dexter Ann Arbor, 45 - Meadowview/Dexter Ann Arbor, 46 - Ice Rink, 47-Dexter Mill/RR tracks, 48-7444 Dexter-</p>											
<p>** Dexter Farmers Market will place up to 5 signs on Friday, Saturday and Tuesday from May through October to advertise for the market</p>											
<p>** Dexter Area Chamber will place 4 signs on Friday night to announce the summer series (1, 2, 5, 44)</p>											

AGENDA 2-24-14
ITEM I-1

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: February 24, 2014
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:

2/3/2014 to 2/9/2014 ✓ ✓
2/10/2014 to 2/16/2014 ✓ ✓

Please contact me, if you have any questions.

	2/3/2014	2/9/2014	7/Days			
sewer	7					
water	6					
mxu's, Wire	1	7649 Cottonwood				
new meters	2					
water shut offs turn on						
liftstations, Reads, Floats	4					
miss digs	1					
Decanting Secondary Digester						
hosing wwtp	2					
backwash filter building	3	48,000 gal				
final reads/beginning reads	5					
arsonic samples						
Morning Rounds WTP	5					
Morning Rounds WWTP	5					
Test fluse eye wash						
Frozen water service lines	3	3094 Kensington ran new water service line. 3279 Alpine Crible used hot water steamer. 8143 forest Crible used hot water steamer.				
Weekend Operation & Lab	2					
Maintenance pull behind air compressor	2	Changed oil, oil filter, fuel filter				
5th well annual grease,oil						
Filter plant service cL2 pumps						
Chem Cleaned sand filters						
WWTP	1	#3				

	2/3/2014	2/9/2014	7/Days			
Grit chamber new belt						
Filled oiler, greased screw pumps						
Unplugged ras pump						
High service pump maintenace						
Snow Removal WWTP, WTP, Industrial Park Liftstation, Dexter Crossing Liftstation, Westridge Liftstation, Huron Liftstation, Northeast Sanitary Easement Water Tower						
5 TH Well	10					
Pumped 2ndary scum pit.	2					
Pumped down firric man hole						
Open iron pond drain	1					
Repacked Grease In Blower						
Frozen sewer lead Parts Peddler	1	Had Parts Peddler call Metro Sewer for jet truck, camera truck. Problem in there sewer lead 35' out in parking lot.				
Doug in lab 2-days	2					
NUBCO WATER READS	2	Meter # 71756943 Read 2538 Meter # 71307627 Read 0048				
FILLED GENERATORS WITH DIESEL FUEL. 5TH WELL, FILTER PLANT.						
Service chem pumps WWTP						
Rotated blower						
Disinfection Chambers WWTP						
Changed Cl2 Pump Hose 5TH Well						

	2/3/2014	2/9/2014	7/Days			
Monthly Fire Extinguisher Inspection						
Monthly Exit/Emergency Light Inspection						
Scott, Tim Helped DPW with Snow Removal						
Drive Motors Clarifiers						
Ran Both Back Up Submersible Pumps Inside, Outside.						
Ferric Delivered						
5TH WELL		1 29' 5"				
WATER DUTY SHEETS	DRINKING WATER LAB 7 DAYS PER WEEK.					
	1	Daily grab lab:				
	2	PH		7-Days Per Week		
	3	Iron		7-Days Per Week		
	4	Flouride		7-Days Per Week		
	5	Orthoposphate		7-Days Per Week		
	6	Free Chlorine		7-Days Per Week		
		WEEKLY LAB				
	1	Raw Flouride		One Per Week		
	2	Arsenic		One Per Week		
	3	Raw iron Ryan drive wells		One Per Week		
		WEEKLY NPDES WFP				
	1	PH		One Per Week		
	2	Iron		One Per Week		
	3	Suspended solids		One Per Week		
		DRINKING WATER REPORTING				
	1	Data entry for MORs		State Every Month.		
		DRINKING WATER OTHER:				
	1					

Waste Water Lab: 2/3/2014		2/9/2014	7/Days			
WASTE WATER DUTY SHEETS		WASTE WATER LAB 7 DAYS PER WEEK.				
1	Daily grab lab		7-Days Per Week			
2	PH		7-Days Per Week			
3	Temp		7-Days Per Week			
4	DO		7-Days Per Week			
5	Fecal Coliform		7-Days Per Week			
6	Total Chlorine		7-Days Per Week			
7	Settlabilty		7-Days Per Week			
8	MSSS AT RAS		7-Days Per Week			
9	Wasting rates		7-Days Per Week			
	Daily Composite Lab:					
1	Dates:		01/13/2014 - 1/19/2014			
2	BOD		7-Days Per Week			
3	Suspended Solids		7-Days Per Week			
4	Phosphorous		7-Days Per Week			
5	Ammonia		7-Days Per Week			
	Sludge Lab:					
1	PH		7-Days Per Week			
2	Total Solids %		7-Days Per Week			
3	Alkalinity		7-Days Per Week			
	Paragon Sampling:					
1	Copper		1-Day Per Week			
2	Called pick up.					
	WASTE WATER REPORTING:					
1	EDMR Submitted		State Every Month.			
	QA/QC:					
1	Log Sheets		One Per Week			
	ORDER SUPPLIES:					
1	Ink, Tap, compressed air, petri dishes, reagants.					
	ORDER CHEMICALS:					
1	Bisulfate					
2	Bleach					
	IPP:	received report				
1	Alpha Metal					
2	Reports					
3	Other					

	2/3/2014	2/9/2014	7/Days			
	IPP:					
	1 NUBC	Calc January flows				
	2 Reports					
	3 Other:					
	Miscellaneous:					
	1 Meeting with Blair about digester start up, NUBC					
	2					
	Total Work Orders		230			

	2/10/2014	2/16/2014	7/Days		
sewer	11				
water	9				
mxu's, Wire	1				
new meters	2				
water shut offs turn on	3				
liftstations, Reads, Floats	4				
miss digs	6				
Decanting Secondary Digester	1				
hosing wwtp	1				
backwash filter building	3	35,000 gal			
final reads/beginning reads	3				
arsonic samples					
Morning Rounds WTP	5				
Morning Rounds WWTP	5				
Test fluse eye wash					
Frozen water service lines	3	3120 Baker 3212 Alpine 8107 Main st			
Weekend Operation & Lab	2				
Maintenance pull behind air compressor					
5th well annual grease,oil					
Replaced load cell 5th well	1				
Chem Cleaned sand filters WWTP	1	#1			

2/10/2014	2/16/2014	7/Days		
Grit chamber new belt				
Filled oiler, greased screw pumps	1			
Unplugged ras pump				
High service pump maintenace				
Snow Removal WWTP, WTP, Industrial Park Liftstation, Dexter Crossing Liftstation, Westridge Liftstation, Huron Liftstation, Northeast Sanitary Easement Water Tower				
5 TH Well	10			
Pumped 2ndary scum pit	2			
Pumped down firric man hole				
Open iron pond drain	1			
Repacked Grease In Blower				
Add 3lb polymer aeration tank	1			
Doug in lab 1-day	1			
NUBCO WATER READS	2	Meter # 71307627 Raad 0049 Meter # 71756943 Read 2580		
Cleaned cross walks Dexter Crossing, Huron farms	2			
Service chem pumps WWTP	1	cl2 pump		
Break ice clean storm inlets Dexter Crossing, Huron Farms	2			
Disinfection Chambers WWTP				
Changed Cl2 Pump Hose 5TH Well				

Activity	2/10/2014	2/16/2014	7/Days		
Monthly Fire Extinguisher Inspection					
Monthly Exit/Emergency Light Inspection					
Scott, Tim Helped DPW with Snow Removal					
Flush eye wash 5th well	1				
Cleaned chlorine room WWTP	1				
New heater water tower, worked on level level sensor	1				
5TH WELL	1	28' 6"			
WATER DUTY SHEETS		DRINKING WATER LAB 7 DAYS PER WEEK.			
	1	Daily grab lab:			
	2	PH		7-Days Per Week	
	3	Iron		7-Days Per Week	
	4	Flouride		7-Days Per Week	
	5	Orthoposphate		7-Days Per Week	
	6	Free Chlorine		7-Days Per Week	
		WEEKLY LAB			
	1	Raw Flouride		One Per Week	
	2	Arsenic		One Per Week	
	3	Raw iron Ryan drive wells		One Per Week	
		WEEKLY NPDES WFP			
	1	PH		One Per Week	
	2	Iron		One Per Week	
	3	Suspended solids		One Per Week	
		DRINKING WATER REPORTING			
	1	Data entry for MORs			
				State Every Month.	
		DRINKING WATER OTHER:			
	1				

2/10/2014	2/16/2014	7/Days
WASTE WATER DUTY SHEETS		
WASTE WATER LAB 7 DAYS PER WEEK.		
1	Daily grab lab	7-Days Per Week
2	PH	7-Days Per Week
3	Temp	7-Days Per Week
4	DO	7-Days Per Week
5	Fecal Coliform	7-Days Per Week
6	Total Chlorine	7-Days Per Week
7	Settlabilty	7-Days Per Week
8	MSSS AT RAS	7-Days Per Week
9	Wasting rates	7-Days Per Week
Daily Composite Lab:		
1	Dates:	2/10/2014-2/16/2014
2	BOD	7-Days Per Week
3	Suspended Solids	7-Days Per Week
4	Phosphorous	7-Days Per Week
5	Ammonia	7-Days Per Week
Sludge Lab:		
1	PH	7-Days Per Week
2	Total Solids %	7-Days Per Week
3	Alkalinity	7-Days Per Week
Paragon Sampling:		
1	Copper	1-Day Per Week
2	Called pick up.	
WASTE WATER REPORTING:		
1	EDMR Submitted	State Every Month.
QA/QC:		
1	Log Sheets	One Per Week
ORDER SUPPLIES:		
1		
ORDER CHEMICALS:		
1	Bisulfate	
2	Bleach	
IPP: received report		
1	Alpha Metal	Report from Brian
2	Reports	
3	Other	

Workings/In Progress/Completed	2/10/2014	2/16/2014	7/Days		
	IPP:				
1	NUBC				
2	Reports	Received quarterly letter			
3	Other:	Strength billing			
	Miscellaneous:				
1					
2					
	Total Work Orders		247		

	2/3/2014	2/9/2014	7-Days
Leaf Pick-Up			
Chipped Christmas Trees	1		
Patch Roads			
Repair Shoulders			
Grade Shoulder			
Storm Sewer Repair			
Install Street Sign			
Road Repair			
Trim Trees,Cut Down			
New Broom From Sweepster			
Pick Up Trash			
Plow Roads		3 Salted Roads, Subs	
Maintain/Inspect Playgrounds			
Picked Up 1 Ton Cold Patch			
Street Sweeping			
Clean Downtown			
Farmers Market		1 Stairs	
Monthly Engine Hours	1		
Apple Daze Prep			
Storm Water Inspection			
Sprinkler System Maintenance			
Crack Seal			

	2/3/2014	2/9/2014	7-Days	
Ice Rink Lights				
Emptying Street Sweeper into Dumpster				
Monthly Crane Inspection	1			
Changed Filter Diesel Pump				
Miss Diggs				
Stand Pipe Westridge				
Parks	2	Swept, Sanded Boardwalk		
Tree Inspection				
Maintenance On Sweeper				
Leaf Machine				
Traffic Signals				
Clock Downtown				
Put up, Take Down Banners				
Radar Sign				
Bridge Water Tire				
Maintenace GMC Truck	2	New o-rings, worked on under body		
Kubota	2	Wash, Fixed electrical problem		
Cleaned Drains				
Mower Truck				
Office Towels, T.P				
2-Loads Salt Delivered DPW				
Worked On ATV				

	2/3/2014	2/9/2014	7-Days	
Loaded Compost Bags Dumpster				
Salted Bricks, Park, Down - town, Sidewalk Areas	2			
Plowing, Removal Of Snow Parking Lots	2			
Summer Lawn Equipment Put Away For Winter				
Snow Removal Alleys	1	Salted Alleys		
Pushed Back Intersections	1			
Cleaned Crosswalks	1			
Street Light Out 2nd, Central				
Pushed Back All Shoulders In Village	1			
Kentworth truck maintenance	2			
Cleaned DPW	3			
Garbage can down town	1	Friday		
Greased Loader, check fluids	2			
Moved snow piles down town	1			
Total work orders	30			

Maintenance Item	2/10/2014	2/16/2014	7-Days		
Leaf Pick-Up					
Chipped Christmas Trees					
Patch Roads		2 2-days cold patching.			
Repair Shoulders					
Grade Shoulder					
Storm Sewer Repair					
Install Street Sign					
Road Repair					
Trim Trees,Cut Down					
New Broom From Sweepster					
Pick Up Trash					
Plow Roads		1 Salted Roads, Subs			
Maintain/Inspect Playgrounds					
Picked Up 1 Ton Cold Patch					
Street Sweeping					
Clean Downtown					
Farmers Market		1 Stairs			
Monthly Engine Hours					
Apple Daze Prep					
Storm Water Inspection					
Sprinkler System Maintenance					
Crack Seal					

	2/10/2014	2/16/2014	7-Days		
Ice Rink Lights					
Emptying Street Sweeper into Dumpster					
Monthly Crane Inspection					
Changed Filter Diesel Pump					
Miss Diggs	1				
Stand Pipe Westridge					
Parks	1	Swept, Sanded Boardwalk			
Tree Inspection	1	Worked with Michelle tree locations.			
Maintenance On Sweeper					
Maintenace Kenworth	1	Replaced underbody snow blades.			
Traffic Signals					
Clock Downtown					
Put up, Take Down Banners					
Radar Sign					
Bridge Water Tire					
Maintenace GMC Truck	2	Replaced underbody snow blades. Worked on lights.			
Maintenace Bobcat	1	4 new tires.			
Cleaned Storm Drains	2	Westridge, Old part town. Break ice, clean.			
Salted 3279 Alpine Driveway	1	DPW helped water deparment with driveway after frozen water service was fixed.			
Office Towels, T.P					
2-Loads Salt Delivered DPW					
Worked On ATV					

	2/10/2014	2/16/2014	7-Days		
Loaded Compost Bags Dumpster					
Salted Bricks, Park, Downtown, Sidewalk Areas	2				
Plowing, Removal Of Snow Parking Lots	1				
Pushed up snow	3	Cushing CT, Wall CT, Dead end 5TH			
Snow Removal Alleys	1				
Pushed Back Intersections	2				
Cleaned Crosswalks	1	Downtown			
Street Light Out 2nd, Central					
Pushed Back Shoulders	2	Big plow, one ton truck. Find curb line, shoulders for additional snow or warm weather melting.			
Worked on big plow	1				
Snow blowed bridge sidewalks on Jeffords, Kensington by daycare all parks	4				
Intersections that need snow removal. Block visibility	9	Baker, Hudson Ann Arbor, Dover Ann Arbor, Inverness Ann Arbor, Hudson Ann Arbor, Carrington Baker, Main Baker, Grand 5TH, Broad 3RD, Inverness			
Worked with DAFD, WCSO					
Clearing fire hydrants	2.5	1 person from DPW, Bobcat 2.5 days			

	2/10/2014	2/16/2014	7-Days		
Cleared sidewalks, crosswalks	3	Huron Farms, Westridge, Dexter Crossings.			
		Sent one DPW person, one from Utilities DEPT.			
Hired Milligan landscape to					
help with major streets cross					
walks.					
Total work orders	44				



2-24-14
ITEM I-2

Memorandum

To: Village Council and President Keough
Donna Dettling, Village Manager
From: Michelle Aniol, Community Development Manager
Re: REPORT
Date: February 19, 2014

Tree Board – The Tree Board met and has begun planning the 2014 spring planting and Arbor Day events. The spring planting bid has been drafted and will have been posted/distributed by the time Council meets on Monday, Feb. 24th. The Resident Cost-Share brochure has been updated and was included in the February newsletter.

Planning and ZBA Essentials Training – Staff emailed members of the ZBA, PC and VC who were interested in the ZBA training being offered in February, but had scheduling conflicts about the: Planning and Zoning Essentials offered by the Michigan Association of Planning (MAP) on Wednesday, March 5th at the Washtenaw Intermediate School District Building. Attached you will find additional information and details. Please let me know if you are interested in attending.

Potential Amendments to DDA/TIF – Staff received a copy of the fourth draft of potential amendments to the DDA Act. MML has been working on behalf of DDAs and their communities to mitigate the opposition's (i.e. Michigan Association of Counties) desire to end DDAs and the TIF tool. In reviewing this document staff has identified language designed to allow taxing jurisdictions opportunities to "opt out" of tax capture, including if a DDA refinances its debt, alters or amends its boundaries or extends the duration of an existing TIF Plan.

The draft document also sets forth reporting requirements, such as but not limited to creating, operating and regularly maintaining a "quality" website and providing access to all DDA documents, including board meeting minutes, annual budget, annual budget audit, currently adopted Development and TIF plans, staff contact information, sponsored and managed events, promotional and marketing materials, etc), and must hold an annual town meeting where community residents, businesses, property owners and taxing jurisdiction are invited for the purpose of highlighting successes, statistics and projects, events, promotions and marketing efforts, and property tax valuation from the previous year. Additionally, the DDA's website must identify the amount of tax increment revenue being captured for each taxing jurisdiction.

Some additional fine tuning of the Act would expand the annual reporting in the newspaper beyond just the State Treasury (as is currently required), but to any taxing jurisdiction and would include the following new reporting requirements:

- Total amount of new public and private investment in the DDA District
- Total number of new jobs created and number of jobs lots in the district
- Total number of new businesses, as well as the number that left the district

- Total number of new buildings, housing units and building additions constructed in the district
- Total amount of sponsorships, cash and in-kind, received for events, programs and project within the district

Planned Unit Development Process – Following up on the Council's discussion at it last meeting, I've put together a more detailed flow chart of the Planned Unit Development Process, than currently exists in the Ordinance, and cited the corresponding section(s) of the ordinance for your convenience. The chart accompanies this memo.

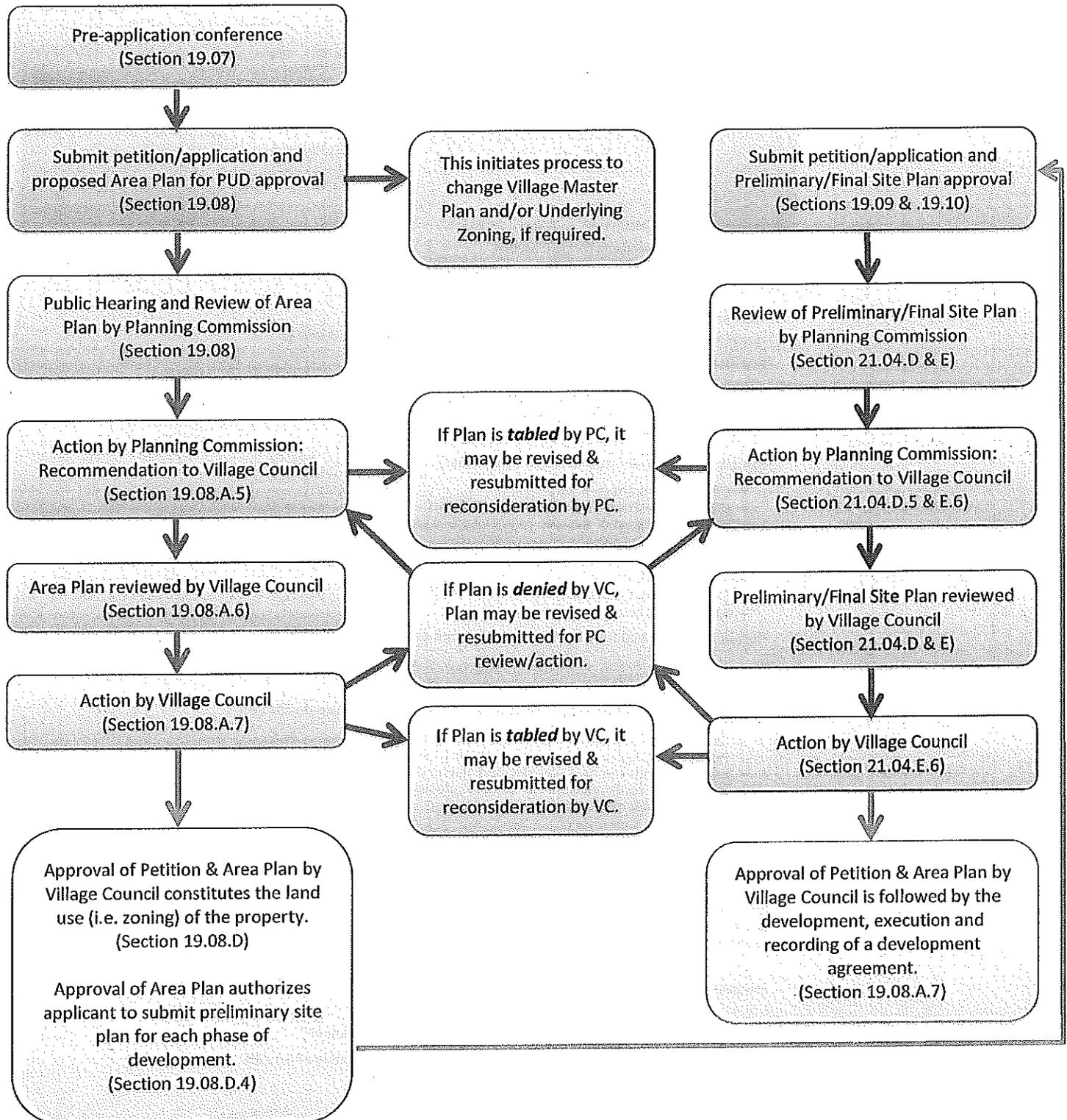
MEDC CAT Team Meeting –Administration and staff met with our MEDC CAT representative on February 12th. We discussed ways the MEDC could provide assistance as the DDA/Village move forward with the redevelopment of 3045 Broad Street, including applying for the MEDC's Redevelopment Ready Communities (RRC) Program.

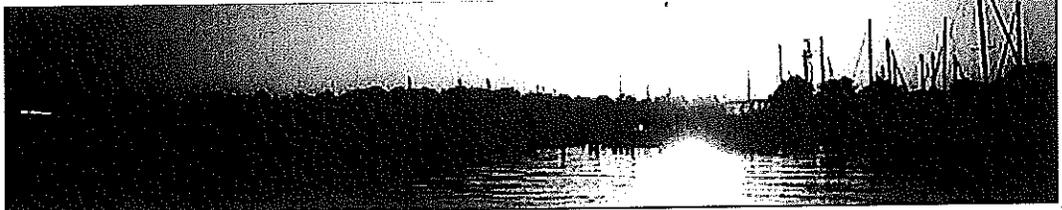
RRC is a state-wide certification program that supports communities to become development ready and competitive in today's economy. The program encourages communities to adopt innovative redevelopment strategies and efficient processes which build confidence among businesses and developers. Through the RRC program, local municipalities receive assistance in establishing a solid foundation for redevelopment to occur, thus making them more attractive for investments in places where people want to live, work and play. Top scoring applicants receive an in-depth evaluation, report of findings and technical support for implementation of recommended strategies needed to achieve certification. Evaluation is measured the RRC 6 Best Practices:

- Community Plans and Public Outreach
- Zoning Policy and Regulations
- Development Review Process
- Education and Training
- Redevelopment Ready Sites
- Community Prosperity

A copy of the 6 Best Practices accompanies this memo, along with a copy of the RRC Certification Process. Applications were due February 19th. At the recommendation of our CAT Team Representative, staff submitted an application.

Article 19 Planned Unit Development Process



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Training for Planning Commissioners, Zoning Board of Appeals and Elected Officials

February 26 | Grand Rapids Area (Plainfield Township Hall)

March 5 | Ann Arbor (Washtenaw Intermediate School District Building)

May 2014 | Marquette & Sault Ste. Marie

Register Today!

(Print off the brochure, fill it out, and return via mail, fax, or email to showard@planningmi.org)

Member rates:* (All rates include a light dinner)

- \$85 Full Program, 4-9 p.m.
- \$75 Planning Commission Essentials, 4-7 p.m.
- \$75 Zoning Board of Appeals Essentials, 6-9 p.m.

Non-member rates:*

- \$115 Full program, 4-9 p.m.
- \$105 Planning Commission Essentials, 4-7 p.m.
- \$105 Zoning Board of Appeals, 6-9 p.m.

***Rates increase \$20 for GR and AA workshops on Friday, February 21.**

What can the MAP's Planning and Zoning Essentials workshop do for you?

- Clarify the expectations and limitations of your position.
- Help you recognize when there's a conflict of interest.
- Equip you with the best planning and zoning practices to sharpen your decision-making skills.
- Boost your confidence as an elected official, planning commissioner, or zoning board of appeals member during meetings.

MAP's popular workshop, Planning and Zoning Essentials, is designed for anyone who deals with planning and zoning issues in your community. This information-packed program is ideal for introducing new planning commissioners and zoning board of appeals members to their roles and responsibilities, and also for more experienced officials looking to refresh their skills and build upon existing knowledge.

Roles and responsibilities, site plan review, comprehensive planning, zoning ordinances, variances, how to determine practical difficulty, and standards for decision-making are all presented in this comprehensive workshop.

This page last updated on 2/10/2014.

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Redevelopment Ready Communities®

Best Practices

Program Overview

Redevelopment Ready Communities[®] (RRC) is a state-wide program that certifies communities who actively engage stakeholders to vision and plan for the future.



An RRC certification signals to business owners, developers and investors that the community has removed development barriers by building deliberate, fair and consistent processes. Certified Redevelopment Ready Communities[®] attract investment to create thriving places where people want to live, work and play.

Developed by experts in the public and private sector, the RRC Best Practices are the standard for evaluation. Each best practice addresses key elements of community and economic development, nurturing the potential of a community to meet the unique needs of businesses and residents.

Evaluations are conducted by the RRC team through interviews, observation and data analysis. After the evaluation, a community is presented with a report of findings and strategies to implement. To be awarded certification, a community must demonstrate all of the RRC Best Practice components have been met. Once a community is certified, RRC will assist in the promotion and marketing of up to three Redevelopment Ready Sites through the Michigan Economic Development Corporation. These top sites are primed for new investment because they are located within a community that has effective policies, efficient processes and broad community support.

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Looking for more info?

Some parts of the Best Practices have further explanation. If a word is in blue, hover your mouse over it and a yellow box will appear for more information.

If you still have questions, feel free to contact the RRC team at RRC@michigan.org.

Best Practice One: Community Plans & Public Outreach

1.1 – The Plans

This best practice evaluates community planning for redevelopment and how the redevelopment vision is embedded in the master plan.

The comprehensive master plan is a community's guiding framework for growth. The information and concepts presented in the master plan are intended to serve as a policy guide for local decisions about the physical, social, economic and environmental development of the community. The plan is updated every five years to provide a community with a current and relevant decision making tool. An updated comprehensive master plan is essential to articulating the types of development the community desires and the specific areas where the community will concentrate resources.

Evaluation Criteria	Expectations
<p>The governing body has adopted a master plan in the past five years or has a master plan update in development.</p>	<ul style="list-style-type: none"> • The <u>master plan</u> reflects the community's desired direction for the future. • The master plan update has a completion timeline in place, if applicable. • The master plan is accessible online.
<p>The master plan identifies a strategy for redevelopment or a redevelopment plan.</p>	<ul style="list-style-type: none"> • The redevelopment strategy/plan identifies priority redevelopment sites, neighborhoods and/or districts. • The redevelopment strategy/plan contains problem statements and goals for redevelopment sites, neighborhoods and/or districts. • The redevelopment strategy/plan specifies implementation strategies and tools to accomplish the stated goals and actions. • The redevelopment strategy/plan includes a 2-5 year timeline that identifies leadership and outreach, economic development, and planning and zoning benchmarks. • The community demonstrates it has attempted to hit the stated benchmarks and annually reports to the governing body on its progress.

Evaluation Criteria	Expectations
<p>The governing body has adopted a capital improvement plan.</p>	<ul style="list-style-type: none"> • <u>The capital improvement plan</u> has a six-year minimum projection and is reviewed annually. • The capital improvement plan identifies current utility capabilities and considers if current infrastructure allows for development that has been identified in the redevelopment strategies. • The capital improvement plan considers the coordination of projects in the same area to minimize construction costs and impacts. • The capital improvement plan coordinates with the master plan and redevelopment strategy/plan. • The capital improvement plan coordinates with the budget approved by the governing body. • The capital improvement plan is accessible online.
<p>The governing body has adopted a downtown development plan, if applicable.</p>	<ul style="list-style-type: none"> • The downtown development plan has established boundaries of the development area. • The downtown development plan identifies existing improvements in the development area to be demolished, repaired, or altered, and includes estimated costs of the improvements and a timeline for completion. • The downtown development plan identifies any portions of the development area to be left as open space. • The downtown development plan considers pedestrian and/or transit oriented development. • The downtown development plan includes mixed-use elements. • The downtown development plan coordinates with the master plan, redevelopment strategy/plan and capital improvement plan. • The <u>Downtown Development Authority</u> plan coordinates, if applicable. • The downtown development plan is accessible online.

Evaluation Criteria	Expectations
<p>The governing body has adopted a corridor improvement plan, if applicable.</p>	<ul style="list-style-type: none"> • The corridor improvement plan has established boundaries of the development area. • The corridor improvement plan identifies existing improvements in the development area to be demolished, repaired, or altered, and includes estimated costs of the improvements and timeline for completion. • The corridor improvement plan identifies any portions of the development area to be left as open space. • The corridor improvement plan considers pedestrian and/or transit oriented development. • The corridor improvement plan includes mixed-use elements. • The corridor improvement plan coordinates with the master plan, redevelopment strategy/plan and capital improvement plan. • The <u>Corridor Improvement Authority</u> plan coordinates, if applicable. • The corridor improvement plan is accessible online.

1.2 – Public Participation

This best practice assesses how well the community identifies its stakeholders and engages them, not only during the master planning process, but on a continual basis.

Public participation is the process by which a community consults with interested or affected stakeholders before making a decision. It is two-way communication and collaborative problem solving with the objective of being intentionally inclusive, and the goal of achieving better and more acceptable decisions. Public participation aims to prevent or minimize disputes by creating a process for resolving issues before they become an obstacle.

The best master plans have the support of many stakeholders from businesses, residents, community groups and elected and appointed community officials. Public engagement should be more frequent and interactive than soliciting input only during the master plan update.

Evaluation Criteria	Expectations		
The community has a public participation plan for engaging a diverse set of community stakeholders in land use decisions.	<ul style="list-style-type: none"> • The plan identifies key stakeholders, including those not normally at the visioning table. • The plan describes public participation methods and the appropriate venue to use each method. • If a third party is consulted, they adhere to the public participation plan. 		
The community demonstrates that public participation efforts go beyond the basic methods.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>Basic Methods</u> <ul style="list-style-type: none"> ○ Public Notice Act ○ Newspaper posting ○ Website posting ○ Flier posting on community hall door ○ Announcements at governing body meeting ○ Post card mailings ○ Attachments to water bills ○ Local cable notification </td> <td style="width: 50%; vertical-align: top;"> <u>Proactive Practices</u> <ul style="list-style-type: none"> ○ Individual mailings ○ Charrettes ○ One-on-one interviews ○ Canvassing ○ Community workshops ○ Focus groups ○ Social networking ○ Crowdsourcing </td> </tr> </table> <ul style="list-style-type: none"> • Community tracks success of various methods. 	<u>Basic Methods</u> <ul style="list-style-type: none"> ○ Public Notice Act ○ Newspaper posting ○ Website posting ○ Flier posting on community hall door ○ Announcements at governing body meeting ○ Post card mailings ○ Attachments to water bills ○ Local cable notification 	<u>Proactive Practices</u> <ul style="list-style-type: none"> ○ Individual mailings ○ Charrettes ○ One-on-one interviews ○ Canvassing ○ Community workshops ○ Focus groups ○ Social networking ○ Crowdsourcing
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The community shares outcomes of all public participation processes.	<ul style="list-style-type: none"> • Community participation results are communicated in a consistent and transparent manner. 		

Best Practice #106 Zoning Policy and Regulations

2.1 – Zoning Regulations

This best practice evaluates a community's zoning ordinance and how well the ordinance regulates for the goals of the master plan.

Zoning is a key tool to implement comprehensive and development plans in a community. Inflexible or obsolete zoning regulations can discourage redevelopment. Outdated regulations force developers to pursue rezoning or variance requests, disturbing project timelines, increasing costs, and creating uncertainty. Communities should look to streamline ordinances and regulate for the kind of development that is truly desired. In addition, zoning is an essential tool for shaping inviting walkable communities.

Evaluation Criteria	Expectations
The governing body has adopted a zoning ordinance that reflects the goals of the current master plan.	<ul style="list-style-type: none"> • The ordinance is easy to understand and articulates clear definitions. • The zoning ordinance is accessible online.
The zoning ordinance contains priority districts where zoning encourages the type and form of development desired.	<ul style="list-style-type: none"> • The community allows mixed-use in priority districts by right. • The community has considered a form-based code in priority districts. • Downtown or commercial districts consider the following: <ul style="list-style-type: none"> ○ Build to lines ○ Open store fronts ○ Outdoor dining ○ Ground floor signage standards ○ Increased density ○ Pedestrian friendly elements • Industrial districts permit more flexible uses that reflect new economy type businesses.
The zoning ordinance contains flexible zoning techniques that promote infill redevelopment.	<ul style="list-style-type: none"> • The ordinance identifies specific allowable locations for Planned Unit Development(s) and prohibits the waiver or weakening of environmental or design standards. • Conditional land-use and conditional zoning approval requirements are clearly defined. • The community responds to project requests in a consistent manner. • The community encourages mixed- use redevelopment.

Evaluation Criteria	Expectations
<p>The zoning ordinance allows for a variety of housing options.</p>	<ul style="list-style-type: none"> • The ordinance identifies a variety of neighborhood classifications. • The community has considered allowing: <ul style="list-style-type: none"> ○ Mixed density residential ○ Residential uses in the downtown, if applicable ○ Live/work units ○ Mixed-income housing height bonus
<p>The zoning ordinance includes elements for improved non-motorized safety and access.</p>	<ul style="list-style-type: none"> • The community has considered a pedestrian and/or transit oriented development district(s). • The community has considered requiring bicycle parking spaces. • The ordinance describes minimum sidewalk width and street lighting requirements. • The ordinance describes streetscape and traffic calming requirements.
<p>The zoning ordinance allows for more flexible parking requirements.</p>	<ul style="list-style-type: none"> • The ordinance considers: <ul style="list-style-type: none"> ○ The availability of on-street parking ○ Requiring less impervious parking spaces ○ Allowing for interconnected vehicle passage between lots ○ Allowing shared parking agreements • The community has considered implementing alternative <u>parking management strategies</u>.

Best Practice Three: Development Review Process

3.1 – Site Plan Review Policy

This best practice evaluates the community's site plan review policies, project tracking and availability of development information.

Streamlined, well-documented site plan policies ensure a smooth and predictable experience when working with a community. Unnecessary steps and layers or unclear instructions increase time and expenses associated with development. Community leaders should look to simplify and clarify policies, operate in a transparent manner and increase efficiency to create an inviting redevelopment climate that is vital to attracting investment.

Evaluation Criteria	Expectations
The zoning ordinance articulates a thorough site plan review process.	<ul style="list-style-type: none"> • The zoning ordinance is updated by staff and approved by the governing body. • The zoning ordinance is accessible online.
The zoning ordinance documents the responsibilities of the governing body, community staff, zoning board of appeals, planning commission and other reviewing bodies.	<ul style="list-style-type: none"> • The zoning ordinance is updated by staff and approved by the governing body. • Responsibilities are included in <u>orientation packets</u> for new employees, governing body and other reviewing body members.
The community has a method to track development projects.	<ul style="list-style-type: none"> • The community demonstrates they have and use a tracking mechanism for development projects.
The community annually reviews the fee schedule.	<ul style="list-style-type: none"> • The fee schedule is updated to cover the community's true cost to provide services.

Evaluation Criteria	Expectations
<p>A "Guide to Development" is maintained online that explains policies, procedures and steps to obtain approvals.</p>	<ul style="list-style-type: none"> • The guide includes: <ul style="list-style-type: none"> ○ Relevant contact information ○ Relevant meeting schedules ○ <u>Easy to follow step-by-step flowchart of development processes</u> ○ <u>Clear approval timelines for reviewing bodies</u> ○ Conceptual meeting procedures ○ Relevant ordinances to review prior to site plan submission ○ <u>Site plan review requirements and application</u> ○ <u>Rezoning request process and application</u> ○ <u>Variance request process and application</u> ○ <u>Special land use request process and application</u> ○ Schedule of fees for variance, rezoning, special use, etc. ○ Special meeting procedures ○ Financial assistance tools ○ <u>Design guidelines and related processes, if applicable</u> ○ Clear explanation for site plans that can be reviewed and approved administratively, if applicable ○ Permit requirements and applications ○ Instructions for online forms ○ Online payment option, if applicable

3.2 – Site Plan Review Procedures

This best practice evaluates the community’s site plan review procedures and internal/external communication.

The purpose of the site plan review process is to assure plans for specific types of development comply with local ordinances and are consistent with the master plan. Site plan review procedures and review timelines should be communicated in a clear and concise manner to prospective developers and business owners. To do this sound internal procedures need to be in place and followed. Offering conceptual site plan review meetings is one more step a community can take to show investors they are working to remove redevelopment barriers and cut down on unexpected time delays.

Evaluation Criteria	Expectations
The community has a qualified intake professional or project manager.	<ul style="list-style-type: none"> • The community identifies a project point person and trains staff to perform intake responsibilities including: <ul style="list-style-type: none"> ○ Receiving and processing applications and site plans ○ Maintaining contact with the applicant ○ Facilitating meetings ○ Processing applications after approval • The designated person displays excellent customer service.
The community has a clearly documented internal staff review policy.	<ul style="list-style-type: none"> • The review process articulates clear roles and responsibilities for the internal staff review. This may include consultants, if applicable.
The community defines and offers <u>conceptual site plan review</u> meetings for applicants.	<ul style="list-style-type: none"> • The community has clearly defined expectations posted online and an internal requirements <u>checklist</u> to be reviewed at conceptual meetings.
The community encourages a developer to seek input from neighboring residents and businesses at the onset of the application process.	<ul style="list-style-type: none"> • The community assists the developer in soliciting input on a proposal before site plan approval.

Evaluation Criteria	Expectations
<p>The appropriate departments engage in joint site plan team reviews.</p>	<ul style="list-style-type: none"> • The joint site plan team review consists of the following representatives: <ul style="list-style-type: none"> ○ Planning Department ○ Economic Development ○ Department of Public Works ○ Building Department ○ Transportation Department ○ Fire ○ Police ○ Community Manager or Supervisor ○ County, if applicable
<p>The community promptly acts on special land use, variance or rezoning requests.</p>	<ul style="list-style-type: none"> • The community follows its documented procedures and timelines.
<p>The community annually reviews the successes and challenges with the site plan review procedures.</p>	<ul style="list-style-type: none"> • The site plan review team meets to capture lessons learned and amend the process accordingly. • The community obtains customer feedback on the site plan approval process and integrates changes to the process where applicable.

Best Practice Four: Education and Training

4.1 – Training for Elected Officials, Board Members, and Staff

This best practice assesses how a community encourages training and tracks training needs for appointed or elected officials, board members and staff.

Planning commissioners, zoning board of appeals members, the governing body and staff make more informed decisions about redevelopment and financial incentives when they receive adequate training on land use and redevelopment issues. Turnover in officials and staff can create gaps in knowledge about key development issues, which makes ongoing training essential to the efficient functioning of a community's redevelopment processes.

Evaluation Criteria	Expectations
The community has a dedicated source of funding for training.	<ul style="list-style-type: none"> • The community demonstrates it has a training budget allocated for elected and appointed officials including: <ul style="list-style-type: none"> ○ Planning commission ○ Zoning board of appeals ○ Governing body ○ Other boards and commissions • Training budgets allocated for community staff including: <ul style="list-style-type: none"> ○ Planning ○ Building ○ Economic development
The community identifies training needs of the governing body, boards, commissions and staff based on the stated goals in the redevelopment strategy.	<ul style="list-style-type: none"> • The community manages a simple tracking mechanism for logging individual training needs and date of attendance.
The community encourages board and commission members to attend trainings.	<ul style="list-style-type: none"> • The community consistently notifies its elected and appointed officials about training opportunities.
The planning commission, zoning board of appeals and the governing body conducts collaborative study sessions.	<ul style="list-style-type: none"> • Community officials annually conduct review meetings about the master plan, zoning or redevelopment projects.

4.2 – Recruitment and Orientation

This best practice evaluates how a community conducts recruitment and orientation for newly appointed or elected officials and board members.

Diversity on boards and commissions can ensure a wide range of perspectives are considered when making decisions on redevelopment and financial incentives. Communities should seek desired skill sets and establish expectations prior to new officials and board members becoming active.

Evaluation Criteria	Expectations
<p>The community sets expectations for boards and commission positions.</p>	<ul style="list-style-type: none"> • The applications set expectations for the <u>desired skill sets</u> for an open seat and that training is an important responsibility of an official. • The board and commission applications are accessible online.
<p>The community provides orientation packets to newly appointed and elected members.</p>	<ul style="list-style-type: none"> • The <u>orientation packet</u> for the governing body, planning commission and zoning board of appeals includes planning, zoning and redevelopment information.

Best Practice Five: Redevelopment Ready Sites

5.1 – Redevelopment Ready Sites

This best practice assesses how a community identifies, visions and markets their priority redevelopment sites.

Identified redevelopment ready sites assist a community to stimulate the real estate market for obsolete, vacant and underutilized property. Developers look to invest in communities that have a vision for the community, and a vision for priority sites. A community which takes steps to reduce the risk of rejected (re)development proposals will entice hesitant developers to spend their time and financial resources pursuing a project in their community. To encourage redevelopment, it is essential that communities actively package and market sites prioritized for redevelopment.

Evaluation Criteria	Expectations
The community identifies and prioritizes individual redevelopment sites.	<ul style="list-style-type: none"> • The community maintains an updated list of high priority sites to be redeveloped. • The community uses an internal checklist to evaluate the attributes of each identified site. • The prioritized list of redevelopment sites is accessible online.
The community forms a steering committee(s) for prioritized redevelopment sites.	<ul style="list-style-type: none"> • The steering committee consists of: <ul style="list-style-type: none"> ○ Community leaders ○ Property owners ○ Planning and economic development staff ○ Other key stakeholders • The steering committee creates an action plan for the visioning and information gathering of the identified priority redevelopment sites. • The steering committee creates a marketing plan for the identified priority redevelopment sites.
The steering committee gathers preliminary development research for prioritized redevelopment sites.	<ul style="list-style-type: none"> • Information to consider: <ul style="list-style-type: none"> ○ Market analysis or feasibility study ○ Existing structure and previous uses report ○ Known environmental and/or contamination conditions ○ Soil conditions ○ Natural features map ○ GIS information including site location, street maps and utility locations. • The steering committee identifies community advocates for the project.

Evaluation Criteria	Expectations
A public visioning session is held for the prioritized redevelopment sites.	<ul style="list-style-type: none"> • A public visioning session(s) is conducted following the community's public participation plan. • A written vision statement, including desired development outcomes and specific development criteria is created after the visioning session(s).
Available resources for the prioritized redevelopment sites are identified.	<ul style="list-style-type: none"> • The community determines the level of support it will give to a project depending on what desired development outcomes and criteria are met. • The community gathers financial support from other partners for projects including: <ul style="list-style-type: none"> ○ Development Authorities ○ Chamber of Commerce ○ Land Bank ○ Private Funders ○ State Agencies ○ Others
A "Property Information Package" for the prioritized redevelopment site(s) is assembled.	<ul style="list-style-type: none"> • The "Property Information Package" includes or identifies: <ul style="list-style-type: none"> ○ Vision statement and any specific required development criteria ○ Property survey ○ GIS information including site location and street maps ○ Water, sewer, broadband and other utility locations, capacities, and contact information ○ Property tax assessment information ○ Current or future zoning ○ Deed restrictions ○ Existing building condition report ○ Previous uses ○ Traffic studies ○ Known environmental and/or contamination conditions ○ Soil conditions and natural features map ○ Current property owner ○ Market analysis or feasibility study results ○ Demographic data, at community and block group levels ○ Available financial incentives
Prioritized redevelopment sites are actively marketed.	<ul style="list-style-type: none"> • The marketing plan developed by the steering committee is followed. • The "Property Information Package(s)" are accessible online.

6.1 – Economic Development Strategy

This best practice assesses what goals and actions a community has identified to assist in strengthening its overall economic health.

Today, economic development means more than business attraction and retention. While business development is a core value, a community needs to include community development and talent in the overall equation for economic success. The goal of the economic development strategy is to provide initiatives and methods that will encourage diversity of the region’s economic base, tap into opportunities for economic expansion, and help to create a sustainable, vibrant community.

Evaluation Criteria	Expectations
<p>The governing body has approved an economic development strategy.</p>	<ul style="list-style-type: none"> • The economic development strategy is part of the master plan or a separate document. • The economic development strategy connects to the master plan and capital improvement plan. • The economic development strategy identifies the unique economic opportunities and challenges of the community. • The economic development strategy identifies a 2-5 year timeline that includes priority economic development projects and implementation benchmarks. • The economic development strategy identifies the primary economic development tools the community is willing to use and negotiate. • The community demonstrates it has attempted to hit the stated benchmarks and annually reports on its progress. • The economic development strategy coordinates with a regional economic development strategy, if applicable. • The economic development strategy is accessible online.
<p>The governing body annually reviews the economic development strategy.</p>	<ul style="list-style-type: none"> • The annual budget coordinates with the economic development strategy. • The community annually reports on economic development strategy benchmarks and amends the strategy as needed.

6.2 – Marketing and Promotion

This best practice assesses how a community promotes and markets itself to create community pride and increase investor confidence. It also evaluates the ease of locating pertinent planning, zoning, and economic development documents on the community's website.

Evaluation Criteria	Expectations
<p>The community has developed a marketing strategy.</p>	<ul style="list-style-type: none"> • The marketing strategy identifies marketing opportunities and specific strategies to attract businesses, consumers and real estate development to the community. • The marketing strategy objectives strive to create or strengthen an image for the community, heighten awareness about the community, and attract and retain businesses. • The marketing strategy includes specific approaches to market the community's prioritized redevelopment sites. • The marketing strategy is accessible online.
<p>The community has an updated, user friendly municipal website.</p>	<ul style="list-style-type: none"> • The community's website is easy to navigate and find information. • The community's redevelopment information is grouped together. • The community's website contains or links to the following information: <ul style="list-style-type: none"> ○ Master plan and amendments ○ Capital improvement plan ○ Downtown development plan, if applicable ○ Corridor improvement plan, if applicable ○ Zoning ordinance ○ All components listed in the "Guide to Development" ○ Board and commission applications ○ Prioritized list of redevelopment sites ○ "Property Information Packages" for the identified priority redevelopment site(s) ○ Economic development strategy ○ Marketing strategy



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CERTIFICATION PROCESS

STEP ONE APPLICATION

Application period opened



Complete application
submitted by deadline



Complete application
reviewed by RRC team



Applicant contacted



RRC program presentation
to community



Community's leadership
adopts resolution to
proceed with evaluation
and Memorandum of
understanding (MOU) signed

STEP TWO EVALUATION

Community submits
pre-evaluation document and
supporting information by
deadline stated in MOU



Stakeholder interviews



Data and information
analyzed



RRC Advisory Council
provides technical expertise
for report of findings



Report of findings presented
to the community



Community's leadership
adopts resolution to
implement strategies by
deadline stated in MOU

STEP THREE CERTIFICATION

RRC team works with
community to implement
strategies



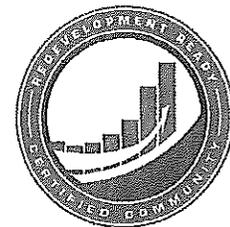
Community submits quarterly
progress reports



Community completes
implementation of
threshold requirements



Certification awarded



Certification benefits:

- Signals a proactive, business friendly community
- Top three redevelopment sites marketed through MEDC
- Priority for MEDC and MSHDA funding



VILLAGE OF DEXTER - COMMUNITY DEVELOPMENT OFFICE

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

NOTICE OF DECISION

TO: Village Council and President Keough
Planning Commission

CC: Tom Arehart, 2110 Bishop Cr E/2103 Bishop Cr W
Donna Dettling, Village Manager

FROM: Michelle Aniol, Community Development Manager

DATE: Wednesday, February 19, 2014

RE: ZBA Decision (Case #2014-01)
2110 Bishop Circle E/2103 Bishop Cr W, HD-08-06-458-501

In compliance with the Zoning Board of Appeals Rules of Procedure and Policy, Article III, notice of the following ZBA decision is given to Village Council and Planning Commission:

Variance Request (ZBA Case #2014-01)

On February 18, 2014, the ZBA reviewed a waiver request submitted by Dexter Fastener Technologies for 2110 Bishop Cr E/2103 Bishop Cr W. The waiver was requested from the following section of the Village of Dexter Zoning Ordinance:

Section 6.14D. – 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. Replacement trees shall be in addition to all other landscaping requirements.

<u>D.B.H. of Removed Tree</u>	<u>Number of Trees Required to be Planted</u>
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

PROPOSAL - The applicant is proposing a reduced number of replacement trees than what is required. Specifically, the applicant requested a one-for-one tree replacement based on the count of established trees removed; with credit received for all trees placed along the south property line and all additional trees placed in addition to current screening requirements.

The applicant determined that 279 establish trees with a diameter of 4 inches or more were removed. The requested credit breaks down as follows:

- Credit for 139 trees planned along the south property line
- Credit for 26 trees planted near land banked future parking areas
- Credit for 24 Yoshino Cherry trees being considered along Bishop Cr
- Credit for any additional trees placed on the applicant's property to improve screening or aesthetics
- Reconciliation of the final tree replacement factor at the time of final occupancy permit. At that time the applicant will provide a donation payment to the Village Tree

Fund in an amount equal to a value of \$120 per tree remaining after the above credits have been applied.

The public hearing was opened at 7:03 PM, at which time staff presented the consultant review provided in the packet along with the application materials.

The applicant's representative, Tom Arehart summarized Dexter Fastener Technologies variance request, proposal and presented a full size landscape plan to the ZBA.

The following public comment was provided:

Matt Pargof, 509 Coventry Cr, stated he opposed the variance request, questioned notification of rezoning, questioned the types of trees being proposed and requested additional trees along the southeast boundary of the petitioners property because it abuts his backyard.

Chris Pargof, 509 Coventry Cr, spoke in support of his son, Matt Pargof. Mr. Pargof stated he is a certified arborist, stated proposed evergreens would become deer food, and suggested planting be postponed until fall due to the probability of a wet spring due to the heavy snow we've experienced this year.

Chris DeCorte 517 Coventry, asked for details about the expansion of Dexter Fastener Technologies.

Zach Wismer, 7833 Baker Heights Ct, wondered what was taken out behind property and what would replace the materials taken out.

Lori Twigg, 2090 Baker Road, had questions about berm along western property line and if there were trees being removed and planted in that location.

The public hearing was closed at 8:08 PM.

The petitioner made rebuttal comments including, but not limited to: the reason for purchasing additional land, confirmed that the landscape plan was prepared by registered landscape architect, and that he wasn't in favor of planting excessive number of trees, but stated a willingness to work with the neighbor and put off planting until fall, provided there was a clear decision from the ZBA.

As the Board began its discussion, ZBA Chair Bomberly asked about the notification issue. Village Manager Dettling explained the Dexter Fastener Technologies expansion resulted from an annexation not a rezoning, and that the Village followed process set forth by Washtenaw County, including posting public notices three (3) in the local paper, as required by law.

The Board discussion continued and included, but was not limited to: the existing berm along the eastern boundary of the site, intent of the tree protection ordinance and that it wasn't meant to apply to the Industrial Park, and how the Village established the \$120/tree amount.

ZBA Decision

On February 18, 2014, the Village of Dexter Board of Zoning Appeals moved the following (DRAFT motion):

Move Carson, support Wilcox,

Based on the information provided by the applicant, Dexter Fastener Technologies for 2110 Bishop Circle E ad 2103 Bishop Circle W, HD-08-06-458-501, at the February 18, 2014 Zoning Board of Appeals meeting the Board determines that per Section 24.05 Standards for Variances and Appeals that the request to waive the following sections be approved:
Section 6.14D. – 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. Replacement trees shall be in addition to all other landscaping requirements.

<u>D.B.H. of Removed Tree</u>	<u>Number of Trees Required to be Planted</u>
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

Based on the findings of facts and conclusions including that adherence to the standards of the Ordinance in this case would result in a practical difficulty; complying with the Ordinance would prove unreasonable; the probability that replacement trees provided to fulfill ordinance requirements at this time may have to be removed in the future for additional expansion; this is a unique circumstance related to the physical condition of the property, and is not a self-created hardship; and the proposed variance would not pose a hazard to public safety or welfare and will not constitute a public nuisance.

The determination was made based on the applicant's ability to meet Section 24.05 of the Village of Dexter Zoning Ordinance.

Ayes: Hansen, Bombery, Wilcox, Carson
Nays: None
Absent: Rush

Motion Carried 4-0

Please feel free to contact me with any questions regarding the variance request or decision.

Thank you.
Respectfully submitted,

Michelle Aniol
Community Development Manager
Village of Dexter



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

AGENDA 2-24-14
ITEM I-3

To: Donna Dettling, Dexter Village Manager
From: Keith Flores, Sergeant
Through: Michael Trester, Lieutenant
Cc: Dieter Heren, Police Services Commander
Date: February 5th, 2014
Re: January 1st through January 31st Police Services Monthly Report

During the month of January there were 209 Calls for service (including traffic stops). Deputies conducted 104 traffic stops during which they wrote 50 citations.

All assigned personnel are working their regular shifts (no long term leaves). Deputies continue to attend training throughout the year in efforts to improve overall service. Recent training initiatives include:

- Dep. Kirby attended active shooter training in January. Active Shooter training is useful to better enhance their skills if a shooting situation would occur in a place of business, school or residence.
- Dep. Mark Kirby and Dep. Pasternak attended their monthly USRT (Underwater search and rescue) training during the month of January.
- Dep. Wagner attended firearms training during the month of January. This was a refresher course covering department policy/procedure and case law relating to "use of force" and "firearms policies". This training incorporated scenario based exercises to keep officers focused on what the policies state in addition to offering possible alternate methods when dealing with offenders.
- Dep. Zachariah and I both attended the second phase of POP training (problem oriented policing) during the month of January. All deputies will be attending the second phase of POP Training throughout the next couple months to enhance their community policing skills. This training exposes each officer to the principles of identifying specific community needs so that appropriate responses are planned and acted upon.

Several other projects and concerns are being addressed. They include:

- On January 15th at approx. 9:15am deputies were dispatched to 400blk of Cambridge for a possible home invasion in progress. A neighbor observed two teenagers at the back sliding door trying to pry the door open. Three deputies responded, two in the subdivision and one into the industrial park behind the sub. Both subjects fled into the industrial park on foot. As we approached, both subjects continued to flee on foot attempting to avoid capture. Both subjects were caught after a short foot chase. It was discovered that one of the subjects lived at the residence and did not have keys to enter. They were both truant from Dexter High School trying to get some place warm. Incident turned over to Dep. Hilobuk and school staff.
- On January 23rd at approx. 4:45pm a deputy was dispatched to the 7000blk of Dexter Ann Arbor for an embezzlement complaint. Management discovered that over the past nine months, the employee/suspect was stealing small amounts of money from the cash drawer each day totaling approx. \$1000 over that same period. Investigation ongoing.

- On January 24th at approx 8:30pm a deputy was dispatched to the 2000blk of Baker road for a stolen vehicle complaint. Upon arrival it was discovered that the driver borrowed the vehicle from his ex-wife (registered owner). The subject stopped at a business in the 2000blk of Baker, exited the vehicle and left it running (unlocked). While inside the store, an unknown subject entered the vehicle and drove it away. Video evidence was not available at the time. The following day, deputies reviewed the video observing an unknown person enter the vehicle and drive away. The vehicle was entered into our national law enforcement database as stolen. Several attempts were made to contact the ex wife and the complainant to solidify evidence surrounding this incident, however we could not get a response from either party. Finally on January 29th it was confirmed that the vehicle was in fact retrieved by the ex wife/registered owner. She did not want contact with her ex husband and decided to just take the vehicle to avoid confrontation. Case closed

The Facility Committee met on Friday, February 7, 2014 at 9:00 a.m. They had last met in October 2013 to visit Fire Stations. Monthly Facility Committee meetings are scheduled for every 1st Friday of the month starting in February 2014.

Shawn Keough, Julie Knight, Paul Cousins, Courtney Nicholls, & Donna Dettling held the first monthly meeting on Friday, February 7, 2014 at 9:00 a.m. at the village office. Fred Schmid was unable to attend. An agenda was not prepared for this meeting. Paul Cousins requested that an agenda and notes from every meeting be provided. Donna Dettling will take responsibility for this task.

Presented below are highlights from the meeting:

- Shawn asked what the timing should be, when do we resolve the Fire Hall and Village office needs. What is an acceptable time frame?
- Julie shared her opinion that a solid plan by July 1, 2015 would be a good target. We need time to work through where, when, how, how much we're going to spend to solve our facility needs.
- Committee discussed how we pay for our facility needs; repurpose 1 mill from GO Bond that is paid off in 2017. **Need to research with Tom Colis, Village Bond Counsel how the timeline for paperwork and approvals would flow to have a new GO Bond in place in 2017.**
- Discussed the General Fund Bond \$1.7 that was Noticed and approved when we bonded for the DPW facility. The Village has \$1.1 million in bonding capability that doesn't require public notice. Payment for the current \$1.7 comes from the general fund, roughly \$127,800 each year. **Council needs to consider whether the general fund could support an additional bond payment if the Village bonded for the \$1.1million for facility needs.**
- Discussed Public Safety Millage approach, where the village would request a Public Safety Millage that could possibly cover the cost of either the annual police and fire services budget and/or the construction/renovation cost of Police/Fire Facility.
- Paul believes the timing to get the increase millage request before the voters would work best if included with the City Charter vote. The Committee can only speculate on impact this might have on public support of the City Charter.
- Included with the notes, are two documents brought back by Paul Cousins for further review and comment. They were labeled "A" and "B" for ease of follow-up.
- The Committee discussed document "A", which includes **option 1** (renovate 8140 Main for Fire Hall, add new construction of elevator and rest rooms, and new construction for Village Office) **option 2** (construct New Fire Hall on Dan Hoey property and renovate 8140 for Village Office) and **option 3** (renovate 8140 for Fire Hall and Village Office) for further review and possibly assistance from an Architect.
- Paul feels that Council members have already made up their minds between option 2 and 3. Julie remains concerned about the cost of different options, but wants to make a decision.

- Shawn discussed the need for an Architect to develop a plan that includes but is not limited to; obtaining concepts for the different options to 30% design including preliminary cost estimates, that will help guide Council through the process to a final decision and ultimately to construction.
- Staff feels the information collected over the past 5 years + or - is disorganized and has come from disjointed resources and do not provide a dependable source to make such an important decision. Council doesn't have a reliable cost comparison between the options at this point. Making the decision at this time would be based on preference between the options without consideration of cost. Council members have discussed a desire to find the most cost effective solution to our facility needs.
- Shawn feels it is important to develop a preliminary budget for these options and explore fully the pros and cons of each with the help of a consultant.
- The Committee agreed to discuss taking back a recommendation to Council to support advertising for an RFP/RFQ for consulting services as well as setting a budget for this effort.
- Paul wanted time to think about the RFP/RFQ process before taking anything to Council and requested that we meet again before the regular March meeting.
- Committee discussed having another meeting on one of the next two Fridays in February or possibly Monday the 17th. Village office is closed the 17th for President's Day, but we could have a meeting that day, preferably around 3p.m. Donna will follow-up with the Committee to finalize the date.

Respectfully Submitted,
Donna Dettling, Village Manager

FACILITY COMMITTEE

THE VILLAGE OF DEXTER

8123 MAIN STREET

Friday, February 21, 2014

8:30 a.m.

At Village Office, Second Floor PNC Bank

Attendance:

Shawn Keough, Paul Cousins, Julie Knight, Fred Schmid, Courtney Nicholls, and Donna Dettling.

Why we're meeting: The Facility Committee is meeting monthly every 1st Friday of the month starting in February 2014. The Committee will be working toward solutions to the village's facility needs. After the 1st meeting in February, the committee requested a meeting sooner than March 7th, in order to get feedback from Council and develop an RFP or RFQ process to develop an action plan.

Proposed Committee Agenda

1. Review Notes from February 7, 2014
2. RFP/RFQ Discussion
3. Summary of meeting with Bond Counsel, Tom Colis and Tom Traciak
4. Items for Next Agenda March 7, 2014 at 9:00 a.m.

Memo

To: Donna Dettling, Village Manager

From: Marie Sherry, Treasurer

CC:

Date: 2/13/2014

Re: Meeting Regarding Bonds

Following is a recap of our meeting with Tom Traciak (Finance Advisor from H.J. Umbaugh & Associates) and Tom Colis (Bond Counsel from Dykema Gossett) about the current DDA and Village bonds. Also in attendance were Marie Sherry, Donna Dettling, Michelle Aniol, Shawn Keough, and Tom Covert.

- 2011 DDA Refunding Bond: This bond has already been refunded, and there are no further refinancing opportunities. The last payment is May 2020.
- 2008 DDA Tax Exempt Bond: The first call date for this bond is in 2018. Conditions are not favorable at this time to do an advance call. The DDA should revisit this bond in 2016.
- 2008 DDA Taxable Bond: This bond is currently callable.
 - Can this bond be refinanced as a non-taxable bond? Yes, if the use is 100% public, such as a public parking lot or parkland. If it is going to be sold to a private developer at any time in the future, then no. Since the stated DDA intent is to sell the property as is contained in the DDA plan, we are proceeding under the assumption that it will not become non-taxable.
 - What are the options for the taxable bonds?
 - The DDA can use reserves to pay down the debt. In order to do so, Bond Counsel stated that the following should happen:
 - The DDA should determine how much they would like to use to pay down the bonds.
 - 30-day notice shall be given to the bond holders that the bonds in the 20xx-20xx range are being called. This can be done through the bond payers, which is US Bank. US Bank would need a week or two to have time to create and send the notices.
 - The DDA can refund the bonds if the conditions are favorable. The refunding can be done immediately, after paying down debt, or after the sale of the property (or

a combination of one or more). It is important to remember that there will be costs of approximately \$17,000-\$20,000 associated with any refunding.

- Next steps:
 - Tom Traciak will develop new debt schedules for various principal payment options (i.e. \$450,000 \$675,000) on the Taxable bond.
 - Upon receipt of Tom Traciak's report, Tom Covert will prepare a spreadsheet showing the different options and how they affect the DDA's financial future.
 - Tom Colis is to draft a memo about the allowable uses for DDA funds in regard to public improvements.
- 2006 Village Facilities Bond: This bond is not callable until 2016. Conditions are not favorable at this time to do an advance call.
- Future bond after the 2002 Streetscape Bond is paid off:
 - There are two types of voted approvals for bonds.
 - Millage-based: A set millage amount (ie 1 mill) that can be used for the purpose stated in the ballot language. For example, language stating "1 mill for 10 years for facilities improvements" could be used for a fire hall, a village office, etc and could be used either for bond payments or for pay-as-you-go costs.
 - Bond based: Based on the amount of a specific bond, and the mills raised cannot be more than needed to pay off the bond. This is how our current Streetscape Bond is structured.
 - Voters can approve the language in one year, but the Village does not have to bond in the year approved. However, in the case of the millage-based bond, the Headlee Amendment would apply immediately. Monies raised by a millage-based bond would be held in a special revenue fund (similar to the Streets Millage) until such time as they need to be used.
- Sewer and Water Debt: The debt in these funds are not subject to refinancing, either because they are too new or have already been refinanced.

394-850.000-977.005

2011 Refunding Bond

Due Date	Principal	Interest	Month Due	Fiscal Due	Interest
November-11	10,000	2,701.38	12,701.38		
May-12	59,000	9,027.00	68,027.00	80,728.38	11,728.38
November-12	31,000	8,156.75	39,156.75		
May-13	30,000	7,699.50	37,699.50	76,856.25	15,856.25
November-13	33,000	7,257.00	40,257.00		
May-14	33,000	6,770.25	39,770.25	80,027.25	14,027.25
November-14	35,000	6,283.50	41,283.50		
May-15	34,000	5,767.25	39,767.25	81,050.75	12,050.75
November-15	37,000	5,265.75	42,265.75		
May-16	36,000	4,720.00	40,720.00	82,985.75	9,985.75
November-16	36,000	4,189.00	40,189.00		
May-17	36,000	3,658.00	39,658.00	79,847.00	7,847.00
November-17	35,000	3,127.00	38,127.00		
May-18	35,000	2,610.75	37,610.75	75,737.75	5,737.75
November-18	35,000	2,094.50	37,094.50		
May-19	34,000	1,578.25	35,578.25	72,672.75	3,672.75
November-19	37,000	1,076.75	38,076.75		
May-20	36,000	531.00	36,531.00	74,607.75	1,607.75

492,000

394-850.000-997.004

2008 Non-Taxable Bond Series 2008B

Due Date	Principal	Interest	Month Due	Fiscal Due	Interest
November-08	-	29,953	29,953		
May-09	-	48,139	48,139	78,093	78,093
November-09	-	48,139	48,139		
May-10	-	48,139	48,139	96,279	96,279
November-10	-	48,139	48,139		
May-11	-	48,139	48,139	96,279	96,279
November-11	-	48,139	48,139		
May-12	25,000	48,139	73,139	121,279	96,279
November-12	-	47,689	47,689		
May-13	25,000	47,689	72,689	120,379	95,379
November-13	-	47,221	47,221		
May-14	25,000	47,221	72,221	119,441	94,441
November-14	-	46,721	46,721		
May-15	25,000	46,721	71,721	118,441	93,441
November-15	-	46,221	46,221		
May-16	25,000	46,221	71,221	117,441	92,441
November-16	-	45,689	45,689		
May-17	25,000	45,689	70,689	116,379	91,379
November-17	-	45,143	45,143		
May-18	35,000	45,143	80,143	125,285	90,285
November-18	-	44,355	44,355		
May-19	50,000	44,355	94,355	138,710	88,710
November-19	-	43,205	43,205		
May-20	65,000	43,205	108,205	151,410	86,410
November-20	-	41,710	41,710		
May-21	140,000	41,710	181,710	223,420	83,420
November-21	-	38,490	38,490		
May-22	155,000	38,490	193,490	231,980	76,980
November-22	-	34,770	34,770		
May-23	165,000	34,770	199,770	234,540	69,540
November-23	-	30,810	30,810		
May-24	190,000	30,810	220,810	251,620	61,620
November-24	-	26,250	26,250		
May-25	225,000	26,250	251,250	277,500	52,500
November-25	-	20,625	20,625		
May-26	250,000	20,625	270,625	291,250	41,250
November-26	-	14,375	14,375		
May-27	275,000	14,375	289,375	303,750	28,750
November-27	-	7,500	7,500		
May-28	300,000	7,500	307,500	315,000	15,000

1,950,000

394-850.000-997.003

2008 Taxable Bond Series 2008A

Due Date	Principal	Interest	Month Due	Fiscal Due	Interest
November-08	-	57,018	57,018		
May-09	-	61,826	61,826	118,844	118,844
November-09	-	61,826	61,826		
May-10	-	61,826	61,826	123,653	123,653
November-10	-	61,826	61,826		
May-11	-	61,826	61,826	123,653	123,653
November-11	-	61,826	61,826		
May-12	15,000	61,826	76,826	138,653	123,653
November-12	-	61,273	61,273		
May-13	15,000	61,273	76,273	137,546	122,546
November-13	-	60,720	60,720		
May-14	15,000	60,720	75,720	136,440	121,440
November-14	-	60,167	60,167		
May-15	15,000	60,167	75,167	135,334	120,334
November-15	-	59,614	59,614		
May-16	15,000	59,614	74,614	134,228	119,228
November-16	-	59,061	59,061		
May-17	15,000	59,061	74,061	133,121	118,121
November-17	-	58,508	58,508		
May-18	15,000	58,508	73,508	132,015	117,015
November-18	-	57,954	57,954		
May-19	15,000	57,954	72,954	130,909	115,909
November-19	-	57,401	57,401		
May-20	15,000	57,401	72,401	129,803	114,803
November-20	-	56,848	56,848		
May-21	45,000	56,848	101,848	158,696	113,696
November-21	-	55,189	55,189		
May-22	45,000	55,189	100,189	155,378	110,378
November-22	-	53,529	53,529		
May-23	45,000	53,529	98,529	152,059	107,059
November-23	-	51,870	51,870		
May-24	45,000	51,870	96,870	148,740	103,740
November-24	-	50,115	50,115		
May-25	45,000	50,115	95,115	145,230	100,230
November-25	-	48,360	48,360		
May-26	45,000	48,360	93,360	141,720	96,720
November-26	-	46,605	46,605		
May-27	45,000	46,605	91,605	138,210	93,210
November-27	-	44,850	44,850		
May-28	45,000	44,850	89,850	134,700	89,700
November-28	-	43,095	43,095		
May-29	205,000	43,095	248,095	291,190	86,190
November-29	-	35,100	35,100		
May-30	225,000	35,100	260,100	295,200	70,200
November-30	-	26,325	26,325		
May-31	225,000	26,325	251,325	277,650	52,650
November-31	-	17,550	17,550		
May-32	225,000	17,550	242,550	260,100	35,100
November-32	-	8,775	8,775		
May-33	225,000	8,775	233,775	242,550	17,550
	1,570,000				

VILLAGE OF DEXTER

Downtown Development Bonds, Series 2008A (Remaining Maturities)

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/01/2014	-	-	-	-	-
11/01/2014	-	-	60,166.88	60,166.88	-
05/01/2015	15,000.00	7.375%	60,166.88	75,166.88	135,333.76
11/01/2015	-	-	59,613.75	59,613.75	-
05/01/2016	15,000.00	7.375%	59,613.75	74,613.75	134,227.50
11/01/2016	-	-	59,060.63	59,060.63	-
05/01/2017	15,000.00	7.375%	59,060.63	74,060.63	133,121.26
11/01/2017	-	-	58,507.50	58,507.50	-
05/01/2018	15,000.00	7.375%	58,507.50	73,507.50	132,015.00
11/01/2018	-	-	57,954.38	57,954.38	-
05/01/2019	15,000.00	7.375%	57,954.38	72,954.38	130,908.76
11/01/2019	-	-	57,401.25	57,401.25	-
05/01/2020	15,000.00	7.375%	57,401.25	72,401.25	129,802.50
11/01/2020	-	-	56,848.13	56,848.13	-
05/01/2021	45,000.00	7.375%	56,848.13	101,848.13	158,696.26
11/01/2021	-	-	55,188.75	55,188.75	-
05/01/2022	45,000.00	7.375%	55,188.75	100,188.75	155,377.50
11/01/2022	-	-	53,529.38	53,529.38	-
05/01/2023	45,000.00	7.375%	53,529.38	98,529.38	152,058.76
11/01/2023	-	-	51,870.00	51,870.00	-
05/01/2024	45,000.00	7.800%	51,870.00	96,870.00	148,740.00
11/01/2024	-	-	50,115.00	50,115.00	-
05/01/2025	45,000.00	7.800%	50,115.00	95,115.00	145,230.00
11/01/2025	-	-	48,360.00	48,360.00	-
05/01/2026	45,000.00	7.800%	48,360.00	93,360.00	141,720.00
11/01/2026	-	-	46,605.00	46,605.00	-
05/01/2027	45,000.00	7.800%	46,605.00	91,605.00	138,210.00
11/01/2027	-	-	44,850.00	44,850.00	-
05/01/2028	45,000.00	7.800%	44,850.00	89,850.00	134,700.00
11/01/2028	-	-	43,095.00	43,095.00	-
05/01/2029	205,000.00	7.800%	43,095.00	248,095.00	291,190.00
11/01/2029	-	-	35,100.00	35,100.00	-
05/01/2030	225,000.00	7.800%	35,100.00	260,100.00	295,200.00
11/01/2030	-	-	26,325.00	26,325.00	-
05/01/2031	225,000.00	7.800%	26,325.00	251,325.00	277,650.00
11/01/2031	-	-	17,550.00	17,550.00	-
05/01/2032	225,000.00	7.800%	17,550.00	242,550.00	260,100.00
11/01/2032	-	-	8,775.00	8,775.00	-
05/01/2033	225,000.00	7.800%	8,775.00	233,775.00	242,550.00
Total	\$1,555,000.00	-	\$1,781,831.30	\$3,336,831.30	-

VILLAGE OF DEXTER

Downtown Development Bonds, Series 2008A (Remaining Maturities)

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	\$22,920.00
Average Life	14.740 Years
Average Coupon	7.7741331%
Net Interest Cost (NIC)	7.7741331%
True Interest Cost (TIC)	7.7657791%
Bond Yield for Arbitrage Purposes	7.7657791%
All Inclusive Cost (AIC)	7.7657791%

IRS Form 8038

Net Interest Cost	7.7741331%
Weighted Average Maturity	14.740 Years

VILLAGE OF DEXTER

Downtown Development Bonds, Series 2008A (Payoff of Last 3 Maturities)

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
05/01/2014	-	-	-	-	-
11/01/2014	-	-	33,841.88	33,841.88	-
05/01/2015	15,000.00	7.375%	33,841.88	48,841.88	82,683.76
11/01/2015	-	-	33,288.75	33,288.75	-
05/01/2016	15,000.00	7.375%	33,288.75	48,288.75	81,577.50
11/01/2016	-	-	32,735.63	32,735.63	-
05/01/2017	15,000.00	7.375%	32,735.63	47,735.63	80,471.26
11/01/2017	-	-	32,182.50	32,182.50	-
05/01/2018	15,000.00	7.375%	32,182.50	47,182.50	79,365.00
11/01/2018	-	-	31,629.38	31,629.38	-
05/01/2019	15,000.00	7.375%	31,629.38	46,629.38	78,258.76
11/01/2019	-	-	31,076.25	31,076.25	-
05/01/2020	15,000.00	7.375%	31,076.25	46,076.25	77,152.50
11/01/2020	-	-	30,523.13	30,523.13	-
05/01/2021	45,000.00	7.375%	30,523.13	75,523.13	106,046.26
11/01/2021	-	-	28,863.75	28,863.75	-
05/01/2022	45,000.00	7.375%	28,863.75	73,863.75	102,727.50
11/01/2022	-	-	27,204.38	27,204.38	-
05/01/2023	45,000.00	7.375%	27,204.38	72,204.38	99,408.76
11/01/2023	-	-	25,545.00	25,545.00	-
05/01/2024	45,000.00	7.800%	25,545.00	70,545.00	96,090.00
11/01/2024	-	-	23,790.00	23,790.00	-
05/01/2025	45,000.00	7.800%	23,790.00	68,790.00	92,580.00
11/01/2025	-	-	22,035.00	22,035.00	-
05/01/2026	45,000.00	7.800%	22,035.00	67,035.00	89,070.00
11/01/2026	-	-	20,280.00	20,280.00	-
05/01/2027	45,000.00	7.800%	20,280.00	65,280.00	85,560.00
11/01/2027	-	-	18,525.00	18,525.00	-
05/01/2028	45,000.00	7.800%	18,525.00	63,525.00	82,050.00
11/01/2028	-	-	16,770.00	16,770.00	-
05/01/2029	205,000.00	7.800%	16,770.00	221,770.00	238,540.00
11/01/2029	-	-	8,775.00	8,775.00	-
05/01/2030	225,000.00	7.800%	8,775.00	233,775.00	242,550.00
Total	\$880,000.00	-	\$834,131.30	\$1,714,131.30	-

VILLAGE OF DEXTER

Downtown Development Bonds, Series 2008A (Payoff of Last 3 Maturities)

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	\$10,770.00
Average Life	12.239 Years
Average Coupon	7.7449517%
Net Interest Cost (NIC)	7.7449517%
True Interest Cost (TIC)	7.7323387%
Bond Yield for Arbitrage Purposes	7.7323387%
All Inclusive Cost (AIC)	7.7323387%

IRS Form 8038

Net Interest Cost	7.7449517%
Weighted Average Maturity	12.239 Years

VILLAGE OF DEXTER

Downtown Development Bonds, Series 2008A (Payoff of Last 2 Maturities)

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/01/2014	-	-	-	-	-
11/01/2014	-	-	42,616.88	42,616.88	-
05/01/2015	15,000.00	7.375%	42,616.88	57,616.88	100,233.76
11/01/2015	-	-	42,063.75	42,063.75	-
05/01/2016	15,000.00	7.375%	42,063.75	57,063.75	99,127.50
11/01/2016	-	-	41,510.63	41,510.63	-
05/01/2017	15,000.00	7.375%	41,510.63	56,510.63	98,021.26
11/01/2017	-	-	40,957.50	40,957.50	-
05/01/2018	15,000.00	7.375%	40,957.50	55,957.50	96,915.00
11/01/2018	-	-	40,404.38	40,404.38	-
05/01/2019	15,000.00	7.375%	40,404.38	55,404.38	95,808.76
11/01/2019	-	-	39,851.25	39,851.25	-
05/01/2020	15,000.00	7.375%	39,851.25	54,851.25	94,702.50
11/01/2020	-	-	39,298.13	39,298.13	-
05/01/2021	45,000.00	7.375%	39,298.13	84,298.13	123,596.26
11/01/2021	-	-	37,638.75	37,638.75	-
05/01/2022	45,000.00	7.375%	37,638.75	82,638.75	120,277.50
11/01/2022	-	-	35,979.38	35,979.38	-
05/01/2023	45,000.00	7.375%	35,979.38	80,979.38	116,958.76
11/01/2023	-	-	34,320.00	34,320.00	-
05/01/2024	45,000.00	7.800%	34,320.00	79,320.00	113,640.00
11/01/2024	-	-	32,565.00	32,565.00	-
05/01/2025	45,000.00	7.800%	32,565.00	77,565.00	110,130.00
11/01/2025	-	-	30,810.00	30,810.00	-
05/01/2026	45,000.00	7.800%	30,810.00	75,810.00	106,620.00
11/01/2026	-	-	29,055.00	29,055.00	-
05/01/2027	45,000.00	7.800%	29,055.00	74,055.00	103,110.00
11/01/2027	-	-	27,300.00	27,300.00	-
05/01/2028	45,000.00	7.800%	27,300.00	72,300.00	99,600.00
11/01/2028	-	-	25,545.00	25,545.00	-
05/01/2029	205,000.00	7.800%	25,545.00	230,545.00	256,090.00
11/01/2029	-	-	17,550.00	17,550.00	-
05/01/2030	225,000.00	7.800%	17,550.00	242,550.00	260,100.00
11/01/2030	-	-	8,775.00	8,775.00	-
05/01/2031	225,000.00	7.800%	8,775.00	233,775.00	242,550.00
Total	\$1,105,000.00	-	\$1,132,481.30	\$2,237,481.30	-

2008A LTGO (Payoff Last 2 | SINGLE PURPOSE | 2/13/2014 | 10:47 AM

VILLAGE OF DEXTER

Downtown Development Bonds, Series 2008A (Payoff of Last 2 Maturities)

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	\$14,595.00
Average Life	13.208 Years
Average Coupon	7.7593786%
Net Interest Cost (NIC)	7.7593786%
True Interest Cost (TIC)	7.7486338%
Bond Yield for Arbitrage Purposes	7.7486338%
All Inclusive Cost (AIC)	7.7486338%
IRS Form 8038	
Net Interest Cost	7.7593786%
Weighted Average Maturity	13.208 Years

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

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February 17, 2014

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

RE: Follow up to Meeting Discussing Village of Dexter DDA Bonds

Dear Donna:

The purpose of this letter is to respond to a question that arose at our meeting on February 12, 2014. At the meeting we discussed the possibility of refunding or paying off a portion of the Village of Dexter's outstanding Downtown Development Bonds, Series 2008A (Limited Tax General Obligation)(Taxable)(the "Taxable DDA Bonds").

You mentioned that the Dexter Downtown Development Authority (the "DDA") had accumulated some funds that it was considering using to pay down some of the principal amount outstanding on the Taxable DDA Bonds. You also asked about the permissible uses of DDA funds and whether some of the DDA funds or future DDA revenues could be used to finance a Village office or a fire hall.

In general, the DDA is limited in using its revenues for those purposes enumerated in Act 197, Public Acts of Michigan, 1975, as amended (the "DDA Act") and described in its Tax Increment Financing and Development Plan (the "Plan"). The DDA Act provides in its list of powers, that the Board of a DDA may "[p]lan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a *public facility*, an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the *economic* growth of the downtown district." MCL 125.1657(1)(c) [emphasis added]. Under the DDA Act "public facility" means "a street, plaza, pedestrian mall, and any improvements to a street, plaza, or pedestrian mall including street furniture and beautification, park, parking facility, recreational facility, right-of-way, structure, waterway, bridge, lake, pond, canal, utility line or pipe, building, and access routes to any of the foregoing, designed and dedicated to use by the public generally, or used by a public agency. Public facility includes an improvement to a facility used by the public or a public facility as those terms are defined in section 1 of 1966 PA 1, MCL 125.1351, which improvement is made to comply with the barrier free design requirements of the state

Ms. Donna Dettling

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February 17, 2014

construction code promulgated under the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531. Public facility also includes the acquisition, construction, improvement, and operation of a building owned or leased by the authority to be used as a retail business incubator." MCL 125.1651(w). The DDA Act does not expressly include a public administration building such as a village office or fire hall in the types of facilities that a DDA may construct or improve.

In contrast to the DDA Act, the Tax Increment Finance Authority Act, Act 450, Public Acts of Michigan, 1980, as amended (the "TIFA Act") provides in its list of powers that the Board of a TIFA may "[p]lan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a *public facility*, an existing building, or a multiple family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the *revitalization and growth* of the development area." MCL 125.1807(c) [emphasis added]. Under the TIFA Act, "public facility" means "1 or more of the following: (i) A street, plaza, or pedestrian mall, and any improvements to a street, plaza, boulevard, alley, or pedestrian mall, including street furniture and beautification, park, parking facility, recreation facility, playground, *school, library, public institution or administration building*, right of way, structure, waterway, bridge, lake, pond, canal, utility line or pipeline, transit-oriented development, transit-oriented facility, and other similar facilities and necessary easements of these facilities designed and dedicated to use by the public generally or used by a public agency. *As used in this subparagraph, public institution or administration building includes, but is not limited to, a police station, fire station, court building, or other public safety facility.* (ii) The acquisition and disposal of real and personal property or interests in real and personal property, demolition of structures, site preparation, relocation costs, building rehabilitation, and all associated administrative costs, including, but not limited to, architect's, engineer's, legal, and accounting fees as contained in the resolution establishing the district's development plan. (iii) An improvement to a facility used by the public or a public facility as those terms are defined in section 1 of 1966 PA 1, MCL 125.1351, which improvement is made to comply with the barrier free design requirements of the state construction code promulgated under the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531." MCL 125.1801(u) [emphasis added].

As you can see from the comparison, the TIFA Act expressly provides for administration buildings and public safety facilities in its definition of "public facility." The TIFA Act was adopted five years after the DDA Act. However, the DDA Act has been amended numerous times since its adoption and if the legislature wanted to expand the definition of public facility to mirror the TIFA Act it could have done so on any of those occasions.

Furthermore, the TIFA Act has a broader purpose of promoting the revitalization and growth of development areas. While the DDA Act includes the generic term "building" in its list of public facilities, the DDA Act has a much more specific purpose than the TIFA Act in promoting the "economic" growth of downtown business districts. In order to be able to utilize tax increment revenues of the DDA for such projects, one would have to conclude that financing

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Donna Dettling

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February 17, 2014

the Village offices or a fire hall would serve the purposes of the DDA Act by directly promoting the economic growth of the business district.

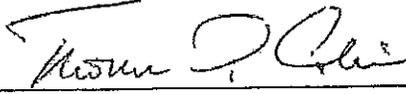
In addition to the limitations set forth in the DDA Act, the DDA may only use tax increment revenues for projects included in the Plan. To the extent a Village office building or fire hall are not included in the current Plan, the Plan would need to be amended.

It is our understanding that legislation is being worked on to limit tax revenue capture by DDAs in the State and to expand opt out rights of taxing jurisdictions in connection with plan amendments and expansions. I would recommend that before the DDA amends the Plan, for any purpose, that it contact the Michigan Municipal League to discuss the proposed legislation.

If have any questions regarding the above, please contact me.

Sincerely,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 
Thomas D. Colis

Donna Dettling

From: Courtney Nicholls <cnicholls@dextermi.gov>
Sent: Friday, February 14, 2014 11:27 AM
To: Colis@MillerCanfield.com
Cc: Donna Dettling; Shawn Keough
Subject: FW: DDA

Hi Tom,

Donna, Shawn and I were talking about your meeting earlier this week and the information on whether the DDA could participate in building a Village Office/Fire Station. Wouldn't Section I of the law allow them to do so?

Thanks,

Courtney Nicholls
Village of Dexter
Assistant Village Manager

125.1657 Powers of board; creation, operation, or funding of retail business incubator.

Sec. 7. (1) The board may:

- (a) Prepare an analysis of economic changes taking place in the downtown district.
- (b) Study and analyze the impact of metropolitan growth upon the downtown district.
- (c) Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the economic growth of the downtown district.
- (d) Plan, propose, and implement an improvement to a public facility within the development area to comply with the barrier free design requirements of the state construction code promulgated under the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.
- (e) Develop long-range plans, in cooperation with the agency which is chiefly responsible for planning in the municipality, designed to halt the deterioration of property values in the downtown district and to promote the economic growth of the downtown district, and take such steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible.
- (f) Implement any plan of development in the downtown district necessary to achieve the purposes of this act, in accordance with the powers of the authority as granted by this act.
- (g) Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.
- (h) Acquire by purchase or otherwise, on terms and conditions and in a manner the authority considers proper or own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or personal, or rights or interests in property, which the authority determines is reasonably necessary to achieve the purposes of this act, and to grant or acquire licenses, easements, and options with respect to that property.
- (i) Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple-family dwellings, and any necessary or desirable appurtenances to that property, within the downtown district for the use, in whole or in part, of any public or private person or corporation, or a combination of them.**
- (j) Fix, charge, and collect fees, rents, and charges for the use of any building or property under its control or any part thereof, or facility therein, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the authority.
- (k) Lease any building or property under its control, or any part of a building or property.
- (l) Accept grants and donations of property, labor, or other things of value from a public or private source.
- (m) Acquire and construct public facilities.
- (n) Create, operate, and fund marketing initiatives that benefit only retail and general marketing of the downtown district.
- (o) Contract for broadband service and wireless technology service in the downtown district.

(p) Operate and perform all duties and exercise all responsibilities described in this section in a qualified township if the qualified township has entered into an agreement with the municipality under section 3(7).

(q) Create, operate, and fund a loan program to fund improvements for existing buildings located in a downtown district to make them marketable for sale or lease. The board may make loans with interest at a market rate or may make loans with interest at a below market rate, as determined by the board.

(r) Create, operate, and fund retail business incubators in the downtown district.

(2) If it is the express determination of the board to create, operate, or fund a retail business incubator in the downtown district, the board shall give preference to tenants who will provide goods or services that are not available or that are underserved in the downtown area. If the board creates, operates, or funds retail business incubators in the downtown district, the board and each tenant who leases space in a retail business incubator shall enter into a written contract that includes, but is not limited to, all of the following:

(a) The lease or rental rate that may be below the fair market rate as determined by the board.

(b) The requirement that a tenant may lease space in the retail business incubator for a period not to exceed 18 months.

(c) The terms of a joint operating plan with 1 or more other businesses located in the downtown district.

(d) A copy of the business plan of the tenant that contains measurable goals and objectives.

(e) The requirement that the tenant participate in basic management classes, business seminars, or other business education programs offered by the authority, the local chamber of commerce, local community colleges, or institutions of higher education, as determined by the board.

History: 1975, Act 197, Imd. Eff. Aug. 13, 1975;—Am. 1985, Act 221, Imd. Eff. Jan. 10, 1986;—Am. 2004, Act 196, Imd. Eff. July 8, 2004;—Am. 2005, Act 115, Imd. Eff. Sept. 22, 2005;—Am. 2008, Act 226, Imd. Eff. July 17, 2008.

Popular name: DDA

Popular name: Downtown Development Authority Act

AGENDA 2-24-14
ITEM T-5

VILLAGE OF DEXTER

ddettling@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

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

MEMO

To: President Keough and Council Members
From: Donna Dettling, Village Manager
Date: February 19, 2014
**Re: Assistant Village Manager &
Village Manager Report - Meeting of February 24, 2014**

1. Meeting Review:

- February 7th – Facility Committee
- February 7th – OHM Update Meeting
- February 12th – MEDC Community Assistance Team Specialist
- February 12th – Tom Colis & Tom Traciak re: Review of Current DDA Bonds
- February 12th – David Klafit re: Victoria Condo Area Plan
- February 12th – City Charter Commission
- February 13th – Chamber Ambassador’s Meeting
- February 18th – Parks & Recreation Commission
- February 18th - ZBA Meeting
- February 19th – City Charter Commission

2. Upcoming Meetings:

- February 20th – Downtown Development Authority
- February 20th – Michigan Municipal League Representative
- February 21st - Facility Committee
- February 21st - Coy Vaughn & Bob Tetens re: B2B River Terrace Trail
- February 25th – Middle Huron & SAG Meeting
- February 26th – City Charter Commission
- March 3rd – Planning Commission Meeting
- March 4th – Arts, Culture & Heritage Committee
- March 5th – City Charter Commission
- March 6th – Health Care Options Review Meeting
- March 7th – Facility Committee
- March 7th – OHM Update Meeting

3. **Baker Road 3rd Building Site.** As follow-up to the concern to protect pedestrians and notify drivers exiting the Dexter Wellness site, a sign will be installed by the end of the month. Mr. Brouwer also made an effort to clean-up the building site for now and will address additional clean up after the snow melts.

4. **LED Light Replacement.** We received word from Sylvania that they will cover the cost of installation of the new LED’s. Sylvania’s contractor will be in the Village on February 24, 2014 to replace the first 60 lights.

5. **3045 Broad Demolition.** The contractor started removing exterior portions of the building on February 18th and should complete this phase by the end of February. The crew will remobilize in May to remove the Dancer's Edge portion of the building.

6. **Four Way Stop request Third Street.** In accordance with the traffic control request procedure, we are informing Council that a request has been made by Vickie Kaiser of 7515 Third Street for a four way stop to be added at Third/Hudson and Third/Inverness. The request was forwarded to OHM for an initial review. The feedback from OHM is attached.

7. **Gas Pumps at WWTP.** Staff is working out issues associated with the use of the gas pumps at the WWTP by the WAVE Buses. Dan Schlaff and Michaelene Pawlak are reviewing safety and reporting requirements to better manage the use of the pumps by this agency.

8. **Parks & Recreation Commission Meeting.** The Parks & Recreation Commission met on February 18, 2014. The main topic of the meeting was planning for the 4th Annual Easter Eggstravaganza at Community Park which will be held on Saturday, April 19, 2014. The Commission postponed discussion of the CIP until their March meeting. Another upcoming topic will be the update of the Parks & Recreation Master Plan. The Plan is set to expire at the end of December 2014. An updated Plan is required by the State of Michigan for a community to be eligible to submit for grants. The Commission will be working on this update over the next several months.

9. **Huron Farms Connection to Border to Border Trail.** Patrick Droze has made contact with MDOT regarding the potential connection of Huron Farms to the Border to Border Trail. Shaun Bates of MDOT has indicated that an at grade or underground crossing would not be permitted. He did say that an overhead crossing would be considered; however it would have to span the length of the current and proposed second rail crossing. Patrick is providing MDOT with a sketch of a possible crossing for their feedback so that he can provide a general cost estimate for making this connection. A copy of the sketch provided to MDOT is provided with this report.

10. **Health Care Meeting.** Our health care agent expects to receive final numbers for the different plan options available to us by the end of this week. We would like to hold a joint meeting of employees and Council to talk over the available options on Thursday, March 6, 2014 at 5:30 pm at the Dexter Senior Center.

memorandum

Date: February 18, 2014

To: Donna Dettling, Village Manager

From: Patrick M. Droze PE & Steven Dearing PE, PTOE

Re: Four Way Stop Control Review – Inverness and Hudson at Third Street

On February 13, 2014, we were provided information regarding a traffic control device request related to the intersections of Third and Inverness and Third and Hudson. The requests suggested the conversion of the existing two-way stop to four-way stop conditions. This memorandum will discuss the engineering analysis, findings and recommendations.

ENGINEERING ANALYSIS GUIDANCE

An engineering analysis for multi-way stop traffic control is completed in accordance with requirements discussed within the *Michigan Manual of Uniform Traffic Control Devices (MMUTCD)*. These requirements are as follows:

The decision to install multi-way stop control should be based on an engineering study. The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
- B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
- C. *Minimum volumes:*
 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
- D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Other criteria that may be considered in an engineering study include:

- A. *The need to control left-turn conflicts;*
- B. *The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;*
- C. *Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and*

- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.*

DISCUSSION OF FINDINGS

Item A: Replacement of Traffic Signals

No signals are present at this time and the locations do not meet warrants for the installation of signals. This item does not apply for the all-way stop warrant analysis.

Item B: Crash Data

Traffic crash data for the past five years shows that only two crashes have occurred at either intersection. Both incidents occurred on eastbound Third Street at Hudson. The noted cause of each intersection was the eastbound motorist failing to obey the existing stop sign. While the nature of the accidents is relevant, the number (2) of accidents fails to meet the warrant criteria.

Item C/D: Minimum Values

Based on knowledge of relative street traffic volumes in these areas, it is not believed that any of the conditions under Item C will be met as total daily traffic volumes are likely somewhere in the 1000 to 2000 vehicles per day range. By way of contrast, the volume criteria of C.1 requires volumes of 2,400 or more in just eight hours for the major road, and 1,600 or more for the same eight hours for the minor road. Based on this and reasonable assumptions of peak hour volumes, no additional controls are warranted at this time.

Other Criteria

The low traffic volumes and lack of crash data referenced above suggest that the existing traffic control at this particular intersection is adequate. However, the MMUTCD does afford additional considerations for stop control in special circumstances. Detailed discussion is as follows:

Other Criteria - Item C – Obstruction of Drive Vision by Roadside Objects

It appears that existing vegetation in the northwest quadrant of Hudson and Third may affect the ability for eastbound motorists on Third Street to see down Hudson depending on where the vehicle stops. Trimming this vegetation in the right of way will improve driver vision at the intersection. No additional controls would be necessary on Hudson Street.

Other Criteria - Item D – Traffic Operations of Residential Intersections

Of all the streets under study only Hudson Street functions as a neighborhood collector road. As a result, this criteria is not relevant to the warrant analysis discussion.

RECOMMENDATION

Based on our review of warrants for a four-way stop, we recommend that the Village maintain the existing two way stop for Third Street at both Hudson and Inverness. The Village may wish to remove low level vegetation on the northeast quadrants of Hudson and Third as well as Inverness and Third to assist motorist visibility. Although there were no crashes at the Inverness intersection, trimming vegetation within sight triangles is necessary to ensure proper function of the existing STOP signs.

Traffic count information will help confirm assumptions made within this memorandum. If this information is desired, OHM will coordinate traffic counts and revisit the findings of this memorandum.

Traffic Control Device Request Guideline

The Village of Dexter is committed to providing a safe and convenient network of streets for its residents and visitors. This includes providing adequate information for the regulation, warning and guidance of traffic by way of traffic control devices.

All traffic controls on our streets are subject to the requirements of the *Michigan Manual of Uniform Traffic Control Devices (MMUTCD)* [Michigan Vehicle Code, MCL 257.608]. Further, determinations on what constitutes appropriate controls is governed in Dexter by standard and accepted engineering practices as found in the Traffic Engineering Handbook, 5th Edition [Village of Dexter Code of Ordinances, Chapter 54, Article III – R 28.1126 Rule 126]

In an effort to achieve enhanced transparency for traffic controls requested in the Village of Dexter, residents/business owners who would like to submit a request for a traffic control device (stop sign, parking regulation, other regulatory or warning sign, etc.) should do so to the Village Manager in writing.

Council will be informed of the request via the Village Manager report.

The request will be submitted to the Village Traffic Engineer for preliminary review to determine whether the traffic control device meets the standard or warrant for installation. A preliminary review/report would include a site visit and simple measurements (sight distances, obstruction, and road geometry) and cost up to \$600.

If the preliminary review finds that a more comprehensive review is necessary, which could include data collection, meetings, modeling and possible topographic information; a cost estimate from the Traffic Engineer will be obtained and brought back to Council for consideration.

If the preliminary review finds that the Traffic Control Device meets the appropriate requirements, Council will be informed via the Village Manager report, and the device will be installed by the Department of Public Works.

If the requirements are not met, Council will be informed via the Village Manager report, and the device will not be installed.

The Village of Dexter will not accept the liability of installing a traffic control device that does not meet warrants or the standard and accepted engineering practices.

If the device is not installed, staff and the Traffic Engineer will work with the resident to determine whether another method, such as traffic calming or increased enforcement, is suitable to rectify the situation. A report of the alternatives considered will be provided to Council for their consideration.

Village President Report by Shawn Keough
February 24, 2014

AGENDA 2-24-14
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

Dexter Wellness Center Sale Update –The DDA will be discussing the letter received from the Chelsea Area Wellness Foundation indicating that there are no conditions attached to their \$85,000 grant for the Village's ADA ramp in Mill Creek Park. I would anticipate that the DDA will accept the check and will update Council at our meeting on February 24th. We have learned that the Scio Township Assessor is recommending that 4.5% of the building be considered taxable due to the Michigan Rehabilitation business that currently operates for profit in the Wellness Center. The DDA will likely discuss any information available that was the basis for that percentage determination.

February 7, 2014 – Facility Committee Meeting – please see the notes included under Reports for the Facility Committee.

February 12, 2014 - Bond Restructuring/Principal Repayment options – As a follow-up to our recent review of the Village and DDA Audit for the last fiscal year, Finance Director Marie Sherry and I had a conversation that resulted in a meeting with our Bond Counsel (Tom Colis) and Financial Advisor (Tom Traciak). I was interested in options to either restructure our higher interest debt or pay down principal to save in future interest costs. We met on the 12th to investigate our current bond structure and any possible principal repayment options/refinancing. There was strong encouragement by both Tom Colis and Tom Traciak that the DDA should use some of its cash reserves to pay down principal. The cash is earning less than a half percent in the bank versus the 7.875% interest rates we have on one of our bonds. The DDA will be discussing principal repayment options at the February 20th meeting.

February 12, 2014 – Met with Victoria Condominium owners along with Village Manager Donna Dettling, Community Development Manager Michelle Aniol and Trustee Jim Carson.

Dexter Area Fire Department – I sent the attached letter to the DAFD Board requesting a summary of the contract changes and that our Village Manager be copied on all agendas, minutes, and meeting packets that are sent to our two representatives. I also asked for some consideration of sharing a draft budget in advance of when it gets approved.

Future Activities

February 20, 2014 – Village Downtown Development Authority meeting

February 21, 2014 – Village Facility Committee Meeting (8:30 am)

February 21, 2014 – Meeting with Washtenaw County Parks regarding border to border trail project

February 24, 2014 – Village Council meeting plus workshop to discuss Central Street at 6 pm.

March 8, 2014 – Village Council Goal Setting Session

Additional Goals/Activities for February/March 2014 (completed in italics)

1. Schedule a Website Committee meeting
2. Interview potential Parks Commissioner Candidates
3. Complete letter to Detroit Edison

Hopefully Spring will be here soon. I look forward to seeing you around our town!

Shawn Keough, Village President

skeough@DexterMI.gov

(313) 363-1434 (cell)



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
Public Services Superintendent

Michelle Aniol
Community Development Manager

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February 19, 2014

Dear DAFD Board Chairman Seta,

On behalf of the Dexter Village Council, I am sending this request letter to you and ask that you share it with the other current DAFD Board members. In an effort to increase our understanding of the DAFD Board goals and objectives and to stay more informed of DAFD meeting discussions and decisions, we would like to request the following:

1. Please include Village Manager Donna Dettling on the mailing list/e-mail distribution list so that she will receive any documents (i.e. packets, minutes, emails, budget updates, run summaries, etc..) that are provided to the Village's DAFD Board representatives.
2. Please provide Village Council with a summary of the recent changes to the Firefighter Contract. While we are aware that the union negotiations have been concluded, and have discussed some of the changes generally, it is important that we understand all the changes and their long term impacts. I am concerned about the significant salary increases that were agreed to in the recent negotiations. I also have concerns about the significant amount of Paid Time off (PTO) that is in the agreement.
3. Please discuss with the DAFD Board a timeline/structure for putting the annual DAFD Budget together in such a manner that all 3 Boards are able to review a copy of the draft budget before it is adopted by the DAFD Board. In the past, we used to be presented with a copy of a draft budget (pending the final month run tally) for our review. It allowed us to ask questions and understand the direction the Board was going. This past practice has not occurred in recent years and we would like to see this step reintroduced into DAFD's planning process.
4. I am concerned about the overall increase in the cost of providing this service. Based on a recent review of the expense side of the past several DAFD Budgets, the cost of running DAFD has increased by nearly \$400,000 from \$964,050 in 2009 to \$1,369,759 in 2014. This has resulted in the Village's general fund having to cover the increase from a payment of \$303,758 to \$479,562 for fire service over the same period. I am concerned that this is not a sustainable model for the Village if these increases continue at that pace. It would be helpful if the DAFD Board could articulate its goals and objectives as they relate to establishing a budget for fire service and maintaining a consistent cost structure.



VILLAGE OF DEXTER

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5. In reviewing the Final DAFD Budget that was adopted, it is not clear which line item of the budget covers the potential costs associated with PTO cash out options. Please clarify where in the budget this potential cost is covered.

I appreciate your leadership and role on the DAFD Board as one of the Village's two representatives. I feel that the above information and small changes will help our Village Council stay more aware of the DAFD Board actions. Thank you in advance for helping get these requested changes in place.

Sincerely,

Shawn W. Keough, President
Village of Dexter

Cc: Ray Tell, Village Council and Village Representative to DAFD Board
Donna Dettling, Village Manager

User: erin

EXP CHECK RUN DATES 02/06/2014 - 02/19/2014

DB: Dexter

JOURNALIZED OPEN AND PAID

BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. A.Z.SHMINA	134,455.45		
2. ALEXANDER CHEMICAL CORPORATION	1,610.69		
3. ARBOR SPRINGS WATER CO.INC	11.50		
4. BRIDGEWATER TIRE COMPANY, INC.	1,075.00		
5. CHAMPION WATER TREATMENT	9.50		
6. CIESA DESIGN	198.00		
7. CINTAS CORPORATION	977.63		
8. COMCAST - DPW	148.90		
9. CORRIGAN OIL COMPANY	2,227.15		
10. CRIBLEY WELL DRILLING CO INC	1,900.00		
11. CULLIGAN WATER CONDITIONING	46.89		
12. DEPT. OF ENVIRN. QUALITY	2,000.00		
13. DETROIT SALT COMPANY	7,082.60		
14. DEXTER PHARMACY	4.17		
15. DEXTER RENT-ALL	44.00		
16. DOUG SCHLAFF	51.66		
17. DTE ENERGY	2,746.80		
18. EARTHLINK INC.	84.00		
19. ERIN M. AIKEN	280.00		
20. ETNA SUPPLY CO	2,837.78		
21. GRAINGER	45.80		
22. GRANT'S AUTOMOTIVE & TRUCKING	198.95		
23. GRIFFIN PEST CONTROL INC	162.93		
24. HAMMER TRUCKING, INC.	171.70		
25. KEMIRA WATER SOLUTIONS INC	4,015.01		
26. KENNEDY INDUSTRIES, INC.	2,935.00		
27. KNIGHT'S GRADING & EXCAVATING	4,290.00		
28. LIBERTY TITLE AGENCY	95.97		
29. LOWE'S BUSINESS ACCOUNT	328.15		
30. METRO ENVIROMENTAL SERVICES	2,212.50		
31. MICHIGAN DEPT OF ENVIRONMENTAL	95.00		
32. NIETHAMMER ROCK STOP	127.31		
33. ORCHARD, HILTZ & MCCLIMENT INC	9,285.00		
34. RICOH AMERICAS CORPORATION	572.02		
35. SCOTT E. MUNZEL, PC	123.75		
36. SHULTS EQUIPMENT, INC.	2,151.36		
37. SMALL BUSINESS ASSOC OF MICH	17,212.63		
38. SPX FLOW TECHNOLOGY	17,776.00		
39. STAPLES BUSINESS ADVANTAGE	664.32		
40. STATE OF MICHIGAN	400.00		
41. THE BANK OF NEW YORK MELLON NA	81,266.71		
42. THE SUN TIMES	56.71		
43. UNUM LIFE INSURANCE	809.44		
44. UTILITIES INSTRUMENTATION SERV	2,708.27		
TOTAL ALL CLAIMS	305,496.25		

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 000.000 ASSETS, LIABILITIES & REVENUE							
101-000.000-628.000	SOLID WASTE COLLECTION F	LIBERTY TITLE AGENCY	305 CAMBRIDGE OYER PAYMENT	02-18-14	02/24/14	35.00	
			Total For Dept 000.000 ASSETS, LIABILITIES & REV			35.00	
Dept 101.000 VILLAGE COUNCIL							
101-101.000-959.000	ARTS, CULTURE & HERITAGE	STAPLES BUSINESS ADVA	SUPPLIES	02-18-14	02/24/14	15.79	
			Total For Dept 101.000 VILLAGE COUNCIL			15.79	
Dept 172.000 VILLAGE MANAGER							
101-172.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	2,934.04	
101-172.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	FEB 2014	02-18-14	02/24/14	109.30	
101-172.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	MARCH 20014	02-19/14	02/24/14	109.30	
101-172.000-727.000	OFFICE SUPPLIES	STAPLES BUSINESS ADVA	SUPPLIES	02-18-14	02/24/14	90.99	
101-172.000-955.000	MISCELLANEOUS	ERIN M. AIKEN	PATIENT: ERIN	02/19/14	02/24/14	280.00	
			Total For Dept 172.000 VILLAGE MANAGER			3,523.63	
Dept 210.000 ATTORNEY							
101-210.000-810.000	ATTORNEY FEES	SCOTT E. MUNZEL, PC	LEGAL SERVICES	1235	02/24/14	123.75	
			Total For Dept 210.000 ATTORNEY			123.75	
Dept 215.000 VILLAGE CLERK							
101-215.000-901.000	PRINTING & PUBLISHING	THE SUN TIMES	PUBLIC HEARING NOTICES	40513	02/24/14	26.33	
			Total For Dept 215.000 VILLAGE CLERK			26.33	
Dept 253.000 TREASURER							
101-253.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	1,224.54	
101-253.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	FEB 2014	02-18-14	02/24/14	32.50	
101-253.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	MARCH 20014	02/19/14	02/24/14	32.50	
101-253.000-727.000	OFFICE SUPPLIES	STAPLES BUSINESS ADVA	SUPPLIES	02-18-14	02/24/14	149.77	
			Total For Dept 253.000 TREASURER			1,439.31	
Dept 265.000 BUILDINGS & GROUNDS							
101-265.000-727.000	OFFICE SUPPLIES	ARBOR SPRINGS WATER C	OFFICE	1466181	02/24/14	11.50	
101-265.000-727.000	CONTRACTED SERVICES	STAPLES BUSINESS ADVA	SUPPLIES	02-18-14	02/24/14	142.83	
101-265.000-803.000	UTILITIES	CIESA DESIGN	WEBSITE HOSTING	11322	02/24/14	198.00	
101-265.000-803.000	CONTRACTED SERVICES	EARTHLINK INC.	FEB-MARCH	471557372	02/24/14	84.00	
101-265.000-920.000	UTILITIES	DPE ENERGY	JAN USAGE	02/19/14	02/24/14	63.05	
101-265.000-935.000	UTILITIES	CINTAS CORPORATION	JAN SERVICE	02-18-14	02/24/14	158.91	
101-265.000-936.000	UTILITIES	RICOH AMERICAS CORPOR	COPIER	91800795	02/24/14	572.02	
			Total For Dept 265.000 BUILDINGS & GROUNDS			1,230.31	
Dept 400.000 PLANNING DEPARTMENT							
101-400.000-727.000	OFFICE SUPPLIES	STAPLES BUSINESS ADVA	SUPPLIES	02-18-14	02/24/14	264.94	
			Total For Dept 400.000 PLANNING DEPARTMENT			264.94	
Dept 410.000 ZONING BOARD OF APPEALS							
101-410.000-901.000	PRINTING & PUBLISHING	THE SUN TIMES	PUBLIC HEARING NOTICES	40513	02/24/14	30.38	
			Total For Dept 410.000 ZONING BOARD OF APPEALS			30.38	
Dept 441.000 DEPARTMENT OF PUBLIC WORKS							
101-441.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	1,670.27	
101-441.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	FEB 2014	02-18-14	02/24/14	32.85	
101-441.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	MARCH 20014	02/19/14	02/24/14	32.85	
101-441.000-745.000	CONTRACTED SERVICES	CINTAS CORPORATION	JAN SERVICE	02-18-14	02/24/14	435.45	
101-441.000-751.000	CONTRACTED SERVICES	CORRIGAN OIL COMPANY	WWTP	5865100	02/24/14	1,953.22	

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER
 EXP CHECK RUN DATES 02/06/2014 - 02/19/2014
 JOURNALIZED OPEN AND PAID
 BANK CODE: POOL

User: erin
 DB: Dexter
 96

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 441.000 DEPARTMENT OF PUBLIC WORKS							
101-441.000-920.000		COMCAST - DPW	DPW	02-18-14	02/24/14	148.90	
		Total For Dept 441.000 DEPARTMENT OF PUBLIC WORKS				4,273.54	
Dept 442.000 DOWNTOWN PUBLIC WORKS							
101-442.000-920.000	UTILITIES	DTE ENERGY	JAN USAGE	02/19/14	02/24/14	613.75	
		Total For Dept 442.000 DOWNTOWN PUBLIC WORKS				613.75	
Dept 447.000 ENGINEERING							
101-447.000-830.000	ENGINEERING CONSULTING	ORCHARD, HILTZ & MCCL	INOICES THRU 1/11/14	02/19/14	02/24/14	806.00	
		Total For Dept 447.000 ENGINEERING				806.00	
Dept 751.000 PARKS & RECREATION							
101-751.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	269.40	
101-751.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	FEB 2014	02-18-14	02/24/14	5.30	
101-751.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	MARCH 20014	02-19/14	02/24/14	5.30	
		Total For Dept 751.000 PARKS & RECREATION				280.00	
Dept 851.000 INSURANCE & BONDS							
101-851.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	616.42	
		Total For Dept 851.000 INSURANCE & BONDS				616.42	
Fund 202 MAJOR STREETS FUND							
Dept 445.000 STORMWATER							
202-445.000-957.004	STATE LICENSE/PERMIT FEE	DEPT. OF ENVIRN. QUAL	STORM WATER FEES	02-18-14	02/24/14	1,000.00	
		Total For Dept 445.000 STORMWATER				1,000.00	
Dept 451.000 CONTRACTED ROAD CONSTRUCTION							
202-451.000-974.009	CENTRAL STREET PROJECT	METRO ENVIRONMENTAL SE	CENTRAL ST PROJECT	49652	02/06/14	2,212.50	40604
202-451.000-974.009	CENTRAL STREET PROJECT	ORCHARD, HILTZ & MCCL	INOICES THRU 1/11/14	02/19/14	02/24/14	2,267.50	
		Total For Dept 451.000 CONTRACTED ROAD CONSTRUCT				4,480.00	
Dept 463.000 ROUTINE MAINTENANCE							
202-463.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	1,400.87	
202-463.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	FEB 2014	02-18-14	02/24/14	27.55	
202-463.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	MARCH 20014	02-19/14	02/24/14	27.55	
202-463.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	INOICES THRU 1/11/14	02/19/14	02/24/14	850.00	
		Total For Dept 463.000 ROUTINE MAINTENANCE				2,305.97	
Dept 474.000 TRAFFIC SERVICES							
202-474.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	431.04	
202-474.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	FEB 2014	02-18-14	02/24/14	8.48	
202-474.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	MARCH 20014	02/19/14	02/24/14	8.48	
		Total For Dept 474.000 TRAFFIC SERVICES				448.00	
Dept 478.000 WINTER MAINTENANCE							
202-478.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	862.08	
202-478.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	FEB 2014	02-18-14	02/24/14	16.96	
202-478.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	MARCH 20014	02/19/14	02/24/14	16.96	
202-478.000-740.000	OPERATING SUPPLIES	DETROIT SALT COMPANY	SALT	40011	02/24/14	3,517.93	
202-478.000-740.000	OPERATING SUPPLIES	HAMMER TRUCKING, INC.	SAND	18537	02/24/14	171.70	
		Total For Dept 478.000 WINTER MAINTENANCE				4,585.63	

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER
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 DB: Dexter

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund 202 MAJOR STREETS FUND						
Fund 203 LOCAL STREETS FUND			Total For Fund 202 MAJOR STREETS FUND			12,819.60
Dept 445.000 STORMWATER						
203-445.000-957.004	STATE LICENSE/PERMIT FEE	DEPT. OF ENVIRN. QUAL	STORM WATER FEES	02-18-14	02/24/14	1,000.00
			Total For Dept 445.000 STORMWATER			1,000.00
Dept 463.000 ROUTINE MAINTENANCE						
203-463.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	431.03
203-463.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	FEB 2014	02-18-14	02/24/14	8.48
203-463.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	MARCH 20014	02/19/14	02/24/14	8.48
			Total For Dept 463.000 ROUTINE MAINTENANCE			447.99
Dept 474.000 TRAFFIC SERVICES						
203-474.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	107.76
203-474.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	FEB 2014	02-18-14	02/24/14	2.12
203-474.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	MARCH 20014	02/19/14	02/24/14	2.12
			Total For Dept 474.000 TRAFFIC SERVICES			112.00
Dept 478.000 WINTER MAINTENANCE						
203-478.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	215.52
203-478.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	FEB 2014	02-18-14	02/24/14	4.24
203-478.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	MARCH 20014	02/19/14	02/24/14	4.24
203-478.000-740.000	OPERATING SUPPLIES	DETROIT SALT COMPANY	39856		02/24/14	3,564.67
203-478.000-740.000	OPERATING SUPPLIES	NIETHAMMER ROCK STOP	SAND	TK18491	02/24/14	127.31
			Total For Dept 478.000 WINTER MAINTENANCE			3,915.98
Fund 204 MUNICIPAL STREETS			Total For Fund 203 LOCAL STREETS FUND			5,475.97
Dept 248.000 ADMINISTRATION						
204-248.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	660.89
			Total For Dept 248.000 ADMINISTRATION			660.89
Fund 402 EQUIPMENT REPLACEMENT FUND			Total For Fund 204 MUNICIPAL STREETS			660.89
Dept 441.000 DEPARTMENT OF PUBLIC WORKS						
402-441.000-939.000	VEHICLE MAINTENANCE & RE	BRIDGEWATER TIRE COMP	DPW	65217	02/24/14	1,075.00
402-441.000-939.000	VEHICLE MAINTENANCE & RE	LOWE'S BUSINESS ACCOU	SUPPLIES	670.32	02/24/14	13.27
402-441.000-939.000	VEHICLE MAINTENANCE & RE	SHULTS EQUIPMENT, INC	DPW	0031427	02/24/14	2,151.36
			Total For Dept 441.000 DEPARTMENT OF PUBLIC WORK			3,239.63
Fund 403 SRF PROJECT FUND			Total For Fund 402 EQUIPMENT REPLACEMENT FUND			3,239.63
Dept 907.000 SLUDGE PROJECT						
403-907.000-970.000	CAPITAL IMPROVEMENTS	A.Z.SHMINA	PAYMENT # 16	02-18-14	02/24/14	129,397.00
			Total For Dept 907.000 SLUDGE PROJECT			129,397.00
Fund 590 SEWER ENTERPRISE FUND			Total For Fund 403 SRF PROJECT FUND			129,397.00
Dept 000.000 ASSETS, LIABILITIES & REVENUE						
590-000.000-633.002	UTILITY BILLS - SEWER	LIBERTY TITLE AGENCY	305 CAMBRIDGE OVER PAYMENT	02-18-14	02/24/14	37.10

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

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice Number	Due Date	Amount	Check
Fund 590 SEWER ENTERPRISE FUND							
Dept 000.000 ASSETS, LIABILITIES & REVENUE							
Dept 548.000	SEWER UTILITIES DEPARTMENT			Total For Dept 000.000 ASSETS, LIABILITIES & REV		37.10	
590-548.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	3,321.22	
590-548.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	845.53	
590-548.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	FEB 2014	02-18-14	02/24/14	94.17	
590-548.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	MARCH 20014	02-19/14	02/24/14	94.17	
590-548.000-740.000	OPERATING SUPPLIES	CHAMPION WATER TREATM	WWTP	60947	02/24/14	9.50	
590-548.000-740.000	OPERATING SUPPLIES	CULLIGAN WATER CONDIT	WWTP	02-18-14	02/24/14	46.89	
590-548.000-740.000	OPERATING SUPPLIES	DEXTER RENT-ALL	WWTP	4751	02/24/14	44.00	
590-548.000-740.000	OPERATING SUPPLIES	LOWE'S BUSINESS ACCOU	SUPPLIES	670.32	02/24/14	23.68	
590-548.000-740.000	OPERATING SUPPLIES	LOWE'S BUSINESS ACCOU	SUPPLIES	670.32	02/24/14	12.89	
590-548.000-742.000	CHEMICAL SUPPLIES - PLAN	ALEXANDER CHEMICAL CO	WWTP	10013791	02/24/14	965.40	
590-548.000-742.000	CHEMICAL SUPPLIES - PLAN	KEMIRA WATER SOLUTION	WWTP	9017374478	02/24/14	4,015.01	
590-548.000-743.000	CHEMICAL SUPPLIES - LAB	GRIFFIN PEST CONTROL	WWTP	8653944	02/24/14	162.93	
590-548.000-745.000	UNIFORM ALLOWANCE	CINTAS CORPORATION	JAN SERVICE	02-18-14	02/24/14	208.87	
590-548.000-745.000	UNIFORM ALLOWANCE	DOUG SCHLAFF	BOOTS	02-18-14	02/24/14	51.66	
590-548.000-751.000	PROFESSIONAL SERVICES	CORRIGAN OIL COMPANY	WWTP	5865100	02/24/14	273.93	
590-548.000-802.000	UTILITIES	ORCHARD, HILTZ & MCCL	INOICES THRU 1/11/14	02/19/14	02/24/14	212.00	
590-548.000-920.000	UTILITIES	DTE ENERGY	JAN USAGE	02/19/14	02/24/14	100.00	
590-548.000-938.001	SCADA MAINTENANCE	UTILITIES INSTRUMENTA	WWTP	530342580	02/24/14	2,708.27	
590-548.000-939.000	VEHICLE MAINTENANCE & RE	GRANT'S AUTOMOTIVE &	WWTP	2383	02/24/14	198.95	
590-548.000-955.000	MISCELLANEOUS	STATE OF MICHIGAN	APPEAL DOCKET #13-13165 CONFINED S	02-13-14	02/13/14	400.00	40605
590-548.000-957.004	EQUIPMENT	MICHIGAN DEPT OF ENVI	LICENSE RENEWAL	02-18-14	02/24/14	95.00	
590-548.000-977.000	EQUIPMENT	KENNEDY INDUSTRIES, I	WWTP	551806	02/24/14	2,935.00	
590-548.000-977.000	EQUIPMENT	SPX FLOW TECHNOLOGY	02-18-14	91213179	02/24/14	17,776.00	
Total For Dept 548.000 SEWER UTILITIES DEPARTMENT							
Dept 850.000	LONG-TERM DEBT			Total For Dept 850.000 LONG-TERM DEBT		57,418.44	
590-850.000-996.005	BOND INTER	THE BANK OF NEW YORK	REFERENCE #0674-MFA	02-18-14	02/24/14	18,441.13	
590-850.000-996.006	BOND INTER	THE BANK OF NEW YORK	REFERENCE #0674-MFA	02-18-14	02/24/14	38,977.31	
Dept 901.000 CAPITAL IMPROVEMENTS							
590-901.000-970.005	CAPITAL IMPROVEMENTS - S	A. Z. SHMINA	PAYMENT # 16	02-18-14	02/24/14	5,058.45	
Fund 591 WATER ENTERPRISE FUND							
Dept 000.000 ASSETS, LIABILITIES & REVENUE							
591-000.000-633.003	UTILITY BILLS - WATER.	LIBERTY TITLE AGENCY	305 CAMBRIDGE OVER PAYMENT	02-18-14	02/24/14	23.87	
Total For Dept 000.000 ASSETS, LIABILITIES & REV							
Dept 556.000	WATER UTILITIES DEPARTMENT			Total For Dept 556.000 WATER UTILITIES DEPARTMENT		23.87	
591-556.000-721.000	HEALTH & DENTAL INSURANC	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	1,790.24	
591-556.000-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC	MARCH COVERAGE	02-18-14	02/24/14	431.78	
591-556.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	FEB 2014	02-18-14	02/24/14	62.77	
591-556.000-722.000	LIFE & DISABILITY INSURA	UNUM LIFE INSURANCE	MARCH 20014	02-19/14	02/24/14	62.77	
591-556.000-740.000	OPERATING SUPPLIES	DEXTER PHARMACY	WWTP	02-18-14	02/24/14	4.17	
591-556.000-740.000	OPERATING SUPPLIES	LOWE'S BUSINESS ACCOU	SUPPLIES	670.32	02/24/14	25.89	
591-556.000-741.000	ROAD REPAIR SUPPLIES	CRIBLEY WELL DRILLING	FROZEN WATERLINES	60902	02/24/14	1,900.00	
591-556.000-741.000	ROAD REPAIR SUPPLIES	KNIGHT'S GRADING & EX	3276 ALPINE	02-18-14	02/24/14	600.00	

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Fund 591 WATER ENTERPRISE FUND							
Dept 556.000	WATER UTILITIES DEPARTMENT						
591-556.000-741.000	ROAD REPAIR SUPPLIES	KNIGHT'S GRADING & EX 3094 KENSINGTON		02-18-14	02/24/14	3,690.00	
591-556.000-743.000	CHEMICAL SUPPLIES - LAB	ALEXANDER CHEMICAL CO WWTP		10013767	02/24/14	645.29	
591-556.000-745.000		CINTAS CORPORATION		02-18-14	02/24/14	174.40	
591-556.000-802.000	PROFESSIONAL SERVICES	ORCHARD, HILTZ & MCCL	INOICES THRU 1/11/14	02/19/14	02/24/14	451.50	
591-556.000-920.000	UTILITIES	DTE ENERGY	JAN USAGE	02/19/14	02/24/14	1,970.00	
591-556.000-937.000	EQUIPMENT MAINTENANCE &	GRAINGER	WWTP	9347940851	02/24/14	45.80	
591-556.000-937.000	EQUIPMENT MAINTENANCE &	LOWE'S BUSINESS ACCOU	SUPPLIES	670.32	02/24/14	252.42	
591-556.000-977.000	EQUIPMENT	ETNA SUPPLY CO	WWTP	S100980310.001	02/24/14	2,837.78	
Total For Dept 556.000 WATER UTILITIES DEPARTMENT						14,944.81	
Dept 850.000 LONG-TERM DEBT							
591-850.000-996.008	DWRF #1 (2010) BOND INTE	THE BANK OF NEW YORK	REFERENCE #0674-MFA	02-18-14	02/24/14	13,427.83	
591-850.000-996.009	DWRF #2 2011) BOND INTER	THE BANK OF NEW YORK	REFERENCE #0674-MFA	02-18-14	02/24/14	10,420.44	
Total For Dept 850.000 LONG-TERM DEBT						23,848.27	
Fund 701 TRUST & AGENCY FUND							
Dept 000.000 ASSETS, LIABILITIES & REVENUE							
701-000.000-254.000-D	SER - DEXTECH EXPANSION	ORCHARD, HILTZ & MCCL	INOICES THRU 1/11/14	02/19/14	02/24/14	4,208.00	
701-000.000-254.000-V	SER - VICTORIA CONDOS	ORCHARD, HILTZ & MCCL	INOICES THRU 1/11/14	02/19/14	02/24/14	490.00	
Total For Dept 000.000 ASSETS, LIABILITIES & REV						4,698.00	
Total For Fund 701 TRUST & AGENCY FUND							4,698.00

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Fund Totals:						
	Fund 101 GENERAL FUND					13,279.15
	Fund 202 MAJOR STREETS FUND					12,819.60
	Fund 203 LOCAL STREETS FUND					5,475.97
	Fund 204 MUNICIPAL STREETS					660.89
	Fund 402 EQUIPMENT REPLACEMENT FUND					3,239.63
	Fund 403 SRP PROJECT FUND					129,397.00
	Fund 590 SEWER ENTERPRISE FUND					97,109.06
	Fund 591 WATER ENTERPRISE FUND					38,816.95
	Fund 701 TRUST & AGENCY FUND					4,698.00
Total For All Funds:						<u>305,496.25</u>

AGENDA 2-24-14
ITEM 6-1

VILLAGE OF DEXTER

ddettling@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: February 24, 2014
Re: Discussion of Safe Routes to School Project Update

Included for Council discussion are several items providing updates and follow-up on the Safe Routes to School Project:

1. Legend from the original project summary.
2. Summary from a kick off meeting held with DCS and Granger.
3. Grant Summary and Preliminary design concept plans.
4. Proposed Widening on Baker Road Concept. Note: Staff authorized review of this concept and cost estimate in order to evaluate and offer direction on final design elements. If this concept goes through to final design, any incremental design cost to develop this design is included in the engineering design proposal.
5. Rectangular Rapid Flashing Beacons Analysis.

Also on the agenda is a consideration item for Engineering Design Services for this project. Please let me know if you have any questions.



Village of Dexter Safe Routes to School

Legend

-  Rapid Flashing Beacon
-  Sidewalk



Source: Data provided by XXXXX County and the City of XXXXX. Orchard, Hillz McMillan does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet Intl
Published: 07/11/2013

memorandum

Date: February 10, 2014

To: Donna Dettling, Village Manager
cc: File
From: Patrick Droze

Re: Safe Routes to School – Dexter Community Schools Kickoff Meeting

This memorandum has been prepared to serve as a summary of a meeting held at the village offices on February 7, 2014 regarding the safe routes to school program.

MEETING ATTENDEES

Name(s)	Organization	E-Mail Address
Donna Dettling	Village of Dexter	ddettling@dextermi.gov
Michelle Aniol	" "	maiol@dextermi.gov
Dan Schlaff	" "	dschlaff@dextermi.gov
Sean Burton	Dexter Community Schools	burtons@dexterschools.org
Jerry Brand	Granger Construction	jbrand@grangerconstrucion.com
Greg Brand	" "	gbrand@grangerconstruction.com
Patrick Droze	OHM Advisors	pat.droze@ohm-advisors.com

MEETING SUMMARY

(Action items in red text)

- Dexter Community Schools and Granger indicated that they had reviewed the proposed projects and found little issue with what was presented. Jerry Brand presented some suggestions for consideration:

- Project 1 – Baker Road Pedestrian Refuge Island

Jerry Brand indicated that DCS agreed with the proposed concept. He explained that a long term plan will call for the closure of driveways immediately south of the proposed refuge island. Understanding this potential project, it was suggested that the proposed refuge island is widened beyond what was proposed in the grant documents. The widening of the island would result in the roadway footprint also being widened on the east and west side. The refuge island should also be revised to accommodate "groups" of 4-8 students.

Patrick Droze explained that the grant would likely not cover the cost of the roadway bump outs.

OHM will prepare a construction estimate for what the work would cost. It was understood that DCS would pay for the cost of the widening beyond what was proposed in the grant.

- Project 2 – Baker Road Sidewalk (Bates to Dan Hoey Road)

Jerry Brand indicated that the DCS agreed with the proposed concept. Donna Dettling indicated that Father Brenden Walsh with St. Joseph's parish stated that they would provide an easement, but would not perform winter maintenance.

Dan Schlaff asked whether DCS would perform maintenance on the sidewalk currently proposed across the St. Joseph's cemetery.

Jerry Brand indicated that he would ask this question of DCS and would report back.

- Project 2 – Sidewalk from Walkabout Creek pathway to Bates Elementary

Jerry Brand indicated that the DCS agreed with the proposed concept but was concerned about ADA grades. It was stated that the design should work to minimize steep grades where possible.

Jerry Brand indicated that DCS would own and maintain the sidewalk and would expect to have the rights to not perform winter maintenance if conditions were felt unsafe. In addition, DCS would like to be assured that the sidewalk could be re-routed in the event a building or other use was desired within the footprint of the proposed walk.

Patrick Droze agreed to provide a copy of the easement to Jerry Brand / DCS for their review/comment.

- Project 3 – Crossing of Dan Hoey at DAPCO

Jerry Brand indicated that DCS had no issue with this project.

- Project 4 – Kensington Street Crosswalk and RRFB

Jerry Brand and Sean Burton conveyed disappointment from DCS regarding the denial of the Kensington Street RRFB crossing work in its entirety by MDOT.

Patrick Droze indicated that MDOT review staff removed this and other RRFB requests specifically on the grounds of traffic data.

Jerry Brand pointed out that while the over Average Daily Traffic may not support the need for an RRFB, he felt that the peak hour volume likely does.

Patrick Droze indicated that OHM will review this more closely and see if an RRFB can be added onto the Ann Arbor Street project. If it is warranted, the cost may be partially eligible for federal funding.

Jerry Brand indicated that DCS would fund the improvement if it was found to be warranted.



Grant Summary

Date: 11/08/2013

Page: 1 of 2

Grant Type: Transportation Alternative

Grant Number: 2013123

Section	Applicant	Description (rpt)	Current Grant Amount	Total Match	Grant Percentage	Status	Grant Year
01	Village of Dexter	SRTS Creekside Intermediate School and Wylie Elementary	\$216,000.00		100.00%	Approved	2014
Total:			\$216,000.00				

Section Grant Section Description

01 Creekside Intermediate School and Wylie Elementary School, in partnership with the Village of Dexter and the Chelsea Area Wellness Foundation, improve three areas around the schools:

#1: will install sidewalk on the east side of Baker Road from the Baker crossing located at the School Access Road south to Dan Hoey Road along St. Joseph Cemetery. A 14' pedestrian refuge island will be constructed at the Baker Street crossing just north of School Access Road and will reduce traffic lanes to 11'.

#2: In addition a sidewalk will be constructed linking an existing walkway on the northeast edge of St. Joseph Cemetery to the Dexter school property.

#3: A sidewalk will be constructed on the south side of Dan Hoey Road from west of Lexington Road to the east edge of the Dapco Industries driveway. At the east edge of the Dapco Industries driveway a pedestrian crossing will be installed and the east side of the Dapco Industries driveway will be narrowed.

The total cost of infrastructure will be \$216,000.00.

Noninfrastructure award includes education, encouragement, and enforcement activities to include a bicycle train, bicycle rodeo and adult crossing guard recruitment. Noninfrastructure work to be accomplished under a separate contract between the Chelsea Area Wellness Foundation and the Michigan Fitness Foundation. The cost of the noninfrastructure project will be \$8,895.00.

Total project budget \$224,895.00.



Grant Summary

Date: 11/08/2013

Page: 2 of 2

Nonmotorized Funding Condition

This project must be designed and constructed in accordance with the standards in the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, 2012 edition. The standards for off-road trails include a minimum 10' width with a minimum of 2' clear zone on each side. The standards for bridges or boardwalks include a minimum 14' width between rub rails. For roadways with no curb and gutter, the standards for on-road paved shoulders include a minimum 4' width facility on each side of the road. If parking is permitted, the standards for bike lanes include a minimum width of 5'. The project must also be designed and constructed in accordance with the Michigan Manual on Uniform Traffic Control Devices (MMUTCD).

Historic Property Funding Condition

This project must be designed and implemented in accordance with the Secretary of Interior's Standards for Rehabilitation (National Park Service, 1990). The applicant must submit design plans to the State Historic Preservation Office (SHPO) for review as part of the overall environmental clearance for the project (see the MDOT Local Agency Programs (LAP) website www.michigan.gov/mdotlap, for SHPO Environmental Review form/instructions). The SHPO will determine whether or not the design complies with the Standards. If the design does not comply with the Standards, the applicant must alter the design to address SHPO comments before the notice to advertise will be granted.

Archeological Survey

The current project alignment may require an archaeological survey per the State Historic Preservation Office (SHPO). MDOT is in the process of making a determination with the SHPO regarding this requirement and will inform the applicant when it is made. The survey must be performed by a qualified archaeologist (found to meet or exceed the professional requirements for archaeologists as stated in "Archaeology & Historic Preservation: Secretary of the Interior's Standards and Guidelines," Federal Register 48(190), September 29, 1983) as part of the Section 106 review for the project.

SRTS Funding Condition

Safe Routes to School (SRTS) and Transportation Alternatives (TAP) funding awards are conditional upon the items mentioned in the correspondence from the MDOT Office of Economic Development conveying the grant award summary, supporting documentation, as well as fund availability. Federal transportation funding could be subject to Congressional approval of a rescission, reducing or eliminating the remaining unobligated funds. The amount of SRTS and TAP funding that Congress has authorized for expenditure is provided on a first come, first serve basis to the projects that have completed the steps necessary to request federal fund authorization from the Federal Highway Administration. These steps include submitting completed plans, a cost estimate, specifications, and obtaining all necessary permits, clearances, an executed agreement, and non-participating funds.

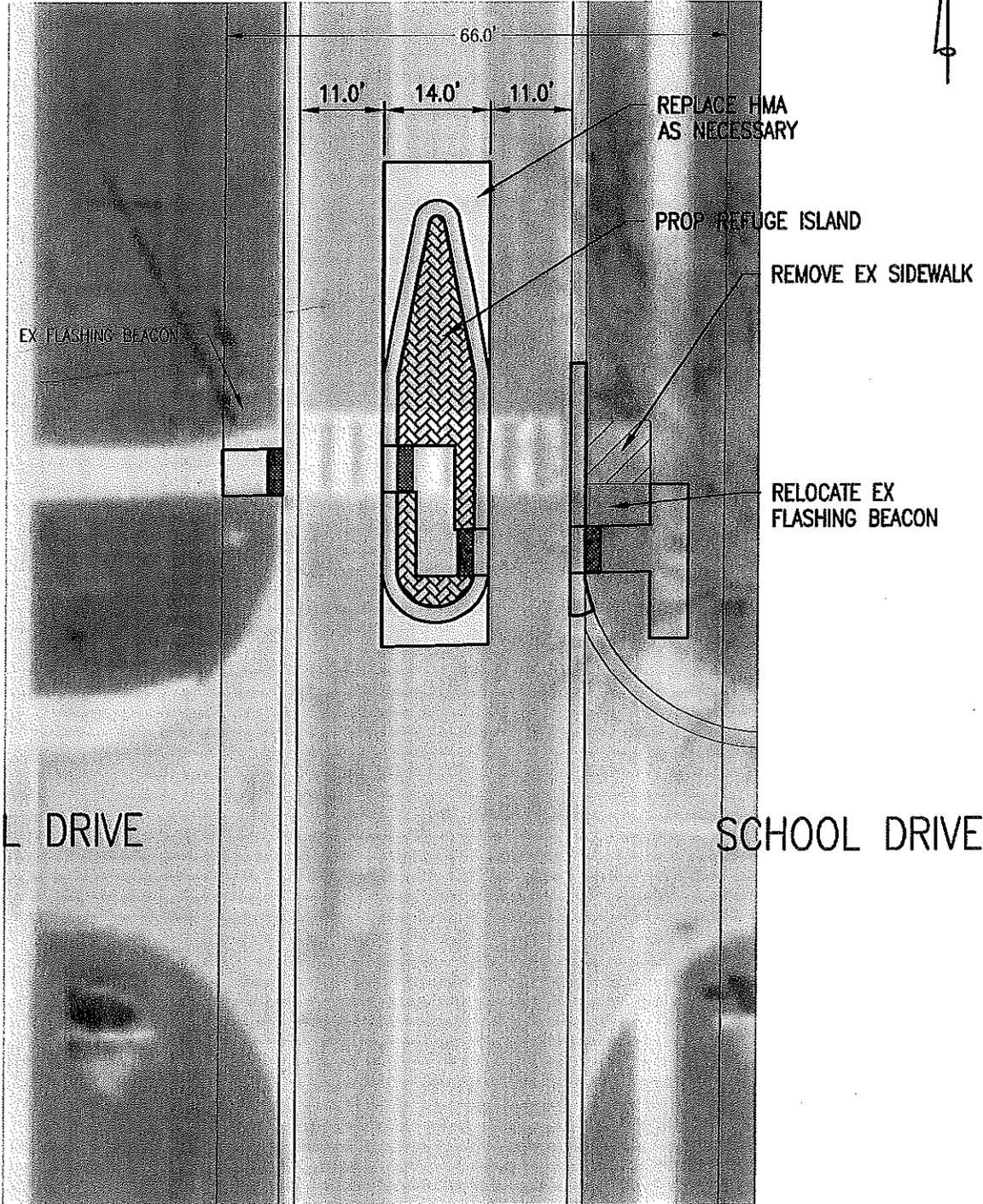
SRTS Local Funding Condition

IMPORTANT NOTE ON FEDERAL Safe Routes to School and Transportation Alternatives Program FUNDING:

Federal SRTS or TAP funds shall be applied to the eligible items of the total participating project cost up to the maximum of: (1) the federal SRTS grant amount, or (2) an amount equal to the lowest qualified bid for participating costs, at the time of the award of the construction contract. The balance of the participating project cost, after deduction of Federal SRTS or TAP Funds, shall be the responsibility of the grant applicant. All of the non-participating cost shall be the responsibility of the grant applicant.

In accordance with the limits mentioned above, Federal SRTS or TAP funds are capped at the applicable low bid amount and shall not be applied to any extra construction costs or construction over-runs; these costs shall be the responsibility of the grant applicant.

BAKER RD



SCHOOL DRIVE

SCHOOL DRIVE

SAFE ROUTES TO SCHOOL
PROJECT NO. 1
PRELIMINARY CONCEPT PLAN

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

CLIENT:
VILLAGE OF DEXTER

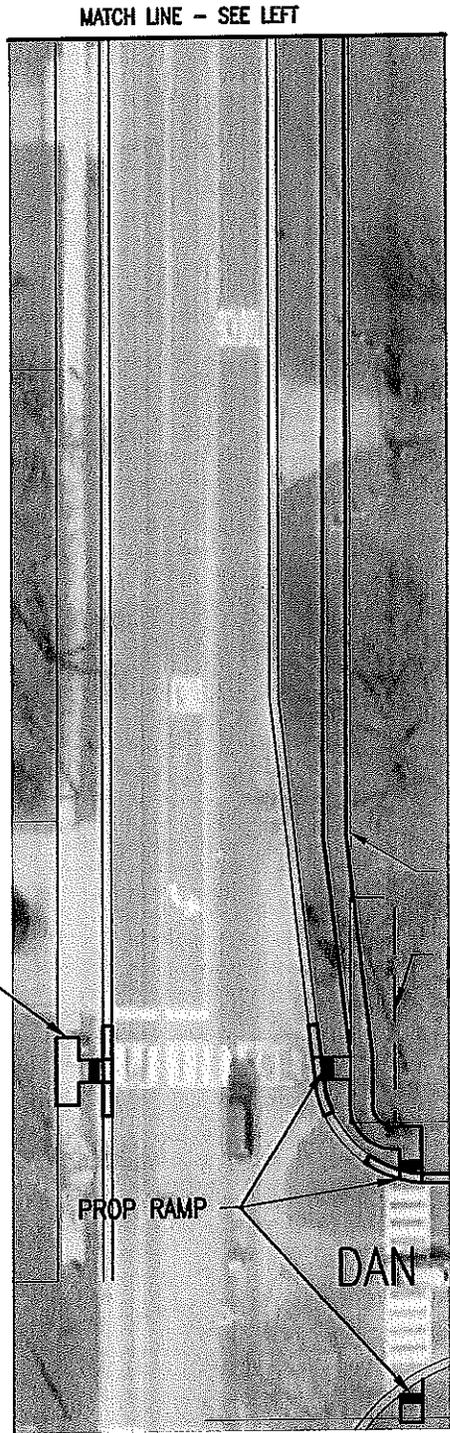
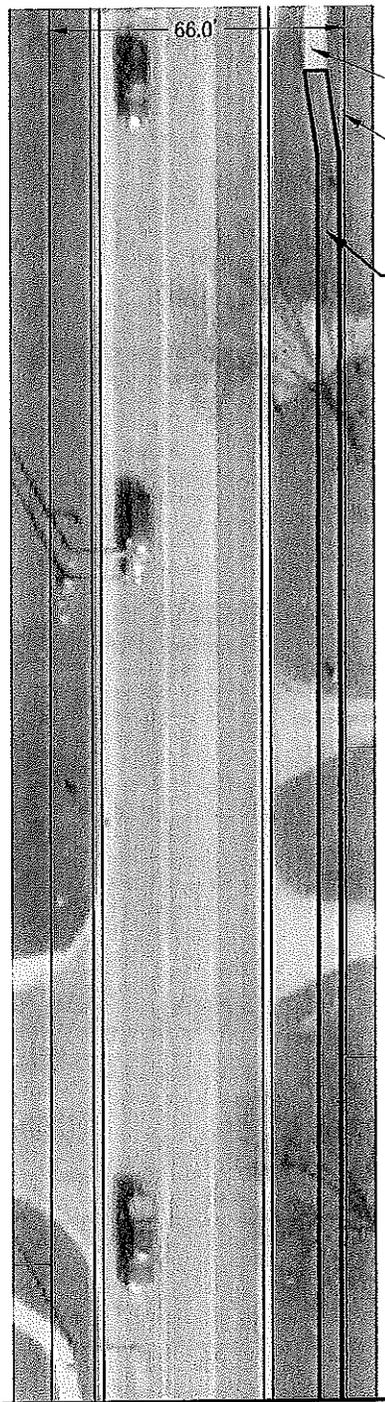
JOB #
0130-13-0041

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BAKER RD



MATCH LINE - SEE RIGHT

SAFE ROUTES TO SCHOOL
PROJECT NO. 2
PRELIMINARY CONCEPT PLAN

SCALE
H: 1"=40' V: 1"=4'
SHEET
2

CLIENT
VILLAGE OF DEXTER

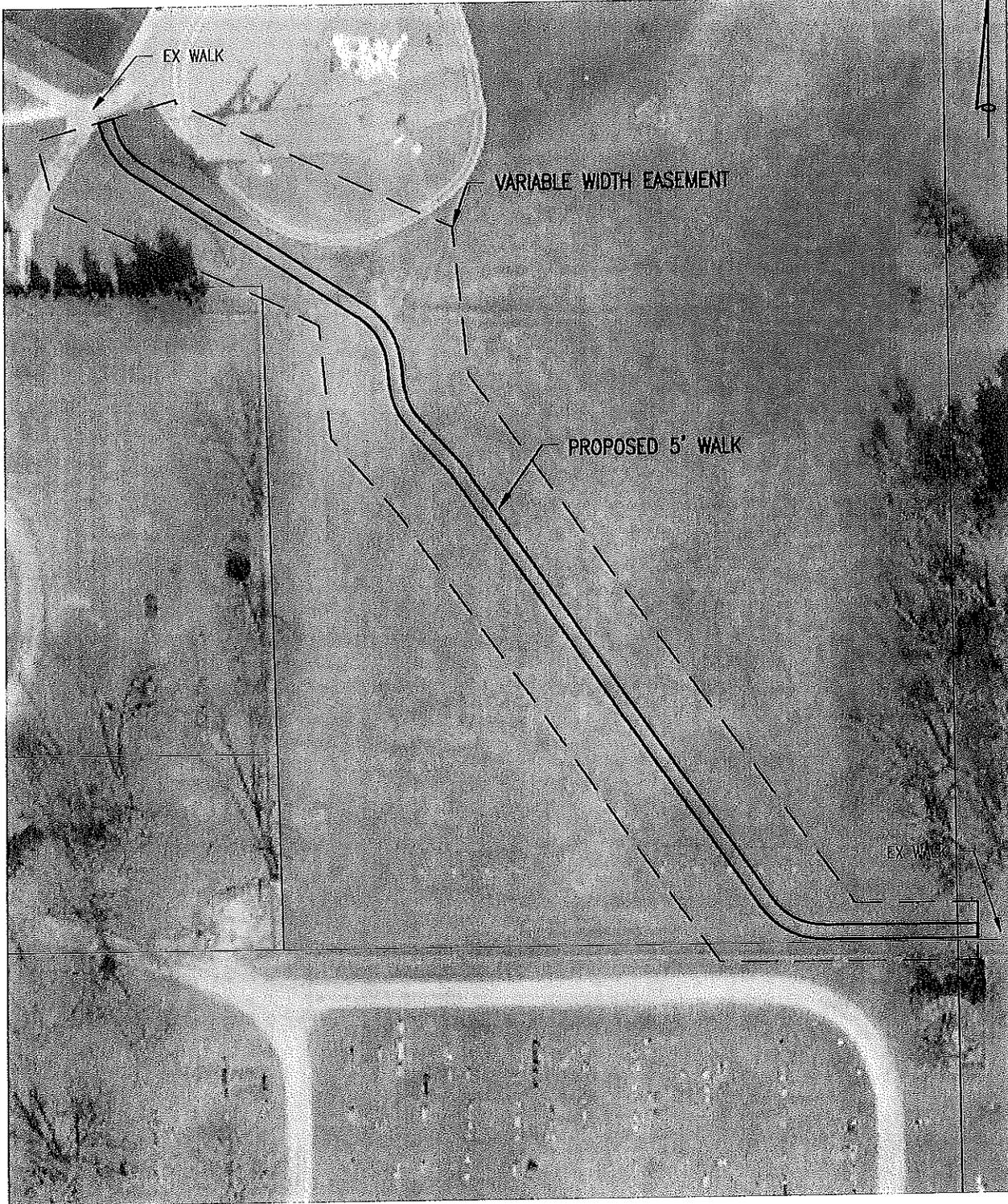
JOB #
0130-13-0041

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N



SAFE ROUTES TO SCHOOL
 PROJECT NO. 2
 PRELIMINARY CONCEPT PLAN

SCALE
 H: 1"=50' V: 1"=4'
 SHEET
 3

CLIENT
 VILLAGE OF DEXTER

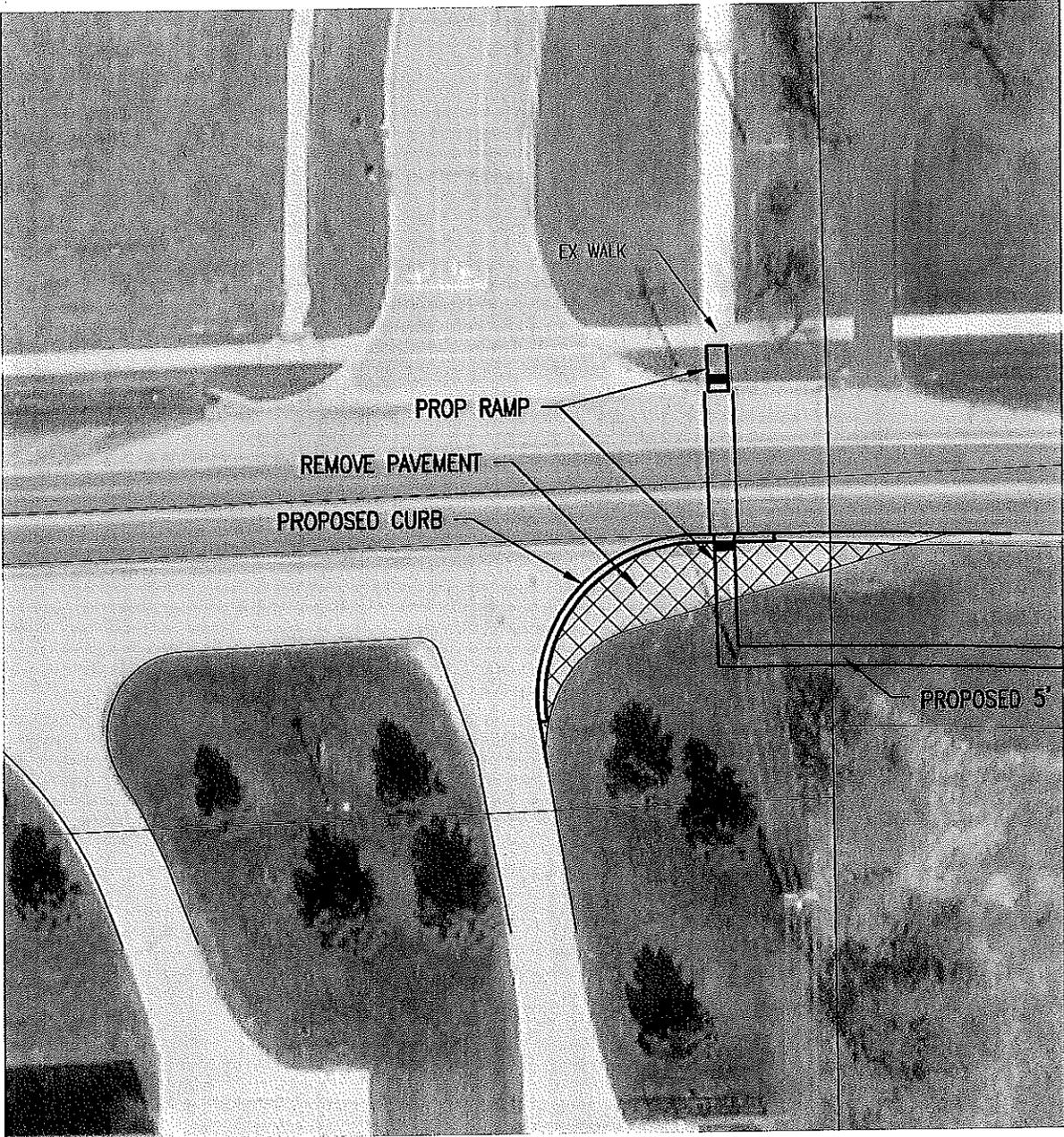
JOB #
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SCHOOL DRIVEWAY



DAN HOEY RD

DAPCO INDUSTRIES

SAFE ROUTES TO SCHOOL
PROJECT NO. 3
PRELIMINARY CONCEPT PLAN

SCALE
H: 1"=40' V: 1"=4'
SHEET
4



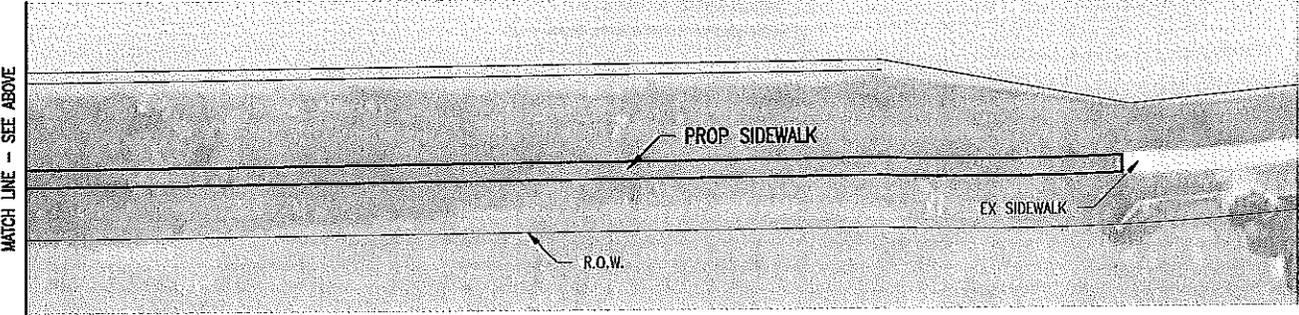
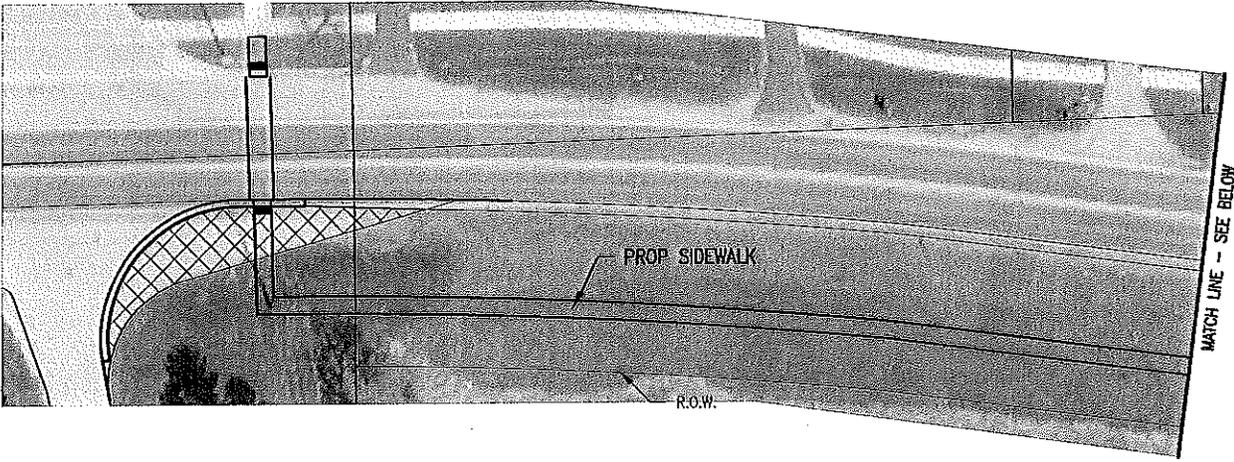
CLIENT
VILLAGE OF DEXTER

JOB #
0130-13-0041

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DAN HOEY RD



SAFE ROUTES TO SCHOOL
PROJECT 3
CONCEPTUAL PLAN

SCALE
H. 1" = 42' V. 1" = 6'
SHEET
5



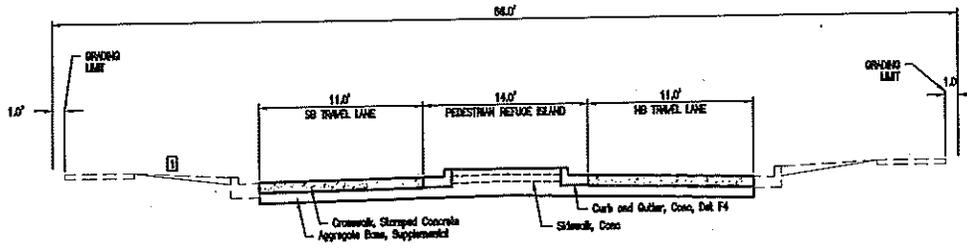
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JOB # 0130-13-0041

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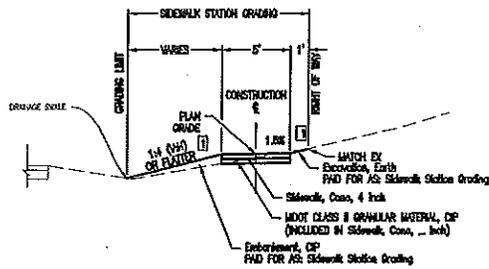
06/10/13 PATH: P:\0128_0130\0130041_S27_Plan\PLN.dwg 04/14/2013 4:15 PM



BAKER RD @ BATES ELEMENTARY
 SECTION APPLIES TO PROJECT P1
 [] RESTORE SLOPES WITH 3 INCHES OF TOPSOIL AND SOD.

SAFE ROUTES TO SCHOOL TYPICAL SECTIONS - CONCRETE SIDEWALK		SCALE H: NTS V: NTS SHEET 1 OF 3	
CLIENT VILLAGE OF DEXTER	DATE 0130-13-0041		
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM			

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 DRAWING PATH: P:\012L\B16\013013\041_S&L_Plan\13020176.dwg 04.04.2013 - 1:55pm



CONCRETE SIDEWALK TYPICAL SECTION

SECTION APPLIES TO PROJECTS P2 AND P3

1] RESTORE SLOPED WITH 3 INCHES OF TOPSOIL AND SOG.

SAFE ROUTES TO SCHOOL
TYPICAL SECTIONS - CONCRETE SIDEWALK

SCALE	
H. INCH	V. INCH
SHEET	
2	
OF 3	



COUNTY
VILLAGE OF DEXTER

JOB #
0130-13-0041

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DRAWING PATH: F:\0128_0165\0130130642_Safe_Routes\130041.dwg Oct 23, 2013 - 4:55pm



Client: VILLAGE OF DEXTER
 Project: Safe Routes to School
 OHM JN: 0130-14-0021
 Sheet: Widening on Baker Road
 Date: 2/13/2014 By: PMD

Checked: _____
 architects, engineers, planners.

PROJECT WORK SHEET

Notes:

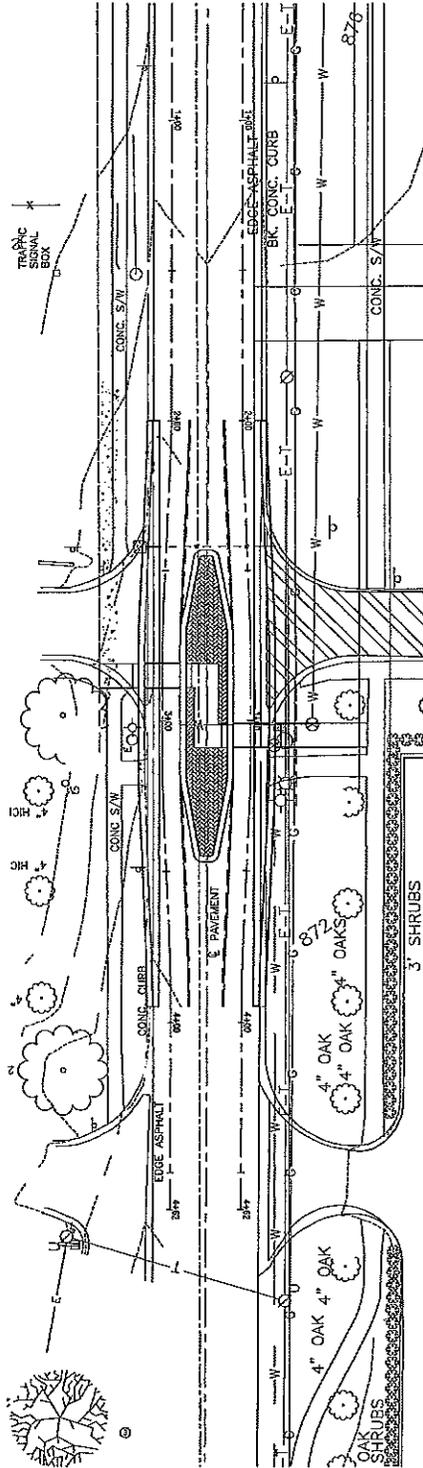
- The estimate below includes paving work necessary to widen Baker Road to accommodate a larger pedestrian refuge island required by DCS & Granger.
- The estimate does not include costs to remove the existing driveways.
- The estimate does not include costs of the proposed pedestrian refuge island. It is believed that MDOT would fund all work related to this.
- The improvements are designed for a design speed of 35 MPH.

Item	Desc.	Quantity	Unit	Unit Cost	Total Cost
1	Pavt, Rem	89	Syd	\$ 10.00	\$ 890.00
2	Excavation, Earth	34	Cyd	\$ 8.00	\$ 272.00
3	Aggregate Base, 10"	73	Syd	\$ 10.00	\$ 730.00
4	Dr Structure, Rem	2	Ea	\$ 400.00	\$ 800.00
5	Dr Structure, 24 inch	2	Ea	\$ 900.00	\$ 1,800.00
6	Dr Structure, Cover K	2	Ea	\$ 500.00	\$ 1,000.00
7	HMA, 2C (Hand Patch)	27	Ton	\$ 100.00	\$ 2,700.00
8	HMA, 3C (Hand Patch)	18	Ton	\$ 110.00	\$ 1,980.00
9	HMA, 13A (Hand Patch)	18	Ton	\$ 120.00	\$ 2,160.00
10	Curb and Gutter, Conc, Det F4	390	Ft	\$ 15.00	\$ 5,850.00
11	Electrical Modifications	1	Ls	\$ 2,000.00	\$ 2,000.00
12	Restoration, Seeding	217	Syd	\$ 4.00	\$ 868.00
13	Contingency (20%)				\$ 4,036.40
TOTAL				\$	25,086.40

SUBJECT	BY	SHEET NO.	JOB NUMBER
	DATE 2/14/2014	1 OF 1	.

(print date)

EXISTING DRIVEWAY TO
BATES SCHOOL
(TO BE REMOVED BY
OTHERS)



BAKER ROAD



VILLAGE OF DEXTER
GENERAL SERVICES
BAKER ROAD WIDENING

DATE	BY	ENG/ARCH	PROJ/GR	REVISION	NO.	DATE	DESCRIPTION	SCALE	PROJECT NO.	DATE	
2/15/2014	PMO	PMO	PMO	1	1		VILLAGE OF DEXTER	1"=20'	0130-14-0011		
REVISION:		REVISION:		REVISION:		REVISION:		REVISION:		REVISION:	
34000 PLYMOUTH ROAD, LIVONIA, MI 48150 734.522.6711								WWW.OHM-ADVISORS.COM			
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memorandum

Date: February 18, 2014

To: Donna Dettling, Village Manager

From: Patrick Droze, P.E.

Re: Use of Rectangular Rapid Flashing Beacons (RRFB's) on Village Streets

In October of 2013, the Michigan Department of Transportation (MDOT) contacted us and indicated that the use of RRFB's on various Village of Dexter road crossings would not be accepted as part of Safe Routes to School (SRTS) applications. The RRFB's were originally proposed as part of a SRTS plan developed by Wayne State University which served as the overall programming document used for the applications.

At a meeting on February 7, 2014 with officials from the Dexter Community Schools and their Construction Manager, we received feedback that they were disappointed with the denial of RRFB's from the applications. They conveyed that they were especially disappointed with the denial of the Ann Arbor and Kensington Street application due to the existence of prior incidents. In response, the Village asked OHM to perform a closer investigation into MDOT's decision to deny the RRFB at this location.

ENGINEERING ANALYSIS

As with any traffic control devices, the goal is for uniform deployment based on warrant; the results of which are determined by performing engineering analysis at a given location. In the case of RRFB use, MDOT has identified a total of six criteria have been identified for determining a warrant. The warrant requires that at least two of the criteria are satisfied. We have analyzed each of these warrants in Table 1.

TABLE 1: WARRANT ANALYSIS

Warrant	Description	Key Site Data	Warrant Met
1	Uncontrolled crossing (See Traffic and Safety Note 401 for the Establishment of Uncontrolled Non-Motorized Crosswalks)	EB and WB Ann Arbor are not required to stop under the current condition	Yes
2	Sight distance concern	EB and WB is a straight alignment without significant vertical curves. No visual obstructions exist that result in sight distance concerns.	No
3	Multiple threat crash possibility (i.e. crossing with four or more lanes)	2 Lanes	No
4	Average Daily Traffic (ADT) greater than 12,000 or greater than 15,000 where a median is present	7,880 vehicles per day	No
5	Uncontrolled intersection approaches	Kensington is controlled Bluewater Center Facility is not	Possibly
6	Speed of 40 mph or greater	25 MPH (EB) / 25 MPH (WB)	No

DETAILED DISCUSSION

Based on our preliminary analysis, it appears that at least one of the warrants is met at this particular location. We also have found that potentially two other warrants may be met. A detailed discussion of the potential warrants follows:

Warrant 1- Uncontrolled crossing

The intersection of Ann Arbor and Kensington is uncontrolled for EB and WB drivers. However, a crossing has been placed here likely due to a number of crossings that occur largely due to its proximity to the schools and neighborhoods to the northwest.

The use of "bump-outs" at this location help to calm existing traffic, shorten the distance necessary to walk and also allow pedestrians to be more visible to drivers within the landing areas as they prepare to cross. The crossing does not have any sort of control and therefore meets the warrant.

Warrant 5 – Uncontrolled Intersection Approaches

Kensington enters the intersection from the southeast leg of the intersection and is currently controlled by a stop sign. The northeast side of the intersection is a driveway to the Bluewater Center commercial development which does not have a stop sign. However, the Michigan Vehicle Code (Act 300 of 1946 – Section 257.652) states that:

"The driver of a vehicle about to enter or cross a highway from an alley, private road, or driveway shall come to a full stop before entering the highway and shall yield right of way to vehicles approaching on the highway."

While a stop sign is not present, the vehicles are required to stop. Based on this, it appears that the warrant is not met.

RECOMMENDATION

Based on our findings, we do not recommend that an RRFB is installed at this location.

References:

MDOT - Traffic and Safety Note 212B - Signs with Rectangular Rapid Flashing Beacons
MDOT – Traffic and Safety Note 401D - Uncontrolled Non-Motorized Crosswalks
Michigan Vehicle Code – Section 257.652 Stopping before entering or crossing highway from alley, private road, or driveway;

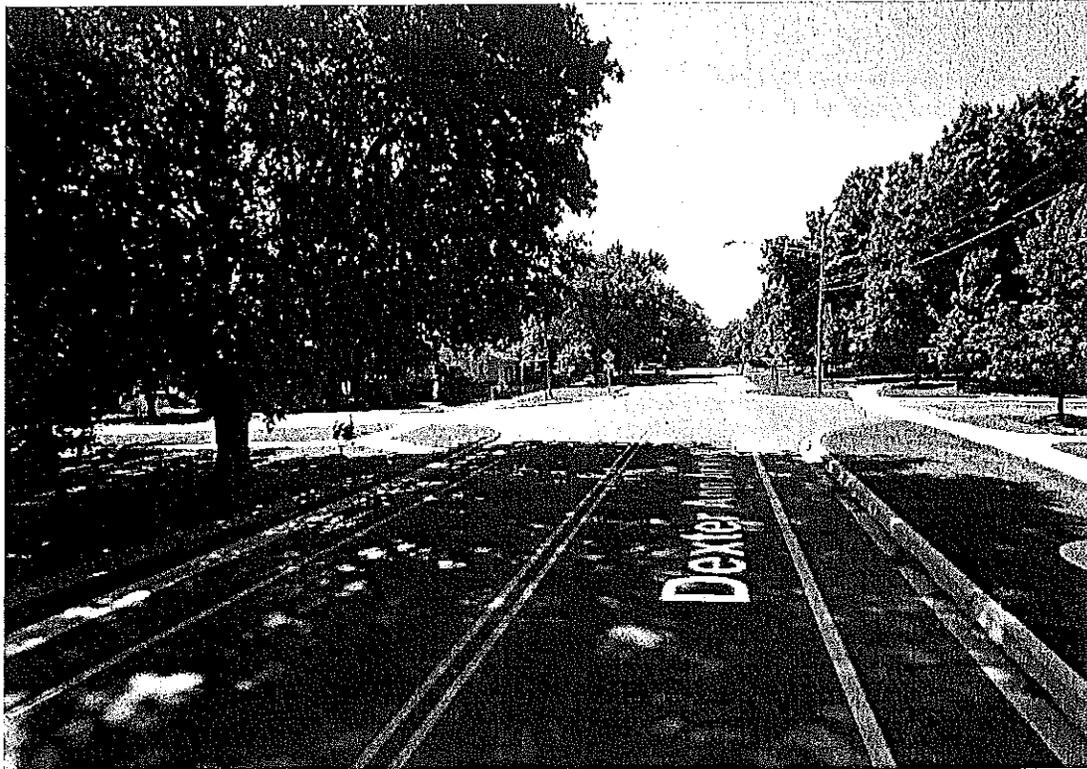


FIGURE 1: WB Ann Arbor at Kensington



FIGURE 2: EB Ann Arbor at Kensington

MEMO 2-24-14
L-2

VILLAGE OF DEXTER

ddettling@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: February 24, 2014
Re: Consideration of OHM Proposal for Design Services
for the MDOT Safe Routes to School Project

Included for Council consideration is a proposal from OHM for Engineering Design services for the Safe Routes to School Project. The proposal is for a not to exceed \$34,000 that will be expensed from the Streets Fund. Council will recall that we didn't budget in fiscal year 2013/14 for this expense, because we weren't sure we'd get the grant. Since the design will be completed prior to June 30, 2014, a budget amendment will be required in the Street Fund.

The Dexter 5H Coalition will reimburse the village up to \$30,000 for all of the engineering costs associated with the project. OHM estimated another \$30,000 for CA/CE, which will be included in a scope of services proposal in July when we award the contract. This amount will be included in the upcoming 2014-15 budget.

I followed up with CWF, Matt Pegouskie on the mechanics of the transfer of funds and proposed that the village request reimbursement of the \$30,000 committed by the Dexter 5H Coalition after the project is completed this Fall.



ARCHITECTS, ENGINEERS, PLANNERS,

February 19, 2014

VILLAGE OF DEXTER
8140 MAIN STREET
DEXTER, MI 48130

Attention: Ms. Donna Dettling
Village Manager

Subject: Village of Dexter
SAFE ROUTES TO SCHOOL PROJECTS
Proposal for Engineering Design Services

Dear Ms. Dettling:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for engineering services for pedestrian improvements in the Village of Dexter.

PROJECT UNDERSTANDING

In November 2013, the Village received word that it was successful in obtaining \$216,000.00 in construction dollars for Safe Routes to School funding for several projects within the Village limits. The various projects include the following:

- Construction of a mid-block crossing on Baker Road immediately north of the Bates School Driveway.
- Construction of sidewalk on the east side of Baker Road between Dan Hoey and the existing sidewalk at Bates Elementary School.
- Construction of sidewalk connecting an existing bike path to Bates Elementary School.
- Construction of a concrete sidewalk between Lexington Drive and the DAPCO Industries easterly property line and reconstruction of portions of Dan Hoey Road to allow for a mid-block pedestrian crossing.

As with the recent Federal Aid Road projects, these improvements will be administered and bid through MDOT. We have prepared a scope of service that will assist the Village in developing program materials, plans and specifications for bidding.

SCOPE OF SERVICE

Base Plan Development

Where needed, OHM will prepare a topographic survey plan of the public right-of-way in the project areas. Dexter Community Schools has provided topographic information for Baker Road, the area southeast of Bates Elementary. The remaining areas will be surveyed by OHM which include the east side of Baker Road from Dan Hoey to Bates Elementary and the south side of Dan Hoey from DAPCO to Lexington Drive. The topographic survey work will consist of the following subtasks:

1. Existing features visible without excavation and ground elevations at 50 ft. intervals along the limits of the survey (i.e. driveways, culverts, utility poles, etc.).

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

2. Utility structures within the existing right-of-way will be inventoried. Rim elevation, pipe size, material, and invert elevation will be provided for sanitary and storm structures.
3. Individual trees over 6” in diameter will be located and shown on the survey.
4. Request facility maps from franchised utilities (gas, electrical, cable or telephone). Underground utilities will be shown based on record drawings.
5. Prepare a base plan in AutoCAD using this data and the existing data provided by Dexter Community Schools.

Engineering Design

Upon completion of the base plans, OHM will perform the design of the roadway improvements. OHM’s design phase includes the following:

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

Permits, MDOT and Property Owner Coordination

As noted previously, the project will be bid through MDOT’s Local Agency Program. This requires that the following tasks are completed prior to bidding:

1. Convene a meeting with Dexter Community Schools to confirm design parameter, data exchange and schedule.
2. Prepare and submit the MDOT Program Application for Local Agency Projects.
3. Prepare and submit the Grade Inspection (G.I.) package. Upon acknowledgment from MDOT, Schedule and attend the grade inspection meeting.
4. Prepare an application for the State Historic Preservation Office for the project.
5. Prepare soil erosion permit application as required to secure a permit from Washtenaw County. Permit applications will be completed with the Village as the responsible party.
6. Prepare permits applications for the Washtenaw County Road Commission.
7. Submit final plans, proposal documents and construction cost opinion to MDOT.

Public, Schools and Business Coordination

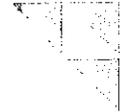
To ensure success during construction, OHM proposes the following tasks for public, school and business coordination during design.

1. Convene a meeting with Dexter Community Schools to discuss the project and any design concepts.
2. Meet with DAPCO industries to discuss driveway alterations and obtain grading permits if necessary.

DELIVERABLES

OHM will provide the Village with the following:

- MDOT formatted contract documents including plans and proposals for bidding purpose.
- All noted permit applications
- Final opinion of probable cost



FEE SCHEDULE

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

<u>Task</u>	<u>Fee</u>
Base Plans	\$8,000.00
Engineering Design.....	\$20,000.00
<u>Permits, MDOT & Local Coordination</u>	<u>\$6,000.00</u>
TOTAL DESIGN FEE.....	\$34,000.00

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

FURTHER CLARIFICATIONS AND ASSUMPTIONS

The above fee is based upon the following assumptions:

1. Easements have been prepared for the project and it is not anticipated that additional easements will be required for this work. In the event it becomes apparent that additional right-of-way will be required to complete the project, OHM will perform the work on an hourly, not to exceed basis and will bill the work under General Services.
2. Signal work will be included in the Contract, but will be performed by Dapprich Industries. Design of this work will not be shown within the plan set other than callouts in plan view on the Construction sheets.

SCHEDULE

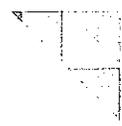
The project is intended for the Summer 2014 construction season. We anticipate the following schedule for the project:

<u>Task</u>	<u>Completion Date</u>
Topographic Surveys	Weather Permitting
GI Submittal.....	April 2014
Final Plans to MDOT.....	May 2014
MDOT Bid Letting.....	July 2014
Construction Date.....	As early as September 2014

CONTRACT TERMS AND CONDITIONS

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

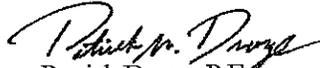
We thank you for this opportunity to provide professional engineering services. Please do not hesitate to contact us if you have questions. Should you find our proposal acceptable, please execute both copies of the attached agreement and return one copy to us for our files.



Sincerely,

ORCHARD, HILTZ & McCLIMENT, INC.


Rhett A. Gronevelt, P.E.
Principal


Patrick Droze, P.E.
Project Engineer

Encl: Exhibit 1 – Standard Terms and Conditions

**Village of Dexter
Safe Routes to School Project
Design Phase Engineering Services**

Accepted By:

Printed Name:

Title:

Date:

2-24-14
6-3
cnicholls@dextermi.gov

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 Members
From: Courtney Nicholls, Assistant Village Manager
Date: February 18, 2014
Re: Consideration of: MDOT Contract

Provided for Council's review is the required MDOT contract for the Central/Ann Arbor Street projects. The contract is due back to MDOT by March 14, 2014 so Council can consider it at either the February 24, 2014 or March 10, 2014 meeting.

As a reminder the funding (construction cost only) is planned from the following sources:

Central (TEDF Funding)	\$200,000
Ann Arbor Street (STPU Funding)	\$412,300
Village Water Fund (water main improvements)	\$300,000
Village Major Streets Fund**	\$274,500
Possible DDA Funding (street lights)	\$110,000
Total Construction Cost Estimate (Exhibit I of the contract)	\$1,296,800

*The construction cost estimate does not include work at the Mill beyond the basic plan that was provided to MDOT for bidding purposes.

**Currently the Village has \$10,000 in restricted parking funding and \$22,000 in Metro Act funding that will be used for these projects.

President Keough asked a question regarding the completeness of the project descriptions provided on page 1 of the contract. Brian Chomas of MDOT provided feedback that the project descriptions are only summaries of some of the work items and are not intended to be a listing of all items. For Council's information the work items are as follows:

Central Street project includes pavement removal, storm sewer, aggregate base, hot mix asphalt paving, concrete curb and gutter, sidewalk, sidewalk ramps, driveway replacement, signs, and pavement markings

Ann Arbor Street project includes HMA milling, curb removal and replacement, pavement repairs, HMA overlay, sidewalk ramps, driveway replacement, signs and pavement markings

The contract mentions tree removal – which is not anticipated but was included so that we have unit pricing if it becomes necessary.

TED (F)
FED

CAB

Control Section EDF 81566; STU 81475
Job Number 122275; 122349
Project STP 1481(016)
Federal Item No. HH 9220
CFDA No. 20.205 (Highway Research
Planning & Construction)
Contract No. 14-5009

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the VILLAGE OF DEXTER, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the Village of Dexter, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 14, 2014, attached hereto and made a part hereof:

PART A -- EDF 81566; JOB #122275; STATE PARTICIPATION

Reconstruction work along Central Street from Second Street to Third Street; including hot mix asphalt paving, concrete curb and gutter, tree removal, sidewalk ramp, sign, pavement marking, and slope restoration work; and all together with necessary related work.

PART B -- EDF 81566; JOB #122275; NO STATE PARTICIPATION

Street lighting, decorative concrete pavement, and audiovisual taping work along Central Street from Second Street to Third Street; and all together with necessary related work.

PART C -- STU 81475; JOB #122349; STP 1481(016); HH 9220; FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing work along Ann Arbor Street from Baker Road to Kensington Street; including concrete curb and gutter, tree removal, sidewalk ramp, sign, pavement marking, and slope restoration; and all together with necessary related work.

PART D -- STU 81475; JOB #122349; STP 1481(016); HH 9220; NO FEDERAL PARTICIPATION

Watermain, fire hydrant, street lighting, decorative concrete pavement, and audiovisual taping work along Ann Arbor Street from Baker Road to Kensington Street; and all together with necessary related work.

WITNESSETH:

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS", pursuant to PA 234 of the Public Acts of 1987, MCL 247.660; and

WHEREAS, it was determined that the PROJECT as described by this contract qualifies for funding pursuant to PA 231, Section 11(2)(b); Public Act of 1987 and categorized as:

F FUNDED PROJECT

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal Program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and

awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be done in accordance with PART II, Section II of this contract.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

State TED FUNDS Category F shall be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 80 percent up to an amount not to exceed \$200,000. The balance of the PART A portion of the PROJECT COST, after deduction of State TED FUNDS, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PARTS B and D

The PART B and D portions of the PROJECT COST are not eligible for Federal Funds and/or TED FUNDS and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART C

Federal Surface Transportation Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PART C portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share, if any, of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds and/or TED FUNDS earned as the PROJECT progresses. The initial effective billing rate for the state funding for the PART A portion of the PROJECT is calculated by using the state funding for the PART A portion of the PROJECT, at the time of the award of the construction contract, and dividing by the total costs of the PART A portion of the PROJECT eligible for state funding and authorized at the time of the award of the construction contract.

The effective billing rate for the state funding for the PART A portion of the PROJECT is determined by the current funding authorization for the PART A portion of the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

Any items of PROJECT COST not reimbursed by Federal Funds and/or TED FUNDS will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous

substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, if applicable, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that, if applicable, remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the FHWA.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds.

Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

VILLAGE OF DEXTER

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



EXHIBIT I

CONTROL SECTION EDF 81566; STU 81475
 JOB NUMBER 122275; 122349
 PROJECT STP 1481(016)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>	<u>PART D</u>	<u>TOTAL</u>
Estimated Cost	\$275,000	\$72,600	\$503,700	\$445,500	\$1,296,800

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$275,000	\$72,600	\$503,700	\$445,500	\$1,296,800
Less Federal Surface Transportation Funds	\$ -0-	\$ -0-	\$412,300	\$ -0-	\$ 412,300
Less State TED FUNDS*	<u>\$200,000</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ 200,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 75,000	\$72,600	\$ 91,400	\$445,500	\$ 684,500

*State TED FUNDS shall be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 80 percent up to an amount not to exceed \$200,000.

NO DEPOSIT

09/06/89 TEDM.FOR 1/14/14

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

03-15-93

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SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs

 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments-Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic Control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

AGENDA 2-24-14
ITEM 6-4
cnicholls@dextermi.gov

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 Members
From: Courtney Nicholls, Assistant Village Manager
Date: February 24, 2014
Re: Consideration of: Franchise Agreement Request

Provided for Council's consideration is a Franchise Agreement Request from AT&T. Village Attorney Scott Munzel has provided answers to the questions asked at the February 10 meeting regarding the public access channel (PEG). A summary of the answer is that according to the state law we can reestablish the public access channel once we can prove that we can provide 8 hours per day of programming for at least three months. This decision does not need to be made as part of the consideration of this agreement.

Staff is recommending that Council approve the Franchise Agreement with AT&T with a 5% franchise fee and no PEG fee.

Courtney Nicholls

From: SE Munzel <sem@munzelloaw.com>
Sent: Monday, February 17, 2014 10:53 AM
To: Courtney Nicholls
Cc: Donna Dettling
Subject: Video Franchise Question re PEG channel

Hi Courtney- you had several follow up questions regarding the "public, education and government" (PEG) channel, including questions about the "digital transition" from a few years back.

First, I double-checked the statute, and with the Michigan Public Service Commission, and the "digital transition" issue has had no impact on the State's regulation of PEG channels. Thus, the PEG situation is just as expressed in the statute, and in the form franchise agreement ATT has presented to the Village.

Second, as I understand it, the Village previously had a PEG channel, but it was not used sufficiently and was cancelled by the provider. To have the PEG restored, the Village would have to certify that it would use the PEG channel for at least 8 hours per day for 3 consecutive months. Following that certification, the video providers would have to restore the PEG channel. MCL 484.3304(2). Note that the Village could revive use of the PEG in the future through this certification process, which is expressed in the statute and contained in ATT's form at Section VII(B).

Third, it is possible the Village could ask ATT to provide the PEG channel even if the use was not as great as noted above; that is, request ATT to provide some service more beneficial to the Village than is required under the State law. ATT, however, would have the unilateral option to reject such a request. And even if ATT agreed to it, the Village would have to request and receive approval from Comcast (and any other existing video providers) before such a request could be implemented. Comcast would have the unilateral option to determine if the request was 1) technically feasible and 2) commercially practicable. MCL 484.3313. If Comcast determined it was not possible under these criteria, then ATT and the Village could not agree to a relaxation of the PEG use requirements.

I hope this is helpful; let me know if you have any additional questions or concerns. Scott

Scott E. Munzel
Scott E. Munzel, P.C.
603 W. Huron Street
Ann Arbor, MI 48103
T 734 994 6610
F 734 769 9055
E sem@munzelloaw.com



James Murray
President

444 Michigan Ave
Suite 1700
Detroit, MI 48226
Office: 313-223-7171
Fax: 313-223-9008

January 31, 2014

Via UPS Overnight Delivery

To: Carol Jones
Clerk of the Village of Dexter
8123 Main Street, 2nd Floor
Dexter, Michigan 48130

Re: Video Service Local Franchise Agreement for AT&T Michigan

Dear Ms. Jones:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Agreement") by and between the Village of Dexter, a Michigan municipal corporation (the "Franchising Entity") and AT&T (the "Provider"). The Commission's Order and Instructions may be found at the following Commission web link: http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169_01-30-2007.pdf

The enclosed filing includes the standard form Agreement approved by and required for use by the Commission, and it has been completed in accordance with the Commission's Instructions issued in the Order. AT&T has obtained certain information from the publicly available cable franchise agreement between the Village of Dexter and the incumbent cable service provider, Comcast Corporation, which is to be inserted into the Agreement by the Village of Dexter pursuant to the Commission's Instructions. It is AT&T's understanding that there is an annual franchise fee of 5% of gross revenues paid by Comcast Corporation which is to be inserted by the Village of Dexter into Section "VI. Fees" of the Agreement.

Similarly, if there is an ongoing, annual PEG support fee, such PEG support fee is to be inserted in Section "VIII. PEG Fees". Please insert into Section "VIII. PEG Fees" of the AT&T Agreement what the Village of Dexter asserts is the appropriate PEG support fee pursuant to Section 6 (8) of Act 480. On May 3, 2007, the Michigan Public Service Commission noted at page 3 of its Order Establishing An Expedited Hearing And Directing The City Of Southfield To Show Cause in Case No. U-15281, that it is the Franchising Entity's responsibility to fill in the applicable franchise fee and PEG fee.

The submission also includes Attachment 1 to the Agreement. Pursuant to Section 11 of Act 480, Section "XIII. Confidentiality" of the Agreement, and page 1 of the Instructions for Uniform Video Service Agreement issued in the Order, AT&T has deemed both the "Video Service Area Footprint" and "the date on which AT&T expects to begin to provide video services in part of the Video Service Area Footprint" as Confidential Information. The Confidential Information for Attachment 1 has been set forth

in Confidential Attachments A and B respectively, and has been placed in a separate, sealed envelope and clearly identified by the label of the envelope as follows:

(AT&T Michigan "CONFIDENTIAL INFORMATION")

Pursuant to Section XIII of the Agreement, Section 11 of Act 480, and the Commission's Instructions, the Village of Dexter as the Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a Freedom of Information Act ("FOIA") request made under MCL 15.231 to 15.246, and (c) make the information available only to and for use only by such local officials as are necessary to approve the Agreement or perform any other task for which the information is submitted.

It is important to note that AT&T's map demonstrates the exact footprint within which AT&T intends to offer video services and thus is consistent in full with the purpose for which it is prepared. AT&T's "video service area footprint" map complies with Section 2(3)(e) of Act 480. Section 2(3)(e) provides that a uniform video service local franchise agreement include "an exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards."

AT&T's video service area footprint map is prepared using digital geographic data created by AT&T's Geographic Information System (GIS) application. GIS-mapping systems use software to combine multiple "layers" of information to create maps tailored for specific purposes, such as demonstrating the precise area in which AT&T intends to offer video services. Maps created using AT&T's GIS-mapping system meet or exceed all pertinent national map accuracy standards.

AT&T's GIS-created maps are created using GIS-mapping technology. GIS-mapping systems are comprised of individual map elements, which are "intelligent" in the sense that each individual map element contains an encoded database record that includes a unique identifier attribute and spatial coordinate attributes for each individual map element (such as longitude and latitude). AT&T's GIS-mapping application uses wire center boundaries hand-digitized by AT&T, which are highly accurate for all map preparation purposes.

AT&T's GIS-mapping application uses data sources that have latitude and longitude coordinates embedded in and associated with all the points, lines and boundaries on all state and municipality maps used by AT&T, to create the video service area footprint maps. Those portions of the AT&T wire centers which are outside the boundaries of the Village of Dexter are not included in the map.

AT&T's GIS-mapping application uses geographic data from several sources. For example, AT&T secures landbase data, including city and state boundaries, from NAVTEQ®, which is recognized as a leader in GIS data and a provider of GIS application data in North America. Data and maps received from NAVTEQ® are specifically designed to comply with all national map accuracy standards. In sum, AT&T's map complies with the requirements of Section 3(3)(e) of Act 480 and includes "an exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards."

Ms. Carol Jones
January 31, 2014
Page 3

The Village of Dexter has 15 business days beginning on February 3, 2014 within which to notify AT&T if the Agreement is complete. If the Village of Dexter does not notify AT&T regarding the completeness of the Agreement within this 15 business day period, pursuant to Section 3(3) of Act 480, the Agreement shall be deemed complete. Any notice by the Village of Dexter regarding the completeness of the Agreement must comply with Section 3(2) of Act 480 and must be sent by facsimile to each of the representatives of AT&T identified in Section "XV. Notices" of the enclosed Agreement.

AT&T has a proud history and tradition of providing home phone service for many decades to residents in the geographic area now located in the Village of Dexter. We are looking forward to serving your community in new ways.

If there are any questions concerning the enclosed filing, please contact Yvette Collins, Director, External Affairs at 313-496-8162.

A handwritten signature in black ink, appearing to be 'Yvette Collins', is centered on the page.

Attachments

cc: Donna Dettling, Village Manager (Public Version Only)
Courtney Nicholls, Assistant Village Manager (Public Version Only)
Brian Norman, AT&T External Affairs Manager

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Village of Dexter, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A.** The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B.** The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C.** Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A.** The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B.** The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C.** Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D.** Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E.** A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F.** A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G.** In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Village of Dexter:

8123 Main Street

2nd Floor

Dexter, Michigan 48130

Attn: Village Clerk (cc: Village Manager and Asst. Manager)

Fax No.: 734.426.5614

444 Michigan Avenue

Room 1670

Detroit, Michigan 48226

Attn: Yvette Collins, Director - External Affairs

Fax No.: 313.496.9332

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Village of Dexter, a Michigan Municipal Corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan



By

Print Name
James Murray

Title
President

Address
444 Michigan Avenue, Room 1700

City, State, Zip
Detroit, Michigan 48226

Phone
313.223.7171

Fax
313.223.9008

Email
m42325@att.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted:
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: January 31, 2014		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

Company executive officers:

Name(s): James Murray
Title(s): President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Michigan Bell Telephone Company d/b/a AT&T Michigan
CONFIDENTIAL INFORMATION

SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the Village of Dexter, and such boundaries are overlaid onto a map with the municipal boundaries of the Village of Dexter.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: See Confidential Attachment B

For All Applications:

**Verification
(Provider)**

I, James Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): James Murray, President

Signature:



Date: January 31, 2014

(Franchising Entity)

Village of Dexter, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

AGENDA 2-24-14
ITEM L-6

VILLAGE OF DEXTER

ddettling@dextermi.gov

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Keough and Council
From: Donna Dettling, Village Manager
Date: February 24, 2014
**Re: Discussion – Agreement for payment in Lieu of M&G Bond for
Dedication of Dexter Crossing Phases 6, 7 & 8**

Council first examined the idea of dedication of Dexter Crossing 5B, 6, 7, and 8 using a modified dedication approach in April 2013. Due to the fact that it has been 10 years since the infrastructure in Phase 5B was installed and the difficulty in obtaining a Maintenance & Guarantee Bond (M&G Bond), Council discussed the idea of accepting Phase 5B as is without an M&G Bond and in September 23, 2013 approved the resolution to dedicate 5B. Council understood that the waiver of obligation to post a bond under these circumstances shall not establish a precedent that will require the village to issue similar waivers with respect to future public dedications of roads, rights-of-ways, road infrastructure or utilities.

Council also discussed the concept that Phases 6, 7, and 8 would be considered for dedication and in place of a MG Bond, Mr. Haeussler would pay the village \$15,000 annually until 90% of the homes are built. At that time Mr. Haeussler asked that the annual payment be calculated based on a pro-ration per phase. Pro-ration of the \$15,000.00 annual fee would be calculated on the lineal feet of road in each phase. The annual fee pro-ration would be established on the date this agreement is accepted and adjusted as each phase reaches 90% using certificates of occupancy as the bench mark. The funds would be used toward road repairs, maintenance, and snow removal.

Peter's Building Co. is preparing the appropriate documents to complete the dedication of Dexter Crossing Phase 6, 7 and 8. It is anticipated that these documents will be ready by the end of February and provided for review by the Village Attorney. Staff is planning to present the dedication request in April 2014 at the soonest.

In the meantime, I have discussed the resolution of the payment in lieu of M&G Bond with Jim Haeussler and Steve Estey, Village Attorney. Mr. Haeussler stopped in to see me on February 6, 2014 and provided the attached update on lots sold/built as well as a proposal for an annual payment arrangement.

Mr. Haeussler proposed a \$10,000 annual payment, payable in installments in June and December starting June 2014. Mr. Haeussler speculated that he would reach 90% sold/built by the end of 2015, which would result in \$20,000 total payment to the village. There would not be a pro-ration per phase, as Mr. Haeussler had suggested last year and we would use the bench mark of certificates of occupancy to demonstrate 90% sold/built. Last year we also discussed that the funds would be used for road repairs, maintenance and snow removal. Staff estimated a half hour of time to run through Phase 6, 7 & 8 during snow operations and that we could spend

anywhere from \$300 to \$900 in costs to clear snow for a mild vs harsh winter. That would leave the remainder of the annual payment for maintenance and repair.

At this time Council needs to consider accepting Mr. Haeussler's proposal, countering his proposal with the original \$15,000 annual payment (with or without terms), possibly consider increasing the percent sold/built to more than 90% or a combination of the two. It will be helpful if Council could agree on the terms, so that I can follow-up with Steve Estey to prepare an agreement that can be presented to Mr. Haeussler and finalized prior to putting forward the dedication of Dexter Crossing 6, 7 & 8, which we're planning to have on the agenda in April.

Staff recommends accepting Mr. Haeussler's \$10,000 annual payment, but increasing the percentage, requiring that 95% of the homes receive certificate of occupancy.

2-6-2014

DEXTER CROSSING
PHASE 6, 7, 8
DEDICATION INFORMATION

SUMMARY OF SALES FOR 2013 - PETERS BUILDING CO. (as of 12-30-2013)

Phase 6 lots 184 - 207 = 24 lots

<u>SOLD</u>	<u>SOLD</u>	<u>VACANT</u>	<u>SOLD UNDER CONSTRUCTION</u>
184	196	195	0
185	197	198	Total 0 - 0%
186	199	202	
187	200	203	
188	201	Total 4 = 17%	
189	204		
190	205		
191	206		
192	207	Summary 20 of 24 = 83%	(as of 12-30-2013)
194	193		
Total 20 = 83%			

Phase 7 lots 208 - 229 = 22 lots

<u>SOLD</u>	<u>SOLD</u>	<u>VACANT</u>	<u>SOLD UNDER CONSTRUCTION</u>
214	223	208	0
217	224	209	Total 0 - 0%
218	225	210	
219	226	211	
220	227	212	
221	228	213	
145	229	215	
222		216	
Total 14 = 64%		Total 8 = 36%	
		Summary 14 of 22 = 64%	(as of 12-30-2013)

Phase 8 lots 230-260 = 31 lots

<u>SOLD</u>	<u>SOLD</u>	<u>SOLD</u>	<u>VACANT</u>	<u>SOLD UNDER CONSTRUCTION</u>
230	250	245	232	
237	251	246	234	231
238	252	256	235	
239	253	254	236	
243	255	240	241	
244	257		242	
247	258		Total 7 = 23%	Total 1 = 3%
248	259			
249	260			
Total 23 = 74%		Summary 23 of 31 = 74%		(as of 12-30-2013)
		Projected 24 of 31 = 78% (as of 6-1-2014)		

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PHASE 6, 7, 8
DEDICATION INFORMATION

Page 2:

Summary - Phases 6, 7 & 8 (with closings as of 12-30-2013)

Phase 6	20 of 24 = 83%	(as of 12-30-2013)
Phase 7	14 of 22 = 64%	(as of 12-30-2013)
Phase 8	23 of 31 = 74%	(as of 12-30-2013)
Totals	Sold 57 of 77 lots = 74%	(as of 12-30-2013)

20 vacant lots remaining out of 77 or 26% left to sell

In order to reach 90% need to sell 13 of the remaining 20 lots

\$7,500.00 - Peters Building cost for easement documentation for 6,7 & 8

Work is in progress with two to three week timeframe remaining

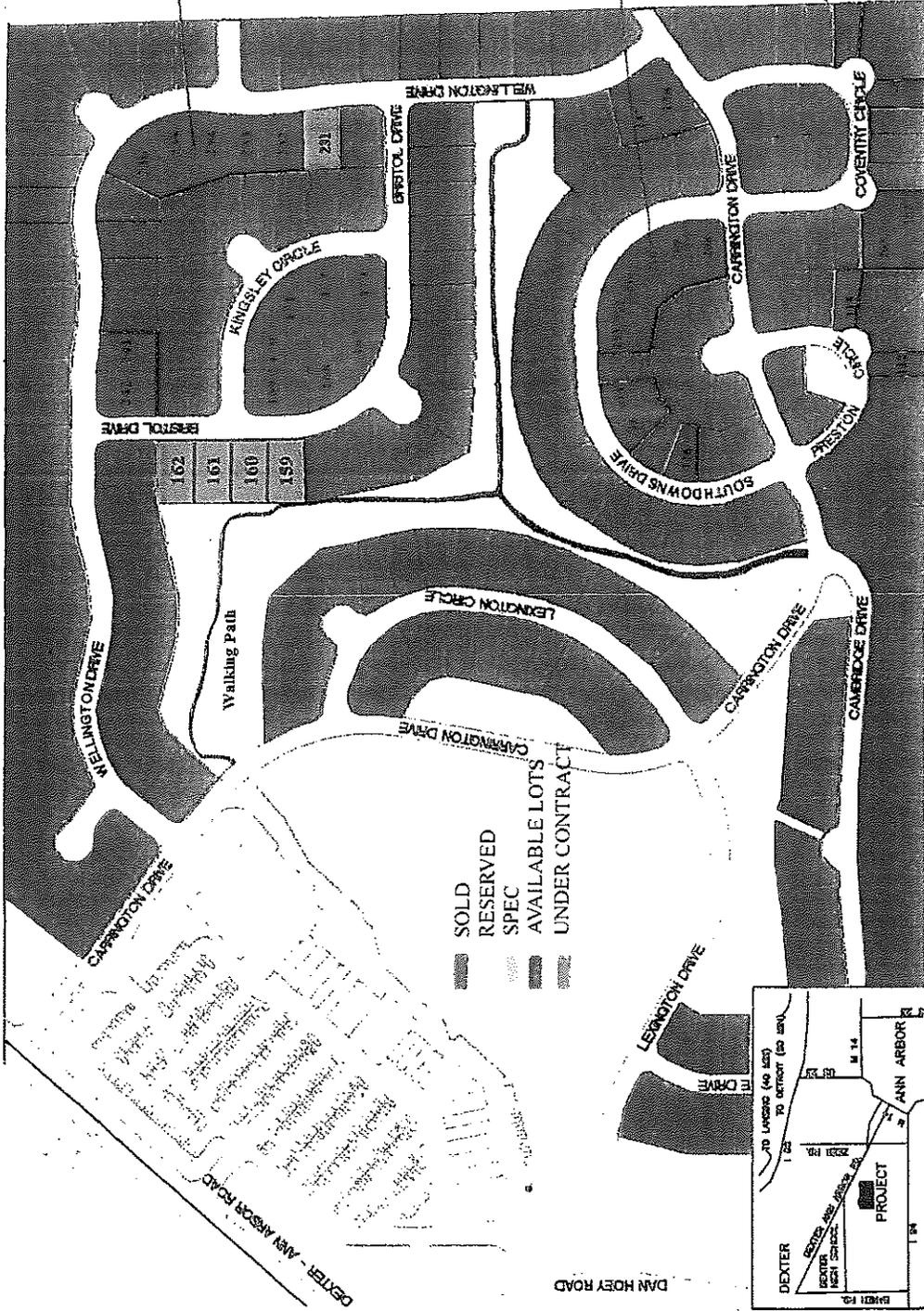
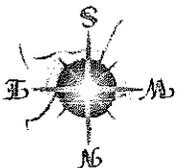
Peters Building to pay the 2013-2014 snow removal costs for 6, 7 & 8

\$10,000.00 - Annual payment amount in lieu of MG Bond

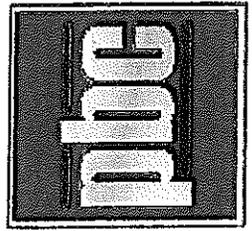
(\$5,000.00 payable in June & December starting June of 2014)

12/15/2013

DEXTER CROSSING



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