

**DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, JULY 28, 2014**

AGENDA 8-11-14  
ITEM 6

**A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The meeting was called to order at 7:37 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; Marie Sherry, Finance director/Treasurer; Michelle Aniol, Community Development Manager; Carol Jones, Village Clerk; Scott Maurer, Assistant Public Services Superintendent; Patrick Droze, Orchard, Hiltz & McCliment; residents and media.

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting – July 14, 2014

Motion Knight; support Tell to approve the minutes of the Regular Council Meeting of July 14, 2014 as presented.

Unanimous voice vote approval.

**D. PREARRANGED PARTICIPATION**

None

**E. APPROVAL OF THE AGENDA**

Motion Fisher; support Knight to approve the agenda with the addition of DPW Progress Report for July 14-20; additional information for I-5, Subcommittee Reports – Road Plan, and drawing of Temporary Broad Street Parking Area at Old DAPCO site.

Unanimous voice vote approval.

**F. PUBLIC HEARINGS**

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

None

## G. NON-ARRANGED PARTICIPATION

None

## H. COMMUNICATIONS:

1. Upcoming Meeting List
2. Sign Calendar

## I. REPORTS

### 1. Finance Director/Treasurer – Marie Sherry

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

- The Quarterly Statement from MERS was distributed to Council.
- FY 2013-2014 ended with revenues slightly over budgeted amounts and expenses slightly under.
- Taxable values on Village property has rebounded and higher than the former peak level of 2007.
- The credit card program for taxes, utilities and fees has been a successful program.
- Because of issues recently, the Village has implemented BS&A payroll software sooner than expected.
- Website – need to reconvene the committee to discuss issues.
- Will have the budget document on the agenda in two weeks for adoption of the final version.

### 2. Assistant Public Services Superintendent – Scott Maurer

Mr. Maurer submits his progress report of the DPW and Water/Sewer per packet.

Mr. Maurer gave the following updates:

- We are maintaining an adequate level in the 5<sup>th</sup> Well.
- Ann Arbor Street – will be shutting down construction prior to Dexter Daze and resume after to finalize the project.
- Central Street will start sometime after Dexter Daze. Do not want to have both streets closed at the same time.
- The water line at Terry B's will be replaced after Dexter Daze at the same time the crosswalks are being done.
- Ferric Tank – one area has been repaired but have found more issues outside the tank.
- Sludge Project – operating well and burning gas. The contractor now is doing the punch list items.
- Question was asked regarding the time sheet in Council's packet and if someone visited the plant would that show up in time spent on the report.

### 3. Community Development Manager – Michelle Aniol

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

- Spoke of two education opportunities for Trustees to attend and that there is some funding available for this.
- ICSC Idea Exchange – gave Dexter an opportunity to talk to people. Developed an informational packet and colorful sign to highlight Dexter at the forum.
- Reported on the following business updates – Met with people looking to open a Sushi Restaurant and possibly another restaurant in Dexter, Edward Jones office (Baker Road) looking to relocate in Verizon space on Main Street, and the Clinic has opened in the Dexter Crossing Commercial Mall.
- Met with Peter Allen, John Evans and Steve Brouwer regarding a development possibility on the Schultz site.
- Temporary Parking – Mr. Droze put together a conceptual drawing for the Old DAPCO space. Need to discuss if engineering standards would be waived for a temporary parking site and also consider ADA requirements, signage, lighting, curb stops, fencing as well as striping in time for Dexter Daze. Discussion followed.

Motion Cousins; support Carson to approve on a temporary basis the paved areas at the north end of the lot (18 and 5 spaces) and those spaces at the south end (approximately 38) to be designated as temporary parking spaces and have the DPW make the area safe with cleanup and signage.

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

Nays: None

Motion carries

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

None

#### 5. Subcommittee Reports

##### *Facilities*

- Looking for the feedback from the architect regarding the interviews done on Wednesday morning with Fire Department personnel.

##### *Road Plan*

- A letter has been sent to Cushing Court residents regarding a proposed meeting on August 6 to discuss changes in the court paved area.
- The crack seal bid is back and are now checking references and if the bid meets specs.
- Reviewed the mill and overlay bid advertisement and plan to get this out during the first week in August. Should have the bids back by the second meeting in August.
- The machinery is on order.
- The 45 day referendum regarding the bond ends on August 18.

#### 6. Village Manager Report

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

- Hoping to put something together regarding the sound at the Senior Center and should know something in a few weeks.
- Dedication for 6, 7 and 8 at Dexter Crossings is ready to go and will be on August 11<sup>th</sup> agenda.
- Moving forward with the River Terrace Trail and will have more on the 11<sup>th</sup>.
- The tap fee evaluation review from the Utility Committee meeting was discussed.

Ms. Nicholls reported on the following:

- Looking into posting signage in Mill Creek Park about Phase 2.

Paul Cousins reported on the following:

- Plein Art – reviewed the planned activities for the event and the opportunity to meet the artists.

#### 7. President's Report

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

- Thanked Mrs. Dettling for her service to the community and wished her well in her new job in Ohio.

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

1. Consideration of: Bills and Payroll in the amount of \$189,845.74
2. Consideration of: Park Use Permit for Paint Dexter Plein Air Festival - August 11 – 16, 2014

Motion Fisher; support Tell to approve items 1 and 2 of the Consent Agenda.

Unanimous voice vote approval.

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

1. Discussion of: Incorporation as a City - Next Steps

Nothing new to report at this time.

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

1. Consideration of: Additional Water Main work on Ann Arbor Street in the amount of \$52,800

Motion Cousins; support Tell to approve the additional water main work on Ann Arbor Street in the amount of \$52,800 with the funds to come from the water fund reserves.

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

Nays: None

Motion carries

2. Consideration of: Recommendation to purchase vehicles for Water/Sewer Department and the DPW

Motion Cousins; support Knight to purchase a 2015 GMC Sierra 2500 HD Pickup for the Water and Sewer Department including a snow plow option for the amount of \$35,024.70 and a 2015 GMC 3500 HD Cab and Chassis with a Monroe Dump package in the amount of \$36,550.00

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

Nays: None

Motion carries

3. Consideration of: Recommendation to renew the lease of 8050 Main Street for 2 years with Scott Thomas of Hotel Hickman

Motion Fisher; support Carson to approve the renewal of the lease at 8050 Main Street for 2 years with Scott Tomas of Hotel Hickman and hold the monthly rental rate at \$625 for the 2 year lease period.

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

Nays: None

Motion carries

4. Consideration of: \$2500 for the Residential Target Market Analysis Grant

Motion Cousins; support Fisher to approve \$2500 for the Residential Target Market Analysis Grant

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

Nays: None

Motion carries

5. Consideration of: Purchase, Installation and Programming of Variable Frequency Drives for Hose Pumps at the Wastewater Treatment Plant by UIS for a Not to Exceed Amount of \$16,761

Motion Carson; support Knight to approve the purchase, installation and programming of variable frequency drives for hose pumps at the Wastewater Treatment Plant from UIS in an amount not to exceed \$16,671.00.

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

Nays: None

Motion carries

6. Consideration of: Use of Reserves from FY 13-14 Budget

Motion Carson; support Fisher to use the reserves from the FY 13-14 Budget as follows: 50% to MERS, 25% to the retiree health care trust fund, and 25% to the restricted facility fund.

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

Nays: None

Motion carries

7. Consideration of: Next Steps related to naming an Acting Village Manager

Motion Carson; support Tell to name Courtney Nicholls as Interim Village Manager on a month to month basis; and to authorize the Village President to establish a committee to negotiate a contract with the Interim Village manager and bring back a recommendation to the Village Council.

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

Nays: None

Motion carries

Motion Carson; support Tell to amend the above motion to include the effective date of the appointment of Ms. Nicholls at the close of business on Friday, August 1, 2014.

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

Nays: None

Motion carries

**M. COUNCIL COMMENTS**

Cousins	Heard today that Loreen has negotiated with a new restaurant to go into the Main Street space. Thanked Mrs. Dettling for her leadership in the Village and for her being a friend.
Fisher	Thanked Mrs. Dettling.
Semifero	Mentioned that the kiosk has a sign that has fallen down and will be gone for the next meeting.
Jones	The Ann Arbor Street road work is better than Sesame Street for my grand babies; all are invited to St. Andrew's Annual Ice Cream Social; and I will miss Mrs. Dettling.
Knight	Have enjoyed working with Mrs. Dettling over the past two years on Council and will also be gone for the next meeting.
Tell	Thanks Mrs. Dettling for her work with the Village. Based on her leadership have earned a lot.
Carson	Thanked Mrs. Dettling.

**N. NON-ARRANGED PARTICIPATION**

None

**O. ADJOURNMENT**

Motion Cousins; support Knight to adjourn at 9:20 PM.

Unanimous voice vote approval

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

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



DEXTER VILLAGE COUNCIL  
WORK SESSION – VILLAGE MANAGER TRANSITION  
MONDAY, JULY 28, 2014

AGENDA 8-11-14  
ITEM C-2

**A. CALL TO ORDER**

The meeting was called to order at 6:15 PM by President Keough at the Dexter Senior Center at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

**B. ROLL CALL:** President Keough

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

Also attending: Assistant Village Manager, Courtney Nicholls; Treasurer/Financial Director, Marie Sherry; Community Development Manager, Michelle Aniol; Council Clerk, Carol Jones; Assistant Public Services Superintendent, Scott Maurer; and media.

**C. DISCUSSION – VILLAGE MANAGER:**

Discussion included the next step process:

1. Short Term – appoint an acting Village Manager. Need to have a contract, set pay and expectations
2. Long Term – first step is to look within by posting the job opening internally
3. Set a committee to negotiate the interim manager contract
4. Have a work session on August 11 to continue discussion of the process of filling the job permanently.

**D. ADJOURNMENT**

Adjourned at 7:31 PM

Respectfully submitted,  
Carol J. Jones  
Clerk, Village of Dexter

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



# 2014 Meeting Calendar

Board	Date	Time	Location	Website	Village Representative
City Charter Commission	8/7/2014	6:00 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
Dexter Area Historical Society Board	8/7/2014	7:00 p.m.	Gordon Hall	<a href="http://www.dextermuseum.org/">http://www.dextermuseum.org/</a>	
Gateway Initiative (Big 400)	8/8/2014	9:30 a.m.	Waterloo Recreation Area		Paul Cousins, Carol Jones
Dexter Village Council Work Session	8/11/2014	6:00 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
Dexter Village Council	8/11/2014	7:30 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
5H - Dexter Coalition	8/12/2014	5:30 p.m.	Dexter Wellness Center		Paul Cousins, Donna Dettling
Scio Township Board	8/12/2014	7:00 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	
Chelsea Area Planning Team/Dexter Area Regional Team	8/13/2014	7:00 p.m.	Webster Township Hall	<a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>	Jim Carson
Dexter Area Chamber of Commerce	8/13/2014	8:15 a.m.	Copeland Board Room	<a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>	Julie Knight
Dexter Township Board	8/19/2014	7:00 p.m.	Dexter Township Hall	<a href="http://www.twp-dexter.org/">http://www.twp-dexter.org/</a>	
Dexter Village Parks Commission	8/19/2014	7:00 p.m.	Village Offices	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Donna Fisher
Webster Township Board	8/19/2014	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Dexter Downtown Development Authority	8/20/2014	7:30 a.m.	Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Shawn Keough
Washtenaw Area Transportation Study-Policy	8/20/2014	9:30 a.m.	Scio Township Hall	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Jim Carson
Dexter Area Fire Board	8/21/2014	6:00 p.m.	Dexter Township Hall	<a href="http://dexterareafire.org/">http://dexterareafire.org/</a>	Ray Tell/Jim Seta
Dexter Village Council	8/25/2014	7:30 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
Scio Township Board	8/26/2014	7:00 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	
Western Washtenaw Area Value Express	8/26/2014	8:15 a.m.	Chelsea Community Hospital	<a href="http://www.ridethewavebus.org/">http://www.ridethewavebus.org/</a>	Jim Carson
Dexter Village Arts, Culture & Heritage Committee	9/2/2014	7:00 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Paul Cousins
Dexter Village Planning Commission	9/2/2014	7:30 p.m.	Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Joe Semifero
Washtenaw Area Transportation Study-Technical	9/3/2014	9:30 a.m.	Road Commission Offices	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Rhett Gronvevelt
Dexter Area Historical Society Board	9/4/2014	7:00 p.m.	Dexter Area Historical Museum	<a href="http://www.dextermuseum.org/">http://www.dextermuseum.org/</a>	
Dexter District Library Board	9/8/2014	7:00 p.m.	Dexter District Library	<a href="http://www.dexter.lib.mi.us/">http://www.dexter.lib.mi.us/</a>	Pat Cousins
Dexter Village Council	9/8/2014	7:30 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
5H - Dexter Coalition	9/9/2014	5:30 p.m.	Dexter Wellness Center		Paul Cousins, Donna Dettling
Scio Township Board	9/9/2014	7:00 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	
Chelsea Area Planning Team/Dexter Area Regional Team	9/10/2014	7:00 p.m.	Scio Township Hall	<a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>	Jim Carson
Dexter Area Chamber of Commerce	9/10/2014	8:15 a.m.	Copeland Board Room	<a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>	Julie Knight
Gateway Initiative (Big 400)	9/12/2014	9:30 a.m.	Waterloo Recreation Area		Paul Cousins, Carol Jones

AGENDA 8-11-14  
M-1

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



2014 Sign Calendar

AGENDA  
8-11-14  
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	Dexter Senior/ice Cream Soc.	6/1-6/8	5-18 X 24	3/31/2014	1,2,4,5,44
	St. Andrews-ABC Blood Drive	1/22-1/6/14	2-28" X 22"	1/22/2013	8	Yr. Anniversary	5/21-6/2	5-18 X 24	5/21/2014	1,5,10,44,50
	Dexter High School-Crazy for You	1/25-2/9	3-18X24/1-2X4, 1-3x5	1/6/2014	1,2,4,5,44	Boy Scouts-rummage troupes	6/16-6/21	2 - 4'x4'x5'	6/30/2014	1 and 44
	K of C-Quarter Mainie	1/15-1/23	5-18" X 24"	1/15/2014	21 & 36	Dexter Soccer-Tryouts	6/2-6/16	5-18 X 24	6/30/2014	1,2,4,5,10
	Mill Creek-Red Cross Blood Drive	1/13-1/23	2-18" X 24"	1/15/2014	8	Dexter Well Coalition-Yoga	6/4-6/18	5-18 X 24	6/4/2014	1,2,4,5,44
	St. Andrews-Monthly dinners	1/31-2/6	1-2X3"	1/6/2014	8	Amer. Cancer-Relay for Life	6/1-6/14	5-18 X 24	6/1/2014	1,2,4,10,44
	Dexter Senior Ctr-Winter Market	2/6 & 2/23	3-18X24 / 2-2X4	11/22/2013	1,2,4,5,44	Dexter Comm. Players	6/20-6/29	5-18 X 24	6/4/2014	1,2,4,5,44
	Dexter Community Orchestra-Concert	2/9 & 2/23	2-4" X 3"	10/3/2013	5 & 9	Parade of Homes	6/20-6/22	2-18 X 24	6/19/2014	1,44
	Dexter High School-Crazy for You	1/25-2/9	2X4, 1-3x5	1/6/2014	1,2,4,5,44	St. Andrews-Blood Drive	07/10-07/21	2-28" X 22"	1/6/2014	8 & 22
	St. Andrews-Monthly dinners	1/31-2/6 & 2/28-3/6	1-2X3"	1/6/2014	8	Dexter Wellness Walk-Move Mon	7/1-7/13	45430	3/6/2014	1,2,4,5,44
March	Dexter Senior Ctr-Winter Market	3/6 & 3/22	3-18X24 / 2-2X4	11/22/2013	1,2,4,5,44	Dexter Well Coalition-Yoga	7/1-7/14	5-18 X 24	5/4/2014	1,2,4,5,44
	Community Band - Concert	2/17-3/2	1-18" X 24"	11/1/2013	1,3,5	St. James-Dezaze Chick BBQ	7/31-8/9	2-2" X 2"	8/16/2014	1 & 4
	St. Andrews-Monthly dinners	2/28-3/6 & 3/28-4/3	1-2X3"	1/6/2014	8	St. James-Ice Cream Social	7/31-8/7	5-18 X 24	7/2/2014	1,2,4,5,44
	Dexter Historical Soc-Artisan Fair	3/8-3/22	5-18X24	2/18/2014	1,2,4,5,44	Dexter Youth Football-Regist.	7/15-7/30	5-18 X 24	7/14/2014	1,2,4,5,10
	Dexter Wellness Walk-Move More	3/3-3/9	5-18"X24"	3/6/2014	1,2,4,5,44	Dexter Touchdown club-Golf	7/20-8/3	5-18 X 24	7/14/2014	1,2,4,5,10
	Dexter K of C-Quarter Mainie	3/17-3/27	5-18"X24"	3/17/2014	1,2,4,5,10	Hurricanes Fast Pitch-Softball	7/25-8/7	2-18 X 24	7/25/2014	1 & 10
	Dexter Community Schools-ArtWalk	4/21-5/5/14	5-18 X 24	12/11/2013	1,2,4,44,10	Dexter Wellness Walk-Move Mon	8/4-8/10	45430	3/6/2014	1,2,4,5,44
	Dexter Senior Ctr-Winter Market	4/5 & 4/19	2-2X4"	11/22/2013	1,2,4,5,44	Dexter Wellness Coalition-Yoga	8/1-8/14	5-18 X 24	6/4/2014	1,2,4,5,44
	Dexter Community Orchestra-Concert	4/27/14	2-4" X 3"	10/3/2013	5 & 9	Dexter Daze-Summer Fest.	7/25-8/9	3-18 X 24	6/5/2014	2,5,44
	St. Andrews-Blood Drive	4/10-4/21	2-28" X 22"	1/6/2014	8 & 22	Friends of Library-booksale	8/7-8/9	5-18 X 24	6/25/2014	1 & 4
April	St. Andrews-Monthly dinners	3/28-4/3 & 4/25-5/1	1-2X3"	1/6/2014	8	Humbanes Fast Pitch-Softball	7/25-8/7	2-18 X 24	7/25/2014	1 & 10
	Dexter Wellness Walk-Move More	4/7-4/13	5-18"X24"	3/6/2014	1,2,4,5,44	Humane Soc./pet adoption	8/6-8/9	2-18 X 24	8/4/2014	1 & 2
	Peace Lutheran-Easter Egg Hunt	3/29-4/12	1 2X3"	3/29/2014	1	Dexter Museum/Quilt Sale	8/4-8/16	1-18X24, 2-2X3	8/4/2014	1,40,44
	Connexions Church Service Times	4/19-5/4	5-18"X24", 1-3X4 and 1-5X3	3/29/2014	1,4,5,44,10	St. Andrews-Blood Drive	9/19-9/23	2-28" X 22"	1/6/2014	8 & 22
	Dexter Drama Club-A Midsummer Night	4/19-5/4	5-18 X 24	3/29/2014	2,4,5,44	St. Andrews-Monthly dinners	8/28-9/4 & 9/26-10/2	1-2X3"	1/6/2014	8
	Dexter Community Schools-ArtWalk	4/21-5/5/14	2-2" X 4"	12/11/2013	1,2,4,44,10	Dexter Wellness Walk-Move Mon	9/8-9/14	45430	3/6/2014	1,2,4,5,44
	Community Band - Concert	4/21-5/4	18" X 24"	11/1/2013	1,3,5	Dexter United Methodist Rummal	9/17-9/27	2-24"X35" and 2-18"X24"	4/4/2014	1,5,10,44
	St. Andrews-Monthly dinners	4/25-5/1	1-2X3"	1/6/2014	8	St. Andrews-Monthly dinners	0	1-2X3"	1/6/2014	8
	Dexter Wellness Walk-Move More	5/5-5/11	5-18"X24"	3/6/2014	1,2,4,5,44	Dexter Wellness-Monthly dinners	10/6-10/12	45430	3/6/2014	1,2,4,5,44
	Dexter Lions Club/White Cane	5/23-5/24	5-2 X 3"	4/24/2014	sale locations	Friends of Library-booksale	10/2-10/5	5-18 X 24	6/25/2014	1 & 4
St. Joe's Plant Sale	5/5-5/18	5-18 X 24	5/5/2014	1,2,4,5,10	Dexter Wellness Walk-Move Mon	10/30-11/2	45430	3/6/2014	1,2,4,5,44	
Dexter Lacrosse Assoc.	5/16-5/22	5-18 X 24	5/16/2014	1,2,5,10,44	Friends of Library-booksale	11/28-12/4	5-18 X 24	6/25/2014	1 & 4	
Red Cross Blood Drive-Loy	5/22-5/28	5-18 X 24	5/22/2014	1,2,5,44,10	St. Andrews-Monthly dinners	12/8-12/14	45430	3/6/2014	1,2,4,5,44	
Dexter Wellness Walk-Move More	6/9-6/15	5-18"X24"	3/6/2014	1,2,4,5,44	Friends of Library-booksale	12/4-12/7	5-18 X 24	6/25/2014	1 & 4	
St. Joe's Flea Market	6/26-7/10	3x3	4/24/2014	1,4,5,10,43	St. Andrews-Monthly dinners	11/28-12/4	1-2X3"	1/6/2014	8	
Annual Family Fun Day	6/8-6/22	5-18 X 24	5/12/2014	1,2,4,5,10	Dexter Wellness Walk-Move Mon	12/8-12/14	45430	3/6/2014	1,2,4,5,44	
St. Andrews-Rummage sale	6/6-6/14	2x3	5/20/2014	1,2,4,5,10	Friends of Library-booksale	12/4-12/7	5-18 X 24	6/25/2014	1 & 4	
<p>Location Listing: 1 - Baker/Inverness, 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, 26 - Warrior Creek Park Drive, 27 - Dexter Flowers, 28 - Terry Sts, 29-7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wyile, 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 Ann Arbor, 49-Park entrance @ Farmers Mkt and Library, 50-2810 Baker/Dexter Wellness entrance</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 8-11-14  
ITEM I-6

**Public Services Department**

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

8140 Main Street Dexter, MI 48130-1092

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

**MEMO**

**To: President Keough and Council**  
**From: Dan Schlaff, Public Services Superintendent**  
**Date: August 6, 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:

7/21/2014 to 7/27/2014

7/28/2014 to 8/3/2014

Please contact me, if you have any questions.



Utilities progress reports	7/21/2014	7/27/2014	7/Days		
sewer maintenance	6				
water maintenance	9				
mxu's, Wire	3				
new meters	3				
Turned water on/off	2				
liftstations, Reads, Floats	4				
miss digs	12				
Read water meters					
Hosing WWTP	1				
backwash filter building	3				
final reads/beginning reads	4				
arsonic samples					
Morning Rounds WTP	5				
Morning Rounds WWTP	5				
Activated sludge settling test					
Transfer Ferric	3				
Replaced bearings blower #1	2				
Weekend Operation & Lab	2				
Bisulfite delivery	1				
5th well annual grease,oil					
Flushed primary scum beaches					
Chem Cleaned sand filters	1 #2, #1				

7/21/2014	7/27/2014	7/Days		
Handed out water shut off notices				
Filled oiler, greased screw pumps	4			
Unplugged ras pump				
Chlorine delivery				
Clear bar screen	2			
Decanting from secondary digester				
Mixing primary digester for TAVA sample	3			
Paint Hydrants	65			
Pumped scum pit WWTP	2			
Preventative maintenance hot water heater WWTP				
Open iron pond drain	3			
Pump, Flushed E.Q				
Add 3lb polymer aeration tank				
Chem feed pumps WWTP				
NUBCO WATER READS	2	Meter # 71307627 Read	67	
		Meter # 71756943 Read	3419	
Changed A/C filters				
Mop clean WTP, 5 th well	1			
Mixing chamber WWTP				
Activated sludge samples	3			
Sludge judge clarifiers	7			
Alternate outdoor, indoor screw pumps	3			
Changed Cl2 Pump Hose 5TH				

Utilities progress reports	7/21/2014	7/27/2014	7/Days		
Well					
Metro Sewer Vac-Truck					
Clarifier drives maintenance					
Primary clarifier sludge samples	5				
Rebuild sand filter WWTP					
Cleaned filter building					
Investigate sewer backup					
5TH WELL	1	25' 5"			
DO reads activated sludge tank	5				
<b>WATER DUTY SHEETS</b>	<b>DRINKING WATER LAB 7 DAYS PER WEEK.</b>				
	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	Montly bacteriological testing			

Waste Water Lab Progress Reports	7/21/2014	7/27/2014	7/Days		
<b>WASTE WATER DUTY SHEETS</b>		<b>WASTE WATER LAB 7 DAYS PER WEEK.</b>			
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	Settlability		7-Days Per Week		
8	MSSS AT RAS		7-Days Per Week		
9	Wasting rates		7-Days Per Week		
	<b>Daily Composite Lab:</b>				
1	Dates:		7/21/2014	2/27/2014	
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		
	<b>Sludge Lab:</b>				
1	PH		7-Days Per Week		
2	Total Solids %		7-Days Per Week		
3	Alkalinity		7-Days Per Week		
	<b>Paragon Sampling:</b>				
1	Copper		1-Day Per Week		
2					
	<b>WASTE WATER REPORTING:</b>				
1	EDMR Submitted		State Every Month.		
	<b>QA/QC:</b>				
1	Log Sheets		One Per Week		
	<b>ORDER SUPPLIES:</b>				
1	DO caps, PPD reagent.				
	<b>ORDER CHEMICALS:</b>				
1					
2					
	<b>IPP:</b>				
1	Alpha Metal				
2	Reports				
3	Other				



APRINTES PROGRESS REPORTS	7/28/2014	8/3/2014	7/Days		
Sewer maintenance	8				
Water maintenance	5				
MXU's, Wire	7				
New meters	3				
Turned water on/off					
Liftstations, Reads, Floats	4	Vac - truck Dexter Crossing, Westridge.			
Miss Digs	15				
Safty audit F & V	2				
Hosing WWTP	2				
Backwash filter building	3	55,000 gal			
Final reads/Beginning reads	7				
Arsenic samples	1				
Morning rounds WTP	5				
Morning rounds WWTP	5				
Activated sludge settling test					
Transfer ferric	2				
Transferred sludge from primary to secondary					
Weekend Operation & Lab	2				
Bisulfite delivery					
5th Well annual grease and oil					
Flushed primary scum beaches					
Chem cleaned sand filters	4	#1, Repaired back wash valves all three cells.			

ACTIVITIES PROGRESS IN WORKS	7/28/2014	8/3/2014	7/Days		
Handed out water shut off notices					
Filled oiler, greased screw pumps					
Unplugged ras pump	1				
Chlorine delivery	1				
Clear bar screen	2				
Decanting from secondary digester					
Mixing primary digester for TAVA sample					
Paint Hydrants	4				
Pumped scum pit WWTP	2				
Preventative maintenance hot water heater WWTP					
Open iron pond drain	3				
Pump, Flushed E.Q	1				
Add 3lb polymer aeration tank					
Chem feed pumps WWTP					
NUBCO WATER READS	2	Meter # 71307627 Read	69		
		Meter # 71756943 Read	3450		
Changed A/C filters					
Mop clean WTP, 5 th well					
Mixing chamber WWTP					
Activated sludge samples	4				
Sludge judge clarifiers	7				
Alternate outdoor, indoor screw pumps	3				
Changed Cl2 Pump Hose 5TH					

ACTIVITIES PROGRESS REPORTS	7/28/2014	8/3/2014	7/Days		
Well					
Metro Sewer Vac-Truck					
Clarifier drives maintenance					
Primary clarifier sludge samples	5				
Rebuild sand filter WWTP					
Cleaned filter building					
Investigate sewer backup					
5TH WELL	1	30' 3"			
DO reads activated sludge tank	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	Montly bacteriological testing			

UTILITIES PROGRESS REPORTS	7/28/2014	8/3/2014	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	Settlabililty		7-Days Per Week		
8	MSSS AT RAS		7-Days Per Week		
9	Wasting rates		7-Days Per Week		
	Daily Composite Lab:				
1	Dates:		7/28/2014	7/20/2014	
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					
	WASTE WATER REPORTING:				
1	EDMR Submitted		State Every Month.		
	QA/QC:				
1	Log Sheets		One Per Week		
	ORDER SUPPLIES:				
1	NCL, Iron reagents.				
	ORDER CHEMICALS:				
1					
2					
	IPP:				
1	Alpha Metal				
2	Reports				
3	Other				

CARLINS PROGRESS REPORTS	7/28/2014	8/3/2014	7/Days		
	IPP:				
1	NUBC				
2	Reports				
3	Other:				
	Miscellaneous:				
1	Replaced Dan's computer.				
2	Trained BOB on how to balance aeration tanks.				
3	Changed batteries on thermometer.				
4	Marked sludge valves.				
5	Sent reports to Jeff Surfus.				
6	Trained BOB rounds, sludge, alkalinity.				
7	Trained BOB daily lab.				
	Total Work Orders		278		

7/21/2014	7/27/2014	7-Days	
Leaf Pick-Up			
Chip Brush	1 8 hours.		
Patch Roads	2 3.5 hours.		
Repair Shoulders			
Grade Shoulder			
Storm Sewer Repair			
Street Sign	1 2 hours.		
Road Repair	1 2 hours.		
Trim Trees,Cut Down	1 4 hours		
Clean Ditch			
Repair manhole			
Kubota Gator			
Maintain/Inspect Playgrounds			
Worked on board walk			
Street Sweeping	1 5 hours.		
Clean Downtown	3 4.5 hours each.		
Farmers Market			
Monthly Engine Hours			
Storm Water Inspection			
Sprinkler System Maintenance			
Removed Traffic counters			

DDW Progress Report	7/21/2014	7/27/2014	7-Days	
Emptying Street Sweeper into Dumpster				
Ground stumps	1	4.5 hours.		
Miss Diggs	20	8 hours.		
Parks	3	Painted rails mill creek. 9 hours.		
Repair sign				
Maintenance on sweeper				
Working On Leaf Machine				
Traffic Signals				
Clock Downtown				
Put up, Take Down Banners	2	2 hours.		
Radar Sign				
Maintenace GMC Truck	1	2.5 hours. Front light assembly.		
Compost Bags	2	2 hours.		
Water flowers				
Office Towels, T.P				
Dug trench Forest				
Inspection of street painting				
Maintenance push mowers	1	1 hour.		
Cleaned area where stumps were ground down	3	4 hours each.		
Maintenance International Dump Truck				
Suppliers graffiti removal				

DPW Progress Report	7/21/2014	7/27/2014	7-Days
Bobcat maintenance			
Maintenance 1 ton truck	2	1.5 hours.	
Clean Office, Break Room	2	2 hours each.	
Street committee meeting			
SWPP reports			
PIPP reports			
Changed oil chipper, filters, greased. Replaced blades	2	Worked on turn signals, hazard lights. 4 hours.	
Cleaned work area			
Worked on alley's			
Block off parking spots			
Cleaned inside work trucks			
Rebuilt storm grate			
Meeting with Gino trees			
Pre-inspection bucket truck	1	30 min	
Pre-inspection 1 ton trucks	1	30 min	
Pre-inspection GMC truck		30 min	
Pre-inspection International truck	1	30 min	
Pre-inspection front end loader	1	30 min	
Pre-inspection Case backhoe	1	30 min	
Pre-inspection Bobcat	1	30 min	
Monthly Crane Inspection		30 min	

PAW Progress Report	7/21/2014	7/27/2014	7-Days	
Sidewalk,street painting forms				
Water flowers				
New hydro line.				
Work orders summer help		1 1.5 hours.		
Working with LED contractor				
Backhoe maintenance				
Bills payroll				
Replaced sweeper dumpster				
Change photo cell				
Quarterly engine hours				
Washed pick up truck		1 30 min.		
Washed 1 ton truck		1 30 min.		
Worked on update storm water maps.				
Inspection retention ponds				
Boullion sales				
Water bags on trees		2 4 hours each.		
Cleaned holes in retention pond drain Dexter crossing				
Worked on carbon edger				
Barracades		2 1 hour.		
Sharpen chain saws				
Worked on weed eaters				

	7/21/2014	7/27/2014	7-Days	
DPW miscellaneous items				
Checked, clean storm drains				
Power washed equipment	1	1.5 hours.		
Sprayed roundup	1	3 hours.		
Lawn mowing	4	55.5 hours.		
Working on new DPW storage area	1	16 hours.		
Trash down town	2	2.5 hours.		
Morning reads	2	10 hours.		
Arsenic testing	1	1 hour.		
Plumbing fittings 5th well	2	4 hours.		
Shut off water	2	1 hour.		
Pushed up wood chips	1	1 hour.		
Total work hours	245			
Total hours worked	197.5			
Total work orders	80			

QAW Project Report	7/28/2014	8/3/2014	7-Days	
Leaf Pick-Up				
Chip Brush		6 42 hours.		
Patch Roads		2 3 hours each.		
Repair Shoulders		1 12 hours.		
Grade Shoulder				
Storm Sewer Repair				
Street Sign		2 2 hours each.		
Road Repair		2 2 hours each. Edison street.		
Trim Trees,Cut Down		3 21.5 hours each.		
Clean Ditch				
Repair manhole				
Kubota Gator				
Maintain/Inspect Playgrounds				
Worked on board walk		1 3 hours. Painting rails.		
Street Sweeping		1 3 hours.		
Clean Downtown				
Farmers Market				
Monthly Engine Hours				
Storm Water Inspection				
Sprinkler System Maintenance		2 6 hours each.		
Removed Traffic counters				

DWV Progress Report	7/28/2014	8/3/2014	7-Days	
Emptying Street Sweeper into Dumpster				
Ground stumps				
Miss Diggs				
Parks		2 2 hours each. Monument park.		
Repair sign				
Maintenance on sweeper				
Working On Leaf Machine				
Traffic Signals				
Clock Downtown				
Put up, Take Down Banners		2 2 hours.		
Radar Sign		2 1 each.		
Maintenace GMC Truck				
Compost Bags				
Water flowers				
Office Towels, T.P				
Dug trench Forest				
Inspection of street painting				
Maintenance push mowers				
Cleaned area where stumps were ground down				
Maintenance International Dump Truck				
Suppliers graffiti removal				

DPW Progress Report	7/28/2014	8/3/2014	7-Days
Bobcat maintenance			
Maintenance 1 ton truck	2	5 hours each.	
Clean Office, Break Room	2	2 hours.	
Street committee meeting			
SWPP reports			
PIPP reports			
Changed oil chipper, filters, greased. Replaced blades			
Cleaned work area	2	3 hours each.	
Worked on alley's			
Block off parking spots			
Cleaned inside work trucks			
Rebuilt storm grate			
Meeting with Gino trees			
Pre-inspection bucket truck	1	30 min	
Pre-inspection 1 ton trucks	1	30 min	
Pre-inspection GMC truck		30 min	
Pre-inspection International truck		30 min	
Pre-inspection front end loader	1	30 min	
Pre-inspection Case backhoe	1	30 min	
Pre-inspection Bobcat	1	30 min	
Monthly Crane Inspection		30 min	

DPW Projects Report	7/28/2014	8/3/2014	7-Days	
Sidewalk,street painting forms				
Water flowers				
New hydro line				
Work orders summer help				
Working with LED contractor				
Backhoe maintenance				
Bills payroll				
Replaced sweeper dumpster				
Change photo cell				
Quarterly engine hours				
Washed pick up truck				
Washed 1 ton truck				
Worked on update storm water maps.				
Inspection retention ponds				
Boullion sales				
Water bags on trees				
Cleaned holes in retention pond drain Dexter crossing				
Worked on carbon edger				
Barracades				
Sharpen chain saws				
Worked on weed eaters				

DPW PROJECTS/REPORT	7/28/2014	8/3/2014	7-Days	
DPW miscellaneous items				
Checked, clean storm drains	2	3 hours each.		
Power washed equipment				
Sprayed round-up				
Lawn mowing	3	36.5 hours.		
Working on new DPW storage area	1	2.5 hours.		
Trash down town	3	3 hours.		
Morning reads	2	10 hours.		
Arsenic testing				
Plumbing fittings 5th well				
Shut off water				
Pushed up wood chips				
Office Comcast	1	1 hour.		
Total work hours in the week	245			
Total hours accounted for	199.5			
Total work orders	62			



**VILLAGE OF DEXTER – COMMUNITY DEVELOPMENT OFFICE**

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

AGENDA 8-11-14  
ITEM I 2

**Memorandum**

**To:** Village Council  
Courtney Nicholls, Assistant Village Manager

**From:** Michelle Aniol, Community Development Manager

**Re:** Report for August 11, 2014 Village Council Meeting

**Date:** August 5, 2014

**Business Development News**

- Staff is scheduled to meet with Comcast officials and discuss ways to help businesses in the Research Park get access to high speed internet service.
- Staff is meeting with Professional Allen and his students, Tom Fitzsimmons and Steve Brouwer on Wednesday, August 6<sup>th</sup> regarding Mill Creek Terrace (150 Jeffords-the Schulz property).
- A.R. Brouwer submitted an Application for Combined Site Plan Review for exterior elevation and general site improvements to MC3's new building at 2555 Bishop Circle West. The Site Plan Review Committee is scheduled to conduct an architectural review of the proposed elevation plan on Wednesday, August 6<sup>th</sup>.
- Northern United Brewing Company submitted an application for site plan review of a proposed sanitary sewer pre-treatment facility at its facility at 2319 Bishop Circle. Plans have been forwarded to Utility Department staff and Fleis and Vandenbrink.
- Dexter Wellness Center submitted an application for Preliminary Zoning Compliance for a 12' x 16' shed.
- Deputy Homes and the Zoning Administrator executed 5 copies of the stamped approved Combined Site Plan for Victoria Condos; Deputy Homes and the Village Manager executed the First Amendment to the Development Agreement; and Deputy Homes deposited \$11,600 for its development review account (\$3,000) and construction escrow account (\$8,600). In addition, Deputy Homes has recorded the following documents:
  - o 3<sup>rd</sup> Amendment to the Master Deed and 2<sup>nd</sup> replat of the subdivision plan for Victoria Condominiums
  - o First Amendment to the Development Agreement.

A pre-construction meeting will be scheduled as soon as Deputy Homes submits the required Performance Bond (\$19,510)

**Legislative Updates**

House Bill 5718 was introduced on July 30, 2014. This bill would amend section 7 of PA 197 of 1975 (the 'DDA Act') as follows:

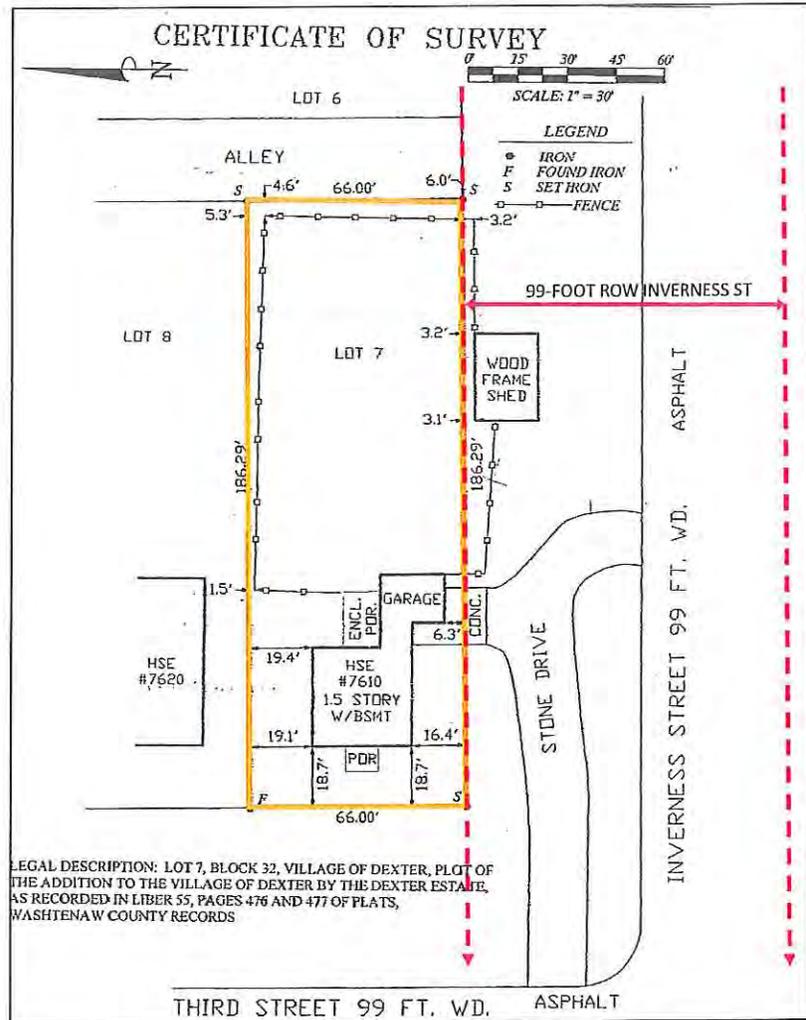
*The Authority shall create, operate and regularly maintain a user friendly website with all authority records and documents including all of the following:*

- (A) Minute of all Board meetings.
- (B) Annual budget.
- (C) Annual budget audits.
- (D) Currently adopted development plans.
- (E) Currently adopted tax increment finance plan.
- (F) List of all Authority sponsored and managed events.
- (G) Authority staff contact information.
- (H) All promotional and marketing materials.
- (I) Amount of tax increment revenues captured for each taxing jurisdiction that levies ad valorem property taxes or specific local taxes within the boundaries of the Authority.

(J) Other documents related to management of the Authority.

**Miscellaneous Updates**

- Staff is currently collecting estimates to remove the wood frame shed located within the Inverness Street ROW, following a request from Mr. and Mrs. Gilbert, 7610 Third Street, to have the Village to remove the shed. As you can see from the image below, the wood frame shed is entirely within the Inverness ROW.



**Village of Dexter  
4<sup>th</sup> Quarter Update 2013-14  
April 1, 2014 through June 30, 2014**

**Redevelopment Ready Communities**

- MEDC conducted kick off presentation at the June 9, 2014 Village Council meeting by summarizing the process, and program expectations and best practices.
- Village Council adopted a Resolution to Participate in the Redevelopment Ready Communities program and agreed to sign a Memorandum of Understanding with the MEDC.
- MEDC has begun the evaluation process.
  - **RRC Baseline Assessment Study:** Administration and staff met with a student from Wayne State University on June 26, 2014.
  - **RRSite Development Feasibility Study:** University of Michigan professor and real estate developer Peter Allen and his students toured downtown, including the DAPCO and Schulz sites on Tuesday, July 8<sup>th</sup>. A presentation of their report is anticipated by mid to late August.

**Downtown Development Authority**

- The DDA and Village Council have each authorized match funds totaling \$5,000 to participate in a joint application for a Residential Target Market Analysis. The Cities of Chelsea and Ypsilanti have agreed to participate. Dexter will take the lead on the grant application and a meeting with the participating communities is currently being scheduled.
- The Edward Jones office at 3140 Baker Road is relocating to 8070 Main Street.
- Demolition of 3045 Broad Street underway and is expected to be completed before Dexter Daze.

**Dexter Crossing – Blackhawk Development/Signature Home Traditions/Deputy Homes**

VICTORIA CONDOMINIUMS

Preliminary Zoning Compliance	0
Final Zoning Compliance	3
Units Not Sold (Total Units)	44 (44)
Single Family Homes Final Zoning Compliance	4

CONDOS

- Planning Commission recommend conditional approval of the Combine Site Plan for Victoria Condominiums at Dexter Crossing on May 5, 2014.

SINGLE FAMILY

- 30 units (lots) remaining.

COMMERCIAL

- ZBA granted a variance to allow 112 sq. ft. of building signage for St. Joseph Mercy Health Systems clinic.

**Dexter Crossing (Phases 6-8) - Peters Building Company**

Preliminary Zoning Compliance	3
Final Zoning Compliance	0
Vacant Lots (Total Lots Phases 6-8 = 76)	30

**West Ridge of Dexter –  
Peters Building Company, Norfolk Development, B & H Properties, Iconolast Homes, Brian Robards, Trowbridge Homes**

Preliminary Zoning Compliance; Iconolast, Norfolk, Peters and others	14
Final Zoning Compliance	5
Units Remaining (sales house)	1
Vacant Lots	7

**Plan Reviews/Approvals**

- Victoria Condominium- Deputy Homes submitted application for combined preliminary and final site plan review. Received conditional approval from Planning Commission on May 5, 2014.
- Village Council approved a rezoning from R-3 Multiple Family to PD Professional Business for 7394 and 7390 Dexter Ann Arbor Road on May 27, 2014. Notice of Adoption was published June 4, 2014. Amendment became effective June 11, 2014.
- Oxford Companies submitted application for Minor Amendment to Area Plan for Dexter Crossing Commercial June 26, 2014.

Page of Dexter th Quarter Activity	1st Qtr. July-Sept	2nd Qtr. Oct-Dec	3rd Qtr. Jan-March	4th Qtr. April-June	13-14 YTD Total	12-13 YTD Total	11-12 YTD Total	10-11 YTD Total	09-10 YTD Total
<b>elim. Zoning Compl. Permits</b>	<b>27</b>	<b>18</b>	<b>14</b>	<b>28</b>	<b>87</b>	<b>80</b>	<b>49</b>	<b>41</b>	<b>65</b>
ew Construction)*	20	6	9	9	44	38	17	6	8
ndominium Units	0	0	0	0	0	0	0	18	39
ommercial/Office)	0	0	2	3	5	2	6	8	8
dditions/Remodels/Build outs))	2	1	0	3	6	15	2	9	20
ccessory structure)	1	1	2	1	5	2	9	2	1
ecks)	4	10	1	12	27	23	15	11	9
<b>val Zoning Compl. Permits</b>	<b>13</b>	<b>16</b>	<b>11</b>	<b>9</b>	<b>49</b>	<b>35</b>	<b>24</b>	<b>46</b>	<b>36</b>
ew Construction)	5	11	10	5	31	23	11	7	8
dditions/Remodels/Build Outs)	1	0	0	0	1	6	5	9	7
ecks)	0	0	0	1	1	1	1	3	7
ccessory structure)	0	1	0	0	1	3	0	1	0
ommercial/Office)	1	3	0	0	4	2	2	11	6
ndominium Units)	6	1	1	3	11	0	14	18	15
TERIOR REMODEL (Prelim./Final)	10	12	6	8	36	29	31		
NCE PERMITS	0	1	0	5	6	9	12		
RMITS/OTHER	<b>71</b>	<b>54</b>	<b>18</b>	<b>32</b>	<b>175</b>				
mporary Uses/Structures	1	0	1	1	3	3	3	4	7
nd Division / Combination	1	0	0	0	1	1	1	0	2
inance Amendments	0	0	0	0	0	2	8	9	9
zoning or Conditional Rezoning	0	0	0	0	0	0	0	0	1
ecial Use Permits	0	2	0	0	2	2	0	0	1
eliminary Site Plan Approvals	0	0	0	0	0	0	1	0	0
al Site Plan Approvals	0	0	0	0	0	0	1	1	0
mbined Site Plan Approvals	1	0	0	0	1	2	1	2	2
JD Area Plan	0	0	1	0	1	1	0	0	0
JD Amendment	0	0	1	1	2	1			
gn Permits	2	9	2	6	19	16	13	11	9
mporary Signs/Sandwich/Use	10	12	11	14	47	41	36	37	32
tdoor Seating Permits	0	0	0	0	0	4	4	11	10
3A Cases) Non-Residential	1	0	1	1	3	4	1	2	2
3A Cases) Residential	0	0	0	1	1	1	1	1	0
riances Granted	0	0	0	2	2	5	2	2	2
molition Permits	1	1	0	0	2	1	6	2	6
ght-of-way permits	22	7	0	2	31	5	10	2	7
rk Use	2	0	0	1	3	13	19	8	15
ime Occupation Permits	0	0	0	0	0	0	0	0	0
edom of Information Requests	0	0	0	0	0	0	2	0	0
orkers & Peddlers Permits	2	0	1	3	6	9	7	6	12
uests for service/Correspondence	0	10	0	0	10	2	11	0	1
ident/Merchant/Business Communic.	28	13	0	0	41	25	24	36	92
<b>enforcement</b>	<b>9</b>	<b>35</b>	<b>17</b>	<b>6</b>	<b>67</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Initial Notice	7	32	17	6	62	95	166	287	156
Second Notice	2	3	0	0	5	2	15	17	9

General Code Amendment : None  
Zoning Ordinance Amendment Pending: Articles 8, Special Land Use and 10, R-1A & B One Family Residential  
Zoning Ordinance Amendments: Amendment to Zoning Map (refer to rezoning)  
Site Plans : Victoria Condominium; Morning Star Day Care Bldg Addition  
Sign Permits: Dexter Wellness Center; Dexter Soccer Club; Red Cross; Dexter Wellness Coalition; Dexter Daze; American Cancer Society; Dexter Community Players; Dexter Boy Scout Troop 477; Friends of the Dexter District Library; Builders and Remodlers Associaton of Greater Ann Arbor; . James Episcopal Church; Terry B's; St. Andrew's United Church of Christ; The Alley; Beacon Dental; CMR Mechanical; Club Canine; Dairy Queen; ie Beer Grotto  
Rezoning: 7394 and 7390 Dexter Ann Arbor Rd, R-3 Multiple Family to PB, Professional Business District  
Special Use Permits: None  
Communication - Scio Twp Notice of Intent to Update Master Plan & Public Hearing regarding Proposed Preliminary PUD; Webster Twp Notice of Intent to Update Master Plan Resolutions/Support : Redevelopment Ready Communities  
Enforcement : 2 Property Maintenance; 1 Outdoor storage, junk and rubbish; 2 Dogs; 1 Yard Waste  
ZBA : 7690 Grand Street; 7061 Dexter Ann Arbor Rd  
PUD Amendment/Modification requests: Dexter Crossing Associates, LLC;

venue - rough	Zoning Compliance Permits:	Site Plan Review Fees:	Total ZCP:	Total SPRF:
rough September 30, 2013	\$3,035	\$3,525	\$7,990	\$9,485
rough December 31, 2013	\$2,205	\$0	\$2,205	\$0
rough March 31, 2014	\$865	\$0	\$865	\$0
rough June 30, 2014	\$1,885	\$5,960	\$7,990	\$9,485





# 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@ewashlenaw.org

MARK A. PTASZEK  
UNDERSHERIFF

AGENDA 8-11-14  
ITEM #3

To: Donna Dettling, Dexter Village Manager  
From: Keith Flores, Sergeant  
Through: Michael Trester, Lieutenant  
Cc: Dieter Heren, Police Services Commander  
Date: August 5<sup>th</sup>, 2014  
Re: July 1<sup>st</sup> through June 31<sup>st</sup> Police Services Monthly Report

During the month of July there were 281 Calls for service (including traffic stops). Deputies conducted 168 traffic stops during which they wrote 55 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. Mark Kirby and Cpl. Pasternak attended their monthly USRT (Underwater search and rescue) training during the month of July.
- Deputy Valentine attended his monthly honor guard training in July.
- All station #3 deputies participated in a yearly online training session covering several topics including: LEOSHA law, firearms, departmental policy/procedure, defensive tactics, firearm range safety, etc. All of this is refresher training and is preparatory for our annual sheriff's office recertification.

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

- On July 2<sup>nd</sup> at approx. 3:00pm a deputy was dispatched to 2000blk of Baker for a larceny complaint. The business discovered that an employee that they terminated on June 19<sup>th</sup> was attempting to use one of their prescription pads in a Jackson County pharmacy. It is unknown when the subject obtained the prescription pad. Investigation ongoing.
- On July 3<sup>rd</sup> at approx. 12pm the deputy was contacted by the victim regarding a fraud complaint. The victim advised that Lowe's contacted him regarding his credit card being used back in late June to purchase a grill in Missouri. After realizing the charge was fraudulent, Lowe's credited his account and reissued the victim a new card. Nothing further.
- On July 6<sup>th</sup> at approx. 6:45pm deputies were sent to 3000blk of Central for a stolen vehicle complaint. Upon arrival, it was discovered that the victim parked her vehicle on the service Road heading to the DPW at approx. 12pm. She left her keys in the wheel well when she left and her wallet on the front seat containing all of credit cards, cell phone and approx. \$700 in cash from tips working the night before. Upon her return at 4:45pm the vehicle was gone. Using I-Cloud we were able to track the vehicle to the area in 7000blk of Zeeb Rd. Surrounding deputies were able to locate the unoccupied vehicle in 8000blk of Zeeb (Webster Twp). Two latent fingerprints were taken from the driver side wheel well where the keys were hidden. There was no further evidence located. Awaiting lab results.
- On July 10<sup>th</sup> at approx. 2pm deputies were dispatched to the 7000blk of Fourth Street for a male taking pictures of a young girl. The caller and her daughter were at a yard sale when they noticed the man taking the picture. Upon arrival, deputies made contact with the suspect and confirmed he indeed was taking pictures of the girl. He also had other pictures of other girls on his phone as well. The suspect was brought back to the station where he was interviewed further. The phone was confiscated. Investigation ongoing.

**Public Safety – Quality Service – Strong Communities**

- On July 12<sup>th</sup> at approx. 9:15pm deputies were dispatched to the 8000blk of Main Street for a MDOP complaint (malicious destruction of property). Sometime around 7pm while the caller's daughter was parking their vehicle, she took the parking spot of another driver and passenger (male and female). Words were exchanged and the middle finger was given from the driver (daughter) to the possible suspects. The female suspect continued to make a scene in the business for approx. 10 minutes. During that time, the male half was gone and the caller could only see the female sitting inside the business. A short time later, the suspects left. After the caller finished dinner, she went outside to discover her tire punctured/flat. Through witness interviews, it is believed we have a positive identity on the male half (suspect). Investigation ongoing.
- On July 19<sup>th</sup> at 2am the deputy observed a vehicle turn from Main Street onto Broad without using a turn signal. A traffic stop was made and upon contact with the driver the deputy could smell a strong odor of alcohol coming from the vehicle along with slow speech and bloodshot eyes. The driver was asked to step from his vehicle to perform field sobriety tests in which he failed all of them. An initial PBT was given with results of .109. The subject was arrested for OWI 3<sup>rd</sup> offense and transported to the WC Jail for further testing.
- On July 21<sup>st</sup> at approx. 12pm a deputy was dispatched to Fifth and Edison for an MDOP complaint. The Belleville resident and caller advised she was confused by all the construction in town. As she approached the intersection another vehicle was approaching so she stopped and began to back up causing the tires to squeal. A construction worker approached her asking what she was doing and told her to get out of there. As she was pulling away, the worker struck her vehicle with his shovel causing damage. Upon interviewing the construction worker, he advised that he accidentally hit the victim's vehicle as she was pulling away. He stated when he made contact with her to find out what she was doing she told him to move or she would hit him. As she was pulling away, he spun around causing the shovel to accidentally hit her vehicle. Case turned over to the prosecutor's office.
- On July 24<sup>th</sup> deputies were dispatched to 400blk of Preston Blvd for a suspicious call. Homeowner advised they left for vacation on July 9<sup>th</sup> returning on July 24<sup>th</sup> to discover vomit in the bathroom and a shoeprint in another room. The house was locked when she left and locked when she returned with no signs of forced entry. The home is alarmed through ADT. There were no alarm calls to this residence during the time she was on vacation. The homeowner was certain she cleaned the residence prior to leaving, so it is uncertain at this time what happened. Homeowner also advised that no one has the code to her alarm or keys to her home.
- On July 27<sup>th</sup> deputy was dispatched to the train bridge (Main and Dexter Chelsea) for a vehicle that struck the bridge. Upon arrival, deputy discovered that the suspect vehicle had struck another vehicle in addition to the bridge. A short time later, dispatch received another call that the suspect vehicle was now in the 1800 blk of Baker. Deputies arrived on scene to discover the suspect vehicle with extensive damage matching that of the damage done earlier. Upon contact with the suspect, she showed obvious signs of intoxication (glassy bloodshot eyes, constricted pupils, etc). When asked why she left the scene after striking the train bridge, she advised she had to go to work on Jackson Ave. After failing four sobriety tests, she was arrested and transported to the jail where blood was taken to test for intoxication levels. A PBT at the jail revealed her intoxication level at .22 (legal limit .08).

Note: The previous day on July 26<sup>th</sup> at approx. 12:15am deputy was dispatched to the dead end of Lakeshore Dr (Dexter Twp) for a person passed out in a vehicle. The caller did not see the sole occupant of the vehicle drive to the location. The occupant was there with the keys on her lap and the ignition turned off. The suspect advised she had been there drinking for at least three hours and denied driving to the location. Suspect was cited for having open alcohol in the vehicle and turned over HVA for transport to the hospital for her intoxication level. This turned out to be the same suspect as the incident listed on July 27<sup>th</sup>.

AGENDA 8-11-14  
ITEM I-5

Manager Report  
August 6, 2014  
Page 1 of 2

**VILLAGE OF DEXTER**

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

8140 Main Street Dexter, MI 48130-1092

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

**MEMO**

**To: President Keough and Council Members**  
**From: Courtney Nicholls, Interim Village Manager**  
**Date: August 6, 2014**  
**Re: Interim Village Manager Report - Meeting of August 11, 2014**

1. Meeting Review:

- July 28<sup>th</sup> – Council Meeting
- July 29<sup>th</sup> – Health & Safety Follow-up
- July 30<sup>th</sup> - Facility Committee Meeting
- July 30<sup>th</sup> – Ann Arbor Street Progress Meeting
- July 30<sup>th</sup> – DIA Painting Installation
- August 5<sup>th</sup> – Interim Village Manager Contract Committee Meeting
- August 5<sup>th</sup> – Arts, Culture & Heritage Committee Meeting

2. Upcoming Meetings:

- August 7<sup>th</sup> – City Charter Commission Meeting
- August 8<sup>th</sup> – Orchard, Hiltz & McCliment Update Meeting
- August 11<sup>th</sup> – Facility Committee
- August 11<sup>th</sup> – Village Council Meeting
- August 11-16 – Paint Dexter Plein Air Festival
- August 17<sup>th</sup> – Ann Arbor Street/Central Street Project Update
- August 19<sup>th</sup> – Parks & Recreation Commission

3. **Referendum Period.** The referendum period for the road bonds ends on August 18, 2014. Attached is the schedule of activities leading up to the receipt of the funds. The next step will be the bond authorizing resolution which can be ready for the August 25, 2014 Council meeting. Staff is looking for feedback on whether Council would like the bond amount to be \$800,000 or \$800,000 plus the approximately \$20,000 in issuance costs.

4. **Project Letters.** Letters were sent to the residents/business owners that will be impacted by the Central Street construction. Letters were also sent to the homes/businesses on the detour routes to inform them about the increased traffic they will see during the anticipated four week road closure.

5. **Beer Grotto Mural.** The Beer Grotto located at 8059 Main has requested to place a mural on the side of their building. The Zoning Ordinance does not regulate the placement of murals so staff has requested that the property owner take the proposed

mural through the Village's art selection process. The proposal will go to the Art Selection Committee and then to Council for final approval.

6. **Safe Routes to School.** Attached is an update from OHM on the Safe Routes to School project.
7. **Plein Air Festival.** The 2<sup>nd</sup> Annual Paint Dexter Plein Air Festival will be held August 11 to 16. The public schedule of events is attached. Council is also invited to the welcome party for the artists on Tuesday, August 12 from 6 pm to 8 pm at Terry B's.

# UMBAUGH

H. J. Umbaugh & Associates  
Certified Public Accountants, LLP  
2110 Adams Street, Suite 1000  
Ann Arbor, MI 48106  
Phone: 734.769.1000  
Fax: 734.769.1001  
www.hjumbaugh.com

July 30, 2014

TO: Village of Dexter Working Group

FROM: Tom Traciak, Umbaugh  
Andy Campbell, Umbaugh

The following is the tentative timetable for the road construction bonds:

7/2 Notice of Intent published in local paper.

8/13 Bond specifications sent to Tom Colis.

8/18 45-day referendum period expires.

8/19 Draft Request for Proposals (RFP) sent to the working group for review.

8/25 Bond Resolution adopted at regular Village Council meeting.

8/26 RFP is sent to potential bond purchasers.

9/10 Proposals are received at the offices of Umbaugh.

9/15 The bond closing letter is distributed to the working group.

9/24 Bond closing.

If you have any questions or wish to suggest modifications, please let me know.



# 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

Courtney Nicholls  
*Interim Village Manager*

Carol Jones  
*Clerk*

Marie Sherry, CPFA  
*Treasurer/Finance Director*

Dan Schlaff  
*Public Services Superintendent*

Michelle Aniol  
*Community Development Manager*

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PROVIDER AND  
EMPLOYER

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

August 5, 2014

Re: Road Improvements on Central Street from Second to Third

Dear Resident/Property Owner:

The Village of Dexter is pleased to announce that the work on the paving improvements in your area is scheduled to begin the week of August 11, 2014. The bid for this project was awarded to Zito Construction, which is the same company that has been working on the Ann Arbor Street project.

The following is a description of the project. We have also included a contact sheet and copies of the detour map with the project schedule.

### PAVING IMPROVEMENTS

The street improvements are planned as part of the Village's goal to improve the overall quality of the roadway network. The section of Central Street between Second Street and Third Street has been identified as one of our lowest-rated streets and is set to be significantly upgraded as a continuation of the previous Central Street project completed in 2012. This section of Central Street is set to be fully reconstructed, including the replacement of the existing pavement with new asphalt as well as curb and gutter on both sides of the street and new storm sewer along the north side of the right of way.

The work will also include the addition of paved parallel parking along the south side of Central Street as well as the continuation of the existing bike lanes from the previous project on both sides of Central Street. In addition, a new sidewalk will be constructed on the north side of the road and decorative crosswalks will be installed at the intersections. To complete this work as quickly as possible the Village is instituting a full closure of Central Street between Second and Third, which will likely last for approximately four weeks. The full closure will not begin until Ann Arbor Street is open to two way traffic.

### LIGHTING IMPROVEMENTS

The project will include the installation of new, decorative street lights along the corridor. The street lights will match those installed under the previous project completed in 2012.

### CONSTRUCTION REMINDERS

Construction notices will be delivered directly to homes prior to the beginning of the full closure.

The contractor will be working to reduce impacts on any landscaping when possible. Lawn areas that are impacted will be restored with topsoil and sod.



## VILLAGE OF DEXTER

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

---

Thank you for your cooperation as we improve the infrastructure, roads and aesthetics in our community.

Sincerely,

Courtney Nicholls  
Interim Village Manager

## Dexter 2014 Road Improvement Projects

### PROJECT CONTACT INFORMATION

Field Engineer, OHM  
Chris Donajkowski  
734-466-4571 – Office Phone  
734-891-2447 – Cell Phone

Contractor, Zito Construction Company  
Ron Zito  
810-730-9118

Village of Dexter Department of Public Services  
Scott Maurer, Assistant Superintendent  
734-426-4572 – Office Phone  
734-216-3813– Cell Phone

### ANTICIPATED SCHEDULE

- Start Construction                      June 9, 2014
- Completion                                September 15, 2014

### PROJECT SUMMARY

The Project consists of...

#### ANN ARBOR STREET (BAKER TO KENSINGTON)

- Water main replacement and residential service replacement
- Curb replacement with new asphalt pavement and sidewalk ramp upgrades.
- Installation of Decorative Crosswalks, lighting and signs.

#### CENTRAL STREET (THIRD TO SECOND)

- Removal of old roadway and replacement with new asphalt roadway with concrete curb and gutter.
- Construction of public parking along the north side of the roadway.
- Installation of Decorative Crosswalks, lighting and signs.



# VILLAGE OF DEXTER

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

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*Interim Village  
Manager*

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Director*

Dan Schlaff  
*Public Services  
Superintendent*

Michelle Aniol  
*Community  
Development  
Manager*

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

August 5, 2014

Re: Road Improvements on Central Street from Second to Third

Dear Resident/Property Owner:

Road construction on Central between Second and Third is scheduled to begin the week of August 11, 2014. Once some of the initial preparation work has been completed, Central Street will be closed in this area, however the closure will not occur until Ann Arbor Street is open to two way traffic. The closure is expected to last four weeks. During this time a detour around the project area will be necessary. Attached is a map that shows both the passenger vehicle and truck detour. Please be aware that you are likely to see an increase in traffic passing by your home or business during this time.

We appreciate your patience with this temporary inconvenience as we work to improve the infrastructure, roads and aesthetics in our community.

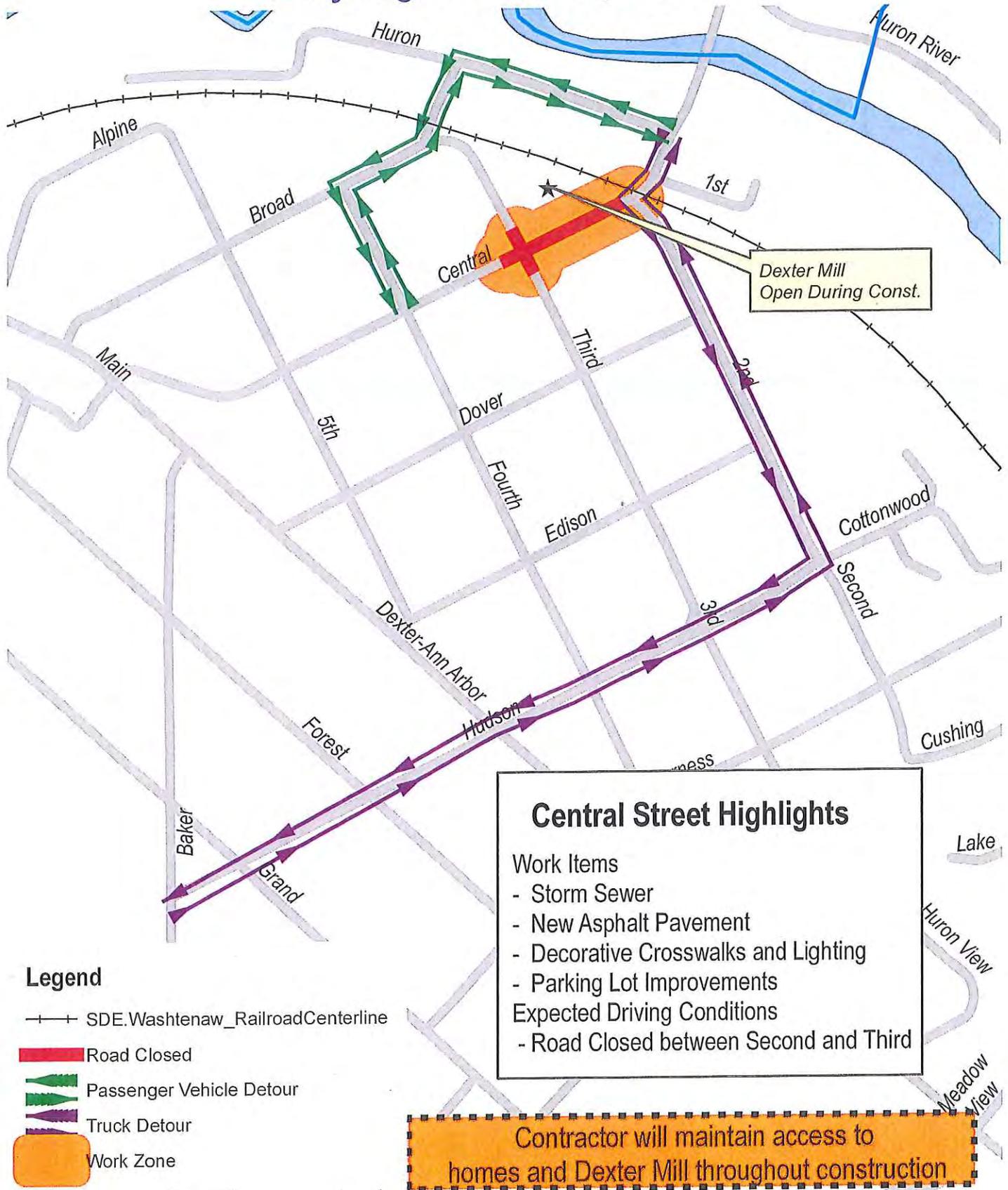
Sincerely,

Courtney Nicholls  
Interim Village Manager

# VILLAGE OF DEXTER - 2014 ROAD PROJECTS

Central Street - Second to Third

Early August to Mid September



## memorandum

**Date:** August 6, 2014

**To:** Courtney Nicholls, Interim Village Manager  
**From:** Patrick M. Droze, P.E. *PM*

**Re:** Safe Routes to School Project

Final plans and specifications for the Safe Routes to School Project were submitted to MDOT in June of 2014. Since that time, final easement documents were secured from the Dexter Community Schools and St. Joseph Catholic Church for improvements along Dan Hoey Road as well as an area east of the cemetery property. The time necessary to finalize these easements has pushed the project to a September 5, 2014 bid through MDOT.

As a result of this delay, we have revised the schedule to allow for the Contractor to construct the project this fall or spring. This change was made to provide Contractors with more flexibility in their preparation of bids. It is felt that if the project schedule only provided for work in the fall of 2014, few bids would be received and those that were received would likely have high unit prices for certain items of work such as asphalt that is generally in high demand at this point of the season. By providing additional flexibility, it is felt that the project will be a more attractive bid for contractors who are looking to secure late season work or work for 2015.

After bids are received on September 5, 2014, we will provide Council with information on the apparent low bidder and their project schedule. In the meantime, Council can expect to see an agreement document that will be submitted to the Village from MDOT which will be similar to what was seen earlier this year for the Ann Arbor and Central Street projects. This will require approval from Council prior to award of the Contract by MDOT in September.

As a reminder, this project is funded 100% through the Federal Highway Administration's Transportation Alternatives Program.



## Schedule of Events

Paint Dexter Plein Air Festival  
 August 11-16, 2014  
 Dexter, Michigan

Monday, August 11	8:00am	Artists Check-In at Tent in Monument Park and commence painting in Dexter and the surrounding area until artwork is due Friday morning. The public is invited to observe artists at work from Monday morning through Friday morning.
	7:00pm	History of Plein Air Painting Presentation, by Martha Girsch. Dexter District Library, 3255 Alpine Street.
Wednesday, August 13	2:00-7:00pm	Children's Event – Painting in the Park Free. Registration required by August 8. Email <a href="mailto:cnicholls@dextermi.gov">cnicholls@dextermi.gov</a> to register. 2:00-4:00pm 5-10 years old (Limit 25) 4:30-6:30pm 11-16 years old (Limit 25)
Thursday, August 14	5:00-8:00pm	"An Evening With The Artists", Art Exhibit and Collectors Sale in Monument Park. Tickets \$25 per person.



**"An Evening With The Artists", Art Exhibit and Collectors Sale in Monument Park. Tickets \$25 per person.**  
**Mingle with Paint Dexter Plein Air Festival participating artists, sip wine and nibble on cheese and desserts, listen to jazz, and browse a fine selection of plein air paintings under the big tent in Monument Park in downtown Dexter. \$25 per person. Tickets limited.**  
 Ticket sales and info at [www.dextermi.gov/arts](http://www.dextermi.gov/arts)

Dexter Community Orchestra Jazz Trio~Wilson, Walters, and McDonagh, performance 5-8pm

Friday, August 15	9:30am-12:30pm	Quick-Draw Competition: Artists create a painting or drawing in Dexter and surrounding area in three hours.
	12:00pm-3:00pm	Museum Quilt Show Dexter Area Museum 3443 Inverness Street, Dexter \$4 donation Info: (734) 426-2519
	2:00pm-4:00pm	Judging
	2:00pm-8:00pm	WET PAINT SILENT AUCTION SALE Artwork on display in tent gallery and available for sale by Silent Auction, ending at 2:30pm on Saturday.
	5:30pm	Award Ceremony
Saturday, August 16	9am-2:30pm	WET PAINT SILENT AUCTION SALE Artwork on display in tent gallery and available for sale by Silent Auction, ending at 2:30pm.
	10am-2pm	Children's Event-Chalk Art in the Park
	10am-11am	DIA Pop-up Art-Walk lead by Martha Girsch. Meet at statue in Monument Park.
	11am-12pm	Meet the Dexter's Friendly Troll sculpture artist, Wendy Baker. Meet at Troll sculpture near the boardwalk in Mill Creek Park, just north of railroad bridge.
	12:30pm-2pm	Dexter Community Orchestra Chamber Quartet, Tent Gallery Light Refreshments
		(continued)

1:00pm-4:00pm Museum Quilt Show  
Dexter Area Museum  
3443 Inverness Street, Dexter  
\$4 donation  
Info: (734) 426-2519

2:30pm WET PAINT SILENT AUCTION ENDS

*Paint Dexter Plein Air Festival*  
*Presented by the Dexter Arts, Culture & Heritage Committee*

Village President Report by Shawn Keough  
August 11, 2014

AGENDA 8-11-14  
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

July 30, 2014 – Facility Committee Meeting – our consultant presented a preliminary summary of their interviews with staff, fire fighters and sheriff department representatives. This is one of the steps in performing a needs assessment for our facility improvements. Additional interviews are being conducted and all of the information will be documented as part of the process.

August 1, 2014 – Donna Dettling Thank you for 13 Great Years Party – there was a very nice turn out on Donna’s last day.

August 5, 2014 – As authorized by Village Council action at the July 28<sup>th</sup> meeting, I assembled a negotiating committee to draft an Interim Village Manager employment agreement. Trustee Knight and I met with Assistant Village Manager Courtney Nicholls and the employment agreement is presented for Council approval under New Business.

Future Activities

Our City Charter is officially on the November 4, 2014 ballot to be voted on by our residents. I want all of our residents to know that I would be happy to try to answer any questions that they may have. I want to encourage all residents to vote on this very important issue, but furthermore to feel comfortable asking questions about the charter that has been drafted and what it means.

August 11, 2014 – Facility Committee Meeting

August 11, 2014 – Village Council Meeting

August 12, 2014 – I am planning to attend the “meet the artist’s” event during the Plein Air Event.

August 21, 2014 – Village of Dexter Downtown Development Authority meeting

I hope everyone gets a chance to enjoy the various Dexter Daze activities (August 8<sup>th</sup> and 9<sup>th</sup>) and the Plein Air Event (August 11<sup>th</sup> through 16<sup>th</sup>)!

I look forward to seeing you around our town!

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





**SUMMARY OF BILLS AND PAYROLL**

**11-Aug-14**

Payroll Check Register	08/06/14	\$42,813.86	
Employer Retirement Contributions (paid via electronic transfer)	08/06/14	\$3,760.12	
Account Payable Check Register	08/07/14	\$106,974.18	
		<b>\$153,548.16</b>	<b>TOTAL BILLS &amp; PAYROLL EXPENDED ALL FUNDS</b>
Summary Items from Bills & Payroll		Amount	Comments

The due date column on the accounts payable worksheets represents the date of the Council meeting

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

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

User: erin

EXP CHECK RUN DATES 08/06/2014 - 08/06/2014

DB: Dexter

JOURNALIZED OPEN AND PAID

BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. ALEXANDER CHEMICAL CORPORATION	1,660.69		
2. ARBOR SPRINGS WATER CO.INC	17.25		
3. ARIC VANNATTER	40.00		
4. BEAVER RESEACH COMPANY	58.94		
5. BOULLION SALES	1,883.84		
6. CANNON EQUIPMENT	39.36		
7. CHAMPION WATER TREATMENT	33.25		
8. CHELSEA DOOR CO INC	245.00		
9. CINTAS CORPORATION	1,307.90		
10. CMYK IMPERIAL PRINTING	85.00		
11. COMCAST	180.99		
12. CORRIGAN OIL COMPANY	788.46		
13. CYNTHIA HODGES	150.00		
14. DAN O'NEILL	150.00		
15. DAVE MCDONAGH	100.00		
16. DEPT. OF ENVIRN. QUALITY	90.00		
17. DIXON ENGINEERING, INC.	750.00		
18. DONNA DETTLING	40.39		
19. DORNOS SIGN & SAFTEY INC.	479.90		
20. DTE ENERGY	3,563.13		
21. DTE ENERGY-STREET LIGHTING	5,838.31		
22. DYKEMA GOSSETT PLLC	5,862.98		
23. ERIC HARTMAN	65.31		
24. ERIC WALTERS	100.00		
25. GRACIELA DEMERATH	360.33		
26. GREEN GUYS LAWN AND LANDSCAPE	99.00		
27. GRISSOM JANITORIAL	320.00		
28. HACH COMPANY	341.82		
29. HACKNEY HARDWARE	1,656.10		
30. HARTMAN, ERIC	47.00		
31. HOPP ELECTRIC, INC.	140.00		
32. JEAN WILSON	100.00		
33. JOHN'S SANITATION	585.00		
34. KNIGHT'S GRADING & EXCAVATING	6,100.00		
35. LESSORS WELDING SUPPLY	61.96		
36. MILLIGANS LANDSCAPE SERVICES L	960.00		
37. NORTH CENTRAL LABORATORIES	293.51		
38. NORTHERN SAFETY CO INC	468.26		
39. OXFORD PROPERTIES	1,402.06		
40. PETERS BUILDING COMPANY	104.00		
41. PNC	1,264.46		
42. QUALITY ASSURANCE SERVICE	2,900.00		
43. THE ANN	250.00		
44. THE SUN TIMES	255.15		
45. TRACTOR SUPPLY CREDIT PLAN	59.90		
46. TRI CLOR	4,157.00		
47. USA BLUE BOOK	3,638.50		
48. WASHTENAW COUNTY TREASURER	38,405.25		
49. WASTE MANAGEMENT OF MICHIGAN	321.88		
50. WENDY BAKER	602.30		

User: erin

EXP CHECK RUN DATES 08/06/2014 - 08/06/2014

DB: Dexter

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Claimant	Amount Claimed	Amount Owed	Amount Rejected
51. WESTERN-WASH. AREA VALUE EXPR.	8,000.00		
52. WOLVERINE RENTAL	10,550.00		
***TOTAL ALL CLAIMS***	106,974.18		

User: erin  
 DE: Dexter

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
<b>Fund 101 GENERAL FUND</b>							
<b>Dept 101 VILLAGE COUNCIL</b>							
101-101-956.000	COUNCIL DISCRETIONARY EX	PNC	MISC	08-01-14	08/11/14	183.53	41357
101-101-959.000	ARTS, CULTURE & HERITAGE	CMYK IMPERIAL PRINTIN	PAINT DEXTER	916A	08/11/14	85.00	41326
101-101-959.000	ARTS, CULTURE & HERITAGE	DAN O'NEILL	PHOTOGRAPHER	08/06/14	08/11/14	150.00	41330
101-101-959.000	ARTS, CULTURE & HERITAGE	DAVE MCDONAGH	PAINT DEXTER	08/06/14	08/11/14	100.00	41331
101-101-959.000	ARTS, CULTURE & HERITAGE	ERIC WALTERS	PAINT DEXTER	08/06/14	08/11/14	100.00	41340
101-101-959.000	ARTS, CULTURE & HERITAGE	GRACIELA DEMERATH	PAINT DEXTER	175/176	08/11/14	75.00	41341
101-101-959.000	ARTS, CULTURE & HERITAGE	JEAN WILSON	PAINT DEXTER	08/06/14	08/11/14	100.00	41348
101-101-959.000	ARTS, CULTURE & HERITAGE	PNC	MISC	08-01-14	08/11/14	525.00	41357
101-101-959.000	ARTS, CULTURE & HERITAGE	THE ANN	PAINT DEXTER	08/04/14	08/11/14	250.00	41359
101-101-959.000	ARTS, CULTURE & HERITAGE	WENDY BAKER	ARTS & CULTURE	08-06-14	08/11/14	121.89	41366
101-101-959.000	ARTS, CULTURE & HERITAGE	WENDY BAKER	ARTS & CULTURE	08-06-14	08/11/14	480.41	41366
Total For Dept 101 VILLAGE COUNCIL						2,170.83	
<b>Dept 172 VILLAGE MANAGER</b>							
101-172-727.000	OFFICE SUPPLIES	DONNA DETTLING	REIMBURSEMENT	08/04/14	08/11/14	37.99	41334
101-172-861.000	TRAVEL & MILEAGE	DONNA DETTLING	REIMBURSEMENT	08/04/14	08/11/14	2.40	41334
Total For Dept 172 VILLAGE MANAGER						40.39	
<b>Dept 210 ATTORNEY</b>							
101-210-810.000	ATTORNEY FEES	DYKEMA GOSSETT PLLC	PROFESSIONAL SERVICES	1586975	08/11/14	1,500.00	41338
Total For Dept 210 ATTORNEY						1,500.00	
<b>Dept 215 VILLAGE CLERK</b>							
101-215-901.000	PRINTING & PUBLISHING	THE SUN TIMES	PUBLIC NOTICE	42067	08/11/14	97.20	41360
101-215-901.000	PRINTING & PUBLISHING	THE SUN TIMES		42000	08/11/14	157.95	41360
Total For Dept 215 VILLAGE CLERK						255.15	
<b>Dept 265 BUILDINGS &amp; GROUNDS</b>							
101-265-727.000	OFFICE SUPPLIES	ARBOR SPRINGS WATER C	OFFICE	1499183	08/11/14	17.25	41318
101-265-727.000	POSTAGE	HACKNEY HARDWARE	SUPPLIES	08-06-14	08/11/14	12.37	41345
101-265-728.000	UTILITIES	PNC	MISC	08-01-14	08/11/14	43.68	41357
101-265-920.000	BUILDING MAINTENANCE & R	DTE ENERGY	JULY SERVICES	08-06-14	08/11/14	59.27	41336
101-265-935.000	BUILDING MAINTENANCE & R	CINTAS CORPORATION	OFFICE	08-06-14	08/11/14	185.34	41325
101-265-935.000	BUILDING MAINTENANCE & R	HOPP ELECTRIC, INC.	DAN HOEY SITE	6127	08/11/14	140.00	41347
101-265-935.001	BUILDING MAINTENANCE & R	GRISSOM JANITORIAL	JULY SVCICIE	292	08/11/14	320.00	41343
Total For Dept 265 BUILDINGS & GROUNDS						777.91	
<b>Dept 301 LAW ENFORCEMENT</b>							
101-301-807.000	EDUCATION & TRAINING	WASHTENAW COUNTY TREA	AGUST PUS 2014	24788	08/11/14	38,405.25	41364
Total For Dept 301 LAW ENFORCEMENT						38,405.25	
<b>Dept 400 PLANNING DEPARTMENT</b>							
101-400-802.000	PROFESSIONAL SERVICES	DYKEMA GOSSETT PLLC	PROFESSIONAL SERVICES	1586975	08/11/14	520.12	41338
101-400-960.000	EDUCATION & TRAINING	PNC	MISC	08-01-14	08/11/14	162.24	41357
Total For Dept 400 PLANNING DEPARTMENT						682.36	
<b>Dept 441 DEPARTMENT OF PUBLIC WORKS</b>							
101-441-740.000	OPERATING SUPPLIES	CHAMPION WATER TREATM	DPW	08-06-14	08/11/14	33.25	41323
101-441-740.000	OPERATING SUPPLIES	HACKNEY HARDWARE	SUPPLIES	08-06-14	08/11/14	127.58	41345
101-441-745.000	BUILDING MAINTENANCE & R	CINTAS CORPORATION	JULY SERVICE	08-06-14	08/11/14	558.61	41325
101-441-935.000	BUILDING MAINTENANCE & R	CHELSEA DOOR CO INC	DPW	7471	08/11/14	245.00	41324
Total For Dept 441 DEPARTMENT OF PUBLIC WORKS						964.44	

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER

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 Dexter

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL FUND							
Dept 442 DOWNTOWN PUBLIC WORKS							
101-442-730.000	FARMERS MARKET SUPPLIES	ARIC VANNATTER	FARMERS MARKET	08/04/14	08/11/14	40.00	41319
101-442-730.000	FARMERS MARKET SUPPLIES	CYNTHIA HODGES	FARMERS MARKET	08/04/14	08/11/14	150.00	41329
101-442-740.000	FARMERS MARKET SUPPLIES	HACKNEY HARDWARE	SUPPLIES	08-06-14	08/11/14	65.65	41345
101-442-920.000	UTILITIES	DTE ENERGY	JULY SERVICES	08-06-14	08/11/14	446.00	41336
			Total For Dept 442 DOWNTOWN PUBLIC WORKS			701.65	
Dept 448 MUNICIPAL STREET LIGHTS							
101-448-920.003	UTILITIES - STREET LIGHT	DTE ENERGY-STREET LIG	JULY SERVICE	08-06-14	08/11/14	5,838.31	41337
			Total For Dept 448 MUNICIPAL STREET LIGHTS			5,838.31	
Dept 528 SOLID WASTE							
101-528-805.000	CONTRACTED SOLID WASTE S	WASTE MANAGEMENT OF M	ROLL OFF	7353718-1389-1	08/11/14	321.88	41365
			Total For Dept 528 SOLID WASTE			321.88	
Dept 728 ECONOMIC DEVELOPMENT							
101-728-802.000	PROFESSIONAL SERVICES	GRACIELA DEMERATH	PAINT DEXTER	175/176	08/11/14	285.33	41341
			Total For Dept 728 ECONOMIC DEVELOPMENT			285.33	
Dept 751 PARKS & RECREATION							
101-751-731.000	LANDSCAPE SUPPLIES	GREEN GUYS LAWN AND L PARKS	08-06-14	08/11/14	08/11/14	99.00	41342
101-751-731.000	LANDSCAPE SUPPLIES	MILLIGANS LANDSCAPE S PARKS	3001	08/11/14	08/11/14	960.00	41352
101-751-944.000	PORTABLE TOILET RENTAL	JOHN'S SANITATION	08-06-14	08/11/14	08/11/14	585.00	41349
101-751-958.000	MEMBERSHIPS & DUES	PNC	08-01-14	08/11/14	08/11/14	288.00	41357
			Total For Dept 751 PARKS & RECREATION			1,932.00	
Dept 875 CONTRIBUTIONS							
101-875-965.001	CONTRIBUTION TO WAVE	WESTERN-WASH. AREA VA	JULY THRU SEPTEMBER	08/04/14	08/11/14	3,750.00	41367
101-875-965.004	CONT TO WAVE DOOR TO DOO	WESTERN-WASH. AREA VA	JULY THRU SEPTEMBER	08/04/14	08/11/14	4,250.00	41367
			Total For Dept 875 CONTRIBUTIONS			8,000.00	
Dept 901 CAPITAL IMPROVEMENTS							
101-901-970.000	CAPITAL IMPROVEMENTS	KNIGHT'S GRADING & EX DPW	08-06-14	08/11/14	08/11/14	6,100.00	41350
			Total For Dept 901 CAPITAL IMPROVEMENTS			6,100.00	
Fund 202 MAJOR STREETS FUND							
Dept 445 STORMWATER							
202-445-960.000	EDUCATION & TRAINING	DEPT. OF ENVIRN. QUAL	TRAINING	08-06-14	08/11/14	30.00	41332
202-445-960.000	EDUCATION & TRAINING	ERIC HARTMAN	MILEAGE	08-06-14	08/11/14	65.31	41339
			Total For Dept 445 STORMWATER			95.31	
Dept 474 TRAFFIC SERVICES							
202-474-740.000	OPERATING SUPPLIES	DORNBOB SIGN & SAFTEY	DPW	16439	08/11/14	479.90	41335
			Total For Dept 474 TRAFFIC SERVICES			479.90	
Fund 203 LOCAL STREETS FUND							
Dept 445 STORMWATER							
203-445-960.000	EDUCATION & TRAINING	DEPT. OF ENVIRN. QUAL	TRAINING	08-06-14	08/11/14	30.00	41332
203-445-960.000	EDUCATION & TRAINING	DEPT. OF ENVIRN. QUAL	TRAINING	08-06-14	08/11/14	30.00	41332
			Total For Dept 445 STORMWATER			60.00	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 203 LOCAL STREETS FUND							
Dept 463 ROUTINE MAINTENANCE	PROFESSIONAL SERVICES	PETERS BUILDING COMPA	DEXTER CROSSING PHASE 5B	09/06/14	08/11/14	104.00	41356
203-463-802.000			Total For Dept 463 ROUTINE MAINTENANCE			104.00	
Fund 402 EQUIPMENT REPLACEMENT FUND							
Dept 441 DEPARTMENT OF PUBLIC WORKS	VEHICLE MAINTENANCE & RE	BEAVER RESEARCH COMPAN	DPW	0215038	08/11/14	58.94	41320
402-441-939.000	VEHICLE MAINTENANCE & RE	BOULLION SALES	MAINTENANCE	253086	08/11/14	1,883.84	41321
402-441-939.000	VEHICLE MAINTENANCE & RE	CANNON EQUIPMENT	DPW	37333	08/11/14	39.36	41322
402-441-939.000	VEHICLE MAINTENANCE & RE	USA BLUE BOOK	DPW	385553	08/11/14	1,282.42	41363
402-441-939.000	VEHICLE MAINTENANCE & RE	WOLVERINE RENTAL	DPW	08-06-14	08/11/14	10,550.00	41368
Total For Dept 441 DEPARTMENT OF PUBLIC WORKS							
						13,814.56	
Fund 590 SEWER ENTERPRISE FUND							
Dept 000 ASSETS, LIABILITIES & REVENUE	UTILITY BILLS - SEWER	OXFORD PROPERTIES	METER REMOVED	08/04/14	08/11/14	988.48	41355
590-000-633.002			Total For Dept 000 ASSETS, LIABILITIES & REVENUE			988.48	
Dept 248 ADMINISTRATION							
590-248-811.000	ATTORNEY FEES - MISCELLA	DYKEMA GOSSETT PLLC	PROFESSIONAL SERVICES	1586975	08/11/14	300.00	41338
Total For Dept 248 ADMINISTRATION							
						300.00	
Dept 548 SEWER UTILITIES DEPARTMENT							
590-548-740.000	OPERATING SUPPLIES	HACKNEY HARDWARE	SUPPLIES	08-06-14	08/11/14	168.12	41345
590-548-740.000	OPERATING SUPPLIES	HARTMAN, ERIC	REIMBURSEMENT	08-06-14	08/11/14	47.00	41346
590-548-740.000	OPERATING SUPPLIES	PNC	MISC	08-01-14	08/11/14	62.01	41357
590-548-742.000	CHEMICAL SUPPLIES - PLAN	ALEXANDER CHEMICAL CO	WWTP	10020740	08/11/14	990.40	41317
590-548-743.000	UTILITIES	NORTH CENTRAL LABORAT	WWTP	341107	08/11/14	293.51	41353
590-548-920.000	UTILITIES	COMCAST	WWTP	08-06-14	08/11/14	90.49	41327
590-548-920.000	UTILITIES	DTE ENERGY	JULY SERVICES	08-06-14	08/11/14	1,807.00	41336
590-548-937.000	EQUIPMENT MAINTENANCE &	LESSORS WELDING SUPPL	WWTP	562067	08/11/14	61.96	41351
590-548-937.000	EQUIPMENT MAINTENANCE &	TRI CLOR	WWTP	2066-F	08/11/14	4,157.00	41362
590-548-938.000	LAB EQUIPMENT MAINTENANC	HACH COMPANY	WWTP	8932857	08/11/14	341.82	41344
590-548-938.000	LAB EQUIPMENT MAINTENANC	QUALITY ASSURANCE SER	WWTP	7221401	08/11/14	2,900.00	41358
590-548-977.000	EQUIPMENT	USA BLUE BOOK	WWTP	401862	08/11/14	768.54	41363
590-548-977.000	EQUIPMENT	USA BLUE BOOK	WWTP	385554	08/11/14	1,587.54	41363
Total For Dept 548 SEWER UTILITIES DEPARTMENT							
						13,275.39	
Fund 591 WATER ENTERPRISE FUND							
Dept 000 ASSETS, LIABILITIES & REVENUE	UTILITY BILLS - WATER	OXFORD PROPERTIES	METER REMOVED	08/04/14	08/11/14	413.58	41355
591-000-633.003			Total For Dept 000 ASSETS, LIABILITIES & REVENUE			413.58	
Dept 248 ADMINISTRATION							
591-248-811.000	ATTORNEY FEES - MISCELLA	DYKEMA GOSSETT PLLC	PROFESSIONAL SERVICES	1586975	08/11/14	854.86	41338
Total For Dept 248 ADMINISTRATION							
						854.86	
Dept 556 WATER UTILITIES DEPARTMENT							
591-556-740.000	UTILITIES DEPARTMENT	HACKNEY HARDWARE	SUPPLIES	08-06-14	08/11/14	142.70	41345

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER  
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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 591	WATER ENTERPRISE FUND						
Dept 556	WATER UTILITIES DEPARTMENT						
591-556-740.000	OPERATING SUPPLIES	NORTHERN SAFETY CO IN	WWTP	08/04/14	08/11/14	327.98	41354
591-556-740.000	OPERATING SUPPLIES	NORTHERN SAFETY CO IN	WWTP	900997795	08/11/14	140.28	41354
591-556-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT	08-06-14	08-06-14	08/11/14	59.90	41361
591-556-743.000	CHEMICAL SUPPLIES - LAB	ALEXANDER CHEMICAL CO	WWTP	10020795	08/11/14	670.29	41317
591-556-745.000	UNIFORM ALLOWANCE	CINTAS CORPORATION	JULY SERVICE	08-06-14	08/11/14	563.95	41325
591-556-745.000		HACKNEY HARDWARE	SUPPLIES	08-06-14	08/11/14	101.86	41345
591-556-751.000		CORRIGAN OIL COMPANY	WWTP	5935451	08/11/14	339.65	41328
591-556-751.000		CORRIGAN OIL COMPANY	WWTP	5934762	08/11/14	448.81	41328
591-556-920.000	UTILITIES	COMCAST	WWTP	08-06-14	08/11/14	90.50	41327
591-556-920.000	UTILITIES	DTE ENERGY	JULY SERVICES	08-06-14	08/11/14	1,250.86	41336
591-556-935.000	BUILDING MAINTENANCE & R	HACKNEY HARDWARE	SUPPLIES	08-06-14	08/11/14	429.37	41345
591-556-937.000	EQUIPMENT MAINTENANCE &	DIXON ENGINEERING, IN	WWTP	14-7913	08/11/14	750.00	41333
591-556-937.000	EQUIPMENT MAINTENANCE &	HACKNEY HARDWARE	SUPPLIES	08-06-14	08/11/14	561.60	41345
591-556-937.000	EQUIPMENT MAINTENANCE &	HACKNEY HARDWARE	SUPPLIES	08-06-14	08/11/14	46.85	41345
Total For Dept 556 WATER UTILITIES DEPARTMENT						5,924.60	
Total For Fund 591 WATER ENTERPRISE FUND						7,193.04	
Fund 701	TRUST & AGENCY FUND						
Dept 000	ASSETS, LIABILITIES & REVENUE						
701-000-254.000-VICTO	SER - VICTORIA CONDOS	DYKEMA GOSSETT PLLC	PROFESSIONAL SERVICES	1586975	08/11/14	2,688.00	41338
Total For Dept 000 ASSETS, LIABILITIES & REVENUE						2,688.00	
Total For Fund 701 TRUST & AGENCY FUND						2,688.00	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund Totals:							
	Fund 101 GENERAL FUND					67,975.50	
	Fund 202 MAJOR STREETS FUND					575.21	
	Fund 203 LOCAL STREETS FUND					164.00	
	Fund 402 EQUIPMENT REPLACEMENT FUND					13,814.56	
	Fund 590 SEWER ENTERPRISE FUND					14,563.87	
	Fund 591 WATER ENTERPRISE FUND					7,193.04	
	Fund 701 TRUST & AGENCY FUND					2,688.00	
Total For All Funds:						106,974.18	





**VILLAGE OF DEXTER – COMMUNITY DEVELOPMENT OFFICE**

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

AGENDA 8-11-14  
ITEM 1-1

**Memorandum**

To: Village Council  
Courtney Nicholls, Interim Village Manager

cc: Becky Murillo, applicant

From: Michelle Aniol, Community Development Manager

Re: SLU #2014-01 Group Day Care Home Special Land Use Request

Date: August 5, 2014

**PLANNING COMMISSION RECOMMENDATION**

On August 4, 2014 the Planning Commission held a public hearing to consider a request by Becky Murillo, for special use approval of a group day care home at 3411 Hudson Street. Following the public hearing, based upon the information provided by the applicant and staff and reflected in minutes of its August 4, 2014 meeting, and in conformance with Section 8.02 of the Village of Dexter Zoning Ordinance, the Planning Commission voted unanimously to recommend approval of a proposed group day care home at 3411 Hudson Street to Village Council, subject to the following conditions:

1. Applicant shall provide design and materials for fencing; and
2. Council considering signage alerting drivers on Hudson Street approaching from the northeast of cars pulling in or out of the parking area.

Staff was asked to obtain an engineer's opinion regarding visibility of on-street parking on Hudson Street.

**BACKGROUND**

Included in your packet is the application and plot plan, submitted by Becky Murillo for special use approval of a proposed group day care home at 3411 Hudson Street.

Ms. Murillo operates an existing family day care home that received final zoning compliance in 2008. The Village Zoning Ordinance defines a family day care home as:

*"A private home in which one (1) but less than seven (7) minor children are received for care and supervision for periods of less than twenty four (24) hours a day, unattended by a parent or legal guardian, except children related to an adult member of the family by blood, marriage, or adoption. It includes a home that gives care to an unrelated child for more than (4) weeks during a calendar year."*

Ms. Murillo desires to increase the number of children she can care for from a maximum of 6 to 12. In doing so, the classification/use would become a group day care home, which is defined in the Village Zoning Ordinance as:

*"A private home in which more than six (6) but not more than twelve (12) children are given care and supervision for periods of less than twenty four (24) hours a day unattended by a parent or legal guardian except children related to an adult member of the family by blood, marriage, or adoption. It includes a home that gives care to an unrelated child for more than four (4) weeks during a calendar year."*

As you will recall, while researching the approval process for this change of use, it was discovered that a group day care home is listed as a **special land use** in Section 8.11, but the use was not listed as a **principal permitted or special use** in any zoning district in the Village. On July 14, 2014, the Village Council accepted a recommendation by the Planning Commission to amend the Zoning Ordinance to establish a group day care home as a special use in the R-1A and R-1B One Family Residential zoning district. The amendment became effective July 30, 2014.

### **SPECIAL USE CONSIDERATIONS**

Section 8.03 of the Zoning Ordinance requires that the Planning Commission and Village Council consider the following standards for the use at the proposed location (Section 8.03):

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

The subject site is identified on the Village Future Land Use Map as Village Residential, as are all surrounding properties. The intent of the Village Residential designation is to maintain the well-established character, scale and density of the traditional pattern of the developer single-family neighborhoods that are characteristic of the Village of Dexter. These older neighborhoods consist of detached single-family homes at a recommended density of 4 to 6 dwelling units per acre (10,890 sq. ft. to 7,260 sq. ft. lot area). Development should only occur if the character, scale and development pattern is compatible with the existing residential neighborhood. The proposed special land use request for a group day care home is consistent with the Master Plan's goals and objectives.

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

The subject site is zoned R-1B One Family Residential Small Lot, as are all surrounding properties. Section 10.01 Intent, states this district is designed to encourage a suitable and healthy environment for family life, and to provide residential areas for one family residential density and other facilities that will serve the residents in the district.

Permitted principal uses include single family detached dwellings, Home Occupations, on-site signs, family day care and foster family homes, adult day care and foster family homes.

Special uses include accessory apartments, farms, residential cluster development, churches, government/community-owned buildings, cemeteries, bed and breakfast inns, group day care homes and essential service buildings (without storage yards). The proposed group day care home use is consistent with the intent of the R-1B zoning district.

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

The applicant has operated a licensed family day care home for 6 or fewer children since 2008 without any complaints or ordinance violations. Additionally, the applicant meets the following requirements set forth by the State of Michigan for a licensed group day care home:

- i. An outdoor play area of at least 600 square feet must be provided;
- ii. An adequate and varied supply of play equipment, materials and furniture that is appropriate to the developmental needs and interest of children, appropriate to the number of children and is safe and in good repair must be provided; and
- iii. The play area and equipment must be organized 1) to separate active and quiet activities, 2) for a clear and unobstructed view of the entire play area, and 3) to assure that there are safe distances between equipment.

The proposed group day care home use is compatible with character of the general vicinity in regards to the environment, views, aesthetics, noise, vibration, glare, air quality, drainage, traffic, property values etc.

- D. The Special Land Use will not significantly impact the natural environment. The proposed group day care home will not significantly impact the natural environment.
- E. The Special Land Use will be served adequately by public facilities and services such as police and fire protection, schools, drainage structures, water and sewage facilities, and refuse disposal. The proposed group day care home will be served by the site's existing municipal services.
- F. The proposed use shall be of a nature that will make vehicular and pedestrian traffic no more hazardous than is normal for the district involved, taking into consideration the following:
  1. Vehicular turning movements;
  2. Proximity and relationship to intersections;
  3. Adequacy of sight distances;
  4. Location and access of off-street parking; and,
  5. Provisions for pedestrian traffic.

It's anticipated that the proposed group day care home may slightly increase traffic at peak times in the morning, for drop-offs and in the early evening, for pick-ups. However, the Hudson Street ROW provides a 21-foot deep space between the traffic lane and sidewalk to accommodate on-street parking, as well as drop-off and pick-up maneuvering, without negatively impacting the 12-foot traffic lane. This is reflective of conditions throughout the Village's historic neighborhoods, including downtown. Refer to Attachments A and B, which accompany this memo.

As stated above, the Planning Commission asked staff to obtain an engineer's opinion regarding visibility of on-street parking on Hudson Street. The Engineer's opinion was available when the Council's packet was assembled, however it will be provided at the meeting.

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

The proposed group day care home will be located in an existing home, in which a family day care home currently operates. The applicant proposes to install a 3-foot

fence in accordance with Village Ordinances. Therefore the requested special land use will not interfere with the appropriate development and use of adjacent land or unreasonably affect their value.

- H. The proposed use shall be designed, located, planned, and operated to protect the public health, safety, and welfare. As stated above, the applicant intends to install a 3-foot fence in accordance with Village Ordinances. Thus, the proposed group day care home will not negatively impact the public health, safety and welfare of Village residents.

#### **STANDARDS FOR GROUP DAY CARE HOME**

Section 8.11, sub-section B19 sets forth the following standards for a group day care home as a special land use:

- a. Group day care homes shall have a minimum lot area of one half acre (21,780 square feet). On July 31, 2014, the ZBA grant the applicant an 11,980 square foot variance to allow a minimum lot area of 9,800 square feet, based a finding of practical difficulties, substantial justice, extraordinary circumstances, and public safety and welfare. A copy of the ZBA Decision accompanies this memo.
- b. An on-site drive shall be provided for drop off/loading. This drive shall be arranged to allow maneuvers without affecting traffic flow on the public street. While this standard is intended more for suburban strip development, the wide ROW for Hudson Street provides 21-foot deep area between the traffic lane and sidewalk to accommodate on-street parking, as well as drop-off and pick-up maneuvering, and is reflective of conditions throughout the Village's older neighborhoods.
- c. There shall be a fenced, contiguous open space with a minimum area of 5,000 square feet provided on the same premises as the group day care home. The required open space shall not be located within a required front yard. The applicant submitted an application for a fence permit proposing a 3-foot picket or lap board type of fence. The applicant should provide information confirming the design and type of materials to be used in the fence construction.
- d. A minimum of thirty-five (35) square feet of indoor play area shall be provided for each child. Indoor play area shall be computed exclusive of hallways, bathrooms, reception and office areas, kitchens, storage areas and closets, basements, except those which are finished and have dual means of egress, and areas used exclusively for rest or sleep. The total amount of indoor play area required would be 420 square feet for 12 children, the maximum number permitted by the state in a group day care home. Based on the information provided in the application, the indoor play area includes the living room, sun room and dining room, which total 488 square feet.
- e. A minimum of one hundred and fifty (150) square feet of outdoor play area for each child. The total outdoor play area shall have a total minimum area of not less than five thousand (5000) square feet and be fenced and screened with landscaping on the exterior side of the fence. The State requires an outdoor area of at least 600 square feet. As demonstrated on the plot plan and Attachment A, the applicant intends to provide approximately 5,600 square feet of outdoor area.

#### **ACTION REQUESTED**

Based upon the information provided by the applicant and staff at the August 11, 2014 Village Council meeting, and along with the Planning Commission's recommendation for approval,

Village Council **(APPROVES/DENIES)** the Special Land Use Application for a Group Day Care Home at 3411 Hudson Street, pursuant to Section 8.02, Application, Review and Approval Procedures.

In making this determination, the following additional conditions shall apply:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**OR**

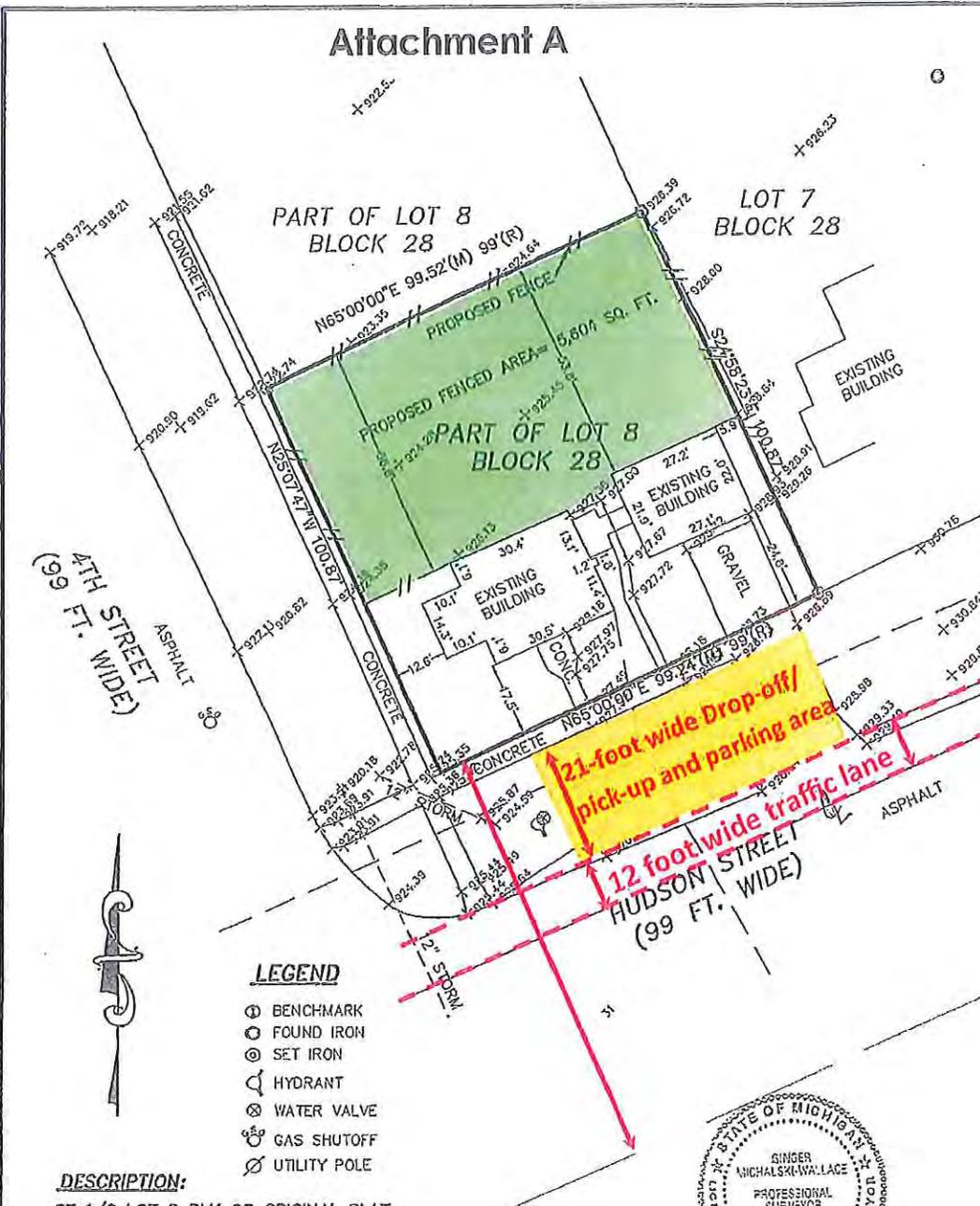
Based on the information provided by the applicant at the August 11, 2014 Village Council meeting, and pursuant to Section 8.02, Application, Review and Approval Procedures, the Village Council moves to **(POSTPONE)** action on the special use request for a group day care home at 3411 Hudson Street until \_\_\_\_\_ **(date)** \_\_\_\_\_, to allow the applicant more time to address the following items:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Please contact me prior to the meeting with questions or concerns.

Thank you.

# Attachment A



4TH STREET  
(99 FT. WIDE)  
ASPHALT

21-foot wide Drop-off/  
pick-up and parking area  
12 foot wide traffic lane  
HUDSON STREET  
(99 FT. WIDE)  
ASPHALT

**LEGEND**

- ⊕ BENCHMARK
- ⊙ FOUND IRON
- ⊙ SET IRON
- ⊕ HYDRANT
- ⊗ WATER VALVE
- ⊕ GAS SHUTOFF
- ⊙ UTILITY POLE

**DESCRIPTION:**

SE 1/2 LOT 8 BLK 28 ORIGINAL PLAT.

**APPLICANT:**

BECKY MURILLO  
3411 HUDSON STREET  
DEXTER, MI 48130  
PHONE: (517) 672-1625

**OWNER:**

AVA HOLDING MANAGEMENT LLC  
ATTN: KAVEH ESMAEL  
PO BOX 8103  
ANN ARBOR, MI 48322

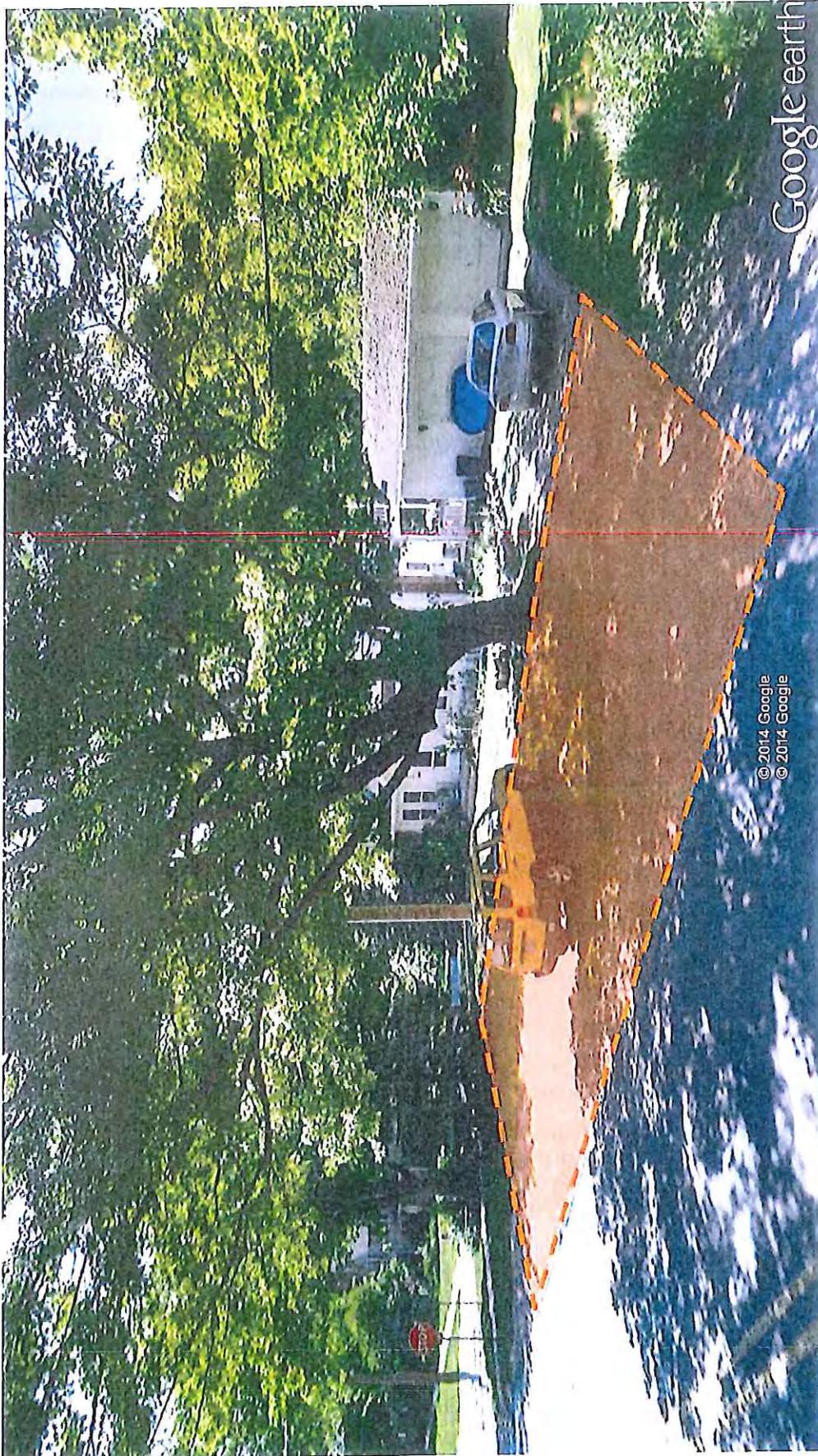


*Singer Anchalski-Wallace*

**ALPINE ENGINEERING, INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
46892 WEST ROAD  
SUITE 109  
NOVI, MICHIGAN 48377  
(248) 926-3701 (BUS)  
(248) 926-3765 (FAX)

CLIENT:	BECKY MURILLO	DATE:	5-30-14
	<b>PLOT PLAN</b>	DRAWN BY:	GLM
	3411 HUDSON	CHECKED BY:	JOH
SECTION: 6	TOWNSHIP: 2S	RANGE: 5E	0 15 30
VILLAGE OF DEXTER	WASHTENAW COUNTY	MICHIGAN	FBR: 272
			1
			14-359
			SCALE HOR 1" = 30 FT. VER 1" = 10 FT.

Attachment B





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NOTICE OF DECISION

TO: Village Council & Planning Commission

cc: Becky Murillo, 3411, Hudson Street, Dexter  
Donna Dettling, Village Manager  
Courtney Nichols, Assistant Village Manager

FROM: Michelle Aniol, Community Development Manager

DATE: Friday, August 1, 2014

RE: ZBA Decision:  
Case #2014-04  
3411 Hudson Street; HD-08-06-117-017

---

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 #2014-04)**

On July 31, 2014, the ZBA reviewed a variance request from Becky Murillo for 3411 Hudson Street. The variance request was from the following section of the Village of Dexter Zoning Ordinance for 3411 Hudson St, HD-08-06-177-017:

Section 8.11 Special Use, sub-section B.21 Group Day Care Homes; Group Day Care Homes shall have a minimum lot area of one half acre (21,780 sq. ft.). The applicant requested an 11,980 sq. ft. variance to allow for a minimum lot area of 9,800 sq. ft.

The applicant has requested the variance for the following reasons:

1. Practical Difficulties. There are very few lots in the Village that would meet this requirement.
2. Substantial Justice. Permitting the variance would maximize the usable space in the rear yard.
3. Extraordinary Circumstances. The property has been the location of an existing licensed child care home for a number of years. Additionally, the state requires a minimum outdoor area of at least 600 square feet, but does not require a minimum lot area.

The meeting opened at 7:00 pm and with routine agenda business completed, the applicant's request was presented, along with staff report. The following is a summary of staff's findings:

The variance request to allow a minimum lot area of 9,800 square foot lot for group child care home has been reviewed with respect to the criteria noted in the previous section and generally accepted best planning and zoning practices. Therefore, the following rationale for the approval or denial of the variance request and the corresponding findings of fact are offered for your consideration:

- o *The applicant has operated a state licensed child care facility for 6 or fewer children since 2008 without any complaints or ordinance violations.*
- o *The applicant's lot measures 9,800 square feet. This lot size is 2,000 square feet larger than the minimum lot size of 7,800 square feet that is required in the R-1B district.*
- o *The State requires an outdoor area of at least 600 square feet. The applicant can provide approximately 5,500 square feet of outdoor area.*

- There are very few single family residentially zoned lots within the Village that could meet the ½-acre minimum lot area requirement.
- Conformance with the Ordinance would be burdensome because the applicant would need to acquire the 9,800 square foot property adjacent to the north (rear) and another 2,180 square feet from the property adjacent to the east (side) to meet the ½-acre requirement.
- A one half-acre lot in most neighborhoods in the Village would be out of character for the Village of Dexter.

ZBA members then questioned the petitioner about fencing, state licensing requirements, and total area of outdoor play area.

Clerk Jones opened the public hearing at 7:30 pm and invited public comment:

- Mike Williams of 3430 Hudson Street told the ZBA he asked his questions before the meeting and was satisfied with the answers, so he was fine with the request.
- Walter Mayer of 7740 Fourth Street was glad the yard would be fenced to prevent the children from running into the street. He added there is no disturbance from the existing operation.

Clerk Jones closed the meeting at 7:37 pm.

#### ZBA Decision

Motion by Mekas, supported by Carson;

Based on the information provided by the applicant at the July 31, 2014 Zoning Board of Appeals meeting, the Board determines that the request to waive the requirement set forth in Section 8.11, sub-section 19.a, submitted by Becky Murillo for 3411 Hudson Street, HD-08-06-117-017 to permit a minimum lot area of 9,800 for a group day care home be **GRANTED**, for the property located at 3411 Hudson Street because the proposed variance **MEETS** the conditions required for the granting of a variance.

The determination was made with consideration of following per Section 24.05A of the Village of Dexter Zoning Ordinance, practical difficulties, substantial justice, extraordinary circumstances, and public safety and welfare.

Ayes: Hansen, Mekas, Carson, Stacey  
Nays: None  
Absent: Rush

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

Respectfully submitted,

---

Michelle Aniol  
Community Development Manager

cc: Donna Detling, Village Manager  
Courtney Nichols, Assistant Village Manager  
Applicant



# VILLAGE OF DEXTER

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

## VILLAGE OF DEXTER

### SITE PLAN REVIEW & SPECIAL USE APPLICATION

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

Property Address: 3411 Hodson, Dexter, MI 48

Tax ID Number: HD0806177017

Proposed Use: Home daycare Group Child Care Home 1-12 Children

Zoning District: R1B

Property Owner Name: Ava Holdings Management LLC Phone: 734 604 6859

Property Owner Address: P.O. Box 8103 Ann Arbor MI 48107

Applicant Name: Becky Morillo Phone: 517 672 1625

Applicant Address: 3411 Hodson St Dexter MI 48130

Representative (e.g. Engineer) Name: Bryan Jankovic <sup>Alpine</sup> Engineering Phone: 248 921 4049

Representative Address: 46892 West Road Suite 109 Novi MI 48377

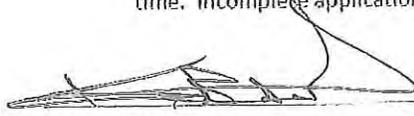
Regulations and Standards: Applicant must complete the following and applicable standards must be noted on the site plan.

	Plan Submitted	Requirement	
1. Front Yard Setback (ft)	<u>17.5'</u>	<u>15'</u>	<input checked="" type="checkbox"/> check here if corner lot
2. Side Yard Setback (ft)	<u>12.6'</u>	<u>10'</u>	
3. Rear Yard Setback (ft)	<u>56.8'</u>	<u>25'</u>	
4. Lot Coverage (%) (7a/6)	<u>1537/9800 = 15.7%</u>	<u>30%</u>	
5. Height (ft)	<u>&lt; 35'</u>	<u>35'</u>	
6. Total Site Area (sq ft)	<u>9,800 sq ft</u>	<u>7,800 sq ft</u>	
7a. Building Coverage (sq ft)	<u>N/A</u>	<u>N/A</u>	
7b. Floor Area (ft) Used	<u>1113 sq ft</u>	<u>N/A</u>	

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

Additional required information for Special Use Permit:

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


 Date: 4/29/14

 Date: 4/28/14

Staff Review: Fee: \$50.00 Date Received: 7/22/14 Receipt #: 33941p

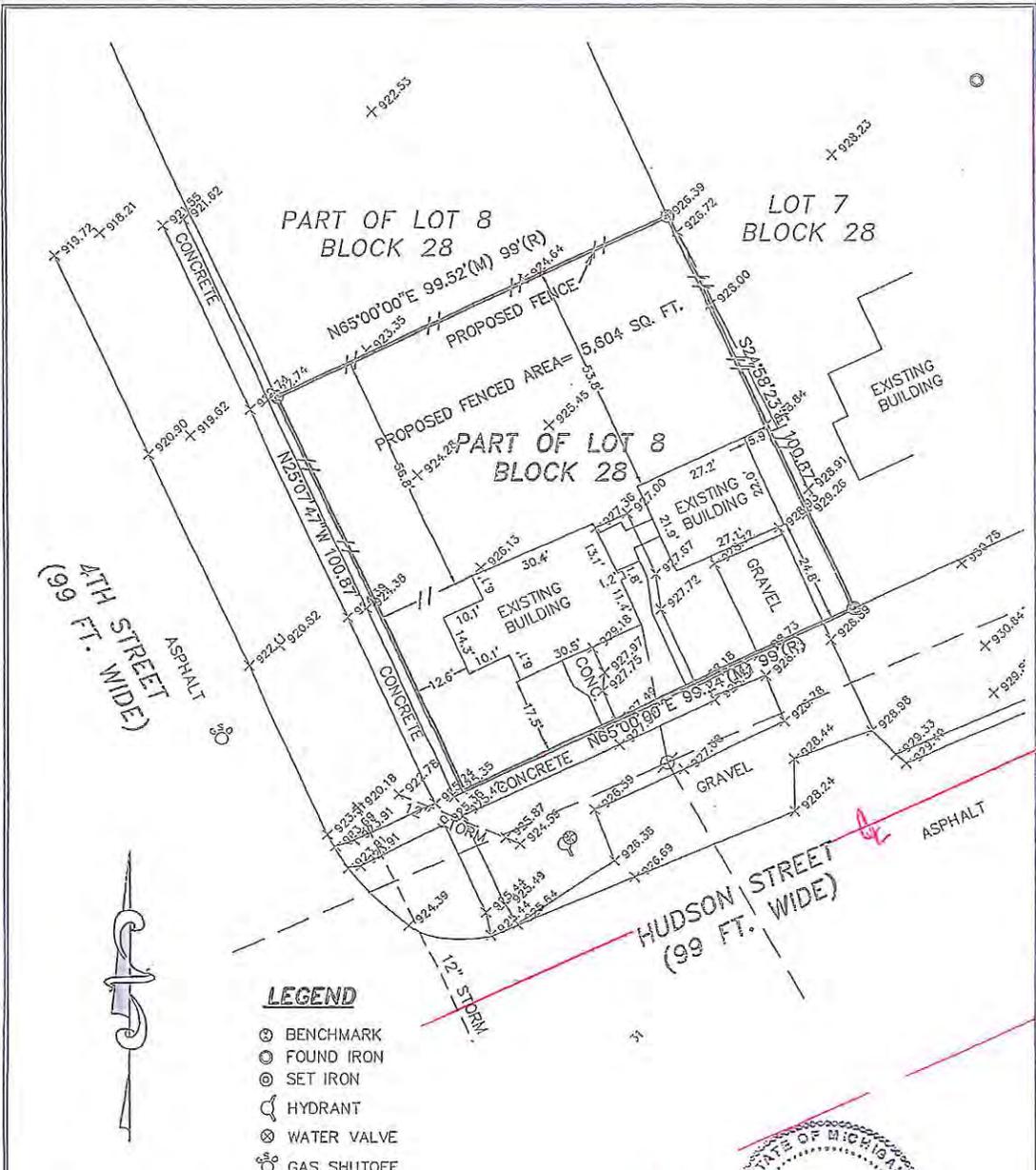
Planning Commission Review Date: 8-4-14 Council Review Date: \_\_\_\_\_

Approved  Denied Reviewed by: \_\_\_\_\_

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

EXISTING NON-CONFORMITIES/VARIANCES GRANTED: \_\_\_\_\_

APPROVAL STAMP:



**LEGEND**

- ⊙ BENCHMARK
- ⊙ FOUND IRON
- ⊙ SET IRON
- ⊙ HYDRANT
- ⊙ WATER VALVE
- ⊙ GAS SHUTOFF
- ⊙ UTILITY POLE

**DESCRIPTION:**

SE 1/2 LOT 8 BLK 28 ORIGINAL PLAT.

**APPLICANT:**

BECKY MURILLO  
 3411 HUDSON STREET  
 DEXTER, MI 48130  
 PHONE: (517) 672-1625

**OWNER:**

AVA HOLDING MANAGEMENT LLC  
 ATTN: KAVEH ESMAEL  
 PO BOX 8103  
 ANN ARBOR, MI 48322



*Ginger Michalski-Wallace*

**ALPINE**  
 ENGINEERING, INC.  
 CIVIL ENGINEERS & LAND SURVEYORS  
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 NOVI, MICHIGAN 48377  
 (248) 926-3701 (BUS)  
 (248) 926-3765 (FAX)

CLIENT:	BECKY MURILLO	DATE:	5-30-14
	<b>PLOT PLAN</b>	DRAWN BY:	GLM
		CHECKED BY:	JDH
		0 15 30	
		FBK:	272
		CHF:	BAJ
		SCALE	HOR 1"=30 FT. VER 1"= FT.
SECTION: 6	TOWNSHIP: 2S	RANGE: SE	14-259
3411 HUDSON VILLAGE OF DEXTER WASHTENAW COUNTY MICHIGAN			



# VILLAGE OF DEXTER

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

## FENCE PERMIT APPLICATION

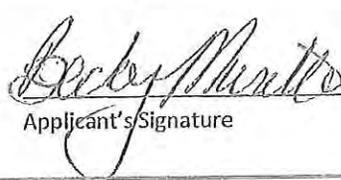
Property Address: 3411 Hudson, Dexter, MI  
 Tax ID Number: H00806177017  
 Zoning District: R1B  
 Property Owner Name: Ava Holdings Management LLC Phone: 73416046889  
 Property Owner Address: P.O. Box 8103 Ann Arbor MI 48107  
 Applicant Name: Becky Morillo Phone: 5176721625  
 Applicant Address: 3411 Hudson St Dexter MI 48130  
 Fence Installer Name & Address: \_\_\_\_\_

All fence permit applications shall be transmitted to the Community Development Department for review and shall include the following information.

Yes	No	Required Information
<input type="checkbox"/>	<input type="checkbox"/>	The permit fee paid in accordance with the current Planning and Zoning Fee Schedule, adopted by the Village Council.
<input type="checkbox"/>	<input type="checkbox"/>	A scale drawing of the fence that shows the dimensions (lengths) of the fence as proposed, the height of the fence, design of the fence, the type of materials to be used for the fence, footing information and location of the fence.
<input type="checkbox"/>	<input type="checkbox"/>	A scale drawing of the site. A certified survey or signatures from neighbors indicating the location of the fence of proposed on the property lines. The drawing must show existing buildings on the property and placement of the fence.
<input type="checkbox"/>	<input type="checkbox"/>	The consenting signature of the property owner.
<input type="checkbox"/>	<input type="checkbox"/>	If the proposed fence is located in Dexter Crossing, Huron Farms, or Westridge of Dexter consent from the Home Owners Association is required (other locations may also require HOA approval).

- Brenda  
 Zoning Permit  
 Michelle Aniol  
 8/15

I/we understand that this permit expires six months from the date of approval of this application.

 4/29/14  4/29/14  
Owner's Signature                      Date                      Applicant's Signature                      Date

Staff Review:      Fee: \$25.00      Date Received: \_\_\_\_\_      Receipt # \_\_\_\_\_  
 Approved       Denied      Reviewed by: \_\_\_\_\_

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

EXISTING NON-CONFORMITIES/VARIANCES GRANTED: \_\_\_\_\_

APPROVAL STAMP:

## Sq footage Down Stairs (used)

Dining	12x12	144	*
Kitchen	10x13	130	*
Sun	12x9	108	*
Living	12x17	204	*
Bed	11x13	143	
Bath	3x8	24	
		<hr/>	
		753	sqft

## Sq footage Upstairs (used)

Nap	6x13	78	
Bath	5x9	45	
Bed	10x12	120	
Bed	9x13	117	
		<hr/>	
		360	sqft

$$\begin{array}{r} 753 \\ + 360 \\ \hline \text{Total used } 1113 \text{ sqft} \end{array}$$

Busy Hands Learning Center LLC

Owned and operated by Becky Murillo

Proposed use and reason for the requested permission for special use

Services provided are child care and education for the children of our community.

Hours of Operation M-F 6:30am-5:30pm

Proposed Number of children would be 12 per state licensing guidelines.

One additional staff will need to be hired or 2 part time staff.

Parents park while they enter the home to drop off and pick up their children. Parents are able to use one of the 4 parking spaces in our driveway as well as use street side parking in front of the home. Drop off times are different for each family therefore it is rare that there are more than 2 parents needing parking at the same time. Some of my clients are even close enough that they are able to walk.

RECEIVED

JUL 22 2014

VILLAGE OF DEXTER



RECEIVED

JUL 22 2014

Parent Handbook  
Busy Hand Learning Center LLC  
3411 Hudson St.  
Dexter, Mi. 48130  
(734)424-9062  
(517)672-1625

VILLAGE OF DEXTER

### Philosophy

Busy hands are busy minds and busy minds are developing minds!!!  
My philosophy is that of play-based learning. It is documented that children learn by doing and discovering on their own. I allow them to do this and give them guidance as needed. Indoor and outdoor play is designed to allow children a safe place to explore and learn about their environment while playing. In my home children will learn through play and observation. An example of this is at mealtime. Through cooking children can learn measuring, numbers, temperature, texture, and much much more. I introduce children to numbers, sorting, colors, and classification while doing tasks such as setting the table.

### Discipline policy

Discipline is a form of guidance and a great opportunity for teaching. At each developmental level there are different expectations for children. Discipline will be enforced as is appropriate for each age group.

Infants- If the baby is doing something that is unsafe I will redirect them to a safe and more appropriate activity.

Toddlers- Toddlers have limited ability to understand and follow instructions. A particular toddler's level of comprehension will determine how much explanation is given when he/she is told to stop an unacceptable behavior. The toddler will then be given some other acceptable options. Toddlers need lots of repetition therefore the rules will be repeated frequently.

Preschoolers- Since preschoolers are more aware of themselves and their actions, more explanation and discussion will be given in the course of discipline. Problem-solving skills are new and exciting to preschoolers opportunities to be included in problem resolution will be offered. Disciplinary consequences, appropriate to the unacceptable behavior, will be used, for example redirection or time away from group play if necessary.

### Hours of operation

My business hours are Monday through Friday 6:30 am until 5:30pm  
I will be closed the following dates:

Labor Day- Sep. 2 2013

Thanksgiving- Nov. 28+29 2013

Christmas- Dec. 25+26 2013

New Years- Dec. 31+Jan 1 2014

Memorial Day- May 26 2014

Fourth of July- July 3+4 2014

All other days throughout the year childcare will be provided unless there is an emergency. If the principal childcare provider, Becky Murillo, determines that it is necessary to be absent on dates other than those listed, parents will be given sufficient notice, and a substitute care provider will care for the children.

### Fees and tuition

The daily fee for full day care is \$35 for children ages 6 weeks up to 8 years old. Full day care includes up to 2 meals and 2 snacks. Tuition is a standard monthly fee based on the number of days per week that your child is scheduled to attend. If your child is absent due to illness or vacation, your tuition remains the same. Tuition is due on the first day of each month. A fee of \$10 will be charged for late payment of tuition. A fee of \$2 will be added for each additional day that the tuition payment is late.

There is a late fee for any children left after business hours. The late fee is \$20 and \$1 per minute that exceeds 10 minutes. A non-refundable deposit of one week of tuition will be charged for reserving future placement for a child.

When the contract is signed a non-refundable registration fee of \$50 and the first week of childcare fees are due. If the contract is being signed more than 2 months in advance the non-refundable registration fee of \$50 and the first two weeks of childcare fees are due.

### Enrollment packet

Prior to your child's attendance, you must complete and return the following forms for his/her file:

Signed Contract

Child in care statement

Emergency Card

Food Program Forms

Medication Form

Fieldtrip Permission

Water Play Permission

### Withdrawal/dismissal policy

If a parent wishes to withdraw a child one month prior notice of withdrawal must be given. This notice needs to be in writing and signed by the parents. Busy Hands Learning Center LLC reserves the right to dismiss children if policies and procedures stated within the Handbook are violated. Children may also be dismissed in the rare incidence of severe behavior that continually put the other children in danger.

### Food and formula

Busy Hands Learning Center LLC will provide all of the food and formula for the children. Food provided will be healthy and include representation from all of the food groups. This will be monitored by the Association for child care state food program. Upon enrollment each parent may need to fill out paperwork for the food program. The timing and number of bottles and baby food feedings and approximations of amount of food/milk ingested will be charted on a daily sheet which will be available for parents to take home.

### Inclement weather and emergency closings

I will be open during all inclement I will not close due to snow or ice providing that the children will be safe in the home. Emergency closing could be possible due to mechanical emergencies such as power outages, or a furnace failure. If Becky is ill and unable to care for the children she will do her best to find a substitute. If unable to find someone she may have to close.

### Fire/tornado drills

Fire/tornado drills will occur monthly in accordance with child daycare licensing regulations. Our emergency plan is posted on each floor of the house.

### Health policy

For the protection of your child and the other children I ask that your child not be brought to Busy Hands Learning Center LLC when any of the following occur:

1. Your child shows symptoms of the following:
  - Difficulty breathing
  - Diarrhea that is not contained by either a diaper or the use of a toilet
  - Blood or mucus in the stool
  - Vomiting
  - Mouth sores
  - Unexplained Rash
  - Lice
2. Your child has a temperature over 102°
3. Your child cannot participate in daily activities comfortably

We will inform you when your child has been exposed to any communicable disease. We will care for a child that has symptoms of a communicable disease until a parent or authorized adult arrives.

After an absence due to illness, a child must be free of symptoms and fever for 24 hours before returning. A child may return after being on an antibiotic for a minimum of 24 hours as long as they are feeling better.

### Diapering

All children that wear diapers will be changed at the designated changing station. Diapers will be changed every 2-3 hours and this will be charted on a daily sheet for parents. Busy Hands Learning Center LLC will provide wipes however parents are expected to provide diapers.

### Naptime

All children will be offered a bed in a quiet place for naps. Children that do not nap will have a 30 minutes period of quiet time during which they can read books and do other restful activities.

### Medication

Medication will be given only after a [medication permission slip](#) has been filled out. All medication must be in its original bottle and labeled with the child's name. Busy Hands Learning Center LLC cannot administer the first dose of any medication

### Sunscreen

Parents must sign a [medication permission slip](#) for sunscreen upon enrollment. Parents need to provide sunscreen for their children and I will apply it prior to going outside. Sunscreen must be labeled with the child's name.

### Field trips

Parents will be asked to sign a [blanket permission slip for daily field trips](#) upon enrollment. We frequently go for walks and visit local playgrounds. We also walk to the library to check out books and for story time. Parents will be notified of field trips that are farther than walking distance.

My child \_\_\_\_\_ will attend Busy Hands Learning Center LLC the following days each week.

Circle those that apply:                      Time from when to when:

Monday \_\_\_\_\_

Tuesday \_\_\_\_\_

Wednesday \_\_\_\_\_

Thursday \_\_\_\_\_

Friday \_\_\_\_\_

I agree to pay the fee of \$ \_\_\_\_\_ per day.

1. Payment will be made in advance on or before the first of each month or on the first day of attendance. Additional fees will apply if payments are late.

2. Withdrawal policy – one month prior notice of must be given.

3. Busy Hands Learning Center LLC will be closed the following dates

Labor Day- Sep. 2 2013                      New Years- Dec. 31+Jan 1 2014

Thanksgiving- Nov. 28+29 2013                      Memorial Day- May 26 2014

Christmas- Dec. 25+26 2013                      Fourth of July- July 3+4 2014

4. A late fee will be charged for children who remain after business hours.

5. Busy Hands Learning Center LLC may have to close on rare occasion for unexpected emergencies. Fees will not be reimbursed for these days.

6. By signing this contract I agree that I have read the parent handbook and discipline policy and will abide by all policies and procedures stated within.

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

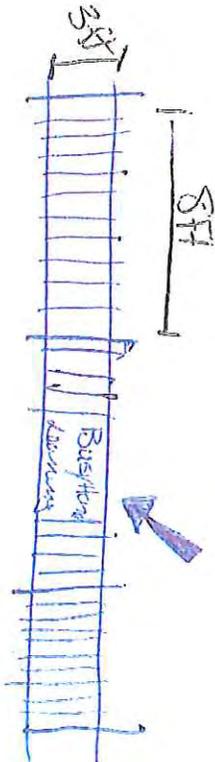
Date: \_\_\_\_\_

Busy Hands

Learning Center  
734 2724 9062

3 ft

#2



Removal of current sign due to location in mid of proposed fence. Reframe current sign at 2" x 3" and attach to fence along sidewalk at same distance from the house as ib current location.



**VILLAGE OF DEXTER – COMMUNITY DEVELOPMENT OFFICE**

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

**Memorandum**

AGENDA 8-11-14  
ITEM 6-2

To: Village Council  
 Courtney Nicholls, Interim Village Manager

cc: Carrie Anderson, applicant

From: Michelle Aniol, Community Development Manager

Re: Morning Star Day Care Building Addition – Combined Site Plan Approval  
 #2014-02

Date: August 6, 2014

On August 4, 2014 the Planning Commission considered a request by Carrie Anderson for combine site plan approval of a 1,400 square foot addition to an existing day care facility at 7394 Dexter Ann Arbor Road. Based upon the information received from the applicant, reflected in minutes of its August 4, 2014 meeting, and in conformance with Section 21.04(E)3 of the Village of Dexter Zoning Ordinance, the Planning Commission recommended approval of the Combine Site Plan for the Morning Star Day Care Building Addition, dated 7/10/2014, subject to the following conditions:

1. Applicable concerns noted in the planning consultant, engineering consultant and DAFD reviews included in the August 4, 2014 Planning Commission packet, and subject to the Planning Commission's decision to waive or modify landscape standards for special situations, as cited in the Community Development Manager's memo dated, August 1, 2014, and
2. Staffs review of color rendering of elevations.

**BACKGROUND**

Included in your packet is the combined (preliminary and final) site plan for the Morning Star Day Care Building Addition, dated July 10, 2014. The subject site, located on the northeast side of Dexter-Ann Arbor Road at 7394 Dexter-Ann Arbor Road, was converted to a child care facility in 2000, having received approval from the Village Council on Tuesday, December 7, 1999, based upon a recommendation for approval from the Planning Commission on November 1, 1999.

Carrie Anderson, owner of Morning Star Day Care desires to construct a 1,400 sq. ft. addition onto her existing 2,033 sq. ft. facility, located at 7394 Dexter-Ann Arbor Road. Pursuant to Section 21.05 of the Village of Dexter Zoning Ordinance, staff directed the applicant to submit for combined preliminary and final site plan due to the applicant's request and the general lack of footprint and façade complexity.

**REVIEW**

The plans have been reviewed in accordance with Section 21.04.E, Final Site Plan Review and Approval and Article 15(B), Dexter-Ann Arbor Road Corridor Overlay District, by staff, the Village Planning and Engineering consultants (CWA and OHM, respectively), DPS staff and the Dexter Area Fire Department (DAFD).

In addition to the above reference site plan, the following information is included in the packet for your review.

- Application
- Consultant/DAFD reviews
  - o CWA letter dated, July 22, 2014
  - o OHM letter dated, July 21, 2014
  - o DAFD letter dated, June 25, 2014

## DISCUSSION AND RECOMMENDATION

Development review is an essential element of municipal operations, and when done well it brings a great value to the community. The process should always improve marginal developments and reject those that are inappropriate. It should never be a stumbling block that inhibits desired outcomes, which in this case is the expansion of an existing, healthy business that provides much needed services to the community.

As cited in the CWA review letter, there are a number of instances where landscaping requirements or zoning has changed. For example, in 1999 the ZBA granted relief from Section 15B.02E, Buffer Zoning (Landscape) requirements to allow for 1 fewer tree or 5 fewer shrubs per 20 lineal feet on the north boundary and 1 fewer tree or 5 less shrubs than required per 20 linear feet on the east boundary. The ZBA took this action based on a finding that there were exceptional circumstances applicable to the day care center, which created a need for plantings that did not present a safety hazard for young children. Since then the ordinance was amended and the requirements in Section 15B.02E were added to Article VI, Landscaping Standards.

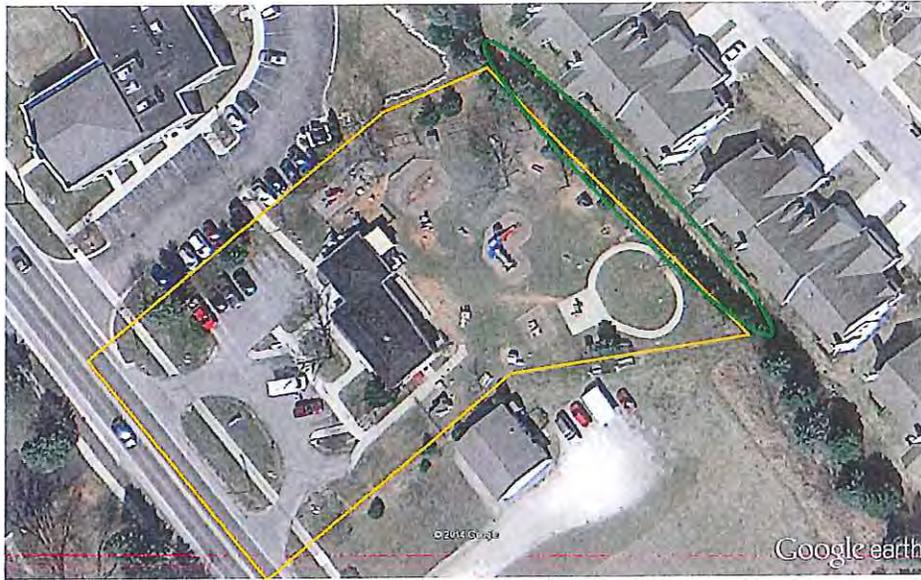
Even though variances run with the land, the zoning of the property and the landscape standards changed, so the applicant is subject to the new regulations. While it can be argued that the rezoning and ordinance amendments have changed the regulatory "landscape", so to speak, the exceptional circumstances cited by the ZBA in 1999-child safety- has not.

While the Ordinance contains standards for new development, it also contains provisions that address existing conditions and/or unique situations. Section 6.13 gives the Planning Commission the authority to waive or modify standards in special situations, upon determination of the following:

- Extent to which existing natural vegetation provides desired screening.
- The existence of a steep change in topography which would limit the benefits of required landscaping.
- The presence of existing wetlands.
- Existing and proposed building placement.
- The abutting or adjacent land is developed or planned by the Village for a use other than residential.
- Building heights and views.
- The adjacent residential district is over 200 feet away from the subject site.
- Conditions similar to the above exist such that no good purpose would be served by providing the landscaping or screening required.

The Planning Commission determined this case qualifies as a unique situation, and granted a waiver or modification of the following screening requirements:

1. Waiver of Section 6.09, Street Tree/Required Greenbelt Planting, which requires 1 street/canopy tree every 30-40 lineal feet of frontage along a public road, between the sidewalk and the curb, citing no good purpose would be served by providing the required landscaping (Section 6.13H), due to an existing 12-inch water main and overhead electrical wires.
2. Waiver of Section 6.06, Buffer Zone C, which requires a 15-foot wide buffer area with a 6-ft high contiguous wall, fence or 3-foot high planted berm and 1 ornamental tree or 1 evergreen tree and 5 upright shrubs planted every 30 lineal feet along the north property line, based on a determination there exists a 4-ft high fence and a dense evergreen screen adjacent to the rear property line (Section 6.13A). Refer to photo to below



3. Modification of Section 6.06, Buffer Zone C, which requires a 10-foot wide buffer area with a 3-foot high planted berm or 4-foot high continuous wall or fence and 1 ornamental tree or 1 evergreen tree and 7 upright shrubs per each 30 lineal feet along the west property line, to allow 1 deciduous tree and 10 shrubs between the west property line and the parking lot (as shown on the plan), based on the determination that there exists an ample landscape screen and an existing 4-foot high chain link fence along the west boundary of the abutting property, and shrubbery along the remaining section of the west boundary line could present a safety hazard for young children (6.13A and H). Refer to photos below.





4. Modification of Section 6.06, Buffer Zone A, which requires a 10-foot wide buffer area with 1 ornamental and 1 evergreen tree every 40 lineal feet along the property line and 5 upright shrubs per 30 lineal feet along the east property line, to allow credit for the 5 existing trees and the 4-ft fence along the east property line, and based on the determination that shrubbery along the remaining section of the east boundary line presents a safety hazard for young children (6.13A and H). Refer to photo below.



Additionally, the Planning Commission decided to allow staff to review the required elevation plans for the proposed building addition. The applicant intends to provide a color rendering for the Village Council meeting on Monday, August 11<sup>th</sup>.

**SUGGESTED MOTIONS**

Based upon the information received from the applicant and staff at the August 11, 2014 Village Council meeting, and along with the Planning Commission's recommendation for approval, Village Council (**APPROVES/DENIES**) the Combine Site Plan for the Morning Star Day Care Building Addition, dated 7/10/2014, in accordance with Section 21.04(E)6.

In making this determination, the following additional conditions shall apply:

1. Applicable concerns noted in the planning consultant, engineering consultant and DAFD reviews included in the August 4, 2014 Planning Commission packet, and subject to the Planning Commission's decision to waive or modify landscape standards for special situations as cited herein.
2. \_\_\_\_\_
3. \_\_\_\_\_

**OR**

Move to **postpone** the action on the Morning Star Day Care Building Addition, 7394 Dexter-Ann Arbor Rd, combined site plan dated 7/10/2014 until \_\_\_\_\_ (**date**) \_\_\_\_\_, to allow the applicant and Planning Commission time to address the following items:

1. Addressing applicable outstanding engineering, planning consultant and Fire Department comments.
2. \_\_\_\_\_
3. \_\_\_\_\_

Please contact me prior to the meeting with questions or concerns.

Thank you.



VILLAGE OF DEXTER

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VILLAGE OF DEXTER

SITE PLAN REVIEW & SPECIAL USE APPLICATION VILLAGE OF DEXTER

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

Property Address: 7394 Dexter Ann Arbor Road

Tax ID Number: HD-08-05-300-051

Proposed Use: Child Care Facility

Zoning District: PB

Property Owner Name: KCEE LLC Phone: 810-623-2429

Property Owner Address: 7394 Dexter Ann Arbor Road, Dexter, MI 48130

Applicant Name: same Phone:

Applicant Address:

Representative (e.g. Engineer) Name: Washtenaw Engineering Co. Phone: 734-761-8800

Representative Address: 3526 W. Liberty Rd, Suite 400, Ann Arbor, MI 48103

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

Table with 3 columns: Item, Plan Submitted, Requirement. Includes checkboxes for corner lot and various setback and coverage requirements.

Special Use Form - Page 2

	Plan Submitted	Requirement
8. Floor Area Ratio (%) (7b/6)	10.8	
9. Total Paved Area (ft)	7622	
10. Total Impervious Cov. (7a+9)/6	24.6%	**
11. Number of Parking Stalls	13	2 + 1 per 8 children
12. Density (6/13)	N/A	**
13. Number of Units (Residential)	=	**
14. For Multi-Family:		
Efficiency	=	**
1 Bedroom	=	=
2 Bedroom	=	=

Additional required information for Special Use Permit:

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

Carrie Anderson 7/9/14      Carrie Anderson 7/9/14  
 Owner's Signature      Date      Applicant's Signature      Date

Staff Review:      Fee: 2650      Date Received: 7/9/14      Receipt #: 32995

Planning Commission Review Date: \_\_\_\_\_ Council Review Date: \_\_\_\_\_

Approved       Denied      Reviewed by: \_\_\_\_\_

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

EXISTING NON-CONFORMITIES/VARIANCES GRANTED: \_\_\_\_\_

APPROVAL STAMP:



## VILLAGE OF DEXTER

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### ENGINEERING CHECKLIST FOR FINAL SITE PLANS VILLAGE OF DEXTER

#### General Requirements

- Submittal on 24" x 36" white paper having blue or black lines with a minimum horizontal scale of 1 inch = 50 feet and vertical of 1 inch = 5 feet. Other acceptable scales are 1 inch = 20 feet, 1 inch = 30 feet and 1 inch = 40 feet.
- General plan at 1 inch = 100 feet or 1 inch = 200 feet when size of site prohibits a single plan sheet. Show street names, units, utilities, pavement, site dimensions, phase lines, lot lines and lot numbers.
- Location map showing section number and major thoroughfares.
- Legal description of property, including lot number or sidwell number, parcel dimensions and adjoining rights-of-way.
- Village of Dexter standard notes, including water, sewer, storm and landscaping.
- Plans must be signed and sealed by a professional engineer registered in the State of Michigan. All correspondence concerning the design of the site will be directed to the engineer whose seal appears on the plan.
- Name, address and phone number of engineer/architect, owner and the applicant, if different from the owner. Owner's signed consent for application if the applicant is not the owner.
- Title block for each sheet with a summary of each particular sheet.
- Zoning classification of the property, location of required yards, total ground floor area and lot coverage (percent) and floor area ratio. For residential units, the plan will note the dwelling unit density, lot area per dwelling unit, and a complete schedule of the number, size and type of dwelling units.
- Owner, use and zoning classification of adjacent properties, location and outline of buildings, drives, parking lots and other improvements on adjacent properties.
- Location and exterior dimensions of proposed buildings and structures, within the location referenced to property lines or a common base point. Distances between buildings, height in feet and stories, first floor, finished grade and brick ledge elevations.
- Location and dimensions of proposed parking lots, numbers of spaces in each lot, zoning requirements for parking, dimensions of spaces and aisles.
- Locations of proposed trash container enclosures, size, typical elevation, and vertical section of enclosures showing materials and dimensions.
- Location and type of proposed screens and fences, including height, typical elevation and vertical section showing materials and dimensions.
- Location, type, size, area and height of proposed signs.

*Final Engineering Checklist - Page 2*

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- Location, type, direction and intensity of outside lighting.
- Location and size of proposed improvements of open spaces and recreation areas, and maintenance provisions for such areas.
- Landscape plan showing location, size of plant materials, and standard notes.
- Walls or berms, as required by zoning, must be shown in cross-section. Walls separating a grade differential of more than 18 inches are considered retaining walls and require a structural engineering design and review. Design engineer must supply calculations with engineering plan submittal.
- The storm sewer, sanitary sewer and water main will be shown on the same plan view.
- Plan and description of measures to control soil erosion and sedimentation during grading and construction operations until a permanent ground cover is established.
- A traffic study must be provided to the Village Engineer for review. Exceptions will be only allowed with written permission from the Village Engineer.

**Topographical Survey**

- Show USGS Benchmark, (minimum of two). All elevations must be on USGS Datum.
- Property lines showed by bearing and distance.
- Existing natural conditions, including trees, wooded areas, streams, marshes, ponds, and other wetlands.
- Clear indication of all natural features to remain and to be removed. All trees 8 inches in diameter or larger will be accurately located on the final site plan and labeled as to be either preserved or removed. Replacement requirements should be noted.
- Existing offsite elevations at a minimum of 50 feet and 100 feet around the property.
- Elevations at property corners and along property lines and sufficient onsite elevations or contours to establish site drainage.
- Existing improvements shown. Any buildings, structures and other improvements, including drives, ditches, culverts, bridges, utilities (invert and casting elevations), sidewalks, utility poles and towers, easements, pipelines and finish grade of adjacent buildings. Clear indication of all improvements to remain and to be removed.
- Show existing adjacent roads with both existing right-of-way and future right-of-way per the Master Plan. Grades must be shown at ditch centerline, top of bank, edge of shoulder, edge of pavement or top of curb and pavement centerline. Grades must be shown on both sides of road.

**Water Main**

- Standard notes and details included, (final submittal).
- A quantity list and basis of design must be shown on the plan.
- Minimum size water main is 8 inches. Maximum dead-end main lengths are 40 feet for a 6-inch fire hydrant lead, 450 feet for an 8-inch main, 1000 feet for a 12-inch main. All mains must end with a gate valve then a hydrant or blow-off.

*Final Engineering Checklist -- Page 3*

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- Show water service and size. No private services allowed from a 6-inch hydrant lead or mains over 16 inches in diameter.
- Where water main is next to the right-of-way, a water main easement must be extended across the front or to a property line as directed by the Village Engineer.
- Profiles are required on all water mains. Include the following information:
  - Length, size, type, and class of pipe.
  - Top of casting elevation on gate wells.
  - Special backfill areas, i.e., sand.
  - Utility crossings.
  - Existing and proposed ground elevations.
- Minimum 10-foot horizontal separation between the water main and sanitary or storm sewer.
- Minimum 18-inch clearance between water main and storm or sanitary sewer. Top of water main and sewer invert indicated.
- Pipe size, length and type shown in plan view. Ductile iron water main shall be standard wall thickness class 54.
- Tapping sleeve and valve used to connect to existing mains unless connection can be made without interrupting service on the main.
- Minimum 12-foot-wide easement must be shown on the plans.
- Valve spacing: In case of a breakage, three valves to isolate break, four maximum, no more than two hydrants out of service; no more than 30 single family units or 30 multiple units out of service. For major commercial and industrial developments, building service must be maintained from a looped system with valves and wells on either side of the building service.
- Hydrant spacing: see Hydrant Coverage.
- No parking within 10 feet of a hydrant.
- Fire Department will comment on hydrant locations.
- Plan must conform to Fire Department Guidelines.

**Sanitary Sewer**

- Standard notes and details included.
- Quantity list and basis of design data must be shown on plan.
- Where sanitary sewer is next to the right-of-way, a sanitary sewer easement must be extended across the front or to a property line as directed by Village Engineer.
- Minimum 20-foot easement. Check for increase due to depth of sewer. Easement must be shown.

*Final Engineering Checklist - Page 4*

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- External drop connection required when there is an 18-inch vertical difference between inverts on outlet and inlet pipes.
- Internal drop connections must be approved by DPW or governing agency. They are not allowed under current policy.
- Show building lead size, location and invert elevation at building and finish grade of building. Check conflict in elevation with other utilities. Minimum 4-inch diameter at a 2 percent slope or a 6-inch diameter at a 1 percent slope.
- All sewers and services over 8 inches in diameter and larger must be shown in profile.
- Sewer size, grade and manhole spacing table:

Size	Standard Grade Percent	Minimum Grade Percent	Maximum Grade Percent	Standard Run Feet	Maximum Run Feet

- The following must be shown in plan view:
  - Length between structures.
  - Type, class and size of pipe.
  - Slope of sewer.
  - Top of casting elevation.
  - Easement where required.
  - Progressive numbering system.
  - Invert elevations if sewer is not also shown in profile.

Final Engineering Checklist - Page 5

- Profiles must be shown for sewers and services over 8 inches in diameter and larger with the following information:
  - Length, type, class, size and slope of pipe between manholes.
  - Top of casting and sewer Invert elevations at all manholes.
  - Existing and proposed ground elevations.
  - All utility crossings. Show porous backfill to 12 inches above the higher utility.
  - Special backfill areas, i.e., sand.
  - Provisions for infiltration testing.
  - Progressive numbering system.
  - Adjacent existing or proposed utilities plotted where parallel.

Storm Sewer

- Standard notes and details included.
- Design calculations submitted on the Village form with hydraulic grade line computed. Attempt to keep the hydraulic grade line within pipe.
- Design:  $Q = CIA$ , rational method.
- 100-year storm,  $I = 175/(T+25)$  with Initial T = 20 minutes, maximum.
  - Composite runoff coefficient, C, based on the sum of the percentages of each drainage district covered by impervious and pervious areas multiplied by the respective coefficients listed below, C:
    - Single family residential: 0.35
    - Multiple Family: 0.55
    - Commercial and Residential: 0.70
    - Agricultural: 0.20
  - Velocity; Minimum = 2.5 feet per second; Maximum = 10 feet per second.
  - Manning equation for pipes flowing full.
  - Storm district drainage map provided. Included as part of plans for sites greater than one acre.
  - Upstream drainage accommodated.
  - Discharge not diverted on adjoining properties.
  - Detention as required by outlet capacity.

*Final Engineering Checklist -- Page 6*

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The following must be shown in plan view:

- Length between structures.
- Type, class and size of pipe.
- Slope of sewer.
- Top of casting elevation.
- Easement where required.
- Progressive numbering system on structures.
- Invert elevations for sewers not also shown in profile.

Private storm sewers for developments larger than one acre and all public storm sewers must be shown in profile.

The following must be shown in profile:

- Length, type, class, size and slope of pipe between manholes.
- Top of casting and sewer invert elevations at all manholes.
- Existing and proposed ground elevations.
- All utility crossings.
- Special backfill areas, i.e., sand.
- Progressive numbering system.

Connections at storm structures:

- Roof drains must be connected at a structure.
- Sump pump discharge connected via a 4-inch minimum pipe.

Private sewer requirements:

- Profile for sites larger than one acre.
- 12-inch minimum pipe size.
- Catch basins/inlets at upstream end will be a minimum of 24 inches in diameter.
- Catch basins with an inlet pipe will be a minimum of 48 inches in diameter.
- First structure upstream of the public system will be a minimum of 48 inches in diameter with a 24-inch sump.
- Minimum cover of 3 feet based on low head structures; check details.

- Public sewer requirements:
  - Must be shown in profile.
  - 12-inch minimum pipe size.
  - 48-inch minimum diameter for manholes and catch basins.
  - 24-inch minimum diameter for inlets.
  - Minimum cover of 2 feet, 7 inches based on low head structure, check details.
  - Located in public right-of-way or 12-foot minimum easement.
  - Public sewers are any sewers that accept runoff from abutting property or public right-of-way.

#### Detention Basin

- Must be designed per current Village requirements.
- Acceptable means are: underground infiltration and storage, oversized storm pipes, and separate basin.
- Allowable discharge to be determined by one of the following:
  - Discharge approved by agency having jurisdiction over outlet, i.e., county drain office or county road sewer, (approval must be submitted).
  - S.C.S. Technical Release No. 55 "Urban Hydrology for Small Water Sheds," (calculations must be provided). Allowable discharge could not exceed existing discharge determined.
  - Allowable flows designed into the outlet, (previous calculations must be submitted).
- Separate detention basin requirements:
  - Fenced if side slopes exceed one on five, (may be waived if Planning Commission feels location and depth do not present a hazard and/or design is integral part of landscaping).
  - Fences must be a minimum 6 feet high and chain link with an 8-foot access gate.
  - Side slope one on three maximum.
  - Must drain entirely unless basin is part of overall landscaping plan.
  - Bottom must be sodded or paved.
  - Minimum bottom slope of one (1) percent.
  - Paved swales at 0.5 percent.
  - Minimum 12-inch freeboard provided above 100-year-high water level.
  - Non-erodible overflow capable of handling a 100-year storm.
  - Maintenance agreement with Village must be executed.

**Site Grading**

- Sufficient proposed grades indicated to ensure that:
  - Drainage is adequately discharged offsite with proper detention.
  - No upstream drainage is restricted.
  - Paving slopes are adequate.
  - In general, the site drains without standing water.
- Elevation representing the brick ledge, finished grade and the first floor grade must be indicated.
- Proposed grading will meet abutting property line elevations. Differentials in grade must incorporate a one on four maximum slope to the abutting property line.
- Any wall separating a differential grade of more than 18 inches will be considered a retaining structure and requires a structural engineering design and review. Design engineer must supply design calculations.
- Easement from adjacent property owner will be required for any grading necessary on offsite property at time of engineering plan submittal.

**Paving and Right-of-Way Improvements**

- Standard paving details as necessary.
- Onsite paving requirements:
  - Pavement cross-section must be shown; minimums are:
    - Residential: 4 Inches of asphalt on 8 Inches of gravel base or 6 Inches of concrete on 4 Inches of sand base.
    - Mixed use: 5.5 Inches of asphalt on 10 Inches of gravel base or 8 Inches of concrete on 4 Inches of sand base.
  - Minimum slope: Asphalt: 1 percent. Concrete: 0.5 percent.
  - Maximum Slope: Asphalt: 6 percent. Concrete: 6 percent.
  - Minimum drive widths and parking lot dimensions per standard details, (see Appendix).
  - All private roadways and parking lots must have concrete curb and gutter.
- Public right-of-way, (Village).
  - Sufficient proposed grades to show drainage patterns, (50-foot maximum spacing).
  - Pavement cross-sections must be shown, minimums are:
    - Concrete mixed use: 8 Inches of concrete on 4 inches of sand subbase.
    - Asphalt mixed-use road: 5.5 inches of asphalt on 10 Inches of gravel base.

*Final Engineering Checklist - Page 9*

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- Concrete residential road 6 inches of concrete on 4 inches of sand subbase.
- Asphalt residential road 3 inches of asphalt on 8 inches of gravel base.
- All public roads must have curb and gutter unless otherwise approved by the Village.
- Passing lane, acceleration lane and taper, deceleration lane and taper as required by the DPW, (see standard details).
- Shoulder requirements (uncurbed roads): Local road: 5 inches - 22A gravel 5 feet wide.
- Dedication of right-of-way along frontage to the ultimate right-of-way shown.
  - Major road: 120 feet.
  - Collector road: 86 feet.
  - Local road: 60 feet.
- Drainage ditches:
  - Adequate culvert capacity.
  - Enclosure of ditch generally not permitted, (other than for driveways).
  - Side slopes: One on three maximum.
  - 2-foot-wide ditch bottom.
- Sidewalks required along the frontage of all roads:
  - Located 1 foot from ultimate right-of-way line.
  - 5 feet wide, 4 inches thick with 8-inch thickness at driveways for mixed use roads and 6 inches of thickness at driveways for local roads.
  - Proposed grades at property corners, driveways and intermittent locations between.
  - Handicapped ramps noted.
  - All structures, hydrants, poles, etc., noted and moved or adjusted as necessary.



# VILLAGE OF DEXTER

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**JUL 10 2014**

## State & County Environmental Permits Checklist

**VILLAGE OF DEXTER**

Name of Business: Morning Star Child Care

Mailing Address: 7394 Dexter Ann Arbor Road, Dexter, MI 48130

Telephone: 810-623-2429 Fax: \_\_\_\_\_

Type of Business: Child Care Facility Owner/Manager: Carrie Anderson

Date: 7/10/14 Signature: \_\_\_\_\_

Note: For assistance with permits and approvals from the Michigan Department of Environmental Quality (MDEQ), including permit coordination among MDEQ Divisions, contact the Permit Coordinator at 517-334-4235.

Check the items that may pertain to your project or facility, then contact the office(s) listed to determine specific requirements. Return a copy of this checklist to the Village of Dexter as part of your site plan submittal -- even if state and county approvals have not been obtained. An updated copy should be submitted prior to occupancy.

This list includes the most common permits and approvals related to waste, water quality and air quality.

Yes	No	Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve the discharge of any type of wastewater to a storm sewer, drain, lake, stream, wetland or other surface water? Contact MDEQ Division Permits Section: 517-373-8088.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve the direct or indirect discharge of waste, waste effluent, wastewater, pollutants, and/or cooling water into the groundwater or oil the ground? Contact MDEQ Groundwater Program Section: 517-373-8148.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve construction or alteration of any sewage collection or treatment facility? For facilities discharging to surface waters, contact MDEQ Surface Water Quality Division, District Office: 571-780-7690. For facilities discharging to groundwater, contact the MDEQ Waste Management Division District Office: 517-780-7690.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project or facility store or use chemicals, petroleum products, or salt? Depending on the type of oil substance, secondary containment and a Pollution Incident Prevention Plan (PIPP) may be required. Contact MDEQ Waste Management Division District Office: 517-780-7690.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve installation, operation, or removal of an underground or aboveground storage tank containing a petroleum product or a hazardous substance? Contact: MDEQ Storage Tank Division: 517-373-8168.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve liquefied petroleum gas storage tanks or container filling locations? Contact MDEQ Storage Tank Division: 517-373-8168.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve the installation of a compressed gas dispensing station with storage? Contact MDEQ Storage Tank Division: 517-373-8168.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve the generation of hazardous waste? Contact: MDEQ Waste Management Division District Office: 517-780-7690.

Environmental Checklist – Page 2

Yes	No	Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve the on-site treatment, storage or disposal of hazardous waste? Contact MDEQ Waste Management Division District Office: 517-373-9875.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve the transport of hazardous waste or non-hazardous liquid industrial waste? Contact MDEQ Waste Program Section: 517-373-9875.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve land filling, transferring or processing solid non-hazardous wastes on-site? Contact MDEQ Waste Management Division District Office: 517-780-7690.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve the installation, construction, reconstruction, relocation, or alteration of any process or process equipment (including air pollution control equipment) which has the potential to emit air contaminants? Contact MDEQ Permit Section: 517-373-7023.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project or facility involve the storage, mixing or distribution of pesticides or fertilizers in bulk quantities? Contact Michigan Department of Agriculture, Pesticide and Plant Pest Management Division: 517-373-1087.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve any man-made change in the natural cover or topography of land, including cut and fill activities which may contribute to soil erosion and sedimentation? Will the earth change disturb an area of one acre or more, or occur within 500 feet of a lake or stream? If the answer to both of these questions is yes, a soil erosion and sedimentation control permit is required. Contact Washtenaw County Drain Commissioner: 734-994-2525.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve the dredging, filling, or construction in, across or under (1) a river, stream, creek, ditch, drain, lake, pond or swamp (2) wetlands (3) floodplain (area that may have or ever had either standing or flowing water)? Contact MDEQ Land and Water Management Division: 517-373-9244.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve any dredging within 500 feet of a lake, river, stream creek or ditch? Contact MDEQ Permit Consolidation Unit, Land and Water Management Division: 517-373-9244.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve any earth change activity within 500 feet of a lake or stream or will the project disturb an area greater than one acre in size? Contact MDEQ Soil Erosion and Sedimentation: 517-373-3178.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve any construction or land alteration within 400 feet of a designated natural river or tributary? Contact MDEQ Land and Water Management Division, Soil Erosion and Sedimentation: 517-373-3178.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve dredging, filling, grading or other alterations of the soil, vegetation or natural drainage, or placement or permanent structures in a designated environmental area? Contact MDEQ Land and Water Management Division, Great Lakes Section: 517-373-1950.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will an on-site wastewater treatment system or septic system be installed? <ul style="list-style-type: none"> <li>➤ For sanitary sewage in quantities of 10,000 gallons per day or less: Contact Washtenaw County Environmental Health: 734-222-3800.</li> <li>➤ For any subsurface discharge of sanitary sewage in quantities equal to or greater than 10,000 gallons per day. Contact: MDEQ Waste Management Division: 517-373-8148.</li> <li>➤ For sanitary sewage in quantities of 6,000 to 10,000 per day: In addition to obtaining a construction permit from the county or district environmental health department, submit a state wastewater discharge notification form. Flow monitoring and reporting are required. Contact MDEQ Waste Management Division, Groundwater Permits Unit: 517-373-8148.</li> <li>➤ For industrial or commercial wastewater in any quantity (other than sanitary wastewater) contact MDEQ Waste Management Division, Groundwater Permits Unit: 517-373-8148.</li> </ul>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve the construction of a water supply well or extension of a water supply service from an existing water system? Contact MDEQ Drinking Water Program, Washtenaw County Environmental Health: 734-222-3800.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are there out-of-service wells, abandoned wells, or cisterns on the site? (Drinking water, irrigation & monitoring wells.) Contact Washtenaw County Environmental Health: 734-222-3800.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve a subdivision or site condominium project utilizing individual on-site subsurface disposal systems or individual wells? Contact: Washtenaw County Environmental Health: 734-222-3800.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the project involve the on-site storage of sanitary sewage prior to transport and disposal off-site (pump and haul)? Contact MDEQ Waste Management Division Groundwater Program Section: 517-373-8148.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has the property or facility ever been subject to a remedial action, limited closure, or other environmental cleanup response under Part 201, Natural Resources and Environmental Protection Act (NREPA)? Is the property currently subject to a response action? Has a baseline environmental assessment (BEA) been completed for the property? Contact MDEQ Environmental Response Division 517-373-9893 and/or MDEQ Storage Tank Division: 517-373-8168.

**Soil Erosion Permit #:** SOI2013- \_\_\_\_\_ **Project:** MORNING STAR CHILD CARE  
 **RESIDENTIAL** 1<sup>ST</sup> Review; Initials: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_ 2<sup>ND</sup> Review: Initials: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
 **COMMERCIAL** 1<sup>ST</sup> Review; Initials: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_ 2<sup>ND</sup> Review: Initials: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Have	<b>SITE PLAN CHECKLIST</b> <b>FOR WASHTENAW COUNTY SOIL EROSION PERMITS</b>	INSP. Need
<input checked="" type="checkbox"/>	Name, Address and Telephone Numbers of the Landowner or Designated Agent. Comments:	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Legal Description of the affected parcel(s) Comments:	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Site location map showing the site and all adjacent properties and proximity to all surface water within 500 feet at a scale not more than 1 inch = 200 feet. If not within 500 feet of surface water, a statement of such must be provided. Comments:	<input type="checkbox"/>
<input checked="" type="checkbox"/> 1.	Site plan at a scale of no more than 1 inch = 100 feet which includes the following: Comments:	<input type="checkbox"/>
<input checked="" type="checkbox"/> A	Location of predominant features, including all proposed and existing structures and vegetation on-site and extending 50 feet beyond property lines Comments:	<input type="checkbox"/>
<input checked="" type="checkbox"/> B	A soil survey or a written description of the soil types of the exposed land areas contemplated for the earth change Comments:	<input type="checkbox"/>
<input checked="" type="checkbox"/> C	Existing and proposed topography at a minimum of two (2) foot contour intervals extending 50 feet beyond the property lines for commercial projects. General slope information for residential projects. Comments:	<input type="checkbox"/>
<input checked="" type="checkbox"/> 2.	Details for the proposed earth changes, including all of the following; Comments:	<input type="checkbox"/>
<input checked="" type="checkbox"/> A	A description and the location of the physical limits of each proposed earth change Comments:	<input type="checkbox"/>
<input checked="" type="checkbox"/> B	A description and location of all existing and proposed on-site drainage, including structure rim elevations and dewatering facilities, if applicable Comments:	<input type="checkbox"/>
<input checked="" type="checkbox"/> C	The timing sequence of each proposed activity included but not limited to: <ul style="list-style-type: none"> <li>◦ Temporary control measures installed</li> <li>◦ Gravel construction access installed</li> <li>◦ Land Clearing</li> <li>◦ Detention/Retention/Sediment pond installation and stabilization</li> <li>◦ Road Construction</li> <li>◦ Utility Installation</li> <li>◦ Final grade/seed</li> <li>◦ Catch Basins/Ponds Cleaned</li> <li>◦ Permanent control measures installed and functioning</li> <li>◦ Remove Temporary control measures</li> </ul> Comments:	<input type="checkbox"/>
<input checked="" type="checkbox"/> D	The location and description of procedures for installing, maintaining and removing all proposed temporary sesc measures Comments:	<input type="checkbox"/>
<input checked="" type="checkbox"/> E	A description and location of all proposed permanent soil erosion control measures Comments:	<input type="checkbox"/>
<input checked="" type="checkbox"/> F	Program proposal for the continued maintenance of all permanent sesc measures that remain after project completion, including the designation of the person responsible for the maintenance. Comments:	<input type="checkbox"/>
<input type="checkbox"/>	Designated Agent Letter Comments:	<input type="checkbox"/>
<input type="checkbox"/>	Completed Application, Fees and Performance Guarantee Comments:	<input type="checkbox"/>

RECEIVED

JUL 10 2014

VILLAGE OF DEXTER



# Dexter Area Fire Department

July 14, 2014

Michelle Aniol  
Community Development Manager  
Village of Dexter

Subject: Plan review of: Morning Star Child Care  
Plans dated: July 10, 2014

Dear Mrs. Aniol:

The Dexter Area Fire Department (DAFD) has reviewed plans submitted to our Department. We have reviewed these plans with Fire Safety and Prevention in mind. Our resources are the Village's Fire Protection Ordinance and Village's Engineering Standards. Below are our comments.

**DAFD Comments:** Due to this occupancy other approvals maybe needed from the State Fire Marshal's Office.

**Village of Dexter Engineering Standards** (as it refers to fire hydrant location & fire department connections): **Within Standards**

**Fire Protection Ordinance:** Requirements of this Ordinance will need to be incorporated in future plans before approval: related but not limited to: Knox Box International Fire Code (IFC) Section 506, Addressing IFC Section 505, Minimum Roadway Widths IFC Section D 103, Fire Lane Signage IFC Section 503.3 & D 103, Portable Fire Extinguishers IFC Section 906 Fire Suppression, Fire Alarm Systems and Kitchen Fire Suppression System (if Applicable) IFC 105.7 & Washtenaw County Building Department.

**DAFD Requirements:** Keep existing "No Parking Fire Lane" sign that has been omitted from the new plans and/or install new.

**DAFD Recommendations:** Expanding existing fire detection system for the new area and add carbon monoxide detection.

Regards:

Donald Dettling  
Fire Inspector

Cc/ Fire Chief Loren Yates  
Village Mgr. Donna Dettling

8140 Main Street • Dexter, MI 48130 • (734) 426-4500 Department • (734) 426-8537 Fax • dexterareafire@aol.com



ARCHITECTS. ENGINEERS. PLANNERS.

July 21, 2014

VILLAGE OF DEXTER  
8140 Main Street  
Dexter, MI 48130

Attention: Ms. Michelle Aniol (Sent via Electronic Mail)  
Community Development Manager

Regarding: Morning Star Child Care  
**Combined Site Plan - Review No. 2**  
OHMJN: 0130-14-1001

Ms. Aniol:

The applicant, Morning Star Child Care, is proposing renovations and the addition of a new 1,400 square foot space to an existing building at 7394 Dexter Ann Arbor Rd. We have reviewed the site plan again in accordance with the Village of Dexter Engineering Standards and have found that the plans require revision. The following items shall be addressed and revised plans provided for additional review:

#### TOPOGRAPHICAL SURVEY

1. Based on discussions with the Village DPW, we understand that the easternmost beehive catch basin has a storm sewer which discharges onto 7390 Dexter-Ann Arbor Road. This condition shall be confirmed and the topographic survey updated if necessary.
2. The plastic catch basin adjacent to the existing mailbox does not show a discharge sewer. Based on old plans, we understand that this may discharge to the right of way ditch. The topographic survey shall confirm this condition.

#### SITE GRADING AND PAVING

3. Sidewalk is proposed in several areas of the site. Spot elevations shall be provided to confirm that ADA compliant grades are attained.
4. The proposed parking space on the West side of the site should have a larger radius to allow for cars to enter the space from the westerly driveway.
5. It appears that the grading as proposed on the southeast corner of the site will route stormwater past the Zone B detention basin and onto 7390 Dexter-Ann Arbor Road. The grading plan shall include a swale to direct runoff from the proposed parking space on the east side of the property into Zone B detention basin. The plan shall include cobble, turf reinforcing mats or other erosion control measures to ensure that runoff will not adversely affect turf surfaces.
6. A swale is proposed in the rear of the site connecting the western portion of the property to the Zone C detention basin. The swale is shown encroaching on the swing which is proposed to be removed and reset on sheet 3. The plans shall be revised to eliminate this encroachment or provide an alternative means (catch basin and storm sewer) to convey the water past the swing set.

OHM Advisors  
34000 PLYMOUTH ROAD  
LIVONIA, MICHIGAN 48150

T 734.522.6711  
F 734.522.6427

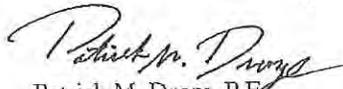
OHM-Advisors.com

## STORM WATER MANAGEMENT

7. We note that children's play areas and equipment encroach into detention basins for Zone B and C. We recommend that there is distinct separation made between these play areas and detention basins. This can be done via fencing to ensure that standing water does not pose a risk to children.
8. The plans shows that the existing fence will remain within the Zone B Detention basin. The basin or fence should be shifted such that they do not overlap.
9. All detention basins shall have one foot of freeboard as a safety factor.
10. Calculations for outflow control for each basin shall be provided. Currently, the calculations assume an allowable flow for the 100-year event, but do not explain how this will be achieved. A standpipe, orifice, weir or other means for controlled release shall be included.
11. Evidence of an easement for the proposed outlet for Zone B shall be included. In addition, a certificate of outlet shall be provided for the proposed discharge to the roadside ditch.
12. Storm sewer easements shall be a minimum of 12-foot wide.
13. The proposed 8-inch HDPE storm sewer from the Zone B detention basin will outlet into the Dexter-Ann Arbor Road ditch. Portions of this storm sewer within the public right of way shall be reinforced concrete.
14. The plan retains a portion of storm sewer upstream of the detention pond for Zone B. This sewer taps the proposed outlet sewer downstream of the detention basin which results in a portion of the site bypassing the detention pond. The plan should be revised to route all site runoff into the detention basin.
15. Grading is proposed within detention basin A. However, the plan does not provide any information on what will be done to provide a positive outlet for stormwater within this basin. The plan shall be updated to include provision for this including any improvements to the storm sewer, end section and ditch.
16. On sheet 6, the labels for Zone A, B, and C all contain the values for Zone C. These shall be changed to match the correct data for each zone.
17. The plans shall include Village of Dexter standard notes for storm water management.

The above comments should be addressed and the Village of Dexter Engineering Standards reviewed prior to submitting for an additional site plan review. A cover letter indicating how each comment in this letter was addressed should be submitted with the revised plans by the Applicant. Should you have any questions about this review, please feel free to contact me at 734-466-4573 or via e-mail at [pat.drozc@ohm-advisors.com](mailto:pat.drozc@ohm-advisors.com).

Sincerely,  
OHM Advisors

  
Patrick M. Drozc, P.E.  
Project Engineer

cc: Donna Dettling, Village Manager (e-mail)  
Dan Schlaff, Public Services Superintendent (e-mail)  
Don Dettling, Dexter Area Fire Department (e-mail)  
Morning Star Daycare, Carrie Anderson 7394 Dexter Ann Arbor Road, Dexter, MI 48130  
Vincent Peters, P.E., Dexter Builders, 8820 Jackson Road, Dexter, MI 48130  
Rhett Gronewelt, P.E., OHM (e-mail)  
File  
P:\0126\_0165\SITE\_Dexter\2014\0130141001 - Morning Star Expansion\SP\_2.docx



CARLISLE

WORTMAN  
associates, inc.

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

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

Date: July 22, 2014

## Combined Site Plan Review For Village of Dexter, Michigan

### GENERAL INFORMATION

<b>Applicant:</b>	Carrie Anderson
<b>Project Name:</b>	Morning Star Day Care Addition
<b>Plan Date:</b>	July 10, 2014
<b>Latest Revision:</b>	NA
<b>Location:</b>	7394 Dexter Ann Arbor
<b>Zoning:</b>	PB, Professional Business within the Dexter Ann Arbor Corridor
<b>Action Requested:</b>	Combined Preliminary/Final Site Plan Approval
<b>Required Information:</b>	Deficiencies noted herein.

### PROJECT AND SITE DESCRIPTION

The applicant is requesting approval to construct a 1,400 square foot building addition to the west of the existing 2,033 square foot day care facility, located at 7394 Dexter-Ann Arbor Road.

The property located at 7394 Dexter-Ann Arbor Road was converted to a child care facility in 2000, having received approval from the Village Council on Tuesday, December 7, 1999, based upon a recommendation for approval from the Planning Commission on November 1, 1999.

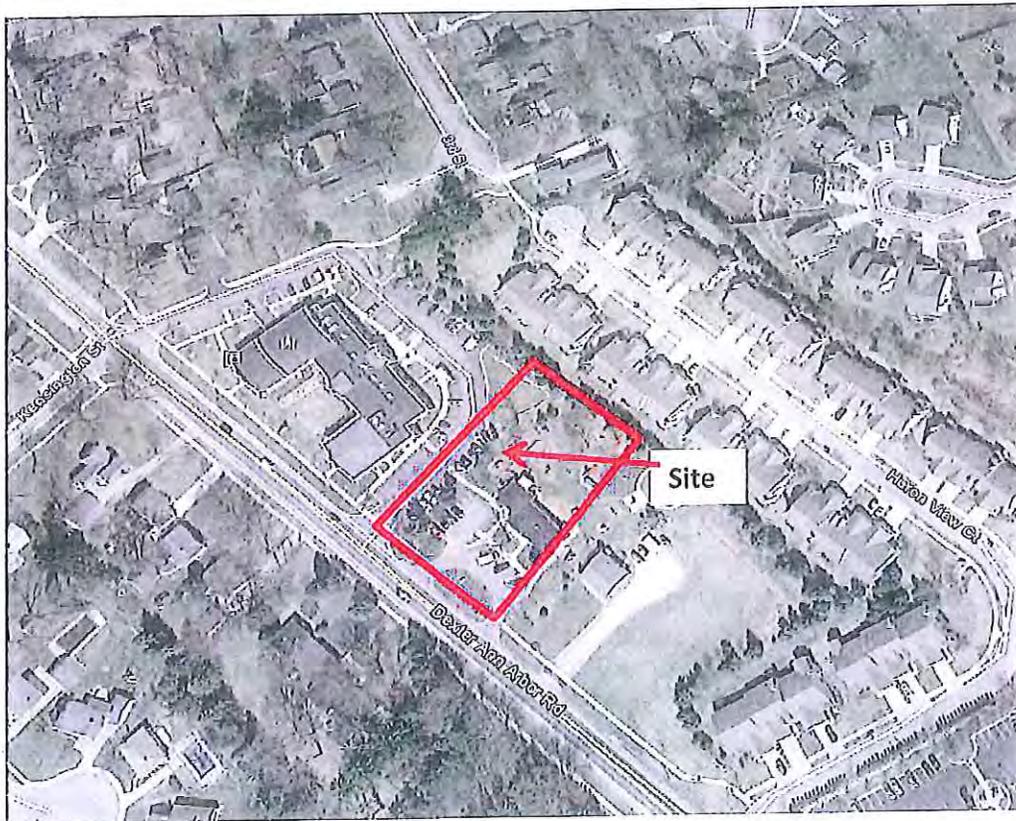
At that time, the development of this site was guided by the Dexter-Ann Arbor Road Corridor Plan. The Corridor Plan called for Multiple-Family Residential use for this property, and in June 1998 the Village Zoning Map was amended to reflect a rezoning from R-1.B Single-Family

Residential District to R-3 Multiple-Family Residential District. On May 27, 2014, following a recommendation from the Planning Commission, the Village Council approved a rezoning of the subject site from R-3 Multiple-Family Residential District to PB, PB Professional Business District.

However, as a result of the minimum lot regulations required for PB, as well as the previous R-3/ARC, the subject site at 7394 Dexter-Ann Arbor Road was and is considered a non-conforming lot. According to Section 4.02C, a nonconforming lot is a lot which was lawfully in existence at the effective date of the Zoning Ordinance, or amendments thereto, but which does not meet the minimum area or lot dimensional requirements of the district in which it is located. Therefore, the lot at 7394 Dexter-Ann Arbor Road is an existing, legal nonconforming lot.

Consequently, any nonconforming lot shall be used only for a use permitted in the district in which it is located, per Section 4.03. Child care/day care uses are principal permitted uses in the PB District. Additionally, the rezoning to PB was approved to facilitate the proposed expansion of the child care facility.

Location of Subject Property:



Size of Subject Property:

The parcel is approximately 1.03 acres in area.

Current and Proposed Uses of the Subject Parcel:

The site is currently and proposed to be used as a day care center.

**AREA, WIDTH, HEIGHT, SETBACKS**

The subject site is zoned PB, Professional Business within the Dexter Ann Arbor Road Corridor district. The dimensional requirements of the PB district are as follows:

	Required	Proposed	Compliance
Lot Area	2 acres	1.03 acres	Existing Legal Non-Conformity
Lot Width	200 feet	150 feet	Existing Legal Non-Conformity
<b>Building Setbacks</b>			
Front:	25 feet	91 feet	Compliant
Side:	10 feet / 20 feet total	West – 11 feet East – 40 feet	Compliant
Rear:	25 feet	113 feet	Compliant
Building Height	2.5 stories / 35 feet	1 story / approx. 18 feet	Compliant

The 1,400 square foot building addition is proposed to wrap around the west, north and east sides of the building. As provided, the proposed addition meets the required dimensional standards of the PB district.

*Items to be Addressed: None.*

**NATURAL RESOURCES**

The proposed site has been previously graded for the development of the residential/day-care structure. Minimal site grading will be necessary to accommodate the proposed building addition. We defer further comment with regard to site grading to the Village Engineer.

*Items to be Addressed: Review of site grading by Village Engineer.*

**ESSENTIAL FACILITIES AND SERVICES**

The existing building is currently serviced by water and sanitary sewer facilities. We defer additional comment related to essential facilities and services to the Village Engineer and the Department of Public Service.

*Items to be Addressed: Village Engineer and Department of Public Service review of essential facilities and services.*

**BUILDING LOCATION AND SITE ARRANGEMENT**

The proposed building addition will wrap around the west, north and east sides of the existing structure (western portion). The driveways and parking areas will not be reconfigured as part of the proposed site improvements. The site is arranged logically with appropriate setbacks from neighboring parcels.

*Items to be addressed: None.*

**PARKING, LOADING**

Section 5.03 requires child care centers provide *2.0 spaces plus 1.0 additional space per each eight (8) children of licensed authorized capacity*. The site plan cover page indicates the day care is licensed for 64 children required 10 parking spaces.

Further, the site plan demonstrates eleven (11) existing parking spaces located north of the one-way circular access drive. Two (2) additional spaces are shown in the southeast and southwest corners of the site respectively. One (1) parking space is required to be barrier-free; however, no barrier-free space is called out on the site plan.

The ZBA granted a variance to allow on-site parking in the front and side yard setbacks on the subject property on December 1, 1999.

*Items to be addressed: Provide one (1) barrier-free parking space.*

**SITE ACCESS AND CIRCULATION**

Site access and circulation of the site will not be modified as part of the building addition request. The site is currently accessed via a one-way circular drive from Dexter-Ann Arbor Road.

*Items to be addressed: None.*

## SIDEWALKS

An existing safety path located within the right-of-way of Dexter Ann Arbor Road. Internal sidewalks are available within the site; however, there is not an internal connection to the public sidewalk along Dexter Ann Arbor Road. The applicant should consider an internal pedestrian connection from the existing sidewalk along Dexter Ann Arbor to the building.

*Items to be addressed:* Consider installing an internal pedestrian connection from the existing Dexter Ann Arbor Road sidewalk to the building.

## LANDSCAPING

A landscape plan has been provided as part of the site plan submittal (Sheet 7). We note the Landscaping Table Requirements provided on Sheet 7 do not reflect the current Village of Dexter Landscaping standards.

Further, in 1999 the ZBA granted variances from the buffer requirements outlined in Section 15(B).02(E) (since that time, these regulations have been modified). With the rezoning of the property to PB, Professional Business, the property now requires additional buffering from the residentially zoned properties to the north and west. Based upon the rezoning, and the changes made to the screening requirements outlined in Section 6.06, we provide the following landscape plan review:

### Parking Lot Screening from Public Streets / ARC Required Parking Lot Screening:

A ten (10)-foot wide buffer with one (1) street/canopy tree for every 30-40 lineal feet of frontage OR one (1) evergreen tree for every twenty (20) feet of lineal frontage AND four (4), 2-foot shrubs for every 20 lineal feet of frontage. At 150 feet of frontage, four (4) canopy trees are required. Three (3) canopy trees are proposed in addition to the existing tree located in the southwest corner of the site, totaling the minimum requirement of four (4) trees.

In addition to the canopy trees, sixty (60) shrubs are required. Nine (9) 'Anthony Waterer' spirea are called out in the central planting area (east side); however, only six (6) are shown. The applicant will need to update the plan to reflect the required amount of shrub plantings.

### Buffers:

**North** – The subject property has been recently rezoned to PB, Professional Business and is adjacent to residential properties zoned R-1B to the north which requires "Buffer Zone C" (Section 6.06). Buffer Zone C requires a 15-foot minimum width buffer area with a 6-foot high continuous wall, fence or 3-foot high planted berm AND one (1) ornamental tree OR one (1) evergreen tree AND five upright shrubs per each thirty (30) lineal feet along the property line, rounded upward.

Based upon the Ordinance requirements noted above, the 15-foot wide north buffer area is required to contain seven (7) trees and thirty-one (31) shrubs in addition to a six (6)-foot high fence or three (3)-foot high berm. Seven (7) existing trees are demonstrated on the plan; however no shrubs are called out. In addition, an existing 4-foot tall fence will remain along the northern property line (see Sheet 2); however, no fence detail has been provided.

On December 1, 1999, the ZBA granted relief from Section 15(B).02(E), which has since been amended in addition to the property being rezoned from R-3 to PB, Professional Business. While variances generally run with the land, the zoning of the property AND the landscaping provisions related to buffer/screening of adjacent properties has changed since 1999. In order to meet the buffer requirements outlined in Section 6.06 along the northern property line (Buffer Zone C) the fence will need to be 6 feet tall and thirty-one (31) shrubs are required to be planted or a new variance granting relief from Section 6.06 would need to be obtained from the ZBA.

West – With the rezoning of the subject parcel to PB, a “Buffer Zone B” is now required between the day care facility and the adjacent R-3 (underlying) zoning to the west. Buffer Zone B requires a 10-foot minimum width buffer area with a 3-foot high planted berm or 4-foot high continuous wall or fence AND one (1) ornamental tree OR one (1) evergreen tree AND 7 upright shrubs per each thirty (30) lineal feet along the property line rounded upward.

Based upon the Ordinance requirements, the western landscape buffer must be 10 feet wide and contain a 4-foot high fence, ten (10) trees and seventy (70) shrubs. The landscape plan demonstrate six (6) existing trees will remain and one (1) ornamental tree will be added (7 trees total), and five (5) existing shrubs will remain and thirty-three (33) new shrubs will be added. As presented, the western buffer is deficient thirty-two (32) shrubs (after consideration of the potential waiver for existing landscaping.– Section 6.13).

In addition, the 10-foot wide buffer cannot be accommodated at the southwest corner of the property due to the existing parking lot. We note however, that this existing non-conformity is increased with the addition of the parking space in this area. In order to meet the buffer requirements outlined in Section 6.06 along the western property line (Buffer Zone B) three (3) additional trees and thirty-two (32) additional shrubs are required to be planted or a new variance granting relief from the standards of Section 6.06 would need to be obtained from the ZBA. Or the Planning Commission may opt to provide a waiver for the requirements of Section 6.06.

East – The property to the east of the day care facility has been rezoned to PB, Professional Business as well. Therefore, the required buffering along the eastern property line must meet the standards provided for Buffer Zone A. Section 6.06 requires Buffer Zone A must be a minimum of ten (10) feet wide and consist of one (1) ornamental AND one (1) evergreen tree every forty (40) lineal feet along the property line AND five (5) upright shrubs per each thirty (30) lineal feet along the property line, rounded upward.

Based upon the Ordinance requirements, the eastern landscape buffer must be 10 feet wide and consist of eight (8) ornamental trees, eight (8) evergreen trees and fifty-one (51) shrubs. As presented on the landscape plan, four (4) existing trees (1 deciduous and 3 evergreen) are demonstrated to remain in addition to the existing 4-foot fence that runs along the eastern property line from the front of the structure to the rear (north property line). The eastern buffer is deficient seven (7) ornamental trees, five (5) evergreen trees, and fifty-one (51) shrubs. A credit for five (5) existing trees may be considered by the Planning Commission in accordance with Section 6.13.

On December 1, 1999, the ZBA granted relief from Section 15(B).02(E), which has since been amended in addition to the property being rezoned from R-3 to PB, Professional Business. While variances generally run with the land, the zoning of the property AND the landscaping provisions related to buffer/screening of adjacent properties has changed since 1999. In order to meet the buffer requirements outlined in Section 6.06 along the eastern property line (Buffer Zone A) seven (7) ornamental trees, five (5) evergreen trees, and fifty-one (51) shrubs are required to be planted or a new variance granting relief from Section 6.06 would need to be obtained from the ZBA. Or the Planning Commission may opt to provide a waiver for the requirements of Section 6.06.

**On-Site Landscaping:** Section 6.07 requires interior landscaping to make up at least 5% of the total lot area. This landscaping cannot be counted toward any other required landscaping. Based upon the size of the lot, 2,249 square feet of on-site landscape area is required containing six (6) trees and nine (9) shrubs. It appears the applicant is deficient three (3) trees and nine (9) shrubs. The existing Cottonwood tree cannot count in the existing calculation. Cottonwood trees are listed on the prohibited tree list found in Section 6.11C.

**Parking Lot Landscaping:** Based upon the square footage of the parking lot (5,316 square feet), 159.48 square feet of parking lot landscaping is required. One (1) existing tree and one (1) proposed tree are proposed within the 240 square feet of parking lot landscaping area provided.

**Waste Receptacle:** A 5-foot by 5-foot concrete pad for trash enclosure is shown on Sheet 4 in the southwest corner of the proposed building addition. The applicant should verify what type of waste collection will be utilized by the facility (curb-side or dumpster). If a dumpster enclosure is intended, it does not meet the standards outlined in Section 3.16.

While it is clear the current landscaping standards have not been satisfied, Section 6.13 allows for the Planning Commission to waive landscaping and screening requirements. In doing so, the following should be considered:

1. Extent to which existing natural vegetation provides desired screening.
2. The existence of a steep change in topography which would limit the benefits of required landscaping.

3. The presence of existing wetlands.
4. Existing and proposed building placement.
5. The abutting or adjacent land is developed or planned by the Village for a use other than residential.
6. Building heights and views.
7. The adjacent residential district is over 200 feet away from the subject site.
8. Conditions similar to the above exist such that no good purpose would be served by providing the landscaping or screening required.

Additionally, in no case shall the minimum number of required trees be reduced by less than 50% through the use of existing trees.

*Items to be addressed:* 1) Update landscape plan to depict required number of shrubs for parking lot screening. 2) Provide a 6-foot tall fence and thirty-one (31) shrubs along the north property line OR Planning Commission to provide a waiver based upon the standards of Section 6.13. 3) Provide three (3) additional trees and thirty-two (32) additional shrubs along the west property line OR Planning Commission to provide a waiver based upon the standards of Section 6.13. 4) Provide seven (7) ornamental trees, five (5) evergreen trees, and fifty-one (51) shrubs along the eastern property line OR Planning Commission provide a waiver based upon the standard of Section 6.13. 8) Provide three (3) trees and nine (9) shrubs for on-site landscaping. 9) Verify if curb-site garbage collection will be utilized.

**LIGHTING**

A photometric lighting plan has not been provided for review. Any existing and proposed wall-mounted and pole-mounted fixture detail and location, as well as illumination levels shall be provided on the lighting plan in accordance with Section 3.19.

*Items to be addressed:* Provide a photometric plan in accordance with Section 3.19.

**SIGNS**

No signage is proposed.

*Items to be addressed:* None.

**FLOOR PLANS AND ELEVATIONS**

Floor plans of the proposed addition have been provided.

Building design and exterior building materials are required to meet the standards outlined in the ARC, Ann Arbor Road Corridor Overlay District. Section 15(B).02 E. requires the applicant provide a schedule indicating percentage of façade materials totaling 100% and the applicant shall be provide a sample board to the Planning Commission.

We recommend the applicant consider architecture and building materials that may be more compatible with the existing building. Updating of exterior materials on all elevations existing and proposed may be warranted to provide an addition that tie in with the existing structure. Providing a color rendering of the elevations may be helpful in determining if the proposed exterior materials will coordinate with the existing structure.

*Items to be addressed: 1) Provide a schedule of exterior materials with percentages as required. 2) Provide material sample board at Planning Commission meeting. 3) Consider applying similar architecture and building materials to the entire structure. 4) Provide a color rendering of elevations.*

#### RECOMMENDATIONS

Prior to recommending approval of the combined site plan for Morning Star Day Care located at 7394 Dexter Ann Arbor Road the following items be addressed to the satisfaction of the Planning Commission:

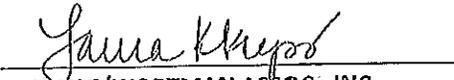
1. Review of site grading by Village Engineer.
2. Village Engineer and Department of Public Service review of essential facilities and services.
3. Provide one (1) barrier-free parking space.
4. Consider installing an internal pedestrian connection from the existing Dexter Ann Arbor Road sidewalk to the building.
5. Update landscape plan to depict required number of shrubs for parking lot screening.
6. Provide a 6-foot tall fence and thirty-one (31) shrubs along the north property line OR Planning Commission to provide a waiver based upon the standards of Section 6.13.
7. Provide three (3) additional trees and thirty-two (32) additional shrubs along the west property line OR Planning Commission to provide a waiver based upon the standards of Section 6.13.

8. Provide seven (7) ornamental trees, five (5) evergreen trees, and fifty-one (51) shrubs along the eastern property line OR Planning Commission to provide a waiver based upon the standards of Section 6.13.
9. Provide three (3) trees and nine (9) shrubs for on-site landscaping.
10. Verify if curb-site garbage collection will be utilized.
11. Provide a photometric plan in accordance with Section 3.19.
12. Provide a schedule of exterior materials with percentages as required.
13. Provide material sample board at Planning Commission meeting.
14. Consider applying similar architecture and building materials to the entire structure.
15. Provide a color rendering of elevations.

---



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



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

# 241-1407

cc: Carrie Anderson, 10881 Scott Drive, Whitmore Lake, MI 48189  
Washtenaw Engineering Co., 3526 W. Liberty Road, Suite 400, Ann Arbor, MI 48103

AGENDA 8-11-14  
ITEM 1-3

**VILLAGE OF DEXTER**

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

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

**MEMO**

**To: President Keough and Council**  
**From: Courtney Nicholls, Interim Village Manager**  
**Date: August 11, 2014**  
**Re: Consideration – Dedication of Dexter Crossing Phases 6, 7, & 8**

Provided for Council consideration is a Resolution for the dedication of public right-of-ways and utilities for phases 6, 7 & 8 in Dexter Crossing. The attorney review letter references several documents that have been prepared. These documents have been e-mailed to Council and are available for review at the Village Offices. Included with the packet is Exhibit A and a copy of the Annual Maintenance Payment Agreement for payments in lieu of a Maintenance and Guarantee Bond.

A separate Resolution for Street Certification is also on the agenda for consideration. This Resolution follows the format required by the State of Michigan to include these streets within the Village Street System for the purpose of obtaining funds under Act 51.

Council first examined the idea of dedication of Dexter Crossing 5B, 6, 7, and 8 using a modified dedication approach in April 2013. And in September of 2013 Council dedicated Dexter Crossing 5B. A modified dedication approach was used due to the fact that it has been 10 years since the infrastructure in Phase 5B, 6, 7 & 8 was installed and the difficulty in obtaining a Maintenance & Guarantee Bond (M&G Bond). Council discussed the idea of accepting Phases 6, 7 & 8 with an agreement for payments in lieu of a M&G Bond. Council understands 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. This consideration item is a result of that discussion.

Council is being asked to adopt the Resolution to dedicate Dexter Crossing Phases 6, 7 & 8, as well as the Agreement for payment in lieu of a Maintenance and Guarantee Bond. Upon execution of the Agreement by the Village, the first deposit will be collected from Dexter Development LLC.

All documents will be fully executed and originals retained in the Village records. Jane Finkbiner of Peter's Building Co. will record documents and return copies to the Village for our permanent records.





Dykema Gossett PLLC  
39577 Woodward Ave.  
Suite 300  
Bloomfield Hills, MI 48304  
WWW.DYKEMA.COM  
Tel: (248) 203-0700

**Stephen R. Estey**  
Direct Dial: (248) 203-0538  
Email: SESTEY@DYKEMA.COM

July 25, 2014

**Via Electronic Mail**

Ms. Donna Dettling, Village Manager  
Village of Dexter  
8140 Main Street  
Dexter, Michigan 48130-1092

**Re: Road Dedication Materials for Dexter Crossing Phases 6, 7, and 8**

Dear Ms. Dettling:

At your request, we have reviewed the following road dedication materials being presented to the Village of Dexter (the "Village") for the above referenced development (the "Dedication Materials"):

- Unexecuted Village Resolution for Dedication of Public Rights-of-Way and Utilities for Phases 6, 7, and 8 Dexter Crossing;
- June 17, 2014 OHM Letter to Village;
- Unexecuted Public Utilities Easement;
- Unexecuted Storm Sewer Easement;
- Unexecuted Sanitary Easement;
- Unexecuted Water Main Easement;
- Unexecuted Bill of Sale Roads;
- Unexecuted Bill of Sale Utilities;
- Unexecuted Annual Maintenance Payment Agreement;
- Unexecuted Quit Claim Deed from Dexter Development, L.L.C. to the Village of Dexter.

We understand that the Village has inspected and approved the construction and location of the roads and utilities (including the legal descriptions of same) to be dedicated and, with your permission, we are assuming (i) that the legal descriptions and sketches in the Dedication Materials are accurate in regards to actual locations of the improvements as verified by your inspections (and OHM, which you have relied upon); and (ii) that Dexter Development, L.L.C. has the requisite legal authority to transfer title to the roads to the Village.

Please note the following in regards to the Dedication Materials:

- The resolution should be modified in accordance with the version attached hereto as **Exhibit A**. Further, you will need to attach the appropriate attachment as is referenced in the second “whereas” clause.
- Proposed Bills of Sale were not provided to us. The Village should require the Bills of Sale attached here as **Exhibit B** be utilized. Please note that the proper legal descriptions will need to be attached as Exhibit A to each Bill of Sale. The legal descriptions should be limited to Dexter Crossing Phases 6, 7, and 8 only.
- The Annual Maintenance Payment Agreement should be modified in accordance with the version attached hereto as **Exhibit C**. Further, you will need to ensure that the appropriate documents are attached as Exhibit A.
- The Public Utilities Easement, Storm Sewer Easement, Sanitary Easement, and Water Main Easement should be modified in accordance with the versions attached hereto as **Exhibit D**.
- Both the legal descriptions and the surveys should be attached to the Quit Claim Deed. See **Exhibit E**.
- We have not reviewed, nor are we commenting upon the integrity or useful life of the Roads and Improvements in question.
- Our review of the Village Code of Ordinances does not indicate that the Village must require either a Letter of Credit or Maintenance and Guarantee Bond as a prerequisite to accepting a public dedication of private roads. Accordingly, it appears that the Village may elect to waive this requirement with respect to the proposed dedication of roads in Dexter Crossing Phases 6, 7, and 8. The Village should carefully consider the specific reasons for the waiver in the current case.
- The Village should obtain copies of corporate resolutions or documentation evidencing the authority of Dexter Development, L.L.C. to transfer the subject properties, and for Peters Building Co. to sign on their behalf.

Based on our review of the Dedication Materials and subject to the permitted assumptions, conditions and matters set forth above, we find the documentation for dedication of the Roads and Utilities within Dexter Crossing Phases 6, 7, and 8 will be complete and legally effective in

# DYKEMA

Ms. Donna Dettling  
July 25, 2014  
Page 3

transferring title to the Village for public use upon compliance with the instructions set forth herein.

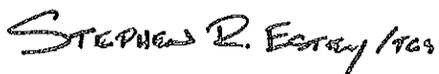
If the Village agrees to accept the dedication of such rights-of-way and improvements within Dexter Crossing Phases 6, 7, and 8, then the Village Council may pass the resolution referenced above and obtain and retain fully executed originals of each document in the Village records.

Please note that the quit claim deed and easements should be properly recorded by the Village with the Washtenaw County Register of Deeds.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

DYKEMA GOSSETT PLLC

Handwritten signature of Stephen R. Estey in black ink.

Stephen R. Estey



ARCHITECTS. ENGINEERS. PLANNERS.

June 17, 2014

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

RE: Dexter Crossing Subdivision  
Phase 6, 7 and 8  
Easement Review

Dear Ms. Dettling:

We have reviewed the attached easements for the above-referenced project and take no exceptions. Please execute the enclosed dedication documents. After these documents have been executed, they should be recorded with the County Register of Deeds along with the easement sketch and description. After recordation, the original documents will be returned to the Village and I ask that you please forward a copy of the recorded document to me.

If you have any questions, please contact me.

Sincerely,

OHM Advisors

A handwritten signature in blue ink, appearing to read "Chris Nielsen", is written over a horizontal line.

Christopher H. Nielsen, PS

Encl: Dedication Documents  
cc: File  
Metro Consulting Associates

# EXHIBIT A

##-2014  
**RESOLUTION FOR THE  
DEDICATION OF PUBLIC RIGHTS-  
OF-WAY AND UTILITIES FOR  
PHASES 6, 7 and 8 DEXTER  
CROSSING**

**Village of Dexter  
Washtenaw County, Michigan**

WHEREAS, the Dexter Village Council, on behalf of the Village of Dexter, of 8140 Main Street, Dexter, Michigan 48130 (the "Village"), approved a Final Site Plan for Dexter Crossing, a site condominium, located in the Village of Dexter, Washtenaw County, Michigan; and

WHEREAS, the approved Final Site Plan includes the rights-of-way known as portions of Wellington Drive and South Downs Drive and all of Coventry Circle and Maltby Drive collectively referred to as Phases 6, 7 and 8, and as further described in Attachment A hereto; and

WHEREAS, Dexter Development L.L.C., a Michigan limited liability company, has agreed to dedicate to the public, the roadways, sidewalks, signs, traffic control devices and other related improvements known as Phases 6, 7, and 8 in Dexter Crossing as a public rights-of-way, as well as the water main system, the sanitary sewer system, the storm water drainage system and any other public utilities located within the development known as Dexter Crossings, as further described in Attachment A hereto (collectively, the "Roads and Infrastructure"); and

WHEREAS, OHM the Village Engineer reviewed legal description and easements for Phases 6, 7 and 8 submitted a letter dated June 17, 2014 and found them to be in order; and

WHEREAS, Village Council decided to waive the requirement for Dexter Development L.L.C. to post a Maintenance and Guarantee Bond ("M&G Bond") in exchange for an agreement for payments in lieu of a M&G Bond; and

WHEREAS, execution of Annual Maintenance Payment Agreement in lieu of a M&G Bond is being considered with the adoption of this Resolution and shall not establish a precedent that will require the Village to issue similar waivers and or side agreements with respect to future public dedications of roads, rights-of ways, road infrastructure or public utilities., and

WHEREAS, the Village has agreed to accept the dedication of the Roads and Infrastructure.

BE IT THEREFORE RESOLVED, that the Village accepts the dedication of the Roads and Infrastructure for Phases 6, 7, and 8 of Dexter Crossing Site Condominium, as further described in Attachment A hereto, for any and all public uses. The dedication will be completed and effective upon receipt by the Village of all required fully executed documents, including the Quit Claim Deed, Bill of Sale – Roads, Bill of Sale – Utilities, Public Utilities Easement, Sanitary

Easement, Storm Sewer Easement, Water Main Easement, and Annual Maintenance Payment Agreement.

MOVED BY:

SUPPORTED BY:

YEAS:

NAYS:

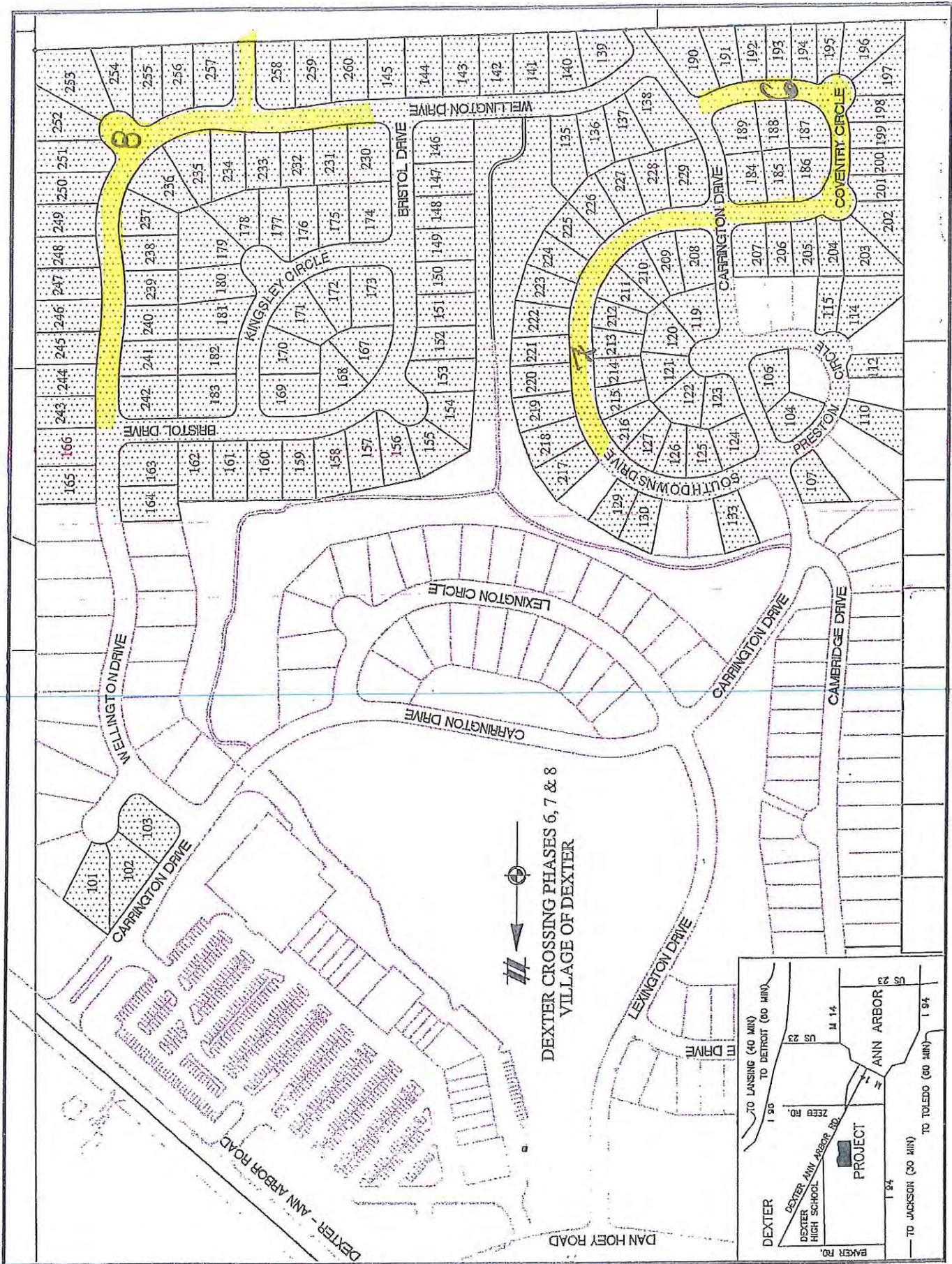
ABSENT:

RESOLUTION #-2014 DECLARED ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2014.

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

CERTIFIED BY:

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



## AGREEMENT

This Agreement (this "Agreement") is made as of July \_\_, 2014, by and between **THE VILLAGE OF DEXTER** (the "Village"), whose address is 8140 Main Street, Dexter, Michigan 48130, and Dexter Development, L.L.C., a Michigan limited liability company (the "Developer"), whose address is P.O. Box 577 Saline, MI 48176.

### RECITALS:

**WHEREAS**, the Dexter Village Council, on behalf of the Village approved a Final Site Plan for Phases 6, 7 and 8 Dexter Crossing, a site condominium, located in the Village of Dexter, Washtenaw County, Michigan; and

**WHEREAS**, Developer agreed to dedicate to the public, the roadways, sidewalks, signs, traffic control devices and other related improvements known as Phase 6, 7 and 8 of Dexter Crossing as a public right-of-way, as well as the water main system, the sanitary sewer system, the storm water drainage system and any other utilities located within the right-of-way of Dexter Crossing Phases 6, 7 and 8, as further depicted on Exhibit A attached hereto (collectively, the "Roads and Infrastructure"); and

**WHEREAS**, pursuant to Resolution \_\_-2014, the Village accepted the dedication of the private Roads and Infrastructure for any and all public uses; and

**WHEREAS**, in consideration of the Village's acceptance of the public dedication of the Roads and Infrastructure, and in lieu of requiring a letter of credit or bond from the Developer, the Village is requiring the Developer to make annual payments towards the maintenance and repair of the Roads and Infrastructure.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, and other valuable consideration, the Village and the Developer agree to the following terms and conditions:

1. Annual Maintenance Payments. Developer shall pay to the Village an amount equal to Ten Thousand and 00/100 Dollars (\$10,000.00) annually (the "Annual Maintenance Payment"). The Annual Maintenance Payment shall be paid in two installments of \$5,000 each. The initial installment of Five Thousand and 00/100 Dollars (\$5,000) will be paid upon execution of this agreement. Thereafter, installments of Five Thousand and 00/100 Dollars (\$5,000) shall be paid on or before June first of each year and on or before December first of each year. The Village shall use the Annual Maintenance Payment towards the costs incurred by the Village to maintain and repair the Roads and Infrastructure. The Annual Maintenance Payment shall be payable to the Village at the address set forth above (or at such other address as may hereafter specified by written notice from the Village to the Developer). If the Developer fails to pay Annual Maintenance Payment within five (5) days from the date when due, then interest at the "Default Rate" (as defined below) shall accrue on the unpaid portion from the date due until paid in full. The "Default Rate" shall be the lesser of the highest rate permitted by law or six percent (6%) over the "Prime Rate" (For purposes hereof, "Prime Rate" shall mean a rate equal to the prime rate announced from time to time by Bank of America or its successors, at its principal office. If such rate shall cease to be quoted by Bank of America or its successor, or if the successor to Bank America cannot be reasonably determined, then the Prime Rate shall be a publicly quoted reference lending rate reasonably acceptable to the Village and Developer.) At such time as 95% of the homes in

Phase 6, 7 and 8 of Dexter Crossing are constructed and receive a Certificate of Occupancy, the Annual Maintenance Payment obligation set forth in this paragraph shall terminate.

2. Authority. Each signatory hereby warrants to the others that the individual executing this Agreement on behalf of the respective entities has the authority to do so for and on behalf of the entity which it purports to act and that the entity has obtained all necessary consents and approvals of all other parties and interest.

3. Governing Law. This Agreement shall be construed and determined in accordance with the laws of the State of Michigan.

4. Severability. The provisions of this Agreement are severable. If any section, paragraph, sentence or provision shall be invalid or unenforceable, it shall not affect any of the remaining provisions of this Agreement and all provisions shall be given full force and effect separately from the unenforceable or invalid section, paragraph, sentence or provision, as the case may be.

5. Captions. The captions in the paragraph headings contained in this Agreement are for the convenient reference only and in no way define or extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

6. Notices All notices to be given under this Agreement shall be in writing and delivered by overnight courier, or deposited in the United States mail, certified or registered mail with return receipt requested, postage paid, and addressed as set forth above.

7. Waiver. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver unless so specifically stated.

8. Counterparts. This Agreement may be executed in any number of counterparts, and when fully executed by all parties, shall be deemed one and the same instrument binding upon all parties.

9. Attorneys Fees. Developer agrees to pay the costs and expenses, including reasonable attorney's fees, incurred by the Village as a result of any litigation in which the Village become involved as a result of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS OF THE ABOVE, the parties have caused this Agreement to be duly executed by their duly authorized officers.

**VILLAGE OF DEXTER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

**DEXTER DEVELOPMENT, L.L.C.**, a Michigan limited liability company

By: Peters Building Co., a Michigan corporation, its Manager

By:   
James G. Haeussler  
Its: President

Dated: July 29, 2014

STATE OF MICHIGAN        )  
  )ss  
COUNTY OF \_\_\_\_\_  )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of the Village of Dexter.

\_\_\_\_\_, Notary Public,  
\_\_\_\_\_ County, MI  
acting in \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_

STATE OF MICHIGAN )  
 )ss  
COUNTY OF Washtenaw )

The foregoing instrument was acknowledged before me on July 27, 2014, by James G. Haeussler, the President of Peters Building Co., a Michigan corporation, as Manager of Dexter Development, L.L.C., a Michigan limited liability company, on behalf of the company.

Marie A. Sherry  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, MI  
acting in \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_

MARIE A. SHERRY  
Notary Public, Washtenaw County, Michigan  
My Commission expires November 10, 2014  
Acting in Washtenaw County

AGENDA 8-11-14  
ITEM C-4

Resolution for Street Certification

At a regular meeting of the Village Council of Dexter, Michigan, held at the Dexter Senior Center on July 28, 2014 the following resolution was offered by Trustee \_\_\_\_\_ and supported by Trustee \_\_\_\_\_:

WHEREAS, the Village of Dexter did on July 28, 2014 acquire title to Coventry Circle, Maltby Drive and portions of South Downs and Wellington, and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place these streets within the Village Street System for the purpose of obtaining funds under Act 51, PA 1951 as amended.

NOW THEREFORE BE IT RESOLVED:

That the center line of said streets is described as:

**COVENTRY CIRCLE RIGHT-OF-WAY (42' WIDE):**

A PARCEL OF LAND 42 FEET WIDE (21 FEET EACH SIDE OF CENTERLINE) FOR RIGHT-OF-WAY PURPOSES LOCATED IN DEXTER CROSSING PHASE 6, DESIGNATED AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 293, MICHIGAN.

MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 207 OF SAID DEXTER CROSSING, PHASE 6; THENCE SOUTH 03°46'51" EAST 132.24 FEET ALONG THE EAST LINE OF LOT 207 EXTENDED TO THE POINT OF BEGINNING; THENCE SOUTH 86°13'08" WEST 90.68 FEET; THENCE 6.33 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 88°01'51" WEST 6.33 FEET; THENCE SOUTH 89°50'37" WEST 46.89 FEET; THENCE 157.08 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 44°50'37" WEST 141.42 FEET; THENCE SOUTH 00°09'22" EAST 58.59 FEET; THENCE 157.09 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 45°09'23" EAST 141.43 FEET; THENCE NORTH 89°50'37" EAST 79.24 FEET; THENCE 101.66 FEET ALONG A 230.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 77°10'54" EAST 100.83 FEET; THENCE NORTH 62°47'42" EAST 33.38 FEET TO THE POINT OF ENDING.

**MALTBY DRIVE RIGHT-OF-WAY (50' WIDE):**

A PARCEL OF LAND 50 FEET WIDE (25 FEET EACH SIDE OF CENTERLINE) FOR RIGHT-OF-WAY PURPOSES LOCATED IN DEXTER CROSSING PHASE 8, DESIGNATED AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 293, MICHIGAN.

COMMENCING AT THE NORTHWEST CORNER OF LOT 260 OF SAID DEXTER CROSSING PHASE 8; THENCE NORTH 01°35'19" WEST 25.00 FEET; THENCE NORTH 88°24'44" EAST 17.68 FEET; THENCE 59.28 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 85°00'30" EAST 59.25 FEET; THENCE NORTH 81°37'07" EAST 54.87 FEET; THENCE 138.71 FEET ALONG THE ARC OF A 600.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT,

HAVING A CHORD BEARING AND DISTANCE OF NORTH 88°14'28" EAST 138.40 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°16'57" EAST 165.08 FEET TO THE POINT OF ENDING.

**SOUTH DOWNS DRIVE RIGHT-OF-WAY (50' WIDE):**

A PARCEL OF LAND 50 FEET WIDE (25 FEET EACH SIDE OF CENTERLINE) FOR RIGHT-OF-WAY PURPOSES LOCATED IN DEXTER CROSSING PHASE 7, DESIGNATED AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 293, MICHIGAN.

MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 217 OF SAID DEXTER CROSSING, PHASE 7; THENCE SOUTH 69°02'25" WEST 26.81 FEET TO THE POINT OF BEGINNING; THENCE 160.41 FEET ALONG THE ARC OF A 230.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 23°16'46" EAST 157.17 FEET; THENCE SOUTH 03°18'01" EAST 117.20 FEET; THENCE 359.36 FEET ALONG THE ARC OF A 230.00 FOOT CIRCULAR CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 41°27'34" WEST 323.90 FEET; THENCE SOUTH 86°13'09" WEST 70.97 FEET TO THE POINT OF ENDING .

**WELLINGTON DRIVE RIGHT-OF-WAY (50' WIDE):**

A PARCEL OF LAND 50 FEET WIDE (25 FEET EACH SIDE OF CENTERLINE) FOR RIGHT-OF-WAY PURPOSES LOCATED IN DEXTER CROSSING PHASE 8, DESIGNATED AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 293, MICHIGAN.

MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 260 OF SAID DEXTER CROSSING PHASE 8; THENCE NORTH 01°35'19" WEST 25.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°24'44" EAST 17.68 FEET; THENCE 59.28 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 85°00'30" EAST 59.25 FEET; THENCE NORTH 81°37'07" EAST 54.87 FEET; THENCE 166.54 FEET ALONG THE ARC OF A 600.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 89°34'11" EAST 166.01 FEET; THENCE SOUTH 82°28'43" EAST 11.20 FEET; THENCE 431.24 FEET ALONG THE ARC OF A 230.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 43°48'32" EAST 370.79 FEET; THENCE NORTH 09°33'22" WEST 21.43 FEET; THENCE 171.13 FEET ALONG THE ARC OF A 600.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 01°23'11" WEST 170.55 FEET; THENCE NORTH 06°47'09" EAST 44.51 FEET; THENCE 68.69 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 03°03'32" EAST 68.64 FEET; THENCE NORTH 00°40'35" WEST 69.49 FEET TO THE POINT OF ENDING.

That said streets are located with a Village right-of-way and are under the control of the Village of Dexter.

That said streets are a public street and are for public street purposes.

That said streets were accepted into the Village Local Street System and were open to the public on July 28, 2014.

RESOLUTION DECLARED ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_.

---

Village President – Shawn W. Keough

CERTIFICATION

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Village Council of the Village of Dexter, County of Washtenaw, State of Michigan, at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_.

---

Village Clerk – Carol J. Jones



AGENDA 8-11-14  
ITEM L-5

**VILLAGE OF DEXTER**

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

8140 Main Street Dexter, MI 48130-1092

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

**MEMO**

**To: President Keough and Council Members**  
**From: Courtney Nicholls, Interim Village Manager**  
**Date: August 7, 2014**  
**Re: Purchase Agreement with Hafner Rentals LLC**

Provided for Council's review and consideration is the purchase agreement with Hafner Rentals LLC (owned by Ed Hafner) for 0.134 acres of property along the current Department of Public Works driveway off of Central Street. This purchase of property is necessary to complete the last segment of the Border to Border Trail that currently exists from Dexter Huron Metropark to the DPW property.

The Village will pay Mr. Hafner \$25,000 plus make the agreed upon improvements to his property. A memo summarizing the project costs is attached. At the closing the Village and Mr. Hafner will sign the easement agreement and the ingress/egress easement, which are also provided for Council's review.

Council is asked to make a motion to accept the terms of the purchase agreement and instruct the Interim Village Manager to sign all documents necessary to complete the transaction.

## memorandum

**Date:** July 9, 2014

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

**Re:** Border to Border Trail Improvements

Per the direction of Council, we have compiled information for the various proposed improvements related to the proposed Border to Border trail between Central Street and the Village DPW Building. This memorandum is intended to summarize the scope improvements, suggested engineering tasks, scheduling, permit requirements and an overall understanding of project costs.

### SCOPE OF CONSTRUCTION

#### *Border to Border Trail*

The most significant portion of the work includes construction of the remaining 1300 feet of County border to border trail between Central Street to behind the DPW. The trail will be 10 foot wide and will have an 8' high fence along the railroad track side per MDOT requirements. This fence will terminate 25 feet short of the Central Street right of way per Village requests. An additional 4' high fence will also be installed between the DPW driveway and the trail to keep trail users on the proposed trail. Storm water will be conveyed through use of a storm sewer running from the trail into the existing Village Detention Pond.

#### *DPW Driveway Improvements*

The project will include paving a 600 foot long, 20 foot wide asphalt roadway to provide access to the DPW as well as two residential parcels north of the railroad right of way. As part of this, existing asphalt millings will be removing and hauled into the DPW storage areas. New gates will be installed and fencing will extend to encompass the entire DPW site. Areas will be restored with seed and mulch.

#### *3616 Central Improvements*

As part of the project, the Village is seeking to purchase a portion of land at 3616 Central Street. As part of the purchase agreement, the Village will perform work including the replacement of parking, paving of an asphalt driveway and replacement of utility services to an existing residential duplex.

### ENGINEERING TASKS

To construct these various improvements, we suggest that a design engineering task is considered that includes development of plan and profiles for the proposed roadways and storm sewer. We will propose to use previously completed topographic survey from the County's Border to Border Trail project but also suggest that a day of supplemental topographic survey is performed to obtain new surface information from the millings placed along this corridor in 2012.

Upon completion of the design, we would package this with appropriate specifications and estimated quantities for bidding purposes. Staff has also recommended that OHM assist the Village with during construction. We envision this including inspection of the roadway, trail and storm sewer construction with spot inspection provided for the restoration and fence installations.

We also suggest that soil borings are performed to confirm the material within the road corridors is suitable for the proposed roadway construction and if not, what measures should be taken to ensure stability. We also recommend materials testing during construction to confirm base density and that product specifications are met.

### PERMITTING AND EASEMENTS

Through discussions with the Ryan Hoensheid of MDOT's Office of Rail, it is our understanding that the project can proceed into Construction through use of a "permit to enter" arrangement. This permit can be applied for by the designated contractor and generally takes 30 to 60 days to clear through Amtrak. With this permit, Amtrak will also arrange for inspection when work occurs near railroad assets. Based on a previously permitted project, we understand this cost is generally around \$870 per day. In addition to fees, a condition of the permit will also be that an easement is created that encompasses the Village improvements in their entirety. This includes the following within MDOT right of way:

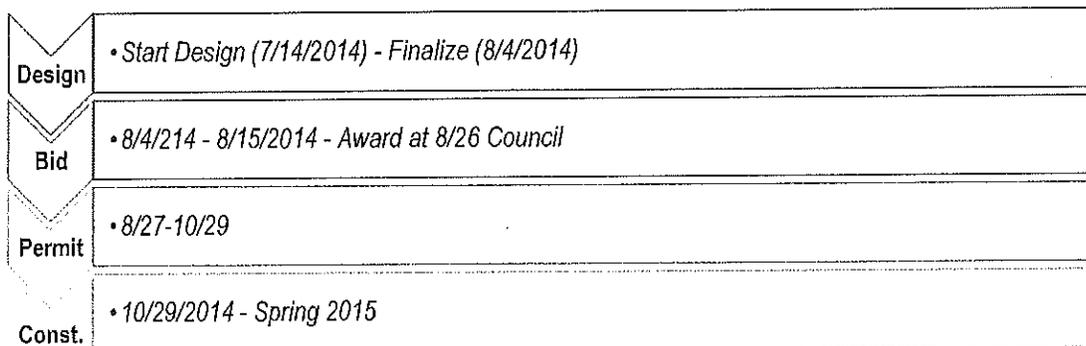
- The border to border trail segment
- The DPW driveway
- The DPW parking lot
- Fences, storm sewer and utilities

It is understood by this office that the easement would be completed after construction to ensure that all improvements are encompassed within said easement. It is also understood that this easement will be completed by MDOT's real estate division.

### SCHEDULE

Ryan Hoensheid provided further insight into the schedule related to MDOT constraints. Based on the conversation, it is our understanding that MDOT would accept a "permit to enter" application from the designated Contractor at any time knowing that the current design is generally acceptable. We would then recommend planning for a 60-day lead time to allow for the permit to process, though MDOT suggested that they might be able to assist in expediting the review. Assuming authorization to proceed with design, we have projected the work in the figure below.

FIGURE 1 – PROJECT SCHEDULE



## PROJECT COSTS

The table below provides a summary of costs related to these improvements. We have also provided information related to various funding sources.

<b>Construction Costs</b>	<b>Cost</b>
Border to Border Trail	\$131,000.00
DPW Driveway	\$ 86,000.00
3616 Central Improvements	\$ 27,000.00
Construction Contingency (10%)	\$ 24,400.00
<b>Construction Sub Total</b>	<b>\$268,400.00</b>
<b>Other Costs</b>	
Survey, Design Engineering and Bidding	\$ 10,000.00
Construction Phase (20 work days)	\$ 18,000.00
Railroad Permitting (10 days of flagging estimated)	\$ 8,700.00
Property Acquisition	\$ 25,000.00
Materials Testing (Borings and Materials Testing)	\$ 6,000.00
<b>Project Cost Summary</b>	
Total Project Costs	\$336,100.00
<i>WCPRC Funding Commitment</i>	<i>\$225,000.00</i>
<i>Village Funding Commitment</i>	<i>\$ 85,000.00</i>
<b>PROJECT SURPLUS / SHORTFALL</b>	<b>\$ (26,100.00)</b>

## ATTACHMENTS

- Detailed Cost Estimates
- Corridor Improvements

## AGREEMENT OF PURCHASE AND SALE

1. THIS AGREEMENT (the "Agreement") is made and entered into as of this \_\_\_\_ day of August, 2014 (the "Contract Date"), by and between HAFNER RENTALS, LLC, a Michigan limited liability company ("Seller"), and the VILLAGE OF DEXTER ("Purchaser"). Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, for the purchase price set forth below, and on the terms and conditions set forth in this Agreement, approximately 0.134 acres of vacant land legally described and depicted as "Parcel B" on Exhibit A, attached hereto (referred to herein, as the "Land" and the "Project").

2. PURCHASE PRICE. The total purchase price to be paid to Seller by Purchaser for the Project shall be Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "Purchase Price"). Provided that all conditions precedent to Purchaser's obligations to close as set forth in this Agreement ("Conditions Precedent") have been satisfied and fulfilled, or waived in writing by Purchaser, the Purchase Price shall be paid to Seller at Closing, plus or minus prorations and other adjustments hereunder [including all Earnest Money (as hereinafter defined) credited against the Purchase Price].

3. CLOSING. The purchase and sale contemplated herein shall be consummated at a closing ("Closing") to take place at the local offices of the Title Company (as hereinafter defined). The Closing shall occur within five (5) business days after the date that (i) the Land Division (as defined in Section 7 below) has been approved by all required governmental and administrative bodies, and (ii) all other conditions precedent set forth herein have been met, or at such other time as the parties may agree upon in writing (the "Closing Date").

4. EARNEST MONEY. Not later than five (5) business days following the Contract Date, Purchaser shall deposit into an Escrow with Seaver Title Agency (the "Title Company") as its earnest money deposit (the "Earnest Money"), the sum of Two Thousand and 00/100 Dollars (\$2,000.00). At Closing, the Earnest Money shall be delivered to Seller and credited against the Purchase Price.

5. INSPECTION PERIOD. At all times prior to Closing, Purchaser, its agents and representatives shall be entitled to conduct a "Basic Project Inspection," which includes the rights to: (i) enter upon the Land, on reasonable notice to Seller, to perform inspections and tests of the Project, (ii) make investigations with regard to zoning, environmental and other legal requirements; and (iii) obtain, review and approve a title commitment and survey covering the Project. If, at any time prior to Closing, Purchaser, in its sole and absolute discretion, determines that the results of any inspection, test or examination do not meet Purchaser's criteria for the purchase, financing, development or operation of the Project in the manner contemplated by Purchaser, or if Purchaser, in its sole discretion, otherwise determines that the Project is unsatisfactory to it, then Purchaser may terminate this Agreement by written notice to Seller (the "Termination Notice"), with a copy to the Title Company, given not later than the date of Closing (the "Approval Date"), whereupon the provisions of Subsection 15.5 governing a permitted termination by Purchaser shall apply.

### 6. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller represents and warrants to Purchaser that the following matters are true as of the Contract Date and shall be true as of the Closing Date:

6.1 Litigation. Seller, to its actual knowledge, has not received any written notice of any pending or threatened judicial, municipal or administrative proceedings materially affecting the Project, or in which Seller is a party to by reason of Seller's ownership of all or any part of the Project.

6.2 Condemnation. Seller has no actual knowledge of a pending condemnation or other governmental taking proceedings affecting all or any part of the Project.

6.3 Contracts. As of Closing, there will be no contracts or agreements for the service, maintenance, and operations contracts with respect to the Project binding upon Seller or the Project (the "Service Contracts"); Seller shall terminate, at Seller's sole expense, any existing Service Contracts prior to Closing.

6.4 Lease. There are no leases or other occupancy agreements in effect with respect to the Project.

6.5 Environmental. Neither the Project nor, to the best of Seller's knowledge, any real estate in the vicinity of the Project is in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or

requirement relating to environmental conditions or Hazardous Material (“**Environmental Laws**”). Neither Seller, nor to the best of Seller’s knowledge any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Project or real estate in the vicinity of the Project or transported any Hazardous Material over the Project. Neither Seller, nor to the best of Seller’s knowledge any third party has installed, used or removed any storage tank on, from or in connection with the Project except in full compliance with all Environmental Laws, and to the best of Seller’s knowledge there are no storage tanks or wells (whether existing or abandoned) located on, under or about the Project and to the best of Seller’s knowledge no storage tank has been installed on, used on or removed from or used in connection with the Project in violation of any Environmental Laws. To the best of Seller’s knowledge, the Project does not consist of any building materials that contain Hazardous Material. For the purposes hereof, “**Hazardous Material**” shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as “hazardous” or “toxic” under any federal, state, local or administrative agency ordinance or law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., or any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and “source,” “special nuclear” and “by product” material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.

All representations and warranties made by Seller in this Agreement shall survive the Closing for a period of one (1) year and shall not merge into any conveyancing documentation delivered at Closing.

7. ADDITIONAL CONDITION PRECEDENT TO CLOSING. In addition to the other conditions enumerated in this Agreement, the following shall be an additional Condition Precedent to Purchaser’s obligation to close hereunder: as of the date of Closing, a land division, properly subdividing the Land which is being conveyed under this Agreement shall have been approved by all required governmental and administrative bodies (the “**Land Division**”).

8. SELLER’S CLOSING DELIVERIES. At Closing (or such other times as may be specified below), Seller shall deliver or cause to be delivered to Purchaser the following, in form and substance acceptable to Purchaser: (i) a warranty deed, executed by Seller, in a form acceptable to Seller and Purchaser, conveying the Project to Purchaser free and clear of all liens, claims and encumbrances, except for the encumbrances reasonably accepted by Purchaser, (ii) an ingress and egress easement agreement in the form attached hereto as Exhibit B, whereby Purchaser grants to Seller an ingress and egress easement over certain portions of the Land, as more particularly set forth therein, and (iii) an easement agreement in the form attached hereto as Exhibit C, whereby Seller grants to Purchaser certain easement rights over property adjacent to the Land owned by Seller, as more particularly described therein, and (iv) such other documents and instruments as may reasonably be required by Purchaser or the Title Company and that may be reasonably necessary or appropriate to consummate this transaction, including, but not limited to, ALTA statement, closing statements, FIRPTA certificate, and closing certificate. For a period of one (1) year after Closing, Seller shall execute and deliver to Purchaser such further documents and instruments as Purchaser shall reasonably request to effect this transaction and otherwise effect the agreements of the parties hereto.

9. PRORATIONS AND ADJUSTMENTS. The following shall be prorated and adjusted between Seller and Purchaser as of the Closing Date: (a) all accrued general real estate and ad valorem taxes for the current year applicable to the Project shall be prorated on a “due date” basis; and (b) all assessments, general or special, shall be prorated as of the Closing Date, with Seller being responsible for any installments of assessments together with all penalties and interest which are due prior to the Closing Date and Purchaser being responsible for any installments of assessments which are due on or after the Closing Date.

10. CLOSING EXPENSES. Purchaser will pay all costs associated with the Closing, except that Seller will pay for any fees or premiums, of any nature, associated with prepayment of debt encumbering the Project (if any) and the fees of Seller’s attorney (if any).

11. DEFAULT.

11.1 Default by Seller. If Seller shall have failed (prior to a material default by Purchaser hereunder) to perform any of the covenants and agreements contained herein to be performed by Seller within the time for performance as specified herein (including Seller’s obligation to close) prior to Closing, Purchaser may either (i) terminate Purchaser’s obligations under this Agreement by written notice to Seller with a copy to the Title Company, in which event the Earnest Money, together with all interest earned thereon, shall be returned to Purchaser; or (ii) Purchaser may file an action for specific performance of this Agreement. Purchaser shall have no other remedy for any default by Seller, including any right to damages.



both parties have contributed materially to the preparation of this Agreement. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity of enforceability of any other provision hereof.

15.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

15.5 Permitted Termination. In the event that Purchaser exercises any right it may have hereunder to terminate this Agreement, the Earnest Money, together with all interest earned thereon, shall be immediately returned to Purchaser and neither party shall have any further liability under this Agreement except as otherwise expressly provided hereunder.

15.6 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale on the date first above written.

**SELLER:**

**HAFNER RENTALS, LLC**, a Michigan limited liability company

By: Edward Hafner  
Name: EDWARD HAFNER  
Title: OWNER

**PURCHASER:**

**VILLAGE OF DEXTER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Legal Description of Parcel B

A part of the Northeast 1/4 of Section 6, Town 2 South, Range 5 East, Village of Dexter, Washtenaw County, Michigan described as:  
Commencing at the Northeast Corner of said Section 6; thence along the East line of said Section 6 South 01°03'31" East 201.96 feet to the North line of Norfolk Southern Railroad; thence along said North line in the following three (3) courses: 1) North 68°33'07" West 3.21 feet, 2) North 68°37'07" West 131.60 feet and 3) North 71°22'07" West 9.05 feet to the POINT OF BEGINNING; thence continuing along said North line in the following two (2) courses: 1) North 71°22'07" West 142.35 feet and 2) North 71°36'07" West 58.81 feet to the East line of Central Street; thence along said East line North 17°47'29" East 30.40 feet; thence South 71°19'07" East 188.44 feet; thence South 01°47'01" East 32.02 feet to the POINT OF BEGINNING, containing 0.134 acres of land, more or less.

**EXHIBIT B**

Ingress and Egress Easement

[See attached]

**EXHIBIT C**

Easement Agreement

[See attached]

To be signed at closing

**INGRESS AND EGRESS EASEMENT AGREEMENT**

THIS **INGRESS AND EGRESS EASEMENT AGREEMENT** ("Agreement"), dated August \_\_\_\_\_, 2014, is made by and between the **VILLAGE OF DEXTER**, whose address is 8140 Main Street, Dexter, Michigan 48130 ("Grantor"), and **HAFNER RENTALS, LLC**, a Michigan limited liability company, whose address is 4904 Wylie Road, Dexter, Michigan 48130 ("Grantee"). The following statements are a material part of this Agreement:

**WHEREAS**, Grantee is the owner of the real property described on **Exhibit A**, attached hereto (the "Grantee's Property");

**WHEREAS**, on or about the date hereof, Grantor purchased from Grantee the real property described on **Exhibit B**, attached hereto and adjacent to Grantee's Property (the "Grantor's Property"); and

**WHEREAS**, Grantor wishes to grant to Grantee, its lessees, licensees and invitees, and each subsequent owner of Grantee's Property, including such owner's heirs, successors and assigns (for the purposes hereof, "Grantee" shall include each subsequent owner of Grantee's Property, including such owner's heirs, successors and assigns), an ingress and egress easement on, over and across the Access Road (as defined below), for the use and benefit of Grantee's Property, subject to the terms and conditions of this Agreement.

**THEREFORE**, in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

**1. Ingress and Egress Easement**

- (a) Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress (the "Access Easement") on, over and across that certain road to be constructed from time to time by Dexter on the Dexter Property (the "Access Road") for ingress and egress to and from Central Street to Grantee's Property.
- (b) The Access Easement shall be used solely to provide vehicular and pedestrian ingress and egress from Central Street to Grantee's Property. Any other use of the

Access Road by Grantee, including, but not limited to, the parking of motor vehicles on the Access Road is prohibited.

- (c) Grantor hereby reserves the right to temporarily restrict access to any portion of the Access Road for such reasonable period or periods of time as may be reasonably required in connection with: (a) any necessary repairs, replacements and/or improvements to the Access Road; and/or (b) the installation or maintenance of utility lines across and under the Access Road. Grantor shall, except in the case of an emergency, coordinate the closing with Grantee so as to reasonably minimize any interference with Grantee's use of the Access Easement.
- (d) The Access Easement shall be perpetual and shall run with the land and shall be binding upon and inure to the benefit of Grantee.
- (e) Grantor hereby reserves the right to use the Access Road for any purpose which is not inconsistent with Grantee's use of the Access Easement.
- (f) Grantor shall be solely responsible, at its cost, to repair and maintain the Access Road in a good and passable condition; provided, however, that Grantor shall have the right to require that any damage to the Access Road caused by Grantee be paid for by Grantee.
- (g) Grantor hereby reserves the right to relocate/reconfigure the Access Road, at Grantor's sole cost and expense, so long as: (a) at least one main service road providing access to Central Street from Grantee's Property (and to Grantee's Property from Central Street) will be maintained on Grantor's Property; and (b) free access between Grantor's Property and Grantee's Property over at least one such main service road will be maintained and will not be impeded, subject to force majeure and temporary closures (as set forth in subsection (c) above). Grantor agrees to coordinate any such relocation/reconfiguration with Grantee so as to reasonably minimize any interference with the Grantee's use of the Access Easement.

**2. Miscellaneous**

- (a) Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and directed to Grantor and Grantee as follows:

Grantee:                      Hafner Rentals, LLC  
   4904 Wylie Road  
   Dexter, Michigan 48130  
   Attn: \_\_\_\_\_  
   Fax:        \_\_\_\_\_

Grantor: Village of Dexter  
8140 Main Street  
Dexter, Michigan 48130  
Attn.: Village Manager  
Fax: (734) 426-5614

With a copy to Dykema Gossett PLLC  
its attorneys: 39577 Woodward Avenue, Suite 300  
Bloomfield Hills, Michigan 48304  
Attn: Stephen Estey, Esq.  
Fax: 855-232-1793

Notices shall be deemed properly delivered and received (i) the same day when personally delivered; or (ii) one day after deposit with Federal Express or other commercial overnight courier; or (iii) the same day when sent by confirmed facsimile with a copy sent by Federal Express or other commercial overnight courier.

- (b) Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Access Road by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.
- (c) Grantor represents and warrants to Grantee that Grantor's Property, including the Access Road, is not encumbered by any liens of any kind and no consent of any third party is required to deliver this Agreement.
- (d) Grantor shall be responsible for any property and other taxes assessed against Grantor's Property, including the Access Road.
- (e) The parties shall agree to do all further acts that are reasonable and necessary to give effect to the meaning and intent of this Agreement.
- (f) Upon written execution of this Agreement, it shall be recorded with the Recorder of Deeds for Washtenaw County, Michigan.
- (g) This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which taken together shall be deemed one agreement.
- (h) If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall remain valid and in full force and effect.
- (i) This Agreement shall not be modified, extended or terminated, except by an instrument duly signed by all parties. Waiver of a breach of any provision herein

will not constitute a waiver of any subsequent breach of such provision, or a breach of any other provision in this Agreement.

- (j) The rights and obligations of the parties under this Agreement shall be construed in accordance with the laws of the State of Michigan.
- (k) Nothing in this Agreement shall be construed as making the parties hereto partners, agents, joint venturers, or members of a joint enterprise.
- (l) This Agreement has been negotiated by the parties and their respective attorneys. The language in this Agreement shall not be construed for or against either party based on any rule of construction favoring the non-drafting party, but shall be interpreted liberally to effect the intent of the parties.
- (m) This Agreement sets forth all agreements, understandings and covenants between the parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written or oral, and shall be deemed a full integration of the entire agreement of the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement the day and year first written above.

**GRANTEE:**

**HAFNER RENTALS, LLC**, a Michigan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of Hafner Rentals, LLC, a Michigan limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County  
My Commission Expires: \_\_\_\_\_

**GRANTOR:**

**VILLAGE OF DEXTER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of **VILLAGE OF DEXTER**, on behalf of such village.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

Grantee's Property

**EXHIBIT B**

**Grantor's Property**

To be signed at closing

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), dated August \_\_\_\_\_, 2014, is made by and between **HAFNER RENTALS, LLC**, a Michigan limited liability company, whose address is 4904 Wylie Road, Dexter, Michigan 48130 ("Grantor"), and the **VILLAGE OF DEXTER**, whose address is 8140 Main Street, Dexter, Michigan 48130 ("Grantee"). The following statements are a material part of this Agreement:

**WHEREAS**, Grantor is the owner of the real property described on **Exhibit A**, attached hereto (the "Grantor's Property");

**WHEREAS**, on or about the date hereof, Grantee purchased the real property described on **Exhibit B**, attached hereto and adjacent to Grantor's Property (the "Grantee's Property") from Grantor; and

**WHEREAS**, Grantor wishes to grant to Grantee: (i) a temporary construction easement to construct the Landscaping Improvements (as defined herein) and to relocate an existing water main and sanitary sewer line located on Grantor's Property, (ii) an easement to maintain the Landscaping Improvements, and (iii) an easement to maintain water and sanitary sewer mains and lines on Grantor's Property, as more particularly set forth herein, all for the use and benefit of Grantee, subject to the terms and conditions of this Agreement.

**THEREFORE**, in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

### 1. Temporary Construction Easement

- (a) Grantor grants and conveys to Grantee a temporary, non-exclusive easement (the "Temporary Construction Easement"), for the benefit of Grantee and its agents and contractors over that portion of Grantor's Property described and depicted on **Exhibit C** attached hereto (the "Temporary Construction Easement Area"), to perform the following work (the "Work"): (i) relocate the existing water main and sanitary sewer line located on Grantor's Property to the approximate locations shown on the plan of improvements attached hereto as **Exhibit D** (the "Plan"), and (ii) construct a driveway, path, certain plantings, vegetation and other landscaping on Grantor's Property, generally as depicted on the Plan (the

“Landscaping Improvements”). The Temporary Construction Easement shall terminate upon the completion of the Work.

- (b) Grantor acknowledges and agrees that Grantee shall have no obligation to commence, perform or complete the Work unless and until Grantee has received all property rights, licenses, consents and approvals, as determined by Grantee to be required in connection with such Work, and in connection with proposed work Grantee plans to perform on property adjacent to Grantor’s Property, including, but not limited to, any required property rights, licenses, consents and approvals from any third party or governmental agency.
- (c) Grantee agrees to use due care in any use of the Temporary Construction Easement Area, and in the performance of the Work, so as not to unreasonably disturb Grantor’s use of Grantor’s Property, but Grantor acknowledges that noise and dust shall not be deemed unreasonable interference. Grantor agrees to cooperate with Grantee in all ways to ensure the efficient and expeditious scheduling and performance of the Work.
- (d) The Work shall be performed substantially in accordance with the Plan; provided, however, that Grantor acknowledges and agrees that Grantee has the right to make modifications to the Plan, without Grantor’s consent, if Grantee deems such modifications necessary or desirable.
- (e) Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the performance of the Work. The Work shall be performed in a good and workmanlike manner and in accordance with all applicable laws.
- (f) Grantee shall, at Grantee’s sole cost and expense, maintain the Temporary Construction Easement Area in good order and repair; provided, however, (i) Grantee shall have the right to require that any damage to the Temporary Construction Easement Area caused by Grantor be paid for by Grantor, and (ii) Grantee shall have no obligation to maintain the Temporary Construction Easement Area after the expiration of the Temporary Construction Easement.

2. **Water and Sanitary Sewer Easement**

Grantor grants and conveys to Grantee, for the use and benefit of Grantee, a perpetual non-exclusive easement (“Water/Sanitary Sewer Easement”) to install, use and maintain water and sanitary sewer mains and lines on a portion of Grantor’s Property in the approximate locations shown on the Plan (the “Water/Sanitary Sewer Easement Areas”). After the installation of such water and sanitary sewer mains and lines, pursuant to Section 1 above, Grantee, at its sole cost and expense, may perform and complete any and all work necessary to repair and maintain (including any necessary replacements) such water and/or sanitary sewer mains and lines located on Grantor’s Property (the “Maintenance Work”); provided, however, that Grantor shall have no approval rights over

the plans for such Maintenance Work. Grantee shall perform the Maintenance Work in a good and workmanlike manner and in accordance with all applicable laws. Upon completion of any Maintenance Work, Grantee shall, in a good and workmanlike manner, promptly restore the Water/Sanitary Sewer Easement Areas to the same condition which existed prior to commencement of the Maintenance Work.

3. **Landscaping Easement.**

Subject to the terms herein provided, Grantor hereby grants and conveys to Grantee, a perpetual, non-exclusive easement (the "Landscape Easement", and together with, the Temporary Construction Easement and the Water/Sanitary Sewer Easement, the "Easements") for the construction, installation, enhancement, repair, alteration, replacement, maintenance, use and operation of the Landscaping Improvements on a portion of Grantor's Property, in the approximate location shown on the Plan (the "Landscape Easement Area", and together with the Temporary Construction Easement Area and the Water/Sanitary Sewer Easement Areas, the "Easement Areas"). Grantee's use of the Landscape Easement shall be conducted in a good and workmanlike manner and in compliance with all applicable laws. The Landscape Improvements and the Landscape Easement Area shall be maintained in good order and repair. All such improvements and maintenance work shall be undertaken at Grantee's sole cost and expense; provided, however, that Grantee shall have the right to require that any damage to the Landscape Improvements and/or Landscape Easement Area caused by Grantor be paid for by Grantor.

4. **Miscellaneous**

- (a) Grantor hereby reserves the right to use the Easement Areas for any purpose which is not inconsistent with Grantee's use of the Easements; provided, however, that Grantor will not construct any structures on the Easement Areas and will not carry on any excavation, installation, construction or other activity over, on or under the Easement Areas which would unreasonably interfere with the rights granted in this Agreement, without the prior written consent of Grantee.
- (b) Grantor grants and conveys to Grantee the right of ingress and egress to, from and over Grantor's Property as is reasonably required for Grantee to exercise its rights under this Agreement, including, but not limited to, Grantee's right to perform Maintenance Work, as set forth in Section 2 above.
- (c) Grantee agrees to keep Grantor's Property, including the Easement Areas, free and clear of any and all mechanic's and materialman's liens arising by or through Grantee.
- (d) Grantee has the right to reasonably remove obstructions from the Easement Areas, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Areas. Grantee shall dispose of any materials removed.

- (e) Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and directed to Grantor and Grantee as follows:

Grantee: Hafner Rentals, LLC  
4904 Wylie Road  
Dexter, Michigan 48130  
Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_

Grantor: Village of Dexter  
8140 Main Street  
Dexter, Michigan 48130  
Attn.: Village Manager  
Fax: (734) 426-5614

With a copy to  
its attorneys: Dykema Gossett PLLC  
39577 Woodward Avenue, Suite 300  
Bloomfield Hills, Michigan 48304  
Attn: Stephen Estey, Esq.  
Fax: 855-232-1793

Notices shall be deemed properly delivered and received (i) the same day when personally delivered; or (ii) one day after deposit with Federal Express or other commercial overnight courier; or (iii) the same day when sent by confirmed facsimile with a copy sent by Federal Express or other commercial overnight courier.

- (f) Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Areas by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.
- (g) Grantor represents and warrants to Grantee that Grantor's Property is not encumbered by any liens of any kind and no consent of any third party is required to deliver this Agreement.
- (h) Grantor is responsible for any property and other taxes assessed against Grantor's Property.
- (i) The parties shall agree to do all further acts that are reasonable and necessary to give effect to the meaning and intent of this Agreement.
- (j) Upon written execution of this Agreement, it shall be recorded with the Recorder of Deeds for Washtenaw County, Michigan.

- (k) This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which taken together shall be deemed one agreement.
- (l) If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall remain valid and in full force and effect.
- (m) This Agreement shall not be modified, extended or terminated, except by an instrument duly signed by all parties. Waiver of a breach of any provision herein will not constitute a waiver of any subsequent breach of such provision, or a breach of any other provision in this Agreement.
- (n) The rights and obligations of the parties under this Agreement shall be construed in accordance with the laws of the State of Michigan.
- (o) Nothing in this Agreement shall be construed as making the parties hereto partners, agents, joint venturers, or members of a joint enterprise.
- (p) This Agreement has been negotiated by the parties and their respective attorneys. The language in this Agreement shall not be construed for or against either party based on any rule of construction favoring the non-drafting party, but shall be interpreted liberally to effect the intent of the parties.
- (q) This Agreement sets forth all agreements, understandings and covenants between the parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written or oral, and shall be deemed a full integration of the entire agreement of the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement the day and year first written above.

**GRANTOR:**

**HAFNER RENTALS, LLC**, a Michigan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of Hafner Rentals, LLC, a Michigan limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**Grantor's Property**

**EXHIBIT B**

**Grantee's Property**

**EXHIBIT C**

**Temporary Construction Easement Area**

[See Attached]

**EXHIBIT D**

**Plan of Improvements**

[See attached]

**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**

Exhibit "A"

**PARCEL DESCRIPTION (HD-03-32-370-001)**

A parcel of land situated in the NE 1/4 of Section 6, Town 2 South, Range 5 East, Village of Dexter, Washtenaw County, Michigan, described as follows:

Commencing at the NE corner of said Section 6; thence along the East line of said Section 6, S 01°03'31" E 201.96 feet to the North line of Norfolk Southern Railroad and the Point of Beginning; thence along said North line in the following four (4) courses: 1) N 68°33'07" W 3.21 feet, 2) N 68°37'07" W 131.66 feet, 3) N 71°22'07" W 152.0 feet, 4) N 71°36'07" W 56.81 feet to the East line of Central Street; thence along said East line, N 17°47'29" E 30.40 feet; thence S 71°19'07" E 188.44 feet; thence N 18°40'53" E 80.0 feet; thence S 71°19'07" E 10.0 feet; thence N 18°40'53" E 13.54 feet; thence S 70°42'37" E 221.34 feet; thence S 18°45'02" W 131.19 feet to the North line of Norfolk Southern Railroad; thence along said North line, N 68°33'07" W 75.70 feet to the Point of Beginning.

Contains 0.80 acres of land, more or less. Subject to all easements and restrictions of record, if any.

**TEMPORARY CONSTRUCTION EASEMENT**

A parcel of land situated in the NE 1/4 of Section 6, Town 2 South, Range 5 East, Village of Dexter, Washtenaw County, Michigan, described as follows:

Commencing at the NE corner of said Section 6; thence along the East line of said Section 6, S 01°03'31" E 65.09 feet to the North line of said parent parcel, also being the Point of Beginning; thence along said North line, S 70°42'37" E 19.42 feet; thence S 17°01'25" W 104.50 feet; thence S 20°44'08" W 23.01 feet to the North line of Norfolk Southern Railroad; thence along said North line, N 68°37'07" W 110.23 feet; thence N 71°22'07" W 10.45 feet; thence N 00°25'21" W 31.74 feet; thence N 18°40'53" E 16.59 feet; thence S 70°59'17" E 36.99 feet; thence S 19°17'00" W 2.58 feet; thence S 68°33'49" E 24.25 feet; thence S 82°04'24" E 50.19 feet; thence N 17°24'27" E 42.43 feet; thence N 03°18'01" E 29.19 feet to the North line of said parent parcel; thence along said North line S 70°42'37" E 7.52 feet to the Point of Beginning.

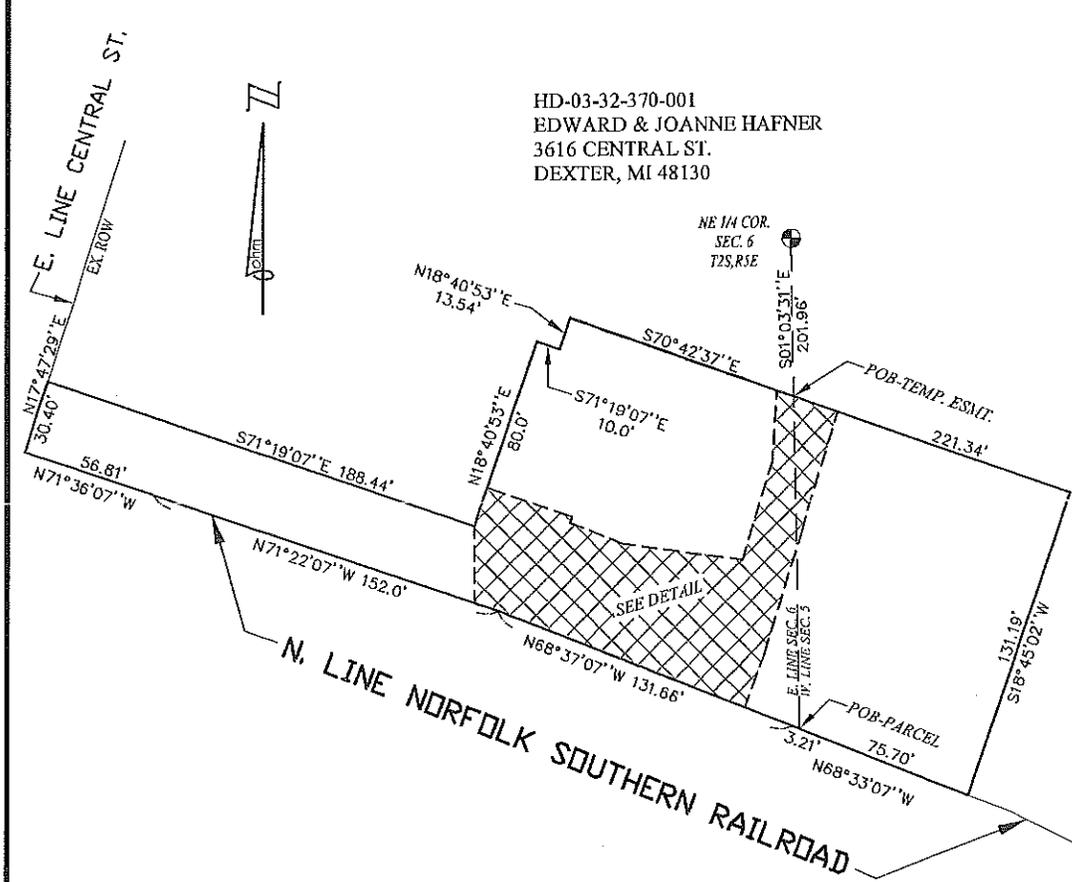
Contains 7,821 square feet or 0.18 acres of land, more or less. Subject to all easements and restrictions of record, if any.

<b><i>TEMPORARY CONSTRUCTION EASEMENT</i></b>		 34000 Plymouth Road   Livonia, MI 48150 p (734) 522-6711   f (734) 522-6427 <i>Advancing Communities</i>		
PART OF THE NE 1/4 OF SECTION 6 T.2S., R.5E., VILLAGE OF DEXTER, WASHTENAW COUNTY <b>TAX ID NO.: HD-03-32-370-011</b>				
CLIENT:	VILLAGE OF DEXTER	DATE: 07-17-14	SHEET	JOB NO.
		DRAWN BY: SH	2 OF 2	0130-14-0050
		DWG: TEMP-ESMT		

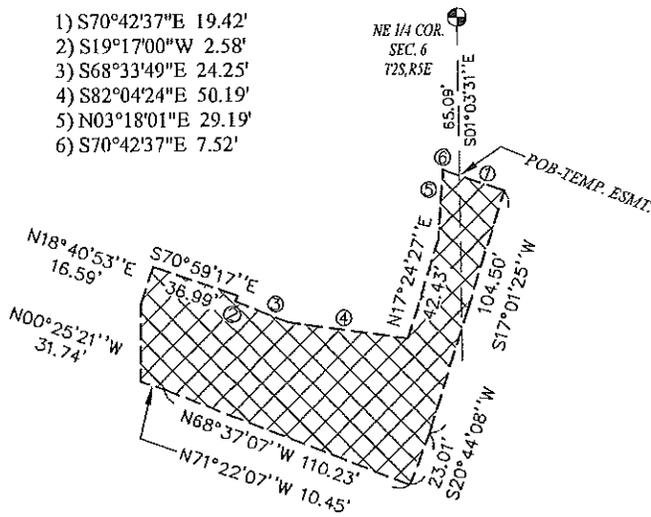
# TEMPORARY CONSTRUCTION EASEMENT SKETCH

Exhibit "A"

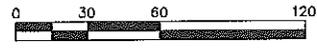
HD-03-32-370-001  
 EDWARD & JOANNE HAFNER  
 3616 CENTRAL ST.  
 DEXTER, MI 48130



- 1) S70°42'37"E 19.42'
- 2) S19°17'00"W 2.58'
- 3) S68°33'49"E 24.25'
- 4) S82°04'24"E 50.19'
- 5) N03°18'01"E 29.19'
- 6) S70°42'37"E 7.52'



DETAIL - TEMPORARY CONSTRUCTION EASEMENT



SCALE: 1" = 60'

**LEGEND**

- ROW RIGHT-OF-WAY
- ⊙ PUBLIC LAND CORNER
- POB POINT OF BEGINNING
- ⊗ TEMPORARY CONSTRUCTION EASEMENT

**TEMPORARY CONSTRUCTION EASEMENT**

PART OF THE NE 1/4 OF SECTION 6  
 T.2S., R.5E., VILLAGE OF DEXTER, WASHTENAW COUNTY  
 TAX ID NO.: HD-03-32-370-011

CLIENT: VILLAGE OF DEXTER



34000 Plymouth Road | Livonia, MI 48150  
 p (734) 522-8711 | f (734) 522-6427

Advancing Communities

DATE: 07-17-14	SHEET	JOB NO.
DRAWN BY: SH	1 OF 2	0130-14-0050
DWG: TEMP-ESMT		





AGENDA 8-11-14  
ITEM 6-6

## VILLAGE OF DEXTER

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

8140 Main Street Dexter, MI 48130-1092

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

### MEMO

**To: President Keough and Council Members**  
**From: Road Committee**  
**Date: August 5, 2014**  
**Re: Bid Award for Crack Sealing**

Bids were received on July 24, 2014 for crack sealing throughout the Village. Four bids were received:

K & B Asphalt	\$22,000
Scodeller Construction	\$32,800
Highway Maintenance	\$41,400
S & J Asphalt	\$50,000

Staff and OHM have checked K & B's references and verified that the material they will be using meets the specification. Based on the information that was received the Road Committee is recommending that the bid be awarded to K & B Asphalt for \$22,000 (\$1.10 per pound).

According to the bid document the work is to be substantially complete by September 15, 2014.

## STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name: K & B Asphalt Sealcoating, Inc.

Address: 1451 Benner Hwy. Phone: 517-264-2541  
Clayton, Mi. 49235

Number of years operating under your present name: 22

Bonding Capacity: 2 million

Bonding Company: Western Surety Phone: 517-423-8316

Prequalified by MDOT to bid on projects of this magnitude and type of work

(circle one) YES  NO  Prequalification Number: \_\_\_\_\_

General nature of work performed by your company: Paving, seal-coating,  
crack filling, striping. Residential, commercial,  
and municipal.

Background and experience of the principal members of your organization including officers:

Paving and asphalt maintenance.

Major equipment available for this contract: 250 Gallon Crafts

pumper, and 250 Gallon Cimline pumper.

CURRENT PROJECTS:

	Project	Project	Project
Name:	_____	_____	_____
Owner:	<u>Village of Bitisfield</u>	_____	_____
Contact Person:	<u>James Wonnacott</u>	_____	_____
Phone:	<u>517-202-6375</u>	_____	_____
Contract Amount:	<u>\$40,000.00</u>	_____	_____
Completion Date:	<u>October 2014</u>	_____	_____
% Complete:	<u>0%</u>	_____	_____

COMPLETED PROJECTS:

	Project	Project	Project
Name:	_____	_____	_____
Owner:	<u>* Village of Manchester</u>	<u>* Village of Alton</u>	<u>City of Adrian</u>
Contact Person:	<u>Gary</u>	<u>Barney</u>	<u>Todd Brown</u>
Phone:	<u>734-845-1997</u>	<u>517-260-7898</u>	<u>517-673-9622</u>
Contract Amount:	<u>\$20,000.00</u>	<u>\$15,000.00</u>	<u>\$9,000.00</u>
Date Completed:	<u>2013</u>	<u>2013</u>	<u>2013</u>

Additional information that may be pertinent to demonstrate your ability to complete this project.

We are a full-service asphalt maintenance company that specializes in crack-filling.

Has your company defaulted on a contract? No.

If yes, where and why? \_\_\_\_\_

I hereby certify that the above answers are correct and true.

By: Rocky Wingfield  
Name

  
Signature

President  
Title

Number of additional sheets attached: \_\_\_\_\_

by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BID FORM for  
2014 Pavement Crack Sealing  
Village of Dexter, Washtenaw County, State of Michigan  
OHM Job Number 0130-14-0032**

Item	Description	Estimated Quantity	Unit	Price	Amount
1	Overband Crack Fill	20,000	lbs	\$ 1.10	\$ 22,000.00
<b>Total Bid Amount (ITEM 1 incl.):</b>					<b>\$ 22,000.00</b>





## Memorandum

**To:** Village Council  
**From:** Marie Sherry, Treasurer  
**Date:** August 6, 2014

**Re:** Banking Resolutions

The Village bank accounts all have more than one signer on the account in case of emergency. Due to Donna Dettling's resignation, it is necessary to remove her access to Village accounts. Most of the Village's banks do not require a resolution for this, so she has already been removed from those accounts. However, three of the institutions do require a governing board resolution to make any changes, and I have included with this memo proposed resolutions for PNC Bank, Multi-Bank Securities, Inc., and Bank of Ann Arbor.

In the past, we have included the President Pro-Tem for TCF Bank and PNC Bank, where we have our checking accounts, but not for institutions where our banking relationship is purely in investment vehicles. For the purposes of removing Donna, I have kept the signers the same as previous. If the city charter is approved in November, I plan to consult with the finance committee to decide the best mixture of elected officials and staff to include as signers on accounts in accordance with the charter. If the charter is not approved, I will still visit this issue with the committee since we don't really have a firm guideline regarding account access.

Please let me know if you have any questions.

**Certified Copy of Resolutions/  
Authorizations For Accounts And Loans**



(Corporations, Partnerships, Unincorporated Associations, Sole Proprietorships & Other Organizations)

PNC Bank, National Association ("Bank")

Customer Name Village of Dexter	("Customer")	Taxpayer I.D. Number (TIN) 38-6004671
Address 8140 Main St Dexter, MI 48130		
Type of Organization (Please Check one) (Resolution for )		
<input type="checkbox"/> Corporation. The Customer is a corporation and the undersigned Secretary of the Customer certifies that the following is a true copy of resolutions adopted by the Board of Directors of the Customer pursuant to a notice and the articles of incorporation and regulations or by-laws of the Customer and at which a quorum was present, or adopted without a meeting by the written approval of all of the directors of the Customer.		
<input type="checkbox"/> Partnership. The Customer is a partnership and the undersigned, a general partner of such partnership, certifies that the following is a resolution adopted by all of the general partners of such partnership.		
<input type="checkbox"/> Unincorporated Association. The Customer is an unincorporated association and the undersigned Secretary of the Customer certifies that the following is a true copy of resolutions adopted by the (Members, Trustees, Executive Committee, Board of Directors, etc.) of the Customer pursuant to, and in compliance with, its organizational documents.		
<input type="checkbox"/> Sole Proprietorship. The Customer is a sole proprietorship owned by _____ doing business under the Customer's name specified above and the undersigned hereby adopts the following resolutions and agrees that such resolutions are fully binding on such sole proprietor personally and upon the personal assets and property of such sole proprietor.		
<input checked="" type="checkbox"/> Other. Please complete the Unincorporated Associations & Other Organizations section on the reverse side.		

**Resolutions:**

1. **Depository.** Resolved, that the Bank is designated a depository of the Customer; and the Bank is authorized to accept for deposit to the credit of any account of the Customer any monies, checks, drafts, notes, acceptances or other evidences of indebtedness delivered to the Bank for deposit, whether or not endorsed, and any endorsement thereon by whomsoever affixed whether by stamp, mechanical or other signature shall be deemed the endorsement of the Customer.

2. **Withdrawals and Transfers.** The Bank is authorized to make payments from the account(s) of Customer according to any check, draft, bill of exchange, acceptance or other written instrument or direction signed by any one of the following individuals, officers or designated agents, and that such designated individuals may also otherwise transfer, or enter into agreements with Bank concerning the transfer of funds from Customer's account(s), whether by telephone, telegraph, computer or any other manner:

Courtney Nicholls      Marie Sherry      Shawn Keough  
Raymond Tell

The Bank may accept, pay and/or apply any check, draft, charge, instrument or other order for the payment of money drawn on such accounts, or payable to the Customer that has been endorsed by any of the authorized signatories listed, or perform any transfer of funds, and any or all of such actions may be done:

- (i) without regard to the application of the same,
- (ii) without regard to the size of the same,
- (iii) without regard as to the payee thereof or whether sums are paid or payable in cash to or by credit to, any of the persons listed above or on account of any of the persons listed above, or any other person or entity, and regardless of whether such funds are used in whole or in part for the personal account or benefit, or in payment of the individual obligations of, any individual obligations of any such persons to the Bank,
- (iv) without regard to the disposition or purpose of same, or
- (v) as allowed by applicable law.

In addition but not by way of limitation, the Bank may take checks, drafts or other items payable to "cash", the Bank or the Customer and pay the sums represented by such items in cash to any person presenting such items or credit such items to the account or obligations of any person presenting such items or any other person or entity as directed by any such person.

3. **Products and Services.** Resolved, that any of the persons listed in Section 2 above are authorized to enter into contracts and agreements, written or verbal, for any products or services now or in the future offered by the Bank, including but not limited to (i) cash management services, (ii) purchases or sales of foreign exchange, securities or other financial products, (iii) computer/internet based products and services, (iv) wire transfer of funds from or to the accounts of the Customer at the Bank, and (v) ACH transactions, and the Bank may charge any accounts of the Customer at the Bank for such products or services.

4. **Loans and Extensions of Credit.** Resolved that any one of the following:  
Courtney Nicholls      Marie Sherry      Shawn Keough  
Raymond Tell

are hereby authorized: (i) to effect loans, advances and renewals at any time for the Customer from the Bank; (ii) to sign and deliver any notes (with or without warrant of attorney to confess judgment) and evidences of indebtedness of the Customer; (iii) to request the Bank to issue letters of credit and to sign and deliver to the bank any agreements on behalf of the Customer to reimburse the Bank for all payments made and expenses incurred by it under such letters of credit and drafts drawn pursuant thereto; (iv) to sign and deliver any instruments or documents on behalf of the Customer guaranteeing, endorsing or securing the payment of any debts or obligations of any person, firm or corporation to the Bank; (v) to pledge, assign, transfer, mortgage, grant a security interest in or otherwise hypothecate to the Bank any stock, securities, commercial paper, warehouse receipts and other documents of title, bills, accounts receivable, contract rights, inventory, equipment, real property, and any other investments or property of the Customer, real or personal, tangible or intangible as security for the payment of any and all loans, advances, indebtedness and other liabilities of the Customer to the Bank of every kind and description, direct or indirect, absolute and contingent, joint or several, whether as drawer, maker, endorsee, guarantor, surety or otherwise, and to execute on behalf of the Customer mortgages, pledges, security agreements, financing statements and other instruments or documents in connection therewith, and (vi) to sell or discount with the Bank any commercial paper, bills and other instruments and evidence of indebtedness, warehouse receipts and other documents of title, accounts, accounts receivable, contract rights, and other assets, tangible and intangible, at any time held by the Customer and for such purpose to endorse, assign, transfer and deliver the same to the Bank.

5. **Revolving Credits.** Resolved, that in connection with any extension of credit obtained by any of the persons authorized in Section 4 above, that permit the Customer to effect multiple advances or draws under such credit, any of the persons listed in Sections 4 (Loans and Extensions of Credit) and 2 (Withdrawals and Endorsements) shall be authorized to make such advances or draws.

6. **Telephonic and Facsimile Requests.** Resolved, that the Bank is authorized to take any action authorized hereunder based upon: (i) the telephone request of any person purporting to be a person authorized to act hereunder, (ii) the signature of any person authorized to act hereunder that is delivered to the Bank by facsimile transmission, or (iii) the telex originated by any of such persons, tested in accordance with such testing procedures as may be established between the Customer and the Bank from time to time.

7. **General.** Resolved, that a certified copy of these resolutions be delivered to the Bank; that the persons specified herein are vested with authority to act and may designate successor persons to act on behalf of Customer without further authority from the Customer or governing body; and that Bank may rely on the authority given by this resolution until actual receipt by the Bank of a certified copy of a new resolution modifying or revoking the foregoing resolution.

Executed this date of 08/01/2014 Bank Copy

FORM-116732-1212



# Corporate Resolution Certification

## STEP 1. ACCOUNT INFORMATION

Account Title Village of Dexter	Account Number R   M   B   -   0   1   3   2   6   9
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## STEP 2. CERTIFICATION

I HEREBY CERTIFY that at a meeting, duly called, of the <sup>Council</sup> Board of Directors of Village of Dexter, a <sup>municipal</sup> corporation, at which said meeting a quorum was present and acting throughout, the following preamble and resolution was adopted and ever since has been and now is in full force and effect.

WHEREAS this Corporation is duly authorized and permitted by its Charter and Bylaws to: ~~the General Law Village Act:~~

- (1) Engage in cash and margin transactions in any and all forms of securities including ~~but not limited to~~ <sup>approved by the Village of Dexter Investment Policy as adopted by Council.</sup> stocks, options, mutual funds, stock options, stock index options, short sales, foreign currency options and debt instrument options, bonds, bond debentures, annuities, notes, scrips, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper certificates or indebtedness, and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.
- (2) Receive on behalf of the Corporation or deliver to the Corporation or third parties, including but not limited to the President, Vice President, Treasurer or any other authorized officer or person listed in Step 3 below giving such instruction, monies, stocks, bonds, and other securities. To sell, assign, and endorse for transfer, certificates representing stocks, bonds, or other securities now registered or hereafter registered in the name of the Corporation.
- (3) Establish and maintain an asset management account with ~~debit card~~ check writing and margin privileges, from which account funds are directly spent, the responsibility for which is entirely that of the Corporation.

NOW THEREFORE BE IT RESOLVED that this Corporation opened an account or accounts in its name with

Multi-Bank Securities, Inc.  
Name of Introducing Firm

and that the individuals named in Step 3 below ("Authorized Person") or any one of them acting individually, may, on behalf of this Corporation, be and they hereby are and each of them hereby is authorized and empowered to (1) give written or oral orders in the said account or accounts for the purchase, sale, or other disposition of stocks, bonds, and other securities, (2) deliver to and receive from Pershing LLC (Pershing), on behalf of this Corporation monies, stocks, bonds, and other securities, (3) establish and maintain an asset management account with debit card, check writing and margin privileges from which account funds are directly spent with each authorized person as indicated in the separate asset management account agreement having check writing and debit card privileges, (4) order the transfer or delivery of funds, monies or securities to any other person whatsoever, including the President, Vice President, Treasurer or any other authorized officers or persons indicated below giving such instructions, (5) sign acknowledgements of the correctness of all statements of accounts, and (6) make, execute, and deliver under the corporate seal any and all written endorsements, releases and documents necessary or proper to effectuate the authority hereby conferred; the within authorization to each of said officers to remain in full force and effect until written notice of the revocation thereof shall have been received by

Multi-Bank Securities, Inc. and Pershing.  
Name of Introducing Firm

## STEP 3. CERTIFICATION AND SIGNATURES

I FURTHER CERTIFY that the following are the names, titles and signatures of the officers (or others) authorized by the foregoing resolution to act for this Corporation:

Printed Name <u>Carol L. Jones</u>	Date     -     -
Title <u>Village Clerk</u>	
Signature  X	



**CORPORATE AUTHORIZATION RESOLUTION**

BANK OF ANN ARBOR  
125 S. FIFTH AVENUE ANN ARBOR, MI 48104  
ANN ARBOR, MI 48104

By: VILLAGE OF DEXTER

8140 MAIN ST  
DEXTER, MI 48130-1044

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, Carol L. Jones, certify that I am Secretary (clerk) of the above named corporation organized under the laws of MICHIGAN, Federal Employer I.D. Number 38-6004671, engaged in business under the trade name of VILLAGE OF DEXTER, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on August 11, 2014 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>MARIE A. SHERRY</u>	X _____	X _____
B. <u>COURTNEY NICHOLLS</u>	X _____	X _____
C. <u>SHAWN KEOUGH</u>	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u>A</u>	(1) Exercise all of the powers listed in this resolution.	_____
<u>A, B, C</u>	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
<u>A, B, C</u>	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
<u>None</u>	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
<u>None</u>	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
<u>A</u>	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
<u>None</u>	(7) Other _____	_____

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

Investments must comply with Village's Investment Policy.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated \_\_\_\_\_. If not completed, all resolutions remain in effect.

**CERTIFICATION OF AUTHORITY**

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on \_\_\_\_\_ (date).

Attest by One Other Officer \_\_\_\_\_

Secretary

Carol L. Jones

(page 1 of 2)

## Memorandum

**To:** Village Council  
**From:** Marie Sherry, Treasurer  
**Date:** August 7, 2014

**Re:** Fiscal Year 2014-2015 Budget Document

Staff has requested that the Village Council formally accept the Fiscal Year 2014-2015 Budget Document prior to its submission to the Government Finance Officers Association for the Distinguished Budget Award Program. I have included the Welcome section with this memo, but not the entire document due to its size. An electronic copy of the budget document is located on the Village's website at [www.DexterMI.gov/village-budget](http://www.DexterMI.gov/village-budget).

June 2014

President Keough and Village Council Trustees:

Village Administration is proud to present this budget document for fiscal year 2014-2015. This past year has been a successful one for the Village and we look forward to an equally successful 2014-2015. Provided as an introduction to this document is a review of the highlights of 2013-2014 and an overview of the projects planned for the upcoming fiscal year.

The Village continues to remain in a stable financial position, with a healthy fund balance that exceeds the recommended 15% of expenditures. In fiscal year 2014-2015 an \$100,000 increase in property tax revenue will be realized due to increased new home, commercial, and industrial construction and an increase in overall property values. The Village has taken steps to protect our stable financial position by reducing our unfunded liabilities, continuing to increase our utilization of technology, and maintaining and enhancing our infrastructure.

### Budget Layout Changes

Several changes were made to the budget document this fiscal year to bring the Village's budget closer in line with the Chart of Accounts. New funds were created to track activity related to voted and non-voted bonds in non-enterprise funds. Voted bonds are those that were approved by the voters and paid for with dedicated millages. The non-voted bonds were voted on by Council and are paid for with tax revenue.

The revenues and expenditures related to solid waste were also moved to their own fund. This activity is supported with a user fee, not tax dollars, which is why the decision was made to move it out of general fund. This fund will be used to track the revenue received from residents/business owners and the expenses related to contract waste hauling, recycling and compost services provided by Waste Management along with the specialty services provided by the Village including leaf and brush pick up.

### Unfunded Liabilities

One key to maintaining financial stability is meeting the challenges of unfunded liabilities head on. Currently the Village has unfunded liabilities in the pension system and for retiree health care. Over the past several years, changes have been made to current and future employee benefits that have reduced these

#### 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*

Michelle Aniol  
*Community Development Manager*

Dan Schlaff  
*Superintendent of Public Services*

THE VILLAGE OF  
DEXTER IS AN EQUAL  
OPPORTUNITY  
PROVIDER AND  
EMPLOYER

www.  
DexterMI.gov

liabilities. Starting in 2012-2013 the Village dedicated \$75,000 of our constitutional revenue sharing from the State of Michigan to the Retiree Health Care Fund for the next five years. This funding, along with the \$20,000 that is budgeted from current operating revenue in other funds, brings the Village's annual payment towards retiree health care to \$95,000 per year.

To proactively manage the current unfunded liability in the pension system, the Village has continued to pay a higher monthly payment than is required. This amount was increased by \$50,000 in 2014-2015. The sooner the money gets into the system, the longer it has to grow which will help reduce the unfunded liability more quickly than by making the minimum required payment. Both the retiree health care and defined benefit programs are closed to new employees.

## **Technology Upgrades**

The Village continues to make technological improvements to enhance efficiency. In 2013-2014, an upgraded server was purchased and the cash receipts system was upgraded to allow for the use of credit cards. Projects planned for 2014-2015 include the purchase of permit management software for the Community Development department and payroll management software to bring the processing of payroll in house. Time tracking for the Department of Public Works, Water and Sewer departments will also be streamlined with the purchase of time sheet software that will provide the data for the payroll software. The creation and tracking of work orders will also be enhanced through the purchase of work order software. Utilizing these new tools will greatly enhance the Village's ability to track both the work that is being completed and the time it takes to get the job done.

## **Maintaining / Enhancing Village Assets**

Proper maintenance along with cost effective creation and enhancement of infrastructure continues to be a priority for the Village.

### *Roadway & Sidewalks*

The Hudson/Second sidewalk and road resurfacing project that was started in fiscal year 2012-2013 was completed in 2013-2014. Resurfacing of Hudson Street from Second to the Cottonwood Condominium Association private roads improved one of the lowest rated areas of street in the Village. This project also added sidewalk along Second Street from Inverness to Hudson and Hudson from Cottonwood Condominiums to just past Third Street giving the residents on these streets connectivity to the Village sidewalk network.

A storm water management project on Forest Street was also completed in fiscal year 2013-2014. This project adds storm water infrastructure to direct water from Forest to an existing storm sewer line on Baker.

Though the Village did not receive grant funding from the Stormwater, Asset Management and Wastewater (SAW) program to complete the storm water study, funds have been budgeted to complete a portion of the study, which will likely be reimbursable through the grant in future years.

Two significant road improvement projects started in 2013-2014 and will be completed in 2014-2015. Federal funding has been awarded to reconstruct Central Street from Second to Third and to resurface Ann Arbor Street from Kensington to Baker. The portion of Central Street that will be reconstructed is part of the truck route through the Village. Sidewalk will be added along the north side of the roadway and pedestrian lighting and crosswalks will also be enhanced. The Ann Arbor Street resurfacing will improve one of the most traveled sections of Village roadway. Concrete curb and gutter replacement and crosswalk improvements are also planned as part of this project.

In 2013 a Committee of Village Council was formed to analyze the Village's road network. The work of this Committee has led to a road rehabilitation plan, that will be implemented in 2014-2015. An additional 0.5 mils will be levied in the street fund to support payments necessary to sell an approx. \$800,000 bond. These funds along with the Village's current street millage will be used to implement the plan, which is estimated to bring a majority of the Village roads to fair condition in five years, using preventative maintenance and rehabilitation strategies.

### *Parks & Trails*

The Village continues to partner with Washtenaw County Parks & Recreation and the Huron Clinton Metropolitan Authority (HCMA) to increase the trail network in and around the Village. Construction has been completed on the HCMA project to connect the Border to Border Trail to Hudson Mills Metropark. In partnership with Washtenaw County Parks & Recreation the Village applied for and received a Community Connections grant to complete the section of trail from Central Street along the railroad tracks to the path from Dexter Huron Metropark. The design of this project was finalized in 2013-2014 and construction is expected in 2014-2015.

### *Water & Sewer*

The Village has continued to invest significant dollars into upgrading the water and sewer system.

The \$3.3 million sludge handling system improvement project that was started in October 2012 at the Wastewater Treatment Plant will be completed in fiscal year 2014-2015. The resulting bond payment has necessitated increasing sewer rates 6% instead of the 3% that has been standard in past years. Staff and Council are committed to continuing to find ways to control expenses to help reduce future increases.

As part of the Ann Arbor Street resurfacing project, an aging water main that serves Ann Arbor Street residents will be replaced. Additional work is also planned for the Village water tower which will allow for improved maintenance of iron buildup that can occur inside the tank.

## **Other Projects of Note**

The 2014-2015 budget also includes funds for an architect to conduct a facility feasibility study to help the Village analyze options to upgrade the Village Office and Fire Station facilities. The budget also includes a line item dedicated to the possible transition costs related to the Village becoming a city. A vote on this issue is expected to be held in November 2014.

Administration would like to thank the staff that made this budget document possible with their talents and energies along with the staff and community members who commit themselves every day to making Dexter great. We look forward to working with Council and the community to achieve a successful 2014-2015.

Respectfully submitted,



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Donna Dettling  
Village Manager



AGENDA 8-11-14  
ITEM 6-9

## VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

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

### MEMO

**To: Village Council Members**  
**From: Shawn Keough, Julie Knight and Marie Sherry**  
**Date: August 5, 2014**  
**Re: Interim Village Manager Employment Agreement**

On July 28, 2014, Village Council passed two motions to appoint Courtney Nicholls as the Interim Village Manager as of 5 pm on August 1, 2014. As part of those motions, the Village President was also authorized to convene a committee to negotiate an Interim Village Manager Employment Agreement (on a month to month basis) with Ms. Nicholls.

Trustee Knight and I met with Ms. Nicholls on Tuesday, August 5<sup>th</sup>. Together we drafted the proposed Interim Village Manager Employment Agreement. Finance Director Marie Sherry was asked to be a third member of committee. Marie was asked to review the document for completeness and because staff recently requested that they participate in any process initiated by Council to fill the Village Manager position.

The Employment Agreement is written as a Supplement to the existing Assistant Village Manager Contract (also attached). The Interim Village Manager Employment Agreement includes many of the same provisions as previous Village Manager Employment Agreements, including a broad description of her position to serve the Village of Dexter in the manner and according to the duties and responsibilities prescribed for the Interim Village Manager by the Village President, the General Law Village Act, the Village Ordinances, and resolutions of the Village Council and by Law.

However, because this interim agreement is intended to be in place for a short period of time (that is month to month), the salary proposed is presented as a \$400 biweekly increase over and above Ms. Nicholls's current annual salary (\$60,650 as of July 2014). The Employment Agreement also has a Position Protection clause which gives Ms. Nicholls the option of returning to her Assistant Village Manager position if Council wishes to remove her from the Interim Village Manager role.

The Employment Agreement is presented for Council approval as part of the August 11, 2014 agenda.



**EMPLOYMENT AGREEMENT  
2014  
INTERIM VILLAGE MANAGER  
VILLAGE OF DEXTER**

This is a Supplemental Employment Agreement (the "Agreement"), made and entered into on August 11, 2014 by and between the Village Council of Dexter, State of Michigan, a General Law Village, hereinafter called "Employer" or "Council" as party of the first part, and Courtney Nicholls, hereinafter called "Nicholls" as party of the second part.

**WHEREAS**, Nicholls has been employed by the Village of Dexter since September 10, 2007 as Assistant Village Manager; and

**WHEREAS**, It is the desire of the employer to employ Nicholls as Interim Village Manager of the Village of Dexter, subject to the terms and conditions herein provided; and

**WHEREAS**, Nicholls desires to accept employment as Interim Village Manager of the Village of Dexter subject to the terms and conditions herein provided; and

**WHEREAS**, this contract will exist as a supplement to the existing Assistant Village Manager agreement between the Village and Nicholls;

**NOW THEREFORE**: in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1 DUTIES**

Ms. Nicholls agrees to continue in service to the Village of Dexter in the manner and according to the duties and responsibilities prescribed for the Interim Village Manager by the Village President, the General Law Village Act, the Village Ordinances, and resolutions of the Village Council and by Law.

**SECTION 2 TERM OF EMPLOYMENT**

- A. Nicholls agrees to remain in the employ of the Employer until her termination date. The current term of employment commenced at 5:00 pm on August 1, 2014 and lasts on a month to month basis at the pleasure of the Employer.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Nicholls. Nicholls may be suspended, terminated and /or removed by affirmative vote of the majority of the members of the Council for any reason or no reason, and with or without cause, as determined by the Council.
- C. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Nicholls to resign at any time from her position with Employer, subject only to the provisions of Section 5 of this Agreement.

### **SECTION 3 SUSPENSION**

Employer may suspend Nicholls with pay and benefits at any time during the term of this Agreement for any reason or no reason, with or without cause, and for any period of time, upon an affirmative vote of the majority of the members of the Village Council.

### **SECTION 4 POSITION PROTECTION**

If Council wishes to remove Nicholls from the position of Interim Village Manager she shall be given the protection of having the option of returning to the position of Assistant Village Manager.

### **SECTION 5 RESIGNATION**

In the event Nicholls voluntarily resigns her position with Employer before expiration of this Agreement, then Nicholls shall give Employer thirty-30 days notice in advance, unless the parties agree otherwise.

### **SECTION 6 SALARY**

Employer agrees to pay Nicholls for her services, a bi-weekly lump sum of \$400 in addition to the salary in the Assistant Village Manager contract.

### **SECTION 7 PERFORMANCE EVALUATION**

The Council will evaluate the performance of Nicholls as necessary.

### **SECTION 8 FRINGE BENEFITS**

Fringe benefits shall stay as provided by the Nicholls' Assistant Village Manager's contract, except that three days of vacation shall be able to be carried over past her anniversary date. These days must be used by December 31, 2014.

### **SECTION 9 ARBITRATION**

It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress and dispute, claim or controversy involving the interpretation of this Agreement or the terms, conditions or termination of Nicholls' employment with the Employer. Any such dispute, claim or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the Voluntary Labor Arbitration Rules of the America Arbitration Association then in effect. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement; he shall not change, add to, or subtract from any of its provisions. The Arbitrator shall have the power to compel attendance or witnesses at a hearing. The arbitration award shall be final and binding and shall be the sole remedy for any claimed breach of this Agreement. Judgment may be entered on the arbitrator's award in any court having jurisdiction, but neither party may otherwise resort to any court or administrative agency with respect to any dispute that is able to arbitrate under this section except for claims that the arbitrator will be borne by the Employer and Nicholls equally. This arbitration provision shall, with respect to any dispute, claim or controversy rising under or in connection with this Agreement, survive the termination or expiration of the Agreement.

**SECTION 10 INDEMNIFICATION**

Employer shall defend, save harmless, and indemnify Nicholls against any tort, professional liability claim or demand or other legal action to the extent provided for under the Village's insurance policies with its carriers arising out of an alleged act or omission occurring within the scope of employment and in the good faith performance of Nicholls' duties as Interim Village Manager.

**SECTION 11 BONDING**

Employer shall bear the full cost of any fidelity or other bonds required of Nicholls under any law or ordinance.

**SECTION 13 OTHER TERMS AND CONDITIONS**

The Council, in consultation with Nicholls, shall fix any such other terms and conditions of Nicholls' employment, as it may determine from time to time provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village Charter or any law.

**SECTION 14 REPRESENTATION OF EMPLOYER**

Employer represents that it has the legal authority to enter into and be bound by the terms of this Agreement.

**SECTION 15 SEVERABILITY**

Should a court of jurisdiction hold any provision of this Agreement unlawful, all other provisions of the Agreement shall remain in force for the duration of the Agreement.

**SECTION 16 NOTICES**

Notices pursuant to this Agreement shall be given by personal delivery to the other party, or by certified mail through the United States Postal Service, postage prepaid, addressed as follows:

Village President	Nicholls' Address:
8140 Main St.	16435 Terrace Village
Dexter, MI 48130	Taylor, MI 48180

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or deposit with the United States Postal Service.

**SECTION 17 ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all previous discussions, negotiations, and agreements between the parties, whether written or oral, with respect to the subject matter hereof. This Agreement cannot be modified, altered, or amended except by written agreement, signed by both parties. Each of the parties has received an executed original of this Agreement.

**SECTION 18 BINDING NATURE, NON-ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and Ms. Nicholls' respective heirs, personal representatives and attorneys-in-fact. This Agreement is non-assignable.

**IN WITNESS WHEREOF**, The Village of Dexter has caused this Agreement to be signed and executed on its behalf by the Village President, the day and year written above.

\_\_\_\_\_  
Courtney Nicholls  
Interim Village Manager

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Approved by Village Council at their regular meeting on \_\_\_\_\_

**EMPLOYMENT AGREEMENT  
ASSISTANT VILLAGE MANAGER  
VILLAGE OF DEXTER  
2014**

This is an Employment Agreement (the "Agreement"), made and entered into on June 12, 2014 by and between the Village Council of Dexter, State of Michigan, a General Law Village, hereinafter called "Employer" or "Council" as party of the first part, and Courtney L. Nicholls, hereinafter called "Nicholls" as party of the second part.

**WHEREAS**, It is the desire of the employer to employ Nicholls as Assistant Village Manager of the Village of Dexter, subject to the terms and conditions herein provided; and

**WHEREAS**, Nicholls desires to accept continued employment as Assistant Village Manager of the Village of Dexter subject to the terms and conditions herein provided;

**NOW THEREFORE**: inconsideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1 DUTIES**

Ms. Nicholls agrees to continue in service to the Village of Dexter in the manner and according to the duties and responsibilities prescribed for the Assistant Village Manager by the Village Manager, the Village Charter, the Village Ordinances, and resolutions of the Village Council and by Law.

**SECTION 2 TERM OF EMPLOYMENT**

- A. Nicholls agrees to remain in the employ of the Employer until her termination date. The term of employment under this agreement commences, September 10, 2007, which is the initial appointment date and will continue on a year-to-year basis, at the pleasure of the Employer. The current term of employment under this Agreement commences July 1, 2014, and will continue to June 30, 2015 at the pleasure of the Employer.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Manager to terminate the services of Nicholls. The Village of Dexter is an at-will employer.
- C. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Nicholls to resign at any time from her position with Employer, subject only to the provisions of Section 5 of this Agreement.

**SECTION 3 SUSPENSION**

Employer may suspend Nicholls with pay and benefits at any time during the term of this agreement for any reason or no reason, with or without cause, and for any period of time, as deemed necessary by the Village Manager.

**SECTION 4 TERMINATION AND SEVERANCE PAY**

Nicholls shall be compensated for all earned and unused vacation, holidays, pension and insurance benefits accrued up to the date of employment.

**SECTION 5 RESIGNATION**

In the event Nicholls voluntarily resigns her position with Employer before expiration of this agreement, then Nicholls shall give Employer thirty-30 days notice in advance, unless the parties agree otherwise.

## **SECTION 6 SALARY**

Employer agrees to pay Nicholls for her services, rendered pursuant hereto, an annual base salary of \$60,650 effective July 1, 2014 and payable in installments at the same time as other management employees of the Employer are paid.

In addition, Employer agrees to review said base salary and/or benefits of Nicholls on the basis of an annual performance review of Nicholls made prior to each new Fiscal Year, July 1<sup>st</sup>. Any future pay adjustments will be effective July 1<sup>st</sup> of each year. The Assistant Village Manager position is considered exempt from overtime or compensatory time.

## **SECTION 7 PERFORMANCE EVALUATION**

The Manager will review goals and evaluate the performance of Nicholls once a year. Said review and evaluation shall be in accordance with the criteria developed jointly by the Employer and Nicholls, which may be added to or deleted from as the Manager sees fit.

## **SECTION 8 FRINGE BENEFITS**

**Vacation Time** - Nicholls shall be credited with fifteen [15] days vacation on her anniversary date. Vacation time will be used during the following 12-month period. The Village has adopted a strict use it or loose it policy.

**Sick Time** - Nicholls shall receive five [5] days sick leave each year. Sick leave may be accrued and carried forward equal to the number of days needed to cover a 3-month period of disability. Nicholls may accumulate a maximum of 520 hours of sick leave. Sick leave benefits are available for periods of incapacity due to illness or injury while actively employed with the Village. Sick leave benefits will not be paid under any other circumstances.

**Insurance Benefits** – Except as otherwise provided in this Agreement, the Employer agrees to provide Nicholls the same comprehensive health, dental, and Life Insurance Policy (\$50,000), under the same plans as apply to other non-bargaining Department Heads of the Employer. The health insurance plan provided to non-bargaining employees will include options for a combination of deductibles paid by the employee and/or premium co-payments from payroll, which is subject to change at the discretion of the village.

In the event Nicholls elects not to participate in the comprehensive medical insurance coverage provided by the Employer, then in-lieu of said coverage the Employer will make a payment to Nicholls in an amount equal to 60% of the total actual value of Medical and Rx coverage at the single rate up to a maximum value of \$3,500. Compensation will be made on the first pay period of December.

**Retirement** – The Employer agrees to contribute 4% to MERS. Nicholls will be required to make a MERS contribution of 6% effective July 1, 2014.

**Professional Development**- The Village agrees to pay for travel and subsistence expenses of Nicholls for courses, institutions, and seminars that are necessary for her professional development and for the good of the village. The Village Manager will authorize this expense limited only by the employer's budget.

**SECTION 9 ARBITRATION**

It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress and dispute, claim or controversy involving the interpretation of this Agreement or the terms, conditions or termination of Nicholls's employment with the Employer. Any such dispute, claim or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the Voluntary Labor Arbitration Rules of the America Arbitration Association then in effect. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement; he shall not change, add to, or subtract from any of its provisions. The Arbitrator shall have the power to compel attendance or witnesses at a hearing. The arbitration award shall be final and binding and shall be the sole remedy for any claimed breach of this Agreement. Judgment may be entered on the arbitrator's award in any court having jurisdiction, but neither party may otherwise resort to any court or administrative agency with respect to any dispute that is able to arbitrate under this section except for claims that the arbitrator will be borne by the Employer and Nicholls equally. This arbitration provision shall, with respect to any dispute, claim or controversy rising under or in connection with this Agreement, survive the termination or expiration of the Agreement.

**SECTION 10 INDEMNIFICATION**

Employer shall defend, save harmless, and indemnify Nicholls against any tort, professional liability claim or demand or other legal action to the extent provided for under the Village's insurance policies with its carriers arising out of an alleged act or omission occurring within the scope of employment and in the good faith performance of Nicholls's duties as Assistant Village Manager.

**SECTION 11 BONDING**

Employer shall bear the full cost of any fidelity or other bonds required of Nicholls under any law or ordinance.

**SECTION 12 OTHER TERMS AND CONDITIONS**

The Manager, in consultation with Nicholls, shall fix any such other terms and conditions of Nicholls's employment, as it may determine from time to time provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village Charter or any law.

**SECTION 13 REPRESENTATION OF EMPLOYER**

Employer represents that it has the legal authority to enter into and be bound by the terms of this Agreement.

**SECTION 14 SEVERABILITY**

Should a court of jurisdiction hold any provision of this Agreement unlawful, all other provisions of the Agreement shall remain in force for the duration of the Agreement.

**SECTION 15 NOTICES**

Notices pursuant to this Agreement shall be given by personal delivery to the other party, or by certified mail through the United States Postal Service, postage prepaid, addressed as follows:

Village Manager	Courtney L. Nicholls
8140 Main St.	16435 Terrace Village
Dexter, MI 48130	Taylor, MI 48180

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or deposit with the United States Postal Service.

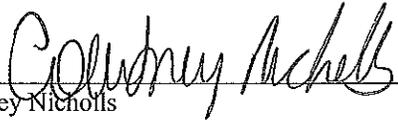
**SECTION 16 ENTIRE AGREEMENT**

This agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all previous discussions, negotiations, and agreements between the parties, whether written or oral, with respect to the subject matter hereof. This Agreement cannot be modified, altered, or amended except by written agreement, signed by both parties. Each of the parties has received an executed original of this Agreement.

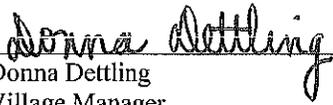
**SECTION 17 BINDING NATURE, NON-ASSIGNMENT**

This agreement shall be binding upon and inure to the benefit of the parties hereto and Ms. Nicholls's respective heirs, personal representatives and attorneys-in-fact. This Agreement is non-assignable.

IN WITNESS WHEREOF, The Village of Dexter has caused this Agreement to be signed and executed in its behalf by the Village Manager, the day and year first above written.

  
\_\_\_\_\_  
Courtney Nicholls  
Assistant Village Manager

6-12-14  
Date

  
\_\_\_\_\_  
Donna Dettling  
Village Manager

6-12-2014  
Date