

**DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, AUGUST 25, 2014**

**Agenda:** 9/8/2014

**Item:** C-1

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

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

**B. ROLL CALL:** President Keough

J. Carson	P. Cousins
D. Fisher-arr at 7:32 PM	J. Knight
J. Semifero	R. Tell

Also present: Courtney Nicholls, Acting Village Manager; Marie Sherry, Finance Director/Treasurer; Michelle Aniol, Community Development Manager; Carol Jones, Village Clerk; Dan Schlaff, Public Services Superintendent; Scott Maurer, Assistant Public Services Superintendent; Patrick Droze, Orchard, Hiltz & McCliment; Dan Smith, District 2 County Commissioner; residents and media.

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting – August 11, 2014
2. Council Work Session – August 11, 2014

Motion Knight; support Cousins to approve the minutes of the Regular Council Meeting of August 11, 2014 with a correction on page 4, New Business item 2, the Aye vote should read Cousins, Fisher, Tell, Carson and Keough and the Council Work Session of August 11, 2014 with the correction of Section C, item 1 which should read “Two weeks ago a committee consisting of Marie Sherry, Julie Knight and Shawn Keough *following Council authorization met* to put together a contract for the acting Village Manager”.

Unanimous voice vote approval.

**D. PREARRANGED PARTICIPATION**

None

**E. APPROVAL OF THE AGENDA**

Motion Semifero; support Fisher to approve the agenda with the addition of information for New Business item L-2, Paving Bid.

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**

Kim Smith of 3111 Hudson Street, Dexter spoke regarding traffic issues with the traffic coming down Forest Street due to Ann Arbor Street construction. She stated that the detour signs using Dan Hoey Road were not effective and she gave a report on a traffic survey in the morning and afternoon. Ms. Smith also stated that the Dexter community prides itself on being a walkable community and now with the traffic we are not able to do so. Complaints have been made to the Village office but she feels that the Council trustees were not informed.

Jim Smith of 7765 Forest Street, Dexter felt that the Washtenaw County Sheriff's Dept. was doing a good job with the traffic early in the morning but by 3-4 PM their presence was gone and the pace, volume and speed of vehicles would then pickup in the afternoon hours.

Council Comments: Trustee Cousins who also lives on Forest Street spoke about being just as frustrated as the residents and about the heavy amount of traffic in the mornings and afternoons. Trustee Fisher wished the people would be courteous in their use of the side streets.

## **H. COMMUNICATIONS:**

1. Upcoming Meeting List
2. Sign Calendar

## **I. REPORTS**

1. Public Services Superintendent – Dan Schlaff

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

Mr. Schlaff gave the following updates:

- Summer help – would like to keep at least one of the summer help personnel on for a while.
- Question regarding the 6<sup>th</sup> well which Mr. Schlaff explained is a test well.
- Trustee Cousins thanked Mr. Schlaff and his crew for the great help with the Plein Air event.

2. Community Development Manager – Michelle Aniol

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

- Barn on Dan Hoey Road – Discussion was held on the barn ownership and possible future use.

- Ms. Aniol identified who will be invited to the pre-construction meeting with Deputy Homes for Victoria Condos.

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

#### *Washtenaw Area Transportation Study Policy Rep – Jim Carson*

- Mr. Carson reported that on August 13 there was a meeting regarding Federal Aid and that WATS will need to make some amendments to the 2015-2017 projects. This means that WATS might not have enough money do all of the planned projects and will need to reassess future projects. Discussion followed.

### 4. Subcommittee Reports

#### *Facilities*

- Due to scheduling conflict the workshop on facilities needed to be re-scheduled.

#### *Road Plan*

- Now have the milling piece of equipment and will have a hot box (possibly a loaner until our item is built properly).
- At this point the Village can begin to do repairs on the roads. Should be cheaper for the Village to do much of the repairs rather than hire a contractor.
- Would like the summer help to stay on so that repairs can begin.

### 5. Acting Village Manager Report

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

- Tom Paup from the Dexter Daze Committee has asked for Council representation on the Dexter Daze Committee. Discussion followed.
- There was a task force meeting in Scio Township and levying a ½ mill tax for road and with those funds collected in the Village being returned to the Village was discussed.
- The bid for a path in Community Park came back too high so this will be re-bid.
- Ms. Knight mentioned that the Chamber of Commerce would like to get involved with the Plein Air event.

### 6. President’s Report

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

- Website Committee did meet and will need to do some upgrades to keep the site current.
- President Keough spoke of his intent to introduce a motion at the September 8 meeting to appoint Ms. Nicholls as the Village Manager.

- Have not heard anything as of yet of a meeting with Scio Township regarding the Wellness Center and Tax Tribunal.
- Trustee Tell commented on the wash out at the Mast Road Bridge on the Webster township side.
- Trustee Carson inquired about the two openings on Planning Commission.

**J. CONSENT AGENDA**

1. Consideration of: Bills and Payroll in the amount of \$630,102.88
2. Consideration of: Placement of Ribbons on Light Poles for Turn the Town Teal from September 6 to September 27

Motion Fisher; support Semifero 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

Ms. Nicholls reported that there was no update at this time and that the Charter Commission will be meeting again early in September.

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

1. Consideration of: Bond Authorizing Resolution for the Sale of Bonds in the Amount of \$800,000 for Use in Implementing the Road Rehabilitation Plan

Motion Tell; support Knight to authorize the resolution for the sale of bonds in the amount of \$800,000 for use in implementing the Road Rehabilitation Plan.

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

2. Consideration of: Bid Award to Barrett Paving for the 2014 Asphalt Paving Project

Motion Carson; support Fisher to award the bid for the 2014 asphalt paving project to Barrett Paving in an amount not to exceed \$682,000 and to authorize staff to use the bond proceeds to make the payments.

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

- 3. Consideration of: Bid Award to Knight’s Excavating for the Huron Street Outfall Project for an Amount not to exceed \$26,400.

Motion Cousins; support Tell to award the bid for the Huron Street Outfall Project to Knight’s Excavating for an amount not to exceed \$26,400.

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

- 4. Consideration of: Dedication of 0.134 acres of Property Adjacent to 3616 Central

Motion Cousins; support Knight be it resolved that the Village accepts the dedication of the property adjacent to 3616 Central for any and all public uses.

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

- 5. Consideration of: Contract with OHM for Temporary Staffing

Motion Carson; support Fisher to approve the contract with OHM (Orchard, Hiltz and McCliment) for temporary staffing of the Village office.

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

- 6. Discussion of: Personal Property Tax Changes

Ms. Sherry prepared and presented information regarding the changes as currently known regarding the Personal Property Tax changes. The Village will not be getting reimbursement as tax values went up but the DDA will be getting reimbursement as their values went down.

**M. COUNCIL COMMENTS**

Cousins	Thanked staff and in particularly Ms. Nicholls for the Plein Air event. It was a very successful event and many people bought paintings.
Fisher	None
Semifero	None
Jones	A little known fact in the Clerk records that at one town meeting, the mayor locked the town council in the meeting room to finish some business. The written record starts out fine but by the second day the writing becomes a scrawl as everyone became drunk.
Knight	None
Tell	None

Carson            None

**N. NON-ARRANGED PARTICIPATION**

None

**O. ADJOURNMENT**

Motion Carson; support Cousins to adjourn at 9:32 PM.

Unanimous voice vote approval.

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

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

## 2014 Meeting Calendar

Agenda: 9/8/2014

Item: H-1

Board	Date	Time	Location	Website	Village Representative
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>	
Village Facility Committee	9/5/2014	9:00 a.m.	Village Offices	<a href="http://www.dextermi.gov">http://www.dextermi.gov</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
Dexter Township Board	9/16/2014	7:00 p.m.	Dexter Township Hall	<a href="http://www.twp-dexter.org/">http://www.twp-dexter.org/</a>	
Dexter Village Parks Commission	9/16/2014	7:00 p.m.	Village Offices	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Donna Fisher
Webster Township Board	9/16/2014	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Washtenaw Area Transportation Study-Policy	9/17/2014	9:30 a.m.	Scio Township Hall	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Jim Carson
Dexter Downtown Development Authority	9/18/2014	7:30 a.m.	Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Shawn Keough
Dexter Area Fire Board	9/18/2014	6:00 p.m.	Dexter Township Hall	<a href="http://dexterareafire.org/">http://dexterareafire.org/</a>	Ray Tell/Jim Seta
Healthy Community Steering Committee	9/18/2014	9:00 a.m.	Chelsea Hospital - White Oak Room		Paul Cousins
Dexter Village Council	9/22/2014	7:30 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
Scio Township Board	9/23/2014	7:00 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	
Western Washtenaw Area Value Express	9/23/2014	8:15 a.m.	Chelsea Community Hospital	<a href="http://www.ridethewavebus.org/">http://www.ridethewavebus.org/</a>	Jim Carson
Washtenaw Area Transportation Study-Technical	10/1/2014	9:30 a.m.	Road Commission Offices	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Rhett Gronewelt
Dexter Area Historical Society Board	10/2/2014	7:00 p.m.	Dexter Area Historical Museum	<a href="http://www.dextermuseum.org/">http://www.dextermuseum.org/</a>	
Dexter District Library Board	10/6/2014	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 Planning Commission	10/6/2014	7:30 p.m.	Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Joe Semifero
Dexter Village Arts, Culture & Heritage Committee	10/7/2014	7:00 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Paul Cousins
Chelsea Area Planning Team/Dexter Area Regional Team	10/8/2014	7:00 p.m.	Sylvan Township	<a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>	Jim Carson
Dexter Area Chamber of Commerce	10/8/2014	8:15 a.m.	Copeland Board Room	<a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>	Julie Knight
Regional Fire Consolidation	10/8/2014	8:30 a.m.	Scio Township Hall		Shawn Keough
Gateway Initiative (Big 400)	10/10/2014	9:30 a.m.	Waterloo Recreation Area		Paul Cousins, Carol Jones
Dexter Village Council	10/13/2014	7:30 p.m.	Dexter Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	
5H - Dexter Coalition	10/14/2014	5:30 p.m.	Dexter Wellness Center		Paul Cousins, Donna Dettling
Scio Township Board	10/14/2014	7:00 p.m.	Scio Township Hall	<a href="http://www.sciotownship.org/">http://www.sciotownship.org/</a>	
Dexter Downtown Development Authority	10/15/2014	7:30 a.m.	Senior Center	<a href="http://www.dextermi.gov">http://www.dextermi.gov</a>	Shawn Keough
Washtenaw Area Transportation Study-Policy	10/15/2014	9:30 a.m.	Scio Township Hall	<a href="http://www.miwats.org/">http://www.miwats.org/</a>	Jim Carson

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

2014 Sign Calendar

	Name of Group	Dates	Number Approved	Approval Date	Locations		Name of Group	Dates	Number Approved	Approval Date	Locations
<b>January</b>	Dexter Senior Ctr-Winter Market	1/11 & 1/25	3-18X24 / 2-2'X4"	11/22/2013	1,2,4,5,44	<b>June Cont.</b>	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	12/28-1/6/14	2-28" X 22"	12/26/2013	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	3-18X24/1-2'X4",1-3x5	1/6/2014	1,2,4,5,44		Boy Scouts-rummage troup	6/18-6/21	2 - 4'x4'x5'	5/30/2014	1 and 44
	K of C-Quarter Mainia	1/15-1/23	5- 18" X 24"	1/15/2014			Dexter Soccer-Tryouts	6/2-6/16	5-18 X 24	5/30/2014	1,2,4,5,10
	Mill Creek-Red Cross Blood Drive	1/13-1/23	2-18" X 24"	1/15/2014	21 & 36		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	1-2'X3"	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 Comm. Players	6/20-6/29	5 - 18 X 24	6/4/2014	1,2,4,5,44	
<b>February</b>	Dexter Senior Ctr-Winter Market	2/8 & 2/22	3-18X24 / 2-2'X4"	11/22/2013	1,2,4,5,44		Parade of Homes	6/20-6/22	2- 18 X 24	6/19/2014	1,44
	Dexter Community Orchestra-Concert	2/9 & 2/23	2 - 4' X 3"	10/3/2013	5 & 9	<b>July</b>	St. Andrews-Blood Drive	07/10-07/21	2 - 28" X 22"	1/6/2014	8 & 22
	Dexter High School-Crazy for You	1/25-2/9	3-18X24/1-2'X4",1-3x5	1/6/2014	1,2,4,5,44		Dexter Wellness Walk-Move Mor	7/7-7/13	45430	3/6/2014	1,2,4,5,44
	St. Andrews-Monthly dinners	1/31-2/6 & 2/28-3/6	1-2'X3"	1/6/2014	8		Dexter UMC-Vacation Bible	7/7-7/11	1 - 2' X 3'	3/27/2014	49
							St. Joe's Festival	7/5-7/19	1-3X3-4-18X24	4/24/2014	1,2,4,5,10
<b>March</b>	Dexter Senior Ctr-Winter Market	3/8 & 3/22	3-18X24 / 2-2'X4"	11/22/2013	1,2,4,5,44		Dexter Daze-Summer Fest	7/25-8/9	3-18 x 24	6/5/2014	2,5,44
	Community Band - Concert	2/17-3/2	2 - 2' x 4' 1 - 18" x 24"	11/1/2013	1,3,5		Dexter Well Coalition-Yoga	7/1-7/14	5 - 18 X 24	5/4/2014	1,2,4,5,44
	St. Andrews-Monthly dinners	2/28-3/6 & 3/28-4/3	1-2'X3"	1/6/2014	8	St. James-Dex Daze Chick BBQ	7/31-8/9	2 - 2' X 2'	6/16/2014	1 & 4	
	Dexter Historical Soc.-Artisan Fair	3/8-3/22	5-18X24	2/18/2014	1,2,4,5,44	St. James-Ice Cream Social	7/31-8/7	5 - 18 X 24	7/2/2014	1,2,4,5,44	
	Dexter Wellness Walk-Move More	3/3-3/9	5-18'x24'	3/6/2014	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 K of C-Quarter Mania	3/17-3/27	5-18'x24'	3/17/2014	1,2,4,5,10	Dexter Touchdown club-Golf	7/20-8/3	5 - 18 X 24	7/14/2014	1,2,4,5,10	
						Hurricanes Fast Pitch-Softball	7/25-8/7	2 - 18 X 24	7/25/2014	1 & 10	
<b>April</b>	Dexter Community Schools-ArtWalk	4/21-5/5/14	5- 18 X 24	12/11/2013	1,2,4,44,10	<b>August</b>	Dexter Wellness Walk-Move Mor	8/4-8/10	45430	3/6/2014	1,2,4,5,44
	Dexter Senior Ctr-Winter Market	4/5 & 4/19	3-18X24 / 2-2'X4"	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
	St. Andrews-Monthly dinners	3/28-4/3 & 4/25-5/1	1-2'X3"	1/6/2014	8		Hurricanes 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 Hung	3/29-4/12	1 2'X3"	3/29/2014	1	<b>September</b>	Dexter Museum/Quilt Sale	8/4-8/18	1-18X24. 2-2X3	8/4/2014	1,40,44
	Connexions Church Service Times		5-18"X24"	3/29/2014	1,4,5,44,10		Dexter Touchdown club-Taste	8/16-8/29	5 - 18 X 24	8/13/2014	1,2,4,5,44
	Dexter Drama Club-A Midsummer Night	4/19-5/4	3-18" X24", 1-3'X4' and 1-5'X8"	3/26/2014	2,4,5,44		St. Andrews-Blood Drive	9/19-9/29	2 - 28" X 22"	1/6/2014	8 & 22
							8/29-9/4 & 9/26-10/2	1-2'X3"	1/6/2014	8	
							Dexter Wellness Walk-Move Mor	9/8-9/14	45430	3/6/2014	1,2,4,5,44
<b>May</b>	Dexter Community Schools-ArtWalk	4/21-5/5/14	5- 18 X 24	12/11/2013	1,2,4,44,10		Dexter United Methodist Rummage	9/17-9/27	2-24"X35" and 2-18"X24"	4/4/2014	1,5,10,44
	Community Band - Concert	4/21-5/4	2 - 2' x 4' 1 - 18" x 24"	11/1/2013	1,3,5						
	St. Andrews-Monthly dinners	4/25-5/1	1-2'X3"	1/6/2014	8	<b>October</b>	St. Andrews-Monthly dinners	0	1-2'X3"	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 Walk-Move Mor	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 Mor	11/3-11/9	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	10/30-11/2	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						
	Dexter Wellness Walk-Move More	6/9-6/15	5-18'x24'	3/6/2014	1,2,4,5,44						
	St. Joe's Flea Market	6/26-7/10	4-18X24;1-3x3	4/24/2014	1,4,5,10,43	<b>December</b>	St. Andrews-Monthly dinners	11/28-12/4	1-2'X3"	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 Mor	12/8-12/14	45430	3/6/2014	1,2,4,5,44
	St. Andrews-Rummage sale	6/6-6/14	4-18X24;1-2x3	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

Agenda: 9/8/2014  
Item: H-2

Location Listing: 1 - Baker/Main, 2 - Central/Mill, 3 - Dexter Ann Arbor/Copeland, 4 - Main/Alpine, 5 - Baker/Cemetery, 6 - Monument Park, 7 - Creekside, 8 - 7610 Dexter Ann Arbor, 9 - Peace Park, 10 - Dexter Ann Arbor/Limits, 11 - Cornerstone, 12 - Bates, 13 - 3443 Inverness, 14 - 7720 Ann Arbor Street, 15 - S. Main/Broad, 16 - N. Main/Broad, 17 - Edison/Ann Arbor Street, 18 - Dover/Fifth, 19 - Central/Fifth, 20 - Broad/Fifth, 21 - Mill Creek Middle School, 22 - Fourth/Inverness, 23 - Dexter Bakery, 24 - Lighthouse, 25 - Dexter Pharmacy 2, 26-Warrior Creek Park Driveway, 27-Dexter Flowers, 28-Terry B's, 29-7795 Ann Arbor St, 30 - 7915 Fourth, 31 - 7651 Dan Hoey, 32 - Wylie, 33-Lions Park, 35-Dexter Crossing Entrance, 36 - Dan Hoey/Dexter Ann Arbor; 37 - Dover/Main, 38 - Fourth/Central, 39 - Baker/Hudson, 40 - Inverness/Ann Arbor, 41 - Main/Jeffords, 42 - Third/Broad; 43 - 3rd/Dover; 44 - Ryan/Dexter Ann Arbor, 45 - Meadowview/Dexter Ann Arbor, 46 - Ice Rink, 47-Dexter Mill/RR tracks, 48-7444 Dexter-Ann Arbor, 49-Park entrance @ Farmers Mkt and Library, 50-2810 Baker/Dexter Wellness entrance

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

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

# Public Services Department

8140 Main Street Dexter, MI 48130-1092

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

Phone (734)426-4572

## MEMO

**To: President Keough and Council**  
**From: Dan Schlaff, Public Services Superintendent**  
**Date: August 20, 2014**  
**Re: Utility & DPW Progress Reports**

**Agenda:** 9/8/2014

**Item:** I-1

Provided for Council's review are Utility & DPW Progress Reports for the weeks of:

8/18/2014 to 8/24/2014

8/25/2014 to 8/31/2014

Please contact me, if you have any questions.

DPW Progress Report	8/18/2014	8/24/2014	7-Days
Leaf Pick-Up			
Chip Brush	3	17 hours.	
Patch Roads	2	4 hours each.	
Repair Shoulders	2	7.5 hours each Dexter crossing.	
Grade Shoulder			
Storm Sewer Repair	1	2 hours.	
Street Sign			
Road Repair	4	28 hours.	
Trim Trees, Cut Down	1	3.5 hours	
Clean Ditch	2	2 hours.	
Street Sweeping	1	7 hours.	
Miss Diggs	9	4.5 hours.	
Parks			
Repair sign			
Maintenance on sweeper	1	2 hours.	
Maintenace GMC Truck	1	7.5 hours 2 - days.	
Compost Bags	1	2 hours.	
No parking signs			
Post for parking area			
Fence, chairs, tables	3	2 hours.	
Maintenance 1 ton truck	1	4 hours.	
Clean Office, Break Room	1	3 hours.	

DPW Progress Report	8/18/2014	8/24/2014	7-Days
Street committee meeting			
Fixed snow fence	2	1 hour each.	
PIPP reports			
Maintenance chipper			
Cleaned work area	2	3 hours each.	
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	
Work orders summer help	1	1.5 hours.	
Set up art show			
Backhoe maintenance			
Bills payroll	1	1.5 hours.	
Washed pick up truck	1	30 min.	
Washed 1 ton truck	1	30 min.	
Sharpen chain saws	1	1 hour.	
Checked, clean storm drains	2	2 hours each.	
Power washed equipment			

DPW Progress Report	8/18/2014	8/24/2014	7-Days
Sprayed round-up	1	2 hours.	
Lawn mowing	4	41 hours.	
Working on new DPW storage area	1	4 hours.	
Trash down town	2	3 hours each.	
Morning reads	1	10 hours.	
Arsenic testing			
Pluming fittings 5th well			
Shut off water			
Pushed up wood chips			
Office Comcast			
Total work hours in the week	229		
Total hours accounted for	189		
Total work orders	57		

DPW Progress Report	8/25/2014	8/31/2014	7-Days		
Leaf Pick-Up					
Chip Brush		2 6 hours each.			
Street Sign		2 1 hour each.			
Road Repair					
Trim Trees, Cut Down		2 1.5 hours each. 5 4 hours each. Farm house.			
Clean Ditch					
Farmers Market		1 1 hour.			
Cleaned parking area bobcat dump truck.					
Ground stumps		1 3 hours.			
Miss Diggs		12 6.5 hours.			
Parks		3 Pulled weeds riverside. 4 hours. 2 Bike rack 3.5 hours each.			
Repair sign					
Maintenance on sweeper					
Painted new parking lines					
Traffic Signals		2 2 hours each. Changed traffic lights. Baker, Dan Hoey.			
Clock Downtown					
Put up, Take Down Banners		2 1.5 hours each.			
Radar Sign					
Maintenance GMC Truck					
Compost Bags		2 2 hours.			
Closed Central street					
Cleaned area where stumps		1 2 hours.			

DPW Progress Report	8/25/2014	8/31/2014	7-Days		
were ground down					
Maintenance International Dump Truck					
Suppliers graffiti removal					
Bobcat maintenance	2	2 hours each.			
Maintenance 1 ton truck					
Clean Office, Break Room	2	2 hours.			
Street committee meeting	1	1 hour.			
Cleaned work area	2	2 hours.			
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			
Sidewalk,street painting forms					
Water flowers					
Sidewalk survey	1	6 hours.			
Work orders summer help	1	1.5 hours.			
Set up art show					

DPW Progress Report	8/25/2014	8/31/2014	7-Days		
Backhoe maintenance	2	2 hours.			
Bills payroll	1	1.5 hours.			
Worked on carbon edger					
Barracades	2	2 hours.			
Sharpen chain saws					
Worked on weed eaters	1	1.5 hours.			
Cleaned, worked on bucket truck					
Bags behind dumpster					
DPW miscellaneous items					
Checked, clean storm drains	2	2 hours.			
Power washed equipment	1	1hour.			
Sprayed round-up					
Lawn mowing	4	49 hours.			
Working on new DPW storage area					
Trash down town	2	2 hours.			
Morning reads	1	10 hours.			
Total work hours in the week	203				
Total hours accounted for	157.5				
Total work orders	67				

utilities progress reports	8/18/2014	8/24/2014	7/Days		
sewer maintenance	4				
water maintenance	5				
mxu's, Wire	4				
new meters	3				
Turned water on/off					
liftstations, Reads, Floats	4				
miss digs	12				
Safty audit F&V	1				
Hosing WWTP	2				
backwash filter building	3	52,000 gal			
final reads/beginning reads	4				
arsenic samples	1				
Morning Rounds WTP	5				
Morning Rounds WWTP	5				
Activated sludge settling test	3				
Transfer Ferric	2				
Cleaned gas room	1				
Weekend Operation & Lab	2				
Bisulfite delivery					
5th well annual grease,oil	1				
Flushed primary scum beaches					
Chem Cleaned sand filters	1	#3			
Handed out water shut off notices					

utilities progress reports	8/18/2014	8/24/2014	7/Days		
Filled oiler, greased screw pumps	2				
Unplugged ras pump	2				
Chlorine delivery					
Clear bar screen	2				
Chiller start up, training	4				
Mixing primary digester for TAVA sample	3				
Paint Hydrants					
Pumped scum pit WWTP	2				
Installed new 80 gallon water heater WWTP	2				
Open iron pond drain	2				
Pump, Flushed E.Q					
Add 3lb polymer aeration tank					
Chem feed pumps WWTP	4				
NUBCO WATER READS	2	Meter # 71307627 Read 0		71	
		Meter # 71756943 Read 3		3565	
Changed A/C filters					
Mop clean WTP, 5 th well					
Maintenance RAS pumps	2				
Activated sludge samples	3				
Sludge judge clarifiers	7				
Alternate outdoor, indoor screw pumps	3				
Changed Cl2 Pump Hose 5TH Well	4				
Metro Sewer Vac-Truck					
Clarifier drives maintenance					

utilities progress reports	8/18/2014	8/24/2014	7/Days		
Primary clarifier sludge samples	5				
Rebuild sand filter WWTP	2				
6 TH WELL	1	29' 3"			
Lab training	5				
5TH WELL	1	26' 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			
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	

utilities progress reports		8/18/2014	8/24/2014	7/Days	
6	Total Chlorine			7-Days Per Week	
7	Settlabilty			7-Days Per Week	
8	MSSS AT RAS			7-Days Per Week	
9	Wasting rates			7-Days Per Week	
	Daily Composite Lab:				
1	Dates:	1	Jan	8/18/2014	8/24/2014
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	Idexx bacti, QA/QC.				
2	Order parts autoclave.				
	ORDER CHEMICALS:				
1	Orthophosphate.				
2					
	IPP:				
1	Alpha Metal				
2	Reports				
3	Other				
	IPP:				
1	NUBC				
2	Reports				
3	Other:				
	Miscellenous:				

utilities progress reports	8/18/2014	8/24/2014	7/Days		
1	Cleaned autoclave				
2	Sent email regarding TTHM sampling next week.				
3					
4					
5					
6					
7					
	Total Work Orders			280	

utilities progress reports	8/25/2014	8/31/2014	7/Days		
sewer maintenance	5				
water maintenance	7				
mxu's, Wire	3				
new meters	4				
Turned water on/off	2				
liftstations, Reads, Floats	4				
miss digs	11				
Safty audit F&V					
Hosing WWTP	2				
backwash filter building	3	55,000 gal			
final reads/beginning reads	4				
arsenic samples	1				
Morning Rounds WTP	5				
Morning Rounds WWTP	5				
Activated sludge settling test	3				
Transfer Ferric	3				
Cleaned gas room					
Weekend Operation & Lab	2				
Bisulfite delivery					
5th well annual grease,oil					
Flushed primary scum beaches					
Chem Cleaned sand filters	2	#2, #1			
Handed out water shut off notices					

utilities progress reports	8/25/2014	8/31/2014	7/Days		
Filled oiler, greased screw pumps	2				
Unplugged ras pump					
Chlorine delivery	1				
Clear bar screen	2				
Chiller start up, training					
Mixing primary digester for TAVA sample	3				
Cleaned garage	2				
Pumped scum pit WWTP	2				
Maintenance activated sludge tank # 3	5				
Open iron pond drain	2				
Pump, Flushed E.Q	3				
Add 3lb polymer aeration tank	4				
Chem feed pumps WWTP					
NUBCO WATER READS	2	Meter # 71307627 Read 0		72	
		Meter # 71756943 Read 3		3602	
Quarterly water meter reading	1	2 - days.			
Mop clean WTP, 5 th well					
Maintenance RAS pumps					
Activated sludge samples	3				
Sludge judge clarifiers	7				
Alternate outdoor, indoor screw pumps	3				
Changed Cl2 Pump Hose 5TH Well					
Metro Sewer Vac-Truck					
Clarifier drives maintenance					

utilities progress reports	8/25/2014	8/31/2014	7/Days		
Primary clarifier sludge samples	5				
Rebuild sand filter WWTP	4				
6 TH WELL					
Lab training	5				
5TH WELL	1	25' 8"			
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			
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	

utilities progress reports		8/25/2014	8/31/2014	7/Days	
6	Total Chlorine			7-Days Per Week	
7	Settlabilty			7-Days Per Week	
8	MSSS AT RAS			7-Days Per Week	
9	Wasting rates			7-Days Per Week	
	Daily Composite Lab:				
1	Dates:	1	Jan	8/25/2014	8/31/2014
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					
2					
	ORDER CHEMICALS:				
1					
2					
	IPP:				
1	Alpha Metal				
2	Reports				
3	Other				
	IPP:				
1	NUBC				
2	Reports			Reviewed Trace lab results.	
3	Other:				
	Miscellenous:				



## Memorandum

**Agenda:** 9/8/2014

**Item:** I-2

**To:** Village Council  
Courtney Nicholls, Acting Village Manager  
**From:** Michelle Aniol, Community Development Manager  
**Re:** Report for Sept 8, 2014 Village Council Meeting  
**Date:** September 3, 2014

### Business Development News

- MEDHub re-submitted its plans to install a deck on its building at 3515 Broad Street. In 2013 plans were submitted, reviewed and approved administratively, but questions regarding grading and drainage delayed the project. Those issues have been resolved and the project will now be able to go forward.
- Village and Ann Arbor Spark are planning the next Dexter Business Summit for the middle to late September. Stay tuned.

### Planning Commission

- The Planning Commission will consider a potential amendment to the zoning ordinance to allow family day care homes as a principal use and group day care homes as a special use in the VR Village Residential District. This is a proactive measure prompted by the recent amendments to the R-1A and 1B One Family Districts regarding the same uses. The Commission determined that the current regulation regarding minimum lot area for these uses (½-acre) was not realistic considering that the minimum lot area is 12,000 square feet in the R-1A District and 7,800 square feet in the R-1B and VR Districts. The Commission also determined that the minimum outdoor play area requirement of 5,000 square feet was not realistic either. The Commission has also requested that Staff research the reasoning for regulating indoor play.
- The Planning Commission reviewed the following recommendations from the Ordinance Committee regarding Goals and Objectives for Review of Sign Regulations:
  - Type of signs - character of community not articulated well in ordinance. Need to provide more graphics and/or photos of preferred signage, and identify preferred materials/character.
  - Conduct review of signage during the Site Plan Review process. This will reduce the need for variance requests due to developers making signage an afterthought.
  - Ground Signs -Size allowances and height per district. Building sizes or number of buildings a sign is intended to serve. The number of ZBA requests and decisions indicate that 42 square feet is not sufficient to serve the needs of businesses, which in turn do not serve the needs of the Village.
  - Building Signs -Size allowances and height per district. Building sizes or multi-tenant buildings, who and where signage is permitted (consider sign band). The number of ZBA requests and decision indicate that 42 square feet is not sufficient to serve the needs of businesses, which in turn do not serve the needs of the Village. Proportions are not suitable for a multi-tenant or larger building. Need to consider sign band/maximum height (less needed downtown, more needed on higher speed and vehicle centered roads).

- Combining the Sign Regulations in the ARC District, Article 15(8) and Article 7. Having 2 sets of standards for sign regulations does not promote consistency. If the regulations in Article 15(B) are preferred they should be migrated into Article 7 for one consistent sign ordinance.
- Clarifying Temporary Signage, including, but not limited to: window signs, banners, garage sales, sandwich board signs, street banners, real estate/construction and institutional signage.

The Planning Commission welcomes any input Council may have regarding the goals and objectives. In addition, the Planning Commission is reviewing the RRC Best Practices for Zoning Regulations (attached to this memo), along with Ordinance examples from other communities.

#### **Miscellaneous Updates**

- Nearly 30 people attended the Preliminary Presentation by Professor Allen and his students regarding their findings and recommendations for the redevelopment of 3045 Broad Street. In the audience were 2 developers, Steve Brouwer (A.R. Brouwer) and Tim Loughrin (Robertson Brothers). The main issues going forward for the Village will be off-site public infrastructure improvements to the water, sanitary and storm sewers (primarily along Grand Street), additional environmental clean-up, and the relocation of the DTE sub-station. Staff is researching the potential use of Community Development Block Grant (CDBG) funds to assist with this project, as well as following up with Professor Allen and ASTI Environmental to get a better handle on clean-up options and costs.
- Accompanying this memo you will find a very interesting article titled; *The New American Dream is Living in the City, Not Owning a House in the Suburbs*. It was shared with the Planning Commission and will be shared with the DDA, ZBA and anyone else that would like a copy.

# Best Practice Two: Zoning Regulations

## 2.1—Zoning Regulations

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

Zoning is a key tool to implement plans in a community. Inflexible or obsolete zoning regulations can discourage redevelopment and investment. Outdated regulations

force developers to pursue rezoning or variance requests, disturbing project timelines, increasing costs and creating uncertainty. Communities should look to streamline ordinances and regulate for the kind of development that is truly desired. In addition, zoning is an essential tool for shaping inviting, walkable communities.

Evaluation criteria	Expectations
<p>The governing body has adopted a zoning ordinance that aligns with the goals of the current master plan.</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> The community has reviewed the master plan’s zoning plan to determine if changes to the zoning map or ordinance text are necessary to implement master plan vision.</li> <li><input type="checkbox"/> The community has reviewed zoning district intent statements to reflect master plan land use recommendations.</li> </ul>
<p>The zoning ordinance is user-friendly and accessible online.</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> The <b>zoning ordinance</b> portrays clear definitions and requirements.</li> <li><input type="checkbox"/> The zoning ordinance is available in an electronic format at no cost. Hard copies are available for review at convenient locations.</li> </ul>
<p>The zoning ordinance provides for areas of concentrated development in appropriate locations and encourages the type and form of development desired.</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> The community allows mixed use in areas of concentrated development by right.</li> <li><input type="checkbox"/> The community understands form-based zoning and has reviewed their zoning ordinance to consider how form-based zoning might help them achieve community goals.</li> <li><input type="checkbox"/> Zoning for areas of concentrated development include the following placemaking elements, where appropriate:             <ul style="list-style-type: none"> <li>» Build-to lines</li> <li>» Open store fronts</li> <li>» Outdoor dining</li> <li>» Ground floor signage standards</li> <li>» <b>Public realm standards</b></li> <li>» Other pedestrian-friendly elements</li> </ul> </li> </ul>

# Best Practice Two: Zoning Regulations

## 2.1—Zoning Regulations *continued*

Evaluation criteria	Expectations
<p>The zoning ordinance includes flexible zoning tools to encourage development and redevelopment.</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> The ordinance provides standards for flexible development and preserves sensitive historic and environmental features.</li> <li><input type="checkbox"/> Conditional or special land use and conditional zoning approval procedures and requirements are clearly defined.</li> <li><input type="checkbox"/> Industrial districts permit related non-industrial uses that serve <b>new economy-type businesses</b>.</li> </ul>
<p>The zoning ordinance allows for a variety of housing options.</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> The zoning ordinance allows for <b>one or more</b> of the following non-traditional housing types:               <ul style="list-style-type: none"> <li>» Accessory dwelling units</li> <li>» Attached single-family units</li> <li>» Stacked flats</li> <li>» Co-housing</li> <li>» Live/work</li> <li>» Residential units above non-residential uses</li> <li>» Mixed-income housing</li> <li>» Corporate temporary housing</li> <li>» Housing for those with special needs</li> </ul> </li> </ul>
<p>The zoning ordinance includes standards to improve non-motorized transportation.</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> The community understands the benefits of walkable and transit oriented development and has included related zoning standards where appropriate.</li> <li><input type="checkbox"/> The community understands the benefits of <b>connectivity</b> and has <b>ordinance requirements</b> that accommodate pedestrian activity within and around development.</li> <li><input type="checkbox"/> The community encourages the provision of bicycle parking through ordinance or guidelines.</li> <li><input type="checkbox"/> The ordinance provides for pedestrian lighting, traffic calming and streetscape elements.</li> </ul>

# Best Practice Two: Zoning Regulations

## 2.1—Zoning Regulations *continued*

Evaluation criteria	Expectations
<p>The zoning ordinance includes flexible parking standards.</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> The <b>ordinance considers:</b> <ul style="list-style-type: none"> <li>» Availability of on-street and public parking</li> <li>» Interconnected vehicle passage between lots</li> <li>» Shared parking agreements</li> <li>» Parking maximums or waivers</li> <li>» Electric vehicle charging stations</li> <li>» Bicycle parking</li> </ul> </li> </ul>
<p>The zoning ordinance includes <b>standards</b> for green infrastructure.</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> The ordinance considers:           <ul style="list-style-type: none"> <li>» <b>Rain gardens</b>, bioswales and <b>other treatment techniques</b></li> <li>» Green roofs</li> <li>» Rain barrels</li> <li>» Landscape regulations that encourage or require use of native, non-invasive species</li> <li>» Pervious pavement</li> </ul> </li> <li><input type="checkbox"/> The community recognizes the benefits of street trees and parking lot landscaping to mitigate the impacts of heat island effects.</li> </ul>

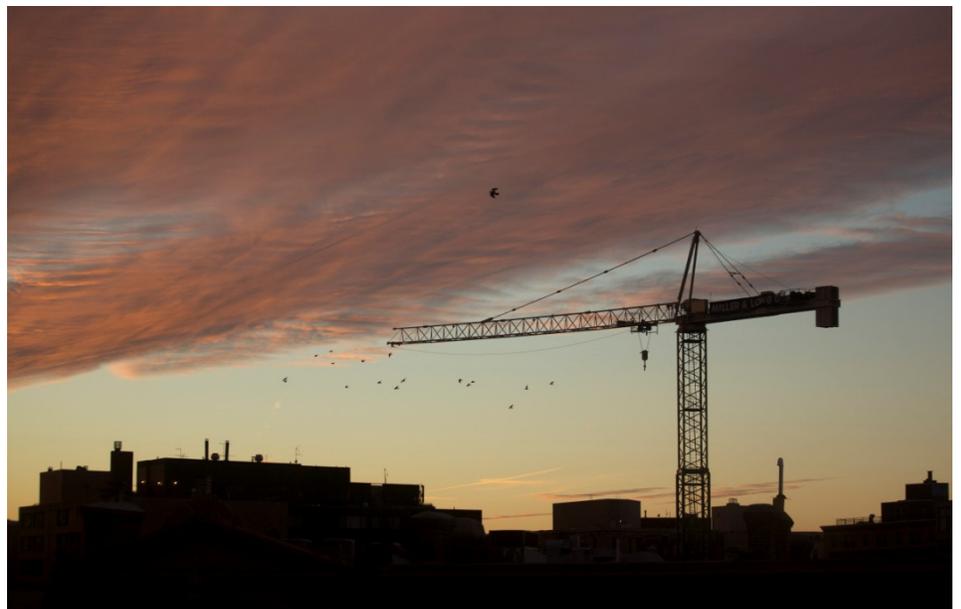
# The New American Dream Is Living in a City, Not Owning a House in the Suburbs

Sam Frizell April 25, 2014

**The latest housing numbers reflect an uptick in Americans abandoning their white-picket fences and two-car garages for a sky-high abode with a downtown view, but the question is how long the shift away from suburbia will last?**

In June 2002, several years before the peak of the housing boom, President George W. Bush famously proclaimed that the American Dream is to own a home. At the time, building, and banks were beginning to dole out millions of shaky mortgages to eager new homeowners. “I do believe in the American Dream,” Bush [said](#) at the time. “[And] owning a home is a part of that dream, it just is. Right here in America if you own your own home, you’re realizing the American Dream.”

Twelve years later, that dream has changed. Americans are abandoning their white-picket fences, two-car garages and neighborhood cookouts in favor of a penthouse view downtown and shorter walk to work. The latest housing data shows traditional, single-family suburban home construction is way down: after a walloping all-time high of 1.7 million single-family homes began construction in 2005,



Apartment and retail construction site seen in Washington, D.C., Nov. 2013.

single-family housing starts have contracted after the housing bust to just over 600,000 in 2013. During the five years since the recession, single-family homebuilding has remained lower than it has been in decades.

Census statistics released Wednesday show that fewer people are buying single-family homes, too: the seasonally adjusted annual rate of single-family house sales in March was 384,000, 13.3 percent lower than the same month last year.

Meanwhile, construction of residences with five or more apartment units—multiplexes, condominiums, high-rises—have reached their highest share of overall construction since 1973 (aside from an outlier year in 1985). “These days the market is driven much more by people who are either choosing to live in the city or in the near-in suburbs, particularly people who are just getting their first job or don’t have confidence that their job is going to last long enough to warrant buying a home,” says Ken Simonson, chief economist for the Associated General Contractors of America. “The multifamily building trend is happening everywhere.”

Americans are experiencing an urban renaissance of unanticipated proportions, as young people graduate college and flock to cities, delaying buying a home and perhaps rejecting the suburban ideal altogether. In 2005, multifamily housing accounted for just 17% of all housing starts. In 2013, multifamily housing accounted for fully 33% of starts. Data released last week on housing starts in March reinforce that trend, with multifamily homes, a good portion of it high-rise apartment buildings, accounting for 40% of all new construction.

That’s because people are moving to cities: net migration was the largest contributor to population growth in all but five of the 50 fastest-growing metro areas. Census data released last month show that metropolitan areas across the country grew at a faster rate last year than the rest of the country, with cities like Austin, Texas and Seattle, Washington growing especially swiftly. Metro areas grew faster than the U.S. as a whole between 2012 and 2013 (0.9 percent compared with 0.7 percent). For millennials today, leaving Levittown for the bright lights of downtown has become a rite of passage.

“There’s been a surge in urban apartment building,” says chief economist for the National Association of Homebuilders, David Crowe. “The 25- to 34-year-old age group is focused on living near their peers. They want to be socially engaged and live near work. They want to reduce their automobile use. All of those things aim at high-density, urban-type living.”

The high demand for city living has led to a wave of high-rise construction projects across the country, in cities such as New York and San Francisco. But the changes aren’t just occurring in the biggest traditional urban centers. In Kansas City, Missouri, [developers broke ground](#) on a 25-story, \$79-million apartment building just last week, and in cities ranging from [Minneapolis](#) to [Dallas](#), apartment buildings are rising above

the skyline. And low-rise apartment complexes are sprouting up in the inner suburbs and outer edges of cities as well.

Young people are interested in a different kind of life than earlier generations it seems. “Unlike their parents, who calculated their worth in terms of square feet, ultimately inventing the McMansion, [...] this generation is more interested in the amenities of the city itself: great public spaces, walkability, diverse people and activities with which they can participate,” Ellen Dunham-Jones, a professor of architecture and urban design at Georgia Tech writes in an email.

The growth in multi-family residential construction isn’t purely aspirational, however. Many people are delaying buying a home out of sheer necessity. After the easy money of the subprime mortgage market of the mid-2000s led the country to the brink of a depression, banks have tightened their [lending standards](#), making it much more difficult for homebuyers to purchase a property. The Urban Institute estimates that strict credit standards prevented between 300,000 and 1.2 million lenders from taking out mortgages in 2012 alone.

Coupled with the uncertainty of the job market and the mountain of student loans recent graduates have to pay off, it makes sense that more people are choosing to rent instead of making the colossal investment of buying a home. Some researchers believe that millennials will eventually move back out to the suburbs to raise their children.

Whether or not the trend will last is a matter of debate, however. “I’m not convinced that this is a permanent change,” says Crowe of the move toward urbanization. “When you have a family or children, you don’t want to just be hanging out with people, emulating *Friends*.” He adds, “The ownership desire seems to be an ingrained preference. People need to live in their own homes.”

For now, however, young people prefer cities. According to the Nielsen Company, 62% of millennials prefer to live in mixed-use communities found in urban centers, closer to shops, restaurants, and the office. And as the number of apartment buildings under construction continues to rise, it appears the exodus to the cities won’t be slowing anytime soon.

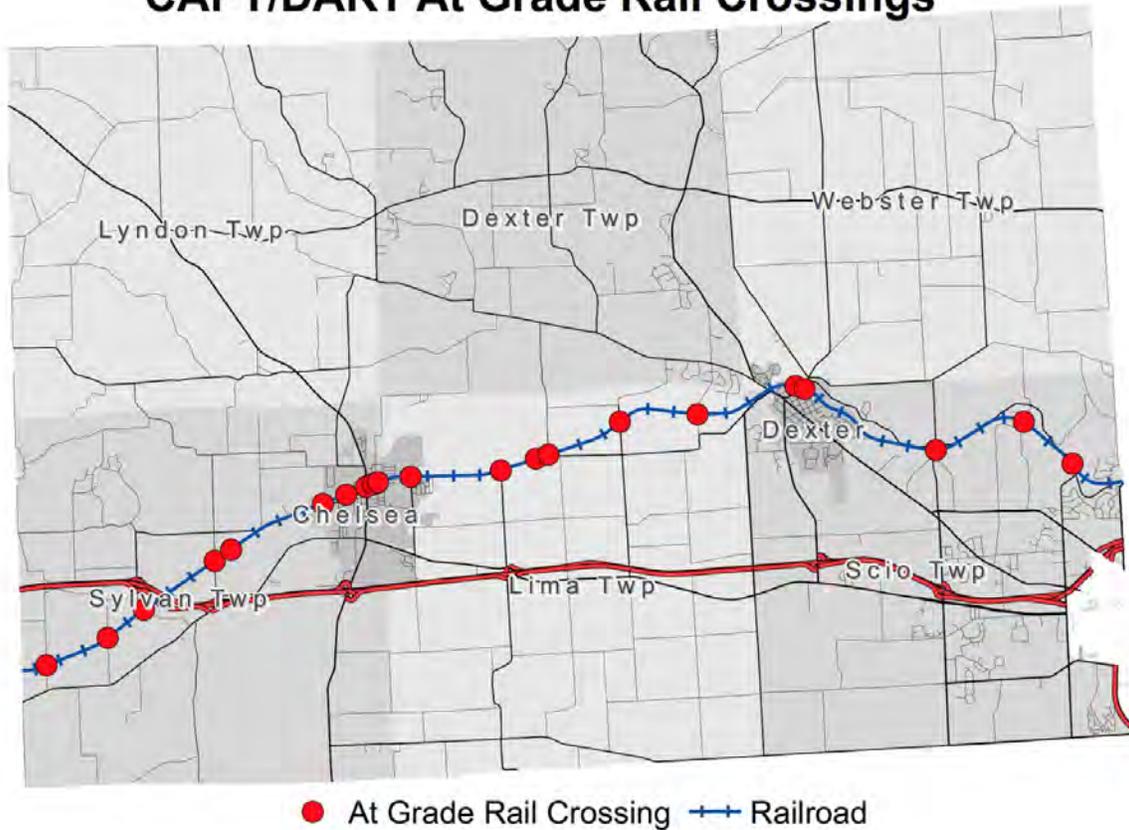
### Planning for Safety Near High Speed Rail in the CAPT/DART Region

The Michigan Department of Transportation (MDOT) is pursuing improvements to Michigan's passenger rail system. Part of this plan includes upgrading segments of rail between Dearborn and Kalamazoo for high speed service. Target speeds along this corridor reach 110 mph.

These improvements have significant safety implications for communities. Among CAPT/DART, the railroad passes through:

- Scio Township
- Dexter Village
- Webster Township
- Lima Township
- City of Chelsea
- Sylvan Township

### CAPT/DART At Grade Rail Crossings



There are more than 20 potential conflict points that must be addressed. This does not include crossings at private driveways; several along Dexter-Chelsea road of particular concern where vehicles climb a steep embankment to cross the tracks.

### Treatments and Approaches

The Federal Railroad Administration prioritizes the consolidation and elimination of high speed rail crossings when feasible. Where elimination is not feasible, FRA prioritizes treatments creating a

‘sealed corridor’, a concept pioneered by the State of North Carolina. NCDOT defines the concept as follows:

An extended rail corridor or segment thereof on which all public at-grade crossings are evaluated through an engineering diagnostic process to determine the appropriate level of safety improvement needed to decrease or eliminate violations. Safety improvements include closure/consolidation, enhanced warning devices, medians, and grade separation. The end result is that redundant and/or unsafe crossings are consolidated through closure and/or grade separation and all remaining public crossings are equipped as appropriate with four quadrant gates, median separators, and longer gate arms. Private crossings are also evaluated for closure, signal treatment and/or special signage.

In keeping with that concept, public crossing treatments for High Speed Rail (HSR) lines should provide an additional level of safety by blocking all lanes of travel. These types of arrangements add safety by preventing left turns from parallel roadways that inadvertently result in driving around the tip of the gate arm. They also discourage those who might attempt to go around the lowered gate. This can be accomplished using one or more of the following—

- Four-quadrant gates
- Median arrangements
- Paired one-way streets with gate arms extending across all lanes of travel



Image 2: An at grade crossing with channelization and 2 quadrant gates designed to prevent vehicles from navigating around the closed gates.

In populated areas with heavy traffic, signalization of the crossing itself may not be enough to prevent vehicles from being present on the track as trains approach. Interconnected signals that detect the train well in advance may be appropriate to prevent queuing near the crossing when the train approaches, so cars, trucks and buses have ample time and space to clear the tracks.

### **Pedestrian Safety**

High-speed passenger trains are difficult to detect visually and can be virtually silent until their arrival at any given location. Pedestrian treatments at vehicular crossings and associated sidewalks, including pedestrian pathways, are an essential safety element. Active warning directed at pedestrians should be provided, and warning system timing and the nature of the warning given should take into consideration special needs road users (e.g., the visually impaired or motorized wheelchair users).

Channelization of pedestrian traffic is recommended to ensure that warning is effectively delivered and pedestrian behaviors are adequately restricted.



Image 3: A gated pedestrian crossing in Bloomington, Indiana.

Crossings pose special issues for persons with disabilities. Attention should be given to control of the flangeway gap in accordance with applicable standards.

Trespassing on railroad property is the single largest cause of deaths associated with railroad operations. HSR lines should be clearly posted against entry, and consideration should be given to use of tamper-resistant fencing, video surveillance, and similar measures in high-traffic areas. Control of trespassing is also essential to the reliability and security of HSR service.

### **Next Steps**

CAPT/DART communities must plan for these improvements to benefit from a safe and effective HSR system in Southeast Michigan. As these improvements are implemented, CAPT/DART should define local goals, and work with MDOT Office of Passenger Rail and FRA to meet them.

#### Further Resources

Highway-Rail Grade Crossing Guidelines for High-Speed Passenger Rail  
Federal Railroad Administration  
November 2009

<http://www.fra.dot.gov/eLib/Details/L03536>

Research Results: NC DOT "Sealed Corridor" Assessment Phase I, II, and III  
Federal Railroad Administration  
June 2008

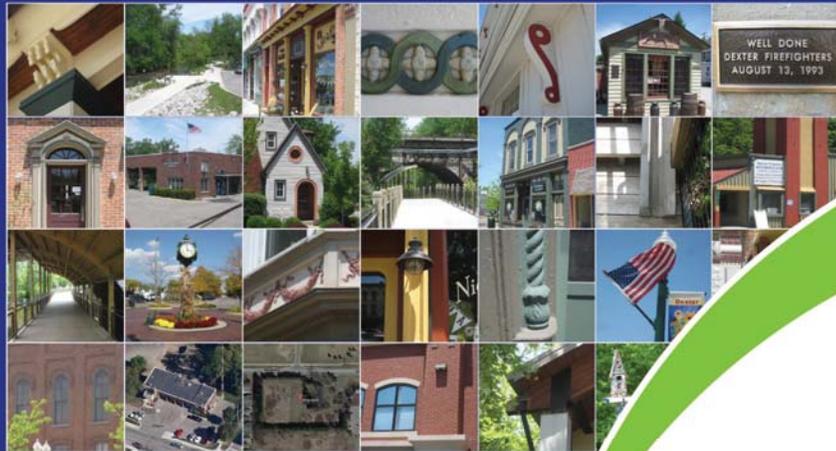
<http://www.fra.dot.gov/eLib/Details/L03484>

MDOT webpage on Rail Crossings

[http://www.michigan.gov/mdot/0,4616,7-151-11056\\_22444\\_56486---,00.html](http://www.michigan.gov/mdot/0,4616,7-151-11056_22444_56486---,00.html)

MDOT Office of Rail

[www.michigan.gov/mdotrail](http://www.michigan.gov/mdotrail)



# Facilities Assessment Progress Review

SEPTEMBER 8, 2014



DRAFT

## The Village of Dexter – Facilities Assessment Progress Review

# Table of Contents

### I. FACILITY ASSESSMENT

- Executive Summary Architecture / Site / Structure / Mechanical & Electrical / Functionality
- Photo Reference Plans
- Photo Sheets

### II. NEEDS / PROGRAMMING ANALYSIS

- Executive Summary
- Programming spreadsheets
- Space diagrams of Village offices
- Relationship diagrams
- Area comparisons of existing to program

### III. SITE ANALYSIS

- DAFD service area (Data taken from a 8/8/2012 map hanging in the 8140 Main Street Station)
- Existing conditions – Dan Hoey site
- Existing conditions – 8140 Main Street site
- Existing Cross-Sectional Site Studies – 8140 Main Street
- Existing Site model – 8140 Main Street

### IV. CONCEPTUAL PLANNING SCHEMES

- 8140 Main Street Renovation and Addition fire department/sheriff sub-station & village offices
- 8140 Main Street repurposed Village offices with sheriff sub-station
- Dan Hoey fire station
- 8140 Main Street Renovation and Addition fire department/sheriff sub-station
- 8140 Main Street New structure with fire department/sheriff sub station and village offices
- Village Offices in Existing Space

# I. FACILITY ASSESSMENT



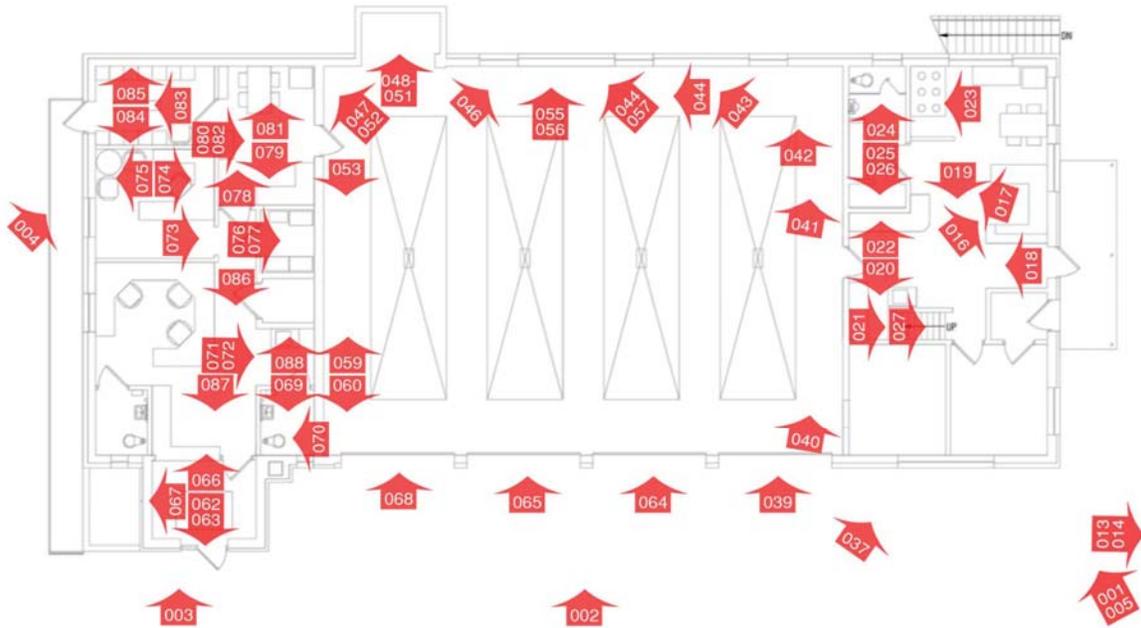
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- ARCHITECTURE
- MECHANICAL
- SITE
- ELECTRICAL
- STRUCTURE
- FUNCTIONALITY



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The Village of Dexter – Facilities Assessment Progress Review

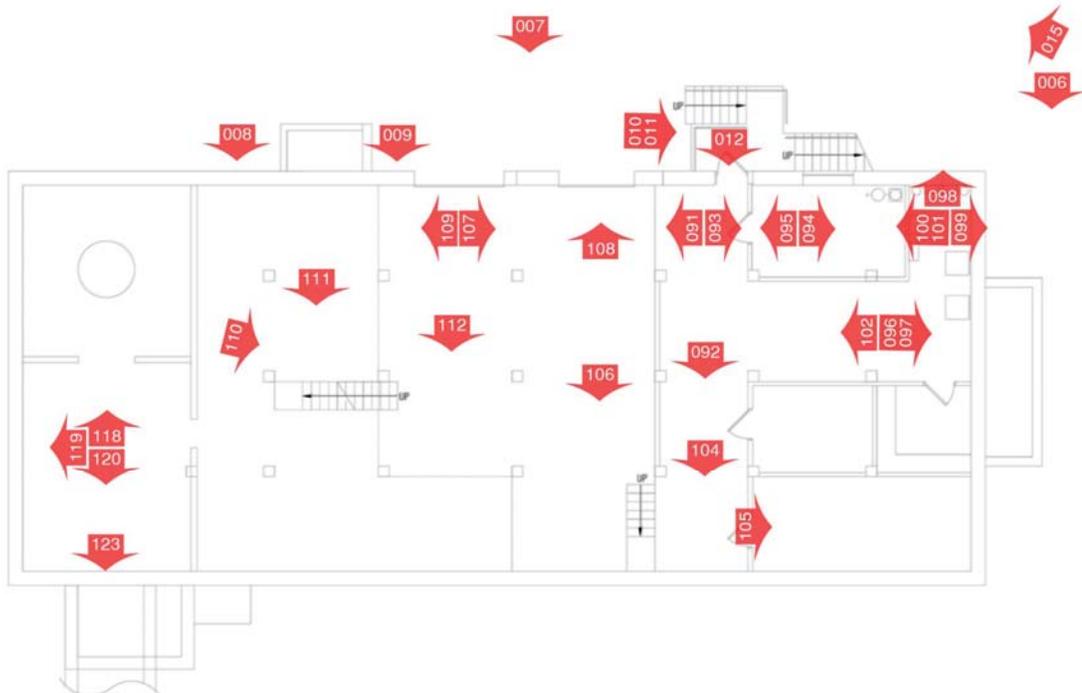


8140 Main Street – Main Level Photo Index Plan



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The Village of Dexter – Facilities Assessment Progress Review

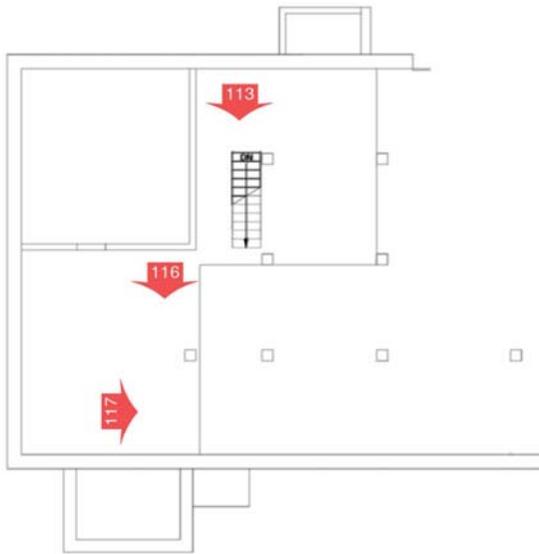


8140 Main Street – Lower Level Photo Index Plan



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The Village of Dexter – Facilities Assessment Progress Review



LOWER LEVEL MEZZANINE



UPPER LEVEL MEZZANINE



PARTNERS in Architecture

8140 Main Street – Upper and Lower Level Mezzanine Photo Index Plan

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The Village of Dexter – Facilities Assessment Progress Review



PARTNERS in Architecture

8140 Main Street – Photo Sheets Examples

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The Village of Dexter – Facilities Assessment Progress Review



8140 Main Street – Photo Sheets Examples

The Village of Dexter – Facilities Assessment Progress Review



8140 Main Street – Photo Sheets Examples

## II. NEEDS / PROGRAMMING ANALYSIS



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### The Village of Dexter – Facilities Assessment Progress Review

Space	Qty.	Area of Room Type (Sq. Ft.)	UFC Recommended (Sq. Ft.)	Total Area Per Category (Sq. Ft.)	Remarks
<b>Village of Dexter Fire Station</b>				<b>12,026</b>	
<b>Maintenance and Apparatus</b>				<b>5,976</b>	<b>Remarks</b>
Apparatus Room/Bays			876 ea. Medium size truck		Based on (3) med size trucks (10x38), (1) rescue truck, jeep, boat and 4x4. Add (1) ladder truck
Personal Protective Equipment (PPE) Gear Storage	1	4828	150	10 pp	15 people
Hose Storage (Tower)	1	54	54		2x-Hose storage unit
SCBA Compressor Room	1	144	144		JFC listed per 4 staffed vehicles
SCBA Maintenance	1	50	50		JFC listed per 4 staffed vehicles
Protective Clothing Laundry	1	100	100 ea.		Per staffed vehicle
Equipment Wash/ Decontamination Room	1	150	150 ea.		Per room
Work Room/ Equipment Maintenance	1	120	120 ea.		Per room
Vehicle Maintenance Equipment Storage	1	120	400		
EMT Storage (basic first aid supplies)	1	20	12		
HASMAT/CBRNE Equipment Storage	1	120	120		Per room
Spare Gear Storage	1	60	64 ea.		
Fire Extinguisher Maintenance and Storage	1	60	160		
Agent Storage (?)	1				If over 2 stories
Fire Pole	1				
<b>Administration and Training</b>				<b>1,985</b>	<b>Remarks</b>
Watch Desk	1	120	120 ea.		Per station
Fire Chief Office	1	150	345 pp		
Chief's Conference Room	1	280	120 pp		
Deputy Chief Office	1	120	120 pp		
Lobby Area	1	100	100 ea.		
Inspector Office	1	120			
Department Training Room	1	840	28 pp		Could be Multi-Departmental
Public/ Training Restrooms	1	70	80 ea.		
Computer Training/ Testing Area	1	80	140		Separate Room or Alcov
General Administration Storage	1	80	80		Per station
Information Technology (IT) Room	1	25			
Generator Space					
<b>Residential and Living</b>				<b>1,440</b>	<b>Remarks</b>
Day Room					
- Kitchen					
- Dining					
- Lounge Area					
- Fitness Room					
- Recreation Room		640	80		Ability to expand to 8
Dorm Rooms	4	320	80 ea.		Per room
Bathrooms/ Shower/ Changing (Men & Women)	2	250	250 ea.		Recommended per staffed vehicle
Laundry Room	1	80	80 ea.		Recommended per staffed vehicle
Outdoor Patio	1	150			
<b>Building Support Spaces</b>				<b>220</b>	<b>Remarks</b>
Housekeeping	1	20			
Mechanical / Electrical Service Areas	1	120			Investigate geothermal - Possible Community Space
Archive Storage	1	80			
Vehicle Storage (parking)	1				8x2 Visitors + 6 event = 18 Total
<b>Circulation Spaces at 20%</b>				<b>2,491</b>	
<b>TOTAL USABLE AREA</b>				<b>9,621</b>	
<b>GROSS FLOOR AREA</b>				<b>12,026</b>	



### Executive Summary

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# The Village of Dexter – Facilities Assessment Progress Review

Space	Qty.	Room / Work Area (Sq. Ft.)	Total Area Per Category (Sq. Ft.)	Remarks
<b>Dexter Village Hall</b>				<b>4,930</b>
<b>Public Areas</b>				<b>2,390</b>
Vestibule	1	90	90	
Lobby	1	300	300	
Restrooms	2	70	140	
Public Service Counters / Reception	1	200	200	
Council Chambers / Community Room (w/ A/V closet & vestibule) (Shared)	1	1400	1400	
Conference Room	1	260	260	
<b>Administrative Areas</b>				<b>1,980</b>
Treasurer / Finance Director	1	130	130	
Administrative Assistant	1	130	130	
Assessor	1	130	130	
Community Development	1	130	130	
Building Official - Inspectors	1	130	130	
Document Storage	1	130	130	
Billing Clerk	1	130	130	
Council Office	1	130	130	
Village Manager	1	210	210	
Assistant Village Manager	1	180	180	
Staff Break-out area	1	180	180	
Work Room / General Storage / Supplies	1	160	160	
Break Room	1	200	200	
Staff Restrooms	2	70	140	
<b>Building Support Spaces</b>				<b>569</b>
Tels. Data / MCF	1	60	60	
Housekeeping	1	40	40	
Mechanical / Electrical Service Areas	1	160	160	
Archive Storage	1	300	300	
<b>Circulation Spaces at 25%</b>				<b>1,233</b>
<b>TOTAL USABLE AREA</b>				<b>4,930</b>
<b>GROSS FLOOR AREA</b>				<b>6,163</b>



## Executive Summary

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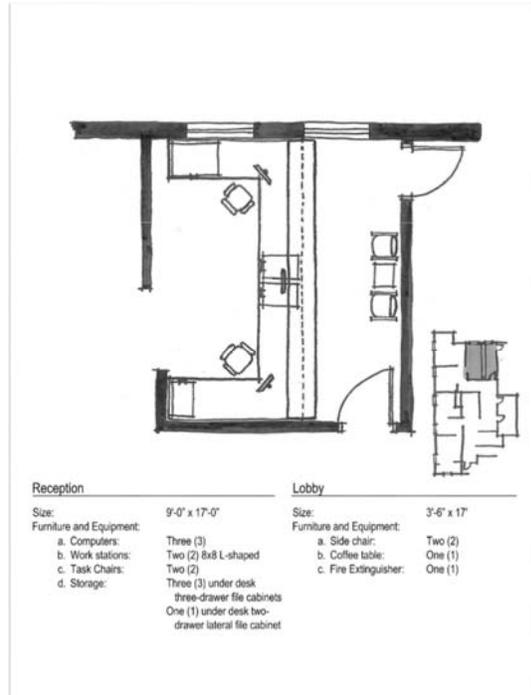
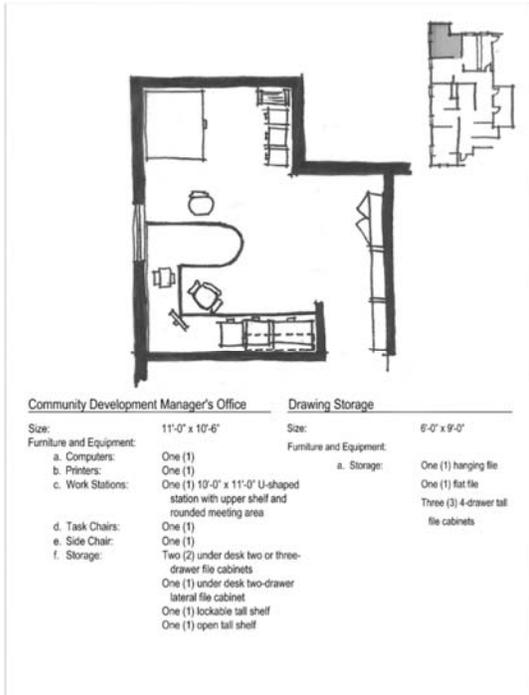
# The Village of Dexter – Facilities Assessment Progress Review

Space	Qty.	Room / Work Area (Sq. Ft.)	Total Area Per Category (Sq. Ft.)	Remarks
<b>Sheriff Substation #3</b>				<b>3,070</b>
<b>Entry/ Waiting/ Public Areas</b>				<b>260</b>
Secure Vestibule	1	70	70	
Lobby/Waiting/Front Desk	1	120	120	
Restroom (unisex)	1	70	70	
<b>Office Area</b>				<b>1,980</b>
Sargent's Office	1	180	180	
Administration Open Office	1	240	240	
Work Room/Special Project Area	1	120	120	
Interview/ Conference Room	1	120	120	
Multi-Purpose Room/ Training Room (Shared)	1	1200	1200	
Records Storage	1	120	120	
<b>Staff Areas</b>				<b>550</b>
Female Locker Room	1	80	80	
Female Shower and Toilet Room	1	70	70	
Male Locker Room	1	120	120	
Male Toilet Room and Shower	1	120	120	Could be Multi-Departmental
Staff Break Room	1	160	160	
<b>Evidence &amp; Storage</b>				<b>240</b>
Evidence Vault	60		60	
Storage - Office Area	60		60	
Equipment Storage	120		120	
<b>Building Support Spaces</b>				<b>40</b>
Tels. Data / MCF	20		20	
Housekeeping	20		20	
Mechanical / Electrical Service Areas				Possible Common Space
Vehicle Storage (Dedicated Parking)				3 Spaces - 3 Covered
<b>Circulation Spaces at 30%</b>				<b>921</b>
<b>TOTAL USABLE AREA</b>				<b>3,070</b>
<b>GROSS FLOOR AREA</b>				<b>3,991</b>

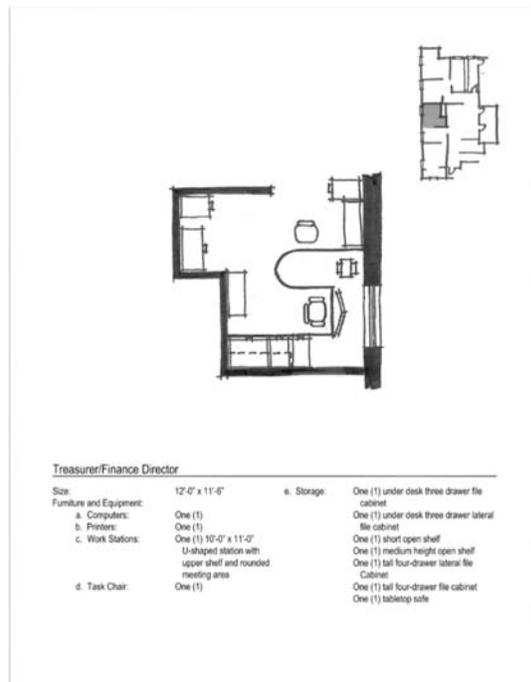
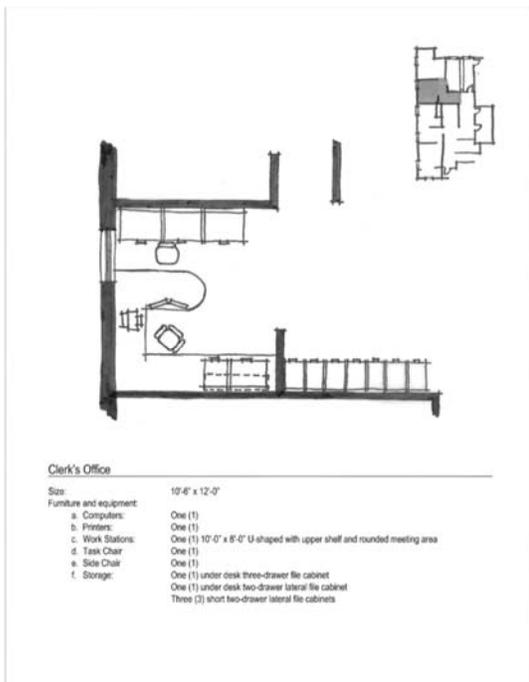


## Executive Summary

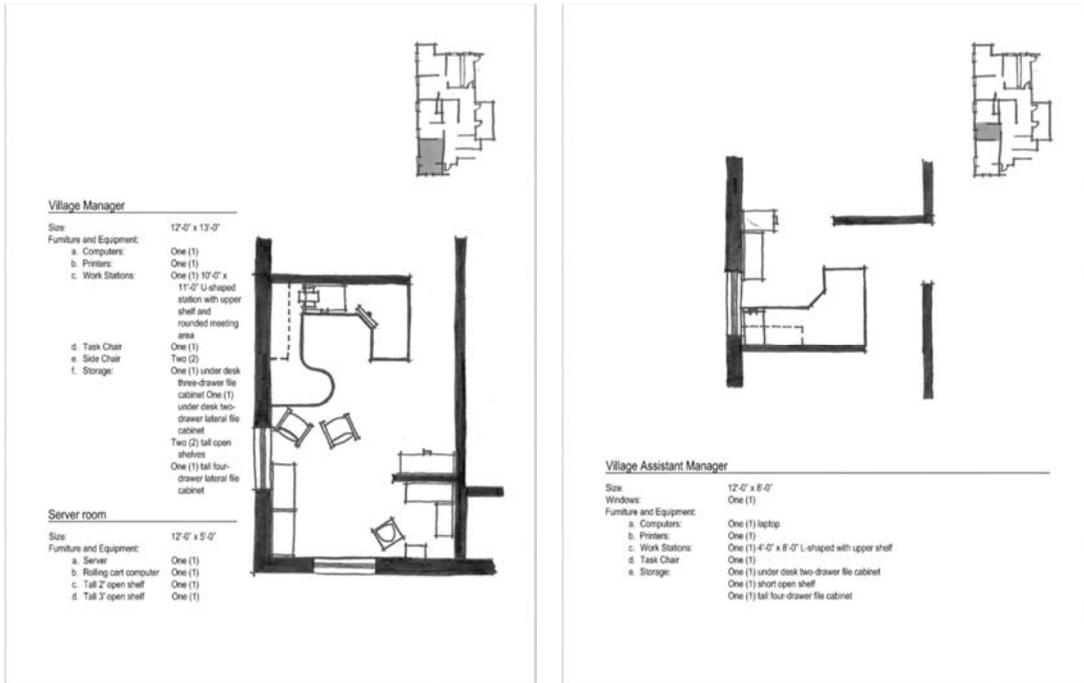
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Village Offices - Existing Space Planning



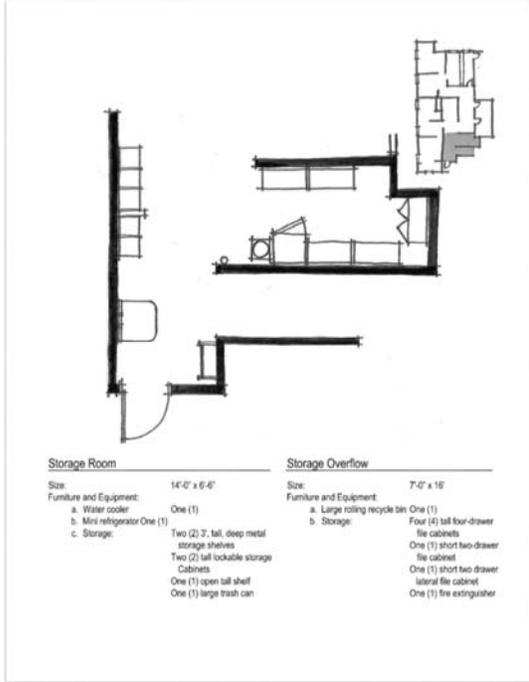
Village Offices - Existing Space Planning



Village Offices - Existing Space Planning



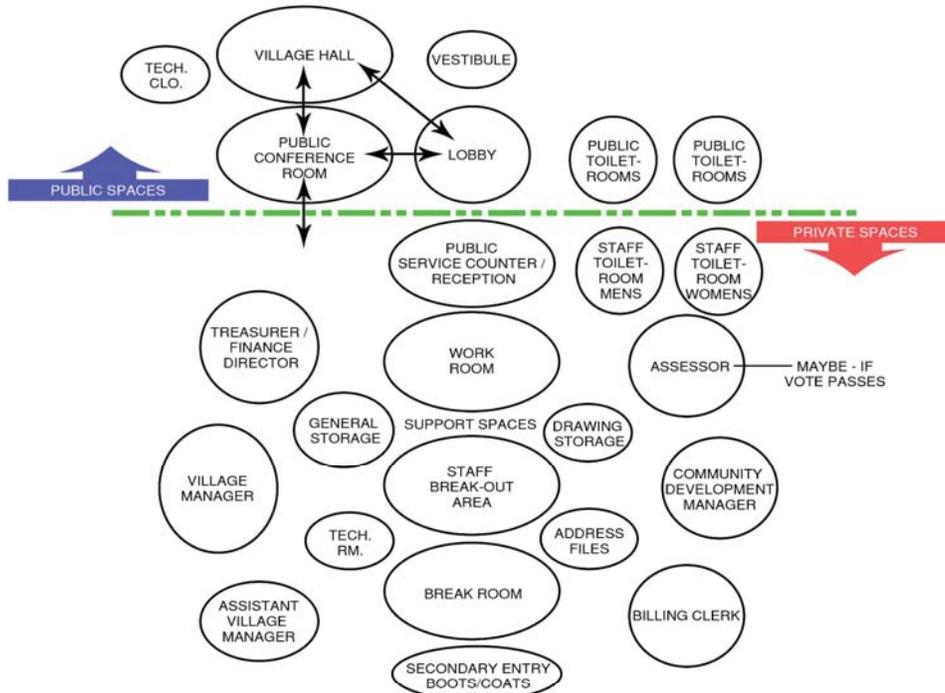
Village Offices - Existing Space Planning



Village Offices - Existing Space Planning



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Village Offices Adjacencies Study



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Dept.	Existing S.F.	Optimal S.F.	Difference
Village Offices	2,570 S.F.	6,170 S.F.	3,600 S.F.
Dexter Area Fire Department	8,180 S.F.	12,030 S.F.	3,850 S.F.
Sheriff Sub-Station	1,240 S.F.	3,990 S.F.	2,750 S.F.
Emergency Vehicle	0 S.F.	880 S.F.	880 S.F.



Area Comparisons of Existing to Program

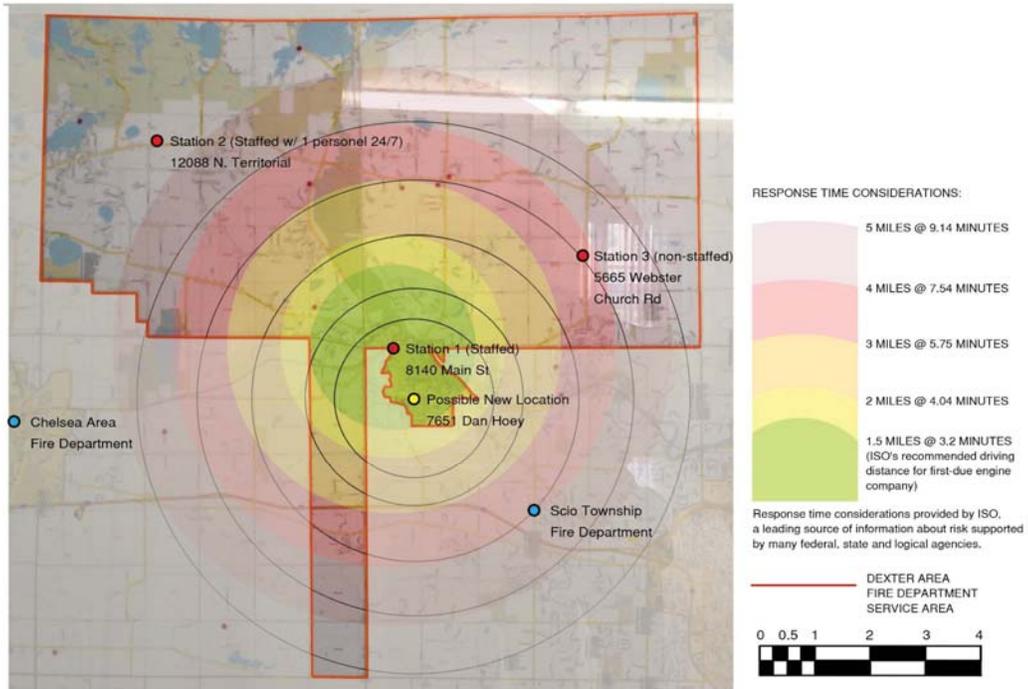
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### III. SITE ANALYSIS



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# The Village of Dexter – Facilities Assessment Progress Review



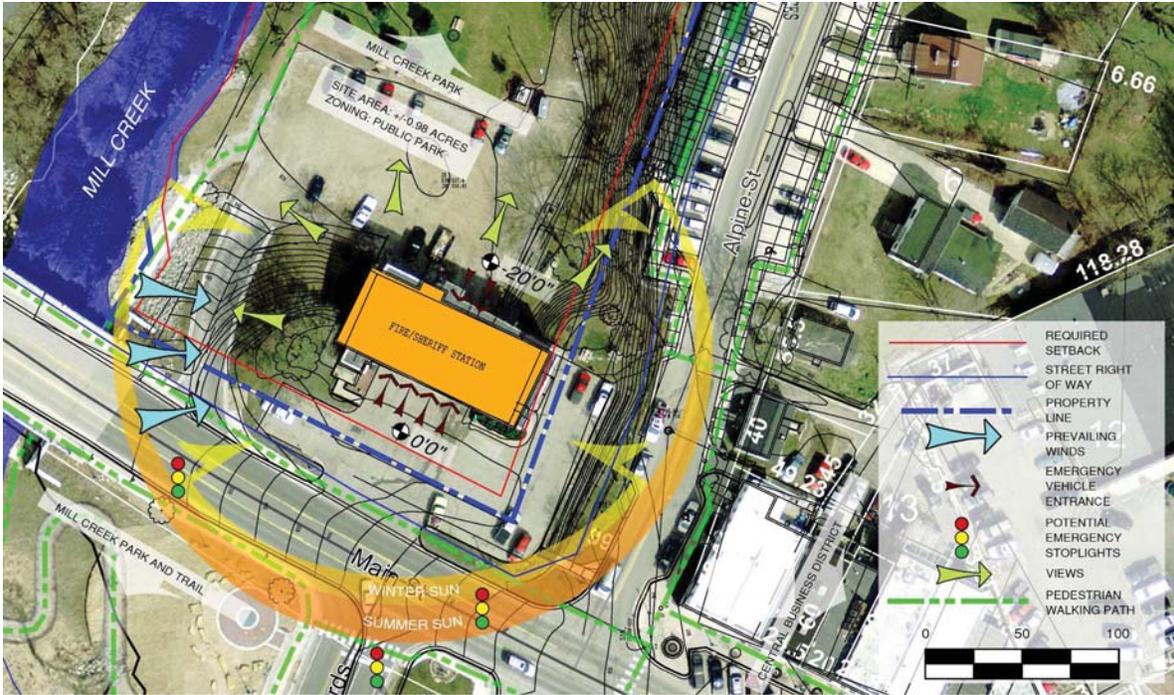
Dexter Area Fire Department Service Area

# The Village of Dexter – Facilities Assessment Progress Review



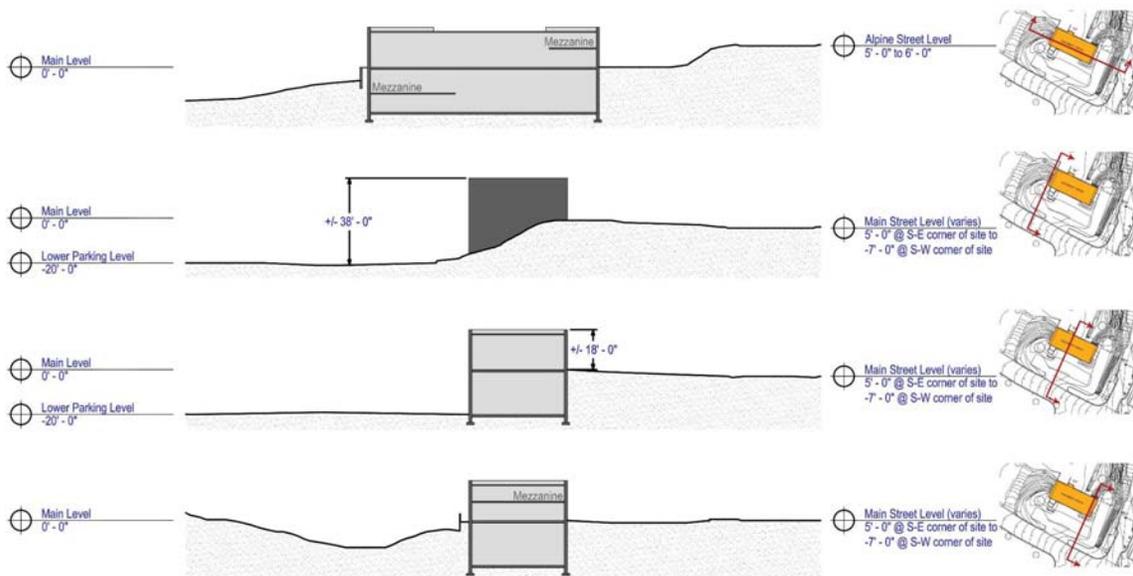
7651 Dan Hoey – Existing Site Plan Analysis

The Village of Dexter – Facilities Assessment Progress Review

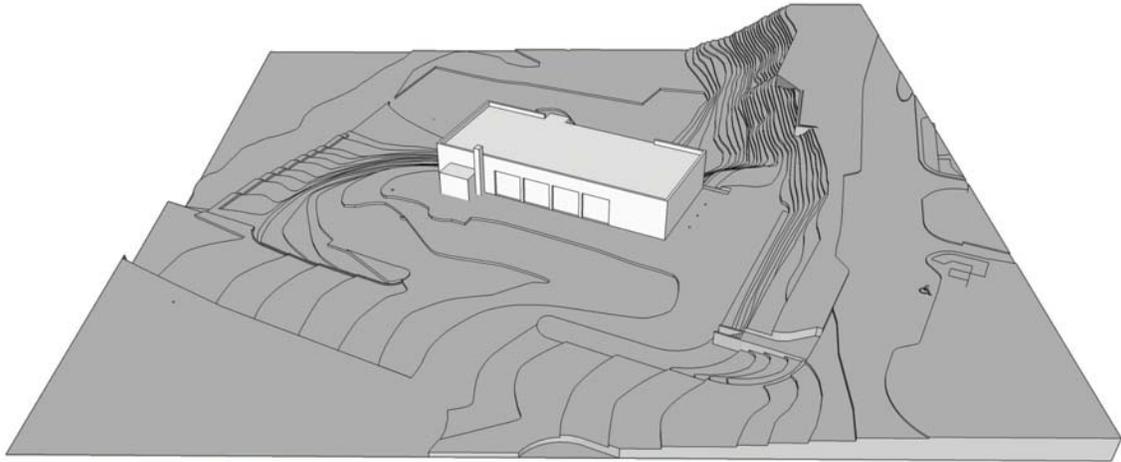


8140 Main Street – Existing Site Plan Analysis

The Village of Dexter – Facilities Assessment Progress Review



8140 Main Street – Existing Cross-Sectional Site Studies



8140 Main Street – Existing 3D Site Model

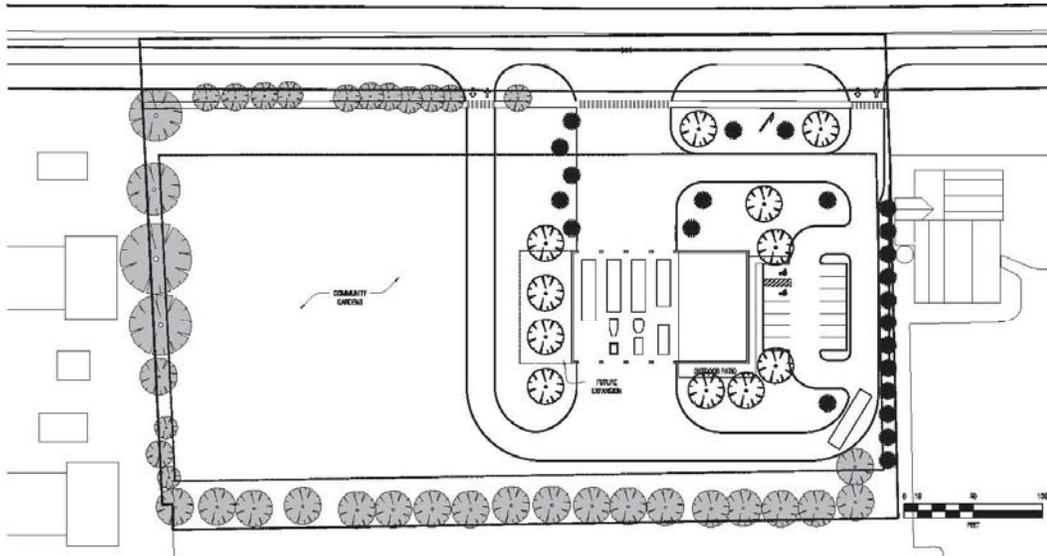
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## IV. CONCEPTUAL PLANNING SCHEMES



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# The Village of Dexter – Facilities Assessment Progress Review



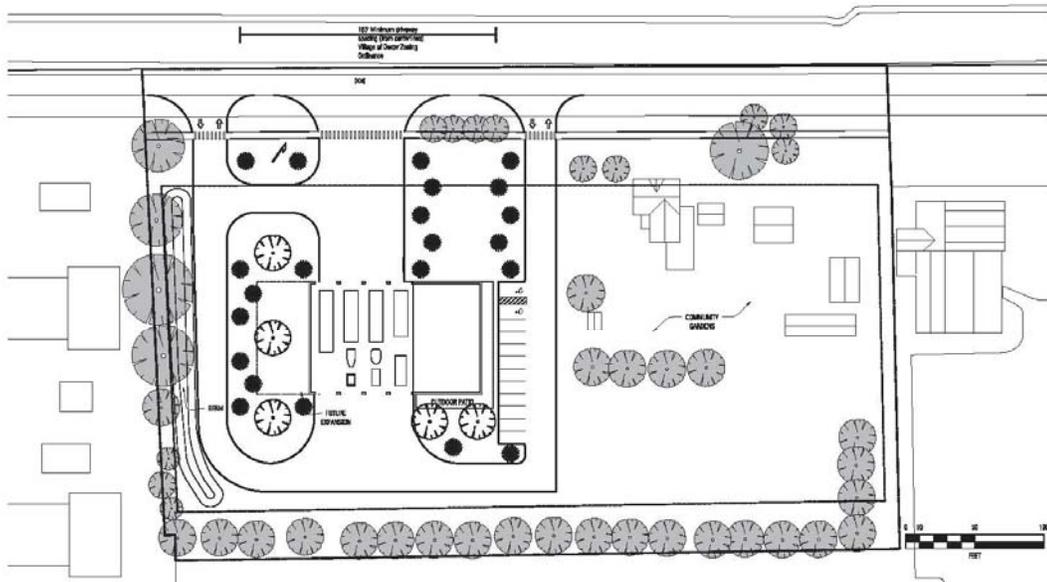
Village of Dexter  
August 11, 2014

7651 Dan Hoey - Existing Site Plan Analysis  
DEXTER, MICHIGAN



DRAFT

# The Village of Dexter – Facilities Assessment Progress Review



Village of Dexter  
August 11, 2014

7651 Dan Hoey - Existing Site Plan Analysis  
DEXTER, MICHIGAN



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# Questions / Discussion

# Thank You!

**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, Acting Village Manager**  
**Date: September 3, 2014**  
**Re: Acting Village Manager Report - Meeting of September 8, 2014**

1. Meeting Review:

- August 18<sup>th</sup> – Website Committee Meeting
- August 19<sup>th</sup> – Bid Opening – Asphalt Paving
- August 21<sup>st</sup> – Downtown Development Authority
- August 21<sup>st</sup> – Safety Program Update with F & V
- August 25<sup>th</sup> – Council Meeting
- August 27<sup>th</sup> – Ann Arbor/Central Project Update
- August 28<sup>th</sup> – Road Committee
- August 28<sup>th</sup> – Redevelopment Ready Communities Analysis of 3045 Broad
- September 2<sup>nd</sup> – Road Committee
- September 3<sup>rd</sup> – MMRMA – Best Practices Review

2. Upcoming Meetings:

- September 3<sup>rd</sup> – Greg Wood of Alpha Metal
- September 8<sup>th</sup> – Village Council Work Session & Council Meeting
- September 10<sup>th</sup> – Road Bond Sale
- September 11<sup>th</sup> – City Charter Commission
- September 12<sup>th</sup> – Facility Committee
- September 16<sup>th</sup> – Parks & Recreation Commission
- September 18<sup>th</sup> – Dexter Area Fire Board Strategic Planning

3. **Title VI Compliance.** The Michigan Department of Transportation (MDOT) has requested that the Village adopt a Title VI (The Civil Rights Act of 1964) policy and plan, which includes a Limited English Proficiency (LEP) policy. Title VI states that we will not discriminate against protected classes as defined by the Civil Rights Act, both in our own operations and (within reason) by our contractors. LEP requires that we make available translations of public documents and other actions to those with limited proficiency in the English language, upon the request of those persons. The template that MDOT provided is pretty specific and detailed, and from discussions with their Civil Rights Program Unit it was decided to wait until after the November election to put this in front of Council for approval so that the language in the document matches the status of the community.

4. **Feedback from MERS.** Several weeks ago we sent questions to MERS as a follow up to the projection study that we received. The point of the questions was to find out what options are available to us to find out more about the behavior of our defined benefit program at different levels of contribution. MERS is willing to provide additional projections for a fee, however at this time the money is better spent being paid into the program, instead of paying for additional projections. We are budgeted to pay an additional \$57,000 to MERS this fiscal year. A copy of the reply e-mail from MERS is provided.
5. **Crack Sealing.** We have received the signed contract document from K & B Asphalt for the 2014 crack sealing program. Completion date for this project is September 29, 2014. Once the schedule is confirmed a general notice will be provided to the residents via the e-mail update, Facebook page and website. Individual notices will not be mailed to homes, since this work is not as disruptive as the asphalt paving.
6. **Michigan Council for Arts & Cultural Affairs (MCACA) Mini-Grant.** Last year the Village applied for and received a \$2,000 mini-grant from the MCACA for the Plein Air Festival. Grant applications for this year are due October 15, 2014 and the Arts, Culture & Heritage Committee is interested in applying again. Council is required to pass a resolution of support for the grant application, which will be on either the September 22 or October 13 agenda.
7. **Newsletter.** Instead of a late summer newsletter, I would like to focus on a fall newsletter that can include information about the City Charter election in November. The goal will be to have it completed and ready to be mailed by the beginning of October.
8. **Central Street.** Zito was scheduled to finish placing the sod on Ann Arbor Street on Wednesday, September 3, 2014. They plan to start the full closure of Central Street between 2<sup>nd</sup> and 3<sup>rd</sup> on Thursday, September 4. The detour information was provided via the e-mail update, website (2014 Construction Project – news item) and Facebook page. The road is expected to be closed for four weeks.
9. **MMRMA.** Our MMRMA representative asked to meet to gather survey information on best practices. He asked questions about various activities that the Village engages in and training that we provide. The purpose of the interviews with the clients is to determine areas in which the MMRMA can develop training opportunities and guidance manuals. He was especially interested in our development of a safety program which shows our commitment to the health and safety of our employees and those they interact with.

**From:** [Sue Feinberg](#)  
**To:** [Courtney Nicholls \(cnicholls@dextermi.gov\)](mailto:cnicholls@dextermi.gov)  
**Subject:** FW: Dexter Projection Study CRM:0005581  
**Date:** Monday, August 18, 2014 3:23:43 PM

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Hi Courtney,

These are the recommendations from the actuaries in regards to additional projections:

Based on the questions raised by the Village in the e-mail below, the actuaries suggest the following:

- Prepare projections of the funded ratio and employer contributions under the following scenarios (Scenarios 1, 2 and 3 were provided in a letter dated June 30, 2014); both of these scenarios would reflect that the Village intends to contribute \$119,000 instead of \$61,152 during the fiscal year beginning July 1, 2014.
  - Scenario 4 – assume 8% return on the market value of assets and additional employer contributions of \$50,000/yr for the next 10 years.
  - Scenario 5 – assume 8% return on the market value of assets and level employer contribution for the next 10 years such that the same funded level is attained as under Scenario 4.
- The employer contribution needed to get to 100% funding level in 10 years was provided in the 2013 annual valuation report.
- What would the Village have to contribute if the market losses are not made up? Again this information is in the 2013 annual valuation. If past market losses are not made up, the contribution would be trending towards the contribution based on the market value of assets. We do not know what future market returns will be. However, we did provide projected contributions and funded ratios using different returns on the market value of assets under Scenarios 1, 2 and 3. Those projections give an indication of the size of the employer contributions if the markets earn less than the 8% assumption in the future.

The actuaries would prepare a revised letter to include all the projection scenarios and the assorted explanations.

Courtney, based on this information would you like me to order proceed by adding 2 more projection scenarios to the work log: 1) additional \$50,000 for 10 years, and 2) level dollar amount to achieve same funding as 1.

*The highlighted area below is not something we will be able to calculate.*

Thanks much,  
Sue

Good afternoon Dawn,

Thank you for sending the projection study. After receiving it I shared it with our Village President Shawn Keough and we have generated several follow up questions.

As we were told when we closed the defined benefit program, the payments escalate considerably over the next nine years. In anticipation of this, the Village has been paying more than our required contribution for several years.

What we would like to be able to do is see the projected impact of these additional payments. For example, what would the table look like if we paid an additional \$50,000 per year for the next ten years. It would also be helpful to see the payment as a "smoothed" number; **instead of paying \$68,000 in 2015 and \$172,000 in 2023, what consistent amount could we pay over those nine years to achieve the same level of funding?** For our fiscal year starting July 1, 2014 the Village has budgeted to pay \$119,000 instead of the MERS recommended \$61,152. Would it be possible to see the effects of this built into the table also?

It was helpful that the actuarial valuation provided an amount that a community can pay to achieve 100% funding in 10 years, however again that was only provided for one year. As we requested in the letter we sent with the projection study application (attached), it would be valuable for us to see what that number is likely to be over the course of the ten years.

Both the projection study and the actuarial mention the difference between the assumed rate of return and the actual rate of return. Is there a certain rate of return that the fund needs to achieve over the next few years to get to the assumed rate of 8%. It would be beneficial to know what this rate is estimated to be so that we can be better informed about the likelihood of reaching it. Could an equivalent dollar value be calculated that the Village could choose to pay to make up the difference if the rate is not achieved?

The table also does not show the employee contribution, which we assume are built in. It would be helpful to include a column with this value, since they are a contribution to the system.

As you can see from our questions, we are very committed to fully funding our MERS liability, however we need help from MERS to provide the data that Council can review to understand how the extra payments will benefit the Village in the long run.

Thank you for your assistance.

Courtney Nicholls  
Village of Dexter  
Assistant Village Manager

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**Village President Report by Shawn Keough  
September 8, 2014**

**Agenda:** 9/8/2014

**Item:** I-6

Hello Residents and Fellow Council Members,

I hope everyone had a safe and happy Labor Day weekend. September is here and with it comes the start of school. With school starting back up, we will have increased pedestrian and bicycle traffic in the mornings and late afternoons as kids make their way to bus stops and use our sidewalks to walk or ride to school. Pedestrian traffic is expected to be especially heavy near the schools and on the roads leading to the schools. Please be careful on roads that do not yet have sidewalks (such as Forest), because our children sometimes use the edge of roads to walk or ride. After a summer of construction, we have added several beautiful new crosswalks as part of our newly completed Dexter Ann Arbor Road project and we hope they get lots of use 😊 Please be mindful of the increased pedestrian and bicycle activity as you drive through town. Take your time and safe travels to all for the school year!

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

Recent Meetings and Activities

Third Street Drainage – I mentioned in my last report that Superintendent Schlaff and Acting Village Manager Nicholls have asked me to assist in communicating with two property owners that live at the end of Third Street regarding a drainage issue in that area. Following one of the recent heavy rain events, I met with one of the two property owners. I plan to meet with the other owner in the near future.

Dexter Wellness Center – Village and DDA attorney Scott Munzel has notified Scio Township that we are available to meet with them and the Chelsea Wellness Foundation representatives. So far, no date for a meeting has been set. On a parallel track, the discovery process will be beginning soon. I will provide additional detail at the meeting after I have formally spoken with Mr. Munzel.

August 25, 2014 – Road Committee meeting – I attempted to attend this meeting to review the planned improvements on each roadway segment. However, upon arrival I discovered that there were already 3 Council members present at the meeting. I decided it was best to not attend that meeting and asked that future meetings be posted in case all of Council wants to attend. The Committee meetings are intended for discussion not decision making.

September 2, 2014 – Road Committee meeting – I attended this posted meeting and participated in the planning and discussion of upcoming road improvements, including in our Industrial Park and on Dover, Edison and Inverness. These improvements are planned for this fall and will be completed one at a time (weather permitting). Residents on these streets will be receiving notices in the mail describing the timing and the work that is planned. The improvements are a positive step forward and will really improve key portions of our roadway network.

September 3, 2014 – Village Manager Contract review – Trustee Knight, Finance Director Marie Sherry and I met with Acting Village Manager Courtney Nicholls to prepare a draft Village Manager Contract for Council consideration under New Business on the September 8<sup>th</sup> Agenda.

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.

September 8, 2014 – Village Council meeting and Facility Committee Workshop – the public is invited to attend this workshop before the Council meeting to hear about the preliminary work being done.

September 11, 2014 – Huron River Watershed Fundraiser – SUDS on the River – I can't wait to attend this fun fundraiser!

September 12, 2014 – Facility Committee meeting – please note that this meeting has been rescheduled from the original September 5<sup>th</sup> date. The facility committee will be reviewing comments provided at the September 8<sup>th</sup> workshop, including comments received from the public and the full Council.

September 18, 2014 – Village of Dexter Downtown Development Authority meeting – the DDA will be meeting at its regularly scheduled time – 7:30 a.m. at the Senior Center.

September 18, 2014 – Dexter Area Fire Board Strategic Planning meeting – I am not going to be able to attend this meeting due to an obligation at work, however I would like to encourage the rest of Council to attend this meeting.

September 22, 2014 – Village Council meeting

I look forward to seeing you around our town and hope everyone has a great September!

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



BANK CODE: POOL

Claimant	Amount Claimed	Amount Owed	Amount Rejected
1. ALEXANDER CHEMICAL CORPORATION	1,660.69		
2. ARBOR SPRINGS WATER CO.INC	5.50		
3. BANDIT INDUSTRIES, INC.	2,233.60		
4. CORRIGAN OIL COMPANY	327.74		
5. CRIBLEY WELL DRILLING CO INC	4.75		
6. DETROIT PUMP & MANUFACTURING	1,628.10		
7. DEXTER SENIOR CITIZENS CENTER	1,200.00		
8. DTE ENERGY-STREET LIGHTING	5,838.31		
9. DYKEMA GOSSETT PLLC	9,823.74		
10. ELHORN ENGINEERING CO	1,196.00		
11. ETNA SUPPLY CO	3,670.00		
12. GOOGLE INC	104.16		
13. GRIFFIN PEST SOLUTIONS	154.00		
14. GRISSOM JANITORIAL	400.00		
15. I.T. RIGHT INC.	3,311.25		
16. IDEXX DISTRIBUTION CORP	178.62		
17. JOHN'S SANITATION	585.00		
18. LESSORS WELDING SUPPLY	34.65		
19. LOWE'S BUSINESS ACCOUNT	181.32		
20. M&M PAVEMENT MARKING	11,737.69		
21. MARGARET TEWKSBURY	39.78		
22. MASTERCRAFT PLUMBING	488.85		
23. MICHIGAN MUNICIPAL RISK	13,146.75		
24. MML WORKERS COMPENSATION FUND	2,688.00		
25. NORTHERN SAFETY CO INC	178.36		
26. PAUL COUSINS	110.00		
27. PETTY CASH REIMBURSEMENT	74.06		
28. PNC	983.03		
29. SMALL BUSINESS ASSOC OF MICH	20,301.92		
30. STAPLES BUSINESS ADVANTAGE	1,470.35		
31. STATE OF MICHIGAN-MDOT	284,369.05		
32. THERMO FISHER SCIENTIFIC	457.07		
33. TOWN AND COUNTRY	300.00		
34. TRACTOR SUPPLY CREDIT PLAN	552.85		
35. US BANK CORPORATE TRUST	135,216.25		
36. UTILITIES INSTRUMENTATION SERV	430.50		
37. WASHTENAW COUNTY TREASURER	38,405.25		
38. WASTE MANAGEMENT OF MICHIGAN	41,429.19		
39. WOLVERINE POWER SYSTEMS	310.36		
***TOTAL ALL CLAIMS***	585,226.74		

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000 ASSETS, LIABILITIES & REVENUE					
101-000-252.001	FARMERS MARKET BRIDGE CARD PASS	PETTY CASH REIMBURSEMENT	PETTY CASH	48.00	41504
Total For Dept 000 ASSETS, LIABILITIES & REVENUE				48.00	
Dept 101 VILLAGE COUNCIL					
101-101-943.000	COUNCIL CHAMBERS LEASE	DEXTER SENIOR CITIZENS CEN	QUARTERLY RENT AUG-SEPT 2014	1,110.00	41511
101-101-959.000	ARTS, CULTURE & HERITAGE	PETTY CASH REIMBURSEMENT	PETTY CASH	14.97	41504
101-101-959.000	ARTS, CULTURE & HERITAGE	PNC	PAYMENT FOR CHARGES	25.00	41531
101-101-959.000	ARTS, CULTURE & HERITAGE	STAPLES BUSINESS ADVANTAGE	JULY ALL DEPT	74.90	41533
101-101-959.000	ARTS, CULTURE & HERITAGE	TOWN AND COUNTRY	POLE FOR BIKE SCULPTURE	300.00	41536
Total For Dept 101 VILLAGE COUNCIL				1,524.87	
Dept 172 VILLAGE MANAGER					
101-172-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC OF MI	COVERAGE PERIOD 9/1-9/30/14	4,755.20	41532
101-172-727.000	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	JULY ALL DEPT	164.93	41533
Total For Dept 172 VILLAGE MANAGER				4,920.13	
Dept 210 ATTORNEY					
101-210-810.000	ATTORNEY FEES	DYKEMA GOSSETT PLLC	LEGAL FEES	8,815.74	41513
Total For Dept 210 ATTORNEY				8,815.74	
Dept 253 TREASURER					
101-253-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC OF MI	COVERAGE PERIOD 9/1-9/30/14	1,370.43	41532
101-253-727.000	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	JULY ALL DEPT	46.29	41533
Total For Dept 253 TREASURER				1,416.72	
Dept 265 BUILDINGS & GROUNDS					
101-265-727.000		ARBOR SPRINGS WATER CO.INC	OFFICE	5.50	41506
101-265-727.000	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	JULY ALL DEPT	428.24	41533
101-265-728.000	POSTAGE	PNC	PAYMENT FOR CHARGES	5.80	41531
101-265-803.000	CONTRACTED SERVICES	GOOGLE INC	SERVICE FROM 8/1-8/31	104.16	41516
101-265-935.001		GRISSOM JANITORIAL	OFFICE CLEANING	400.00	41518
101-265-937.000	EQUIPMENT MAINTENANCE & REPAIR	I.T. RIGHT INC.	SERVICE CALL	101.25	41519
101-265-977.000	EQUIPMENT	I.T. RIGHT INC.	SERVER PROJECT	1,335.00	41519
101-265-977.000	EQUIPMENT	I.T. RIGHT INC.	3 PC BASIC	625.00	41519
101-265-977.000	EQUIPMENT	STAPLES BUSINESS ADVANTAGE	JULY ALL DEPT	88.32	41533
Total For Dept 265 BUILDINGS & GROUNDS				3,093.27	
Dept 301 LAW ENFORCEMENT					
101-301-807.000	CONTRACTED PUBLIC SAFETY	WASHTENAW COUNTY TREASURE	F SEPT 2014-POLICE SERVICES	38,405.25	41540
Total For Dept 301 LAW ENFORCEMENT				38,405.25	
Dept 336 FIRE DEPARTMENT					
101-336-935.000		GRIFFIN PEST SOLUTIONS	COMMERCIAL QUARTERLY	154.00	41517
101-336-935.000	BUILDING MAINTENANCE & REPAIR	MASTERCRAFT PLUMBING	SERVICE CALL-FIRE DEPT.	488.85	41526
Total For Dept 336 FIRE DEPARTMENT				642.85	
Dept 400 PLANNING DEPARTMENT					
101-400-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC OF MI	COVERAGE PERIOD 9/1-9/30/14	1,361.87	41532
101-400-727.000	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	JULY ALL DEPT	51.52	41533
101-400-960.000	EDUCATION & TRAINING	PNC	PAYMENT FOR CHARGES	298.29	41531
Total For Dept 400 PLANNING DEPARTMENT				1,711.68	
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC OF MI	COVERAGE PERIOD 9/1-9/30/14	1,899.57	41532

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Fund 101 GENERAL FUND					
Dept 441 DEPARTMENT OF PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	CRIBLEY WELL DRILLING CO 1DPW		4.75	41509
101-441-740.000	OPERATING SUPPLIES	STAPLES BUSINESS ADVANTAGE JULY ALL DEPT		71.39	41533
101-441-977.000	EQUIPMENT	I.T. RIGHT INC. 3 PC BASIC		625.00	41519
Total For Dept 441 DEPARTMENT OF PUBLIC WORKS				2,600.71	
Dept 442 DOWNTOWN PUBLIC WORKS					
101-442-730.000	FARMERS MARKET SUPPLIES	PETTY CASH REIMBURSEMENT PETTY CASH		11.09	41504
101-442-740.000	OPERATING SUPPLIES	TRACTOR SUPPLY CREDIT PLAN DPW		279.93	41537
101-442-802.000	PROFESSIONAL SERVICES	DEXTER SENIOR CITIZENS CEN QUARTERLY RENT AUG-SEPT 2014		90.00	41511
Total For Dept 442 DOWNTOWN PUBLIC WORKS				381.02	
Dept 448 MUNICIPAL STREET LIGHTS					
101-448-920.003	UTILITIES - STREET LIGHTS	DTE ENERGY-STREET LIGHTING STREETLIGHTS		5,838.31	41512
Total For Dept 448 MUNICIPAL STREET LIGHTS				5,838.31	
Dept 728 ECONOMIC DEVELOPMENT					
101-728-960.000	EDUCATION & TRAINING	PAUL COUSINS CATERING		110.00	41530
Total For Dept 728 ECONOMIC DEVELOPMENT				110.00	
Dept 751 PARKS & RECREATION					
101-751-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC OF MI COVERAGE PERIOD 9/1-9/30/14		306.38	41532
101-751-901.000	PRINTING & PUBLISHING	MARGARET TEWKSBURY CROWN AWARDS		39.78	41525
101-751-944.000	PORTABLE TOILET RENTAL	JOHN'S SANITATION PORTA POTTIES		585.00	41521
Total For Dept 751 PARKS & RECREATION				931.16	
Dept 851 INSURANCE & BONDS					
101-851-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC OF MI COVERAGE PERIOD 9/1-9/30/14		782.89	41532
101-851-910.000		MML WORKERS COMPENSATION I QUARTERLY PAYMENT		1,357.44	41528
101-851-911.000	LIABILITY INSURANCE	MICHIGAN MUNICIPAL RISK 7/1/14-7/1/15		5,653.10	41527
Total For Dept 851 INSURANCE & BONDS				7,793.43	
Total For Fund 101 GENERAL FUND				78,233.14	
Fund 202 MAJOR STREETS FUND					
Dept 451 CONTRACTED ROAD CONSTRUCTION					
202-451-974.009	CENTRAL STREET PROJECT	PNC PAYMENT FOR CHARGES		46.00	41531
202-451-974.009	CENTRAL STREET PROJECT	STATE OF MICHIGAN-MDOT ANN ARBOR STREET AND CENTRAL STREET		16,958.56	41534
202-451-975.015	ANN ARBOR STREET PROJECT	STATE OF MICHIGAN-MDOT ANN ARBOR STREET AND CENTRAL STREET		35,380.64	41534
Total For Dept 451 CONTRACTED ROAD CONSTRUCTION				52,385.20	
Dept 463 ROUTINE MAINTENANCE					
202-463-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC OF MI COVERAGE PERIOD 9/1-9/30/14		1,593.18	41532
202-463-910.000		MML WORKERS COMPENSATION I QUARTERLY PAYMENT		123.65	41528
202-463-911.000	LIABILITY INSURANCE	MICHIGAN MUNICIPAL RISK 7/1/14-7/1/15		1,183.21	41527
Total For Dept 463 ROUTINE MAINTENANCE				2,900.04	
Dept 474 TRAFFIC SERVICES					
202-474-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC OF MI COVERAGE PERIOD 9/1-9/30/14		490.21	41532
202-474-802.000	PROFESSIONAL SERVICES	M&M PAVEMENT MARKING PAVEMENT STRIPING		5,000.00	41524
202-474-910.000		MML WORKERS COMPENSATION I QUARTERLY PAYMENT		43.01	41528
202-474-911.000	LIABILITY INSURANCE	MICHIGAN MUNICIPAL RISK 7/1/14-7/1/15		157.76	41527
Total For Dept 474 TRAFFIC SERVICES				5,690.98	

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Fund 202 MAJOR STREETS FUND					
Dept 478 WINTER MAINTENANCE					
202-478-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC OF MI	COVERAGE PERIOD 9/1-9/30/14	980.42	41532
202-478-910.000		MML WORKERS COMPENSATION	QUARTERLY PAYMENT	63.17	41528
202-478-911.000	LIABILITY INSURANCE	MICHIGAN MUNICIPAL RISK	7/1/14-7/1/15	197.20	41527
Total For Dept 478 WINTER MAINTENANCE				1,240.79	
Total For Fund 202 MAJOR STREETS FUND				62,217.01	
Fund 203 LOCAL STREETS FUND					
Dept 451 CONTRACTED ROAD CONSTRUCTION					
203-451-974.001	OTHER CAPITAL IMPROVEMENTS	PNC	PAYMENT FOR CHARGES	235.00	41531
Total For Dept 451 CONTRACTED ROAD CONSTRUCTION				235.00	
Dept 463 ROUTINE MAINTENANCE					
203-463-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC OF MI	COVERAGE PERIOD 9/1-9/30/14	490.21	41532
203-463-910.000		MML WORKERS COMPENSATION	QUARTERLY PAYMENT	37.63	41528
203-463-911.000	LIABILITY INSURANCE	MICHIGAN MUNICIPAL RISK	7/1/14-7/1/15	306.32	41527
Total For Dept 463 ROUTINE MAINTENANCE				834.16	
Dept 474 TRAFFIC SERVICES					
203-474-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC OF MI	COVERAGE PERIOD 9/1-9/30/14	122.55	41532
203-474-802.000	PROFESSIONAL SERVICES	M&M PAVEMENT MARKING	PAVEMENT STRIPING	6,737.69	41524
203-474-910.000		MML WORKERS COMPENSATION	QUARTERLY PAYMENT	13.44	41528
203-474-911.000	LIABILITY INSURANCE	MICHIGAN MUNICIPAL RISK	7/1/14-7/1/15	153.82	41527
Total For Dept 474 TRAFFIC SERVICES				7,027.50	
Dept 478 WINTER MAINTENANCE					
203-478-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC OF MI	COVERAGE PERIOD 9/1-9/30/14	245.11	41532
203-478-910.000		MML WORKERS COMPENSATION	QUARTERLY PAYMENT	29.57	41528
203-478-911.000	LIABILITY INSURANCE	MICHIGAN MUNICIPAL RISK	7/1/14-7/1/15	197.19	41527
Total For Dept 478 WINTER MAINTENANCE				471.87	
Total For Fund 203 LOCAL STREETS FUND				8,568.53	
Fund 204 MUNICIPAL STREETS					
Dept 248 ADMINISTRATION					
204-248-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC OF MI	COVERAGE PERIOD 9/1-9/30/14	1,141.88	41532
Total For Dept 248 ADMINISTRATION				1,141.88	
Total For Fund 204 MUNICIPAL STREETS				1,141.88	
Fund 226 SOLID WASTE COLLECTION FUND					
Dept 528 SOLID WASTE					
226-528-805.000	CONTRACTED SOLID WASTE SERVICE	WASTE MANAGEMENT OF MICHIGAN	RESIDENTIAL AND COMMERCIAL	41,059.19	41541
226-528-806.000	CONTRACTED COMPOSTING	WASTE MANAGEMENT OF MICHIGAN	RESIDENTIAL AND COMMERCIAL	370.00	41541
Total For Dept 528 SOLID WASTE				41,429.19	
Total For Fund 226 SOLID WASTE COLLECTION FUND				41,429.19	
Fund 402 EQUIPMENT REPLACEMENT FUND					
Dept 441 DEPARTMENT OF PUBLIC WORKS					
402-441-939.000	VEHICLE MAINTENANCE & REPAIRS	BANDIT INDUSTRIES, INC.	DPW	2,233.60	41507
Total For Dept 441 DEPARTMENT OF PUBLIC WORKS				2,233.60	

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Fund 402 EQUIPMENT REPLACEMENT FUND					
Total For Fund 402 EQUIPMENT REPLACEMENT FUND				2,233.60	
Fund 590 SEWER ENTERPRISE FUND					
Dept 548 SEWER UTILITIES DEPARTMENT					
590-548-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC OF MI	COVERAGE PERIOD 9/1-9/30/14	1,664.41	41532
590-548-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC OF MI	COVERAGE PERIOD 9/1-9/30/14	1,441.03	41532
590-548-740.000	OPERATING SUPPLIES	STAPLES BUSINESS ADVANTAGE	JULY ALL DEPT	272.38	41533
590-548-742.000	CHEMICAL SUPPLIES - PLANT	ALEXANDER CHEMICAL CORPOR	CHEMICALS	990.40	41505
590-548-802.000	PROFESSIONAL SERVICES	UTILITIES INSTRUMENTATION	SERVICE CALL-LIFT STATION	430.50	41539
590-548-802.000	PROFESSIONAL SERVICES	WOLVERINE POWER SYSTEMS	SERVICE CALL-3400 RYAN DR	310.36	41542
590-548-910.000		MML WORKERS COMPENSATION	QUARTERLY PAYMENT	725.76	41528
590-548-911.000	LIABILITY INSURANCE	MICHIGAN MUNICIPAL RISK	7/1/14-7/1/15	3,944.03	41527
590-548-935.000	BUILDING MAINTENANCE & REPAIR	LOWE'S BUSINESS ACCOUNT	WWTP	181.32	41523
590-548-937.000	EQUIPMENT MAINTENANCE & REPAIR	DETROIT PUMP & MANUFACTUR	FLANGE AND BEARING UNIT	112.85	41510
590-548-937.000	EQUIPMENT MAINTENANCE & REPAIR	LESSORS WELDING SUPPLY	WWTP	34.65	41522
590-548-938.000	LAB EQUIPMENT MAINTENANCE & REPA	IDEXX DISTRIBUTION CORP	WWTP	178.62	41520
590-548-938.000	LAB EQUIPMENT MAINTENANCE & REPA	THERMO FISHER SCIENTIFIC	WWTP	457.07	41535
590-548-939.000	VEHICLE MAINTENANCE & REPAIRS	PNC	PAYMENT FOR CHARGES	186.47	41531
590-548-977.000	EQUIPMENT	DETROIT PUMP & MANUFACTUR	PUMP	750.00	41510
590-548-977.000	EQUIPMENT	I.T. RIGHT INC.	3 PC BASIC	312.50	41519
Total For Dept 548 SEWER UTILITIES DEPARTMENT				11,992.35	
Dept 850 LONG-TERM DEBT					
590-850-995.007	2012 SEWER BOND PRINCIPAL (RD RE	US BANK CORPORATE TRUST	2012 GO BOND	45,000.00	41538
590-850-996.007	2012 SEWER BOND INTEREST (RD REF	US BANK CORPORATE TRUST	2012 GO BOND	28,065.00	41538
Total For Dept 850 LONG-TERM DEBT				73,065.00	
Total For Fund 590 SEWER ENTERPRISE FUND				85,057.35	
Fund 591 WATER ENTERPRISE FUND					
Dept 556 WATER UTILITIES DEPARTMENT					
591-556-721.000	HEALTH & DENTAL INSURANCE	SMALL BUSINESS ASSOC OF MI	COVERAGE PERIOD 9/1-9/30/14	974.83	41532
591-556-721.001	RETIREE HEALTH INSURANCE	SMALL BUSINESS ASSOC OF MI	COVERAGE PERIOD 9/1-9/30/14	681.75	41532
591-556-740.000	OPERATING SUPPLIES	NORTHERN SAFETY CO INC	WWTP	178.36	41529
591-556-740.000	OPERATING SUPPLIES	STAPLES BUSINESS ADVANTAGE	JULY ALL DEPT	272.38	41533
591-556-743.000	CHEMICAL SUPPLIES - LAB	ALEXANDER CHEMICAL CORPOR	WWTP	670.29	41505
591-556-743.000	CHEMICAL SUPPLIES - LAB	ELHORN ENGINEERING CO	WWTP	1,196.00	41514
591-556-751.000		CORRIGAN OIL COMPANY	GAS	327.74	41508
591-556-910.000		MML WORKERS COMPENSATION	QUARTERLY PAYMENT	294.33	41528
591-556-911.000	LIABILITY INSURANCE	MICHIGAN MUNICIPAL RISK	7/1/14-7/1/15	1,354.12	41527
591-556-937.000	EQUIPMENT MAINTENANCE & REPAIR	TRACTOR SUPPLY CREDIT PLAN	WWTP	272.92	41537
591-556-939.000	VEHICLE MAINTENANCE & REPAIRS	PNC	PAYMENT FOR CHARGES	186.47	41531
591-556-977.000	EQUIPMENT	DETROIT PUMP & MANUFACTUR	WWTP	765.25	41510
591-556-977.000	EQUIPMENT	ETNA SUPPLY CO	WWTP	3,670.00	41515
591-556-977.000	EQUIPMENT	I.T. RIGHT INC.	3 PC BASIC	312.50	41519
Total For Dept 556 WATER UTILITIES DEPARTMENT				11,156.94	
Dept 850 LONG-TERM DEBT					
591-850-995.010	2012 WATER BOND PRINCIPAL (RD RE	US BANK CORPORATE TRUST	2012 GO BOND	40,000.00	41538
591-850-996.010	2012 WATER BOND INTEREST (RD REF	US BANK CORPORATE TRUST	2012 GO BOND	22,151.25	41538
Total For Dept 850 LONG-TERM DEBT				62,151.25	
Dept 901 CAPITAL IMPROVEMENTS					
591-901-975.015	ANN ARBOR STREET PROJECT	STATE OF MICHIGAN-MDOT	ANN ARBOR STREET AND CENTRAL STREET	233,028.85	41534

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER  
 INVOICE ENTRY DATES 08/26/2014 - 09/03/2014  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: POOL

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591	WATER ENTERPRISE FUND				
Dept 901	CAPITAL IMPROVEMENTS				
		Total For Dept 901	CAPITAL IMPROVEMENTS	232,029.85	
		Total For Fund 591	WATER ENTERPRISE FUND	305,338.04	
Fund 701	TRUST & AGENCY FUND				
Dept 000	ASSETS, LIABILITIES & REVENUE				
701-000-254.000	VICTORIA-C SPR - VICTORIA CONDOS	DYKEMA GOSSETT PLLC	LEGAL FEES	1,008.00	41513
		Total For Dept 000	ASSETS, LIABILITIES & REVENUE	1,008.00	
		Total For Fund 701	TRUST & AGENCY FUND	1,008.00	

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF DEXTER  
INVOICE ENTRY DATES 08/26/2014 - 09/03/2014  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: POOL

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101 GENERAL FUND	78,233.14
Fund 202 MAJOR STREETS I	62,217.01
Fund 203 LOCAL STREETS I	8,568.53
Fund 204 MUNICIPAL STREI	1,141.88
Fund 226 SOLID WASTE COI	41,429.19
Fund 402 EQUIPMENT REPL	2,233.60
Fund 590 SEWER ENTERPRI	85,057.35
Fund 591 WATER ENTERPRI	305,338.04
Fund 701 TRUST & AGENCY	1,008.00

Total For All Funds:	<u>585,226.74</u>
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VILLAGE OF DEXTER

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

Agenda: 9/8/2014
Item: J-2

APPLICATION FOR APPOINTMENT AS COMMISSION OR COMMITTEE MEMBER

Name: Jim Carty Date: 8/27/14
Address: 7036 Wilson Dr., Dexter, MI, 48130
Email: jcarty@bodmanlaw.com
Phone: 734-930-2484 Best time to call: 8 a.m. - 6 p.m.

Which Commission/Committee are you applying for?

- Zoning Board of Appeals
Downtown Development Authority
Planning Commission
Parks Commission
Arts, Culture & Heritage Committee
Tree Board
Farmers Market Oversight Committee
Other (Specify)

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

I have an interest in Dexter's long-term future and smart growth policies.

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

I'm an attorney who serves on the county Environmental Health Code Appeals Board, a charity board (Friends In Deed). I practice municipal law as a sub-area at my firm.

Please list/attach any other information that you would like to have considered.

In addition to my professional/board background, I have three kids in Dexter schools and own both a home and a duplex in the village.

**Agenda:** 9/8/2014  
**Item:** K-1

JUDICIAL	
<b>JUDGE OF CIRCUIT COURT          22ND CIRCUIT          INCUMBENT POSITION</b> Vote for not more than 1	
David S. Swartz <input type="radio"/> <small>Judge of Circuit Court</small>	<input type="radio"/>
<b>JUDGE OF CIRCUIT COURT          22ND CIRCUIT          NON-INCUMBENT POSITION</b> Vote for not more than 1	
Pat Conlin <input type="radio"/> Veronique Liem <input type="radio"/>	<input type="radio"/>
<b>JUDGE OF PROBATE COURT          WASHTENAW COUNTY</b> Vote for not more than 1	
Julia B. Owdziej <input type="radio"/> <small>Judge of Probate Court</small> Tracy Van den Bergh <input type="radio"/>	<input type="radio"/>
<b>JUDGE OF DISTRICT COURT          14A DISTRICT          INCUMBENT POSITION</b> Vote for not more than 1	
Richard E. Conlin <input type="radio"/> <small>Judge of District Court</small>	<input type="radio"/>
COMMUNITY COLLEGE	
<b>BOARD OF TRUSTEES MEMBER          WASHTENAW COMMUNITY COLLEGE</b> Vote for not more than 3	
Tony Derezinski <input type="radio"/> David DeVarti <input type="radio"/> Christina Fleming <input type="radio"/> Mark K. Freeman <input type="radio"/> Ruth Hatcher <input type="radio"/> Alex Milshteyn <input type="radio"/> Eric Borregard <input type="radio"/> William Campbell <input type="radio"/>	<input type="radio"/>
CITY	
<b>MAYOR          CITY OF DEXTER</b> Vote for not more than 1	
Paul Cousins <input type="radio"/> Shawn W. Keough <input type="radio"/>	<input type="radio"/>
<b>COUNCIL MEMBER          CITY OF DEXTER</b> Vote for not more than 6	
Jim Carson <input type="radio"/> Donna L. Fisher <input type="radio"/> Julie A. Knight <input type="radio"/> Steven Kyzima <input type="radio"/> Joe Semifero <input type="radio"/> James D. Smith <input type="radio"/> Raymond C. Tell <input type="radio"/>	<input type="radio"/>

VILLAGE	
<b>TRUSTEE          VILLAGE OF DEXTER</b> Vote for not more than 3	
Jim Carson <input type="radio"/> Donna L. Fisher <input type="radio"/> James D. Smith <input type="radio"/> Raymond C. Tell <input type="radio"/>	<input type="radio"/>
LOCAL SCHOOL DISTRICT	
<b>BOARD MEMBER          DEXTER COMMUNITY SCHOOLS</b> Vote for not more than 3	
Richard Darr <input type="radio"/> Barbara Read <input type="radio"/> Michael Wendorf <input type="radio"/>	<input type="radio"/>
PROPOSAL SECTION	
COUNTY	
<b>PROPOSITION TO RENEW THE INCREASE IN          THE TAX LIMITATION FOR PARKS AND          RECREATION FOR THE PURPOSE OF          PLANNING, ACQUIRING, DEVELOPING,          OPERATING AND MAINTAINING PARKS AND          RECREATION PLACES AND FACILITIES IN          WASHTENAW COUNTY FOR THE BENEFIT OF          WASHTENAW COUNTY CITIZENS</b>	
To renew the millage expiring after December 1, 2016, shall the limitation on the amount of taxes which may be imposed each year for all purposes on real and tangible personal property in Washtenaw County, Michigan be increased as provided in Section 6, Article IX, of the Constitution of the State of Michigan and the Board of Commissioners of the County be authorized to levy a tax not to exceed one quarter of one mill (\$0.25 per \$1,000) which has been presently reduced by the Headlee Amendment to the State Constitution to \$0.2353 of state equalized valuation of such property for a period of ten years, beginning with the levy to be made on December 1, 2017 (which will generate estimated revenues of \$3.4 million dollars in the first year of such renewal millage), for the purpose of acquiring, developing and maintaining parklands and operating recreation facilities for the benefit of Washtenaw County citizens?	
	YES <input type="radio"/> NO <input type="radio"/>
CITY	
<b>CITY OF DEXTER</b> Shall the proposed Charter for the City of Dexter, drafted by the Charter Commission elected on November 5, 2013, be adopted?	
	YES <input type="radio"/> NO <input type="radio"/>

VOTE BOTH FRONT AND BACK OF BALLOT

# 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, Acting Village Manager**  
**Date: August 27, 2014**  
**Re: Consideration of: MDOT Contract**

**Agenda:** 9/8/2014

**Item:** L-1

Provided for Council's review is the required MDOT contract for the Safe Routes to School project. The contract is due back to MDOT by September 15, 2014. The construction cost for this project will be covered by MDOT up to \$215,400. If the bid comes in more than 10% over this amount we will have the option of cancelling the bid. If the bid comes in over the \$215,400 but less than 10% the Village would have to cover the cost. The maximum exposure is \$21,000. The contractor was given the option of completing the work in the Spring, which we hope improves the bid prices.

The bid opening for the project is September 5, 2014. The bid summary will be provided to Council at the September 8, 2014 meeting.

The MDOT grant does not cover the design, contract administration and inspection for the project. \$34,000 has been spent by the Village on design. The estimate for contract administration and inspection is \$30,000. The Village did receive a grant through the Dexter Wellness Coalition/Chelsea Area Wellness Foundation in the amount of \$30,000 to cover those costs.

Council is asked to approve the attached resolution authorizing the Village President and Acting Village Manager to enter into the contract with MDOT.



TAP

DA

Control Section	TA 81161
Job Number	122673A
Project	TAP 1481(042)
Federal Item No.	HH 9586
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	14-5487

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the VILLAGE OF DEXTER, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the Village of Dexter, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 24, 2014, attached hereto and made a part hereof:

Sidewalk work along the east side of Baker Road from the School Access Road southerly to Dan Hoey Road, along the northeast edge of St. Joseph Cemetery to Dexter school property, and along the south side of Dan Hoey Road from Lexington Drive to Dapco Industries driveway; pedestrian island refuge work along Baker Street north of the School Access Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

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

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

TRANSPORTATION ALTERNATIVES PROGRAM

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

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

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

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

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

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

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

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

4. The REQUESTING PARTY, under the terms of this contract, shall:
- A. At no cost to the PROJECT
    - (1) Design or cause to be designed the plans for the PROJECT.
    - (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
    - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
  - B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.

- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

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

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Transportation Alternatives Program Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

It is understood that the REQUESTING PARTY'S share of the eligible items of the PROJECT COST shall be offset by funding utilizing federal toll credits. The combined amount of Federal Transportation Alternatives Program Funds and federal toll credits for the PROJECT shall not exceed \$216,000.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

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

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

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

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

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

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA)

and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

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

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

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

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

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

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

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

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

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

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

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

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

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

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

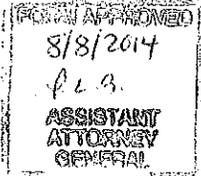
VILLAGE OF DEXTER

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
Department Director MDOT

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



APPROVED BY \_\_\_\_\_ 8/11/14  
Administrator  
Road Division

July 24, 2014

EXHIBIT I

CONTROL SECTION TA 81161  
JOB NUMBER 122673A  
PROJECT TAP 1481(042)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost \$215,400

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$215,400
Less Federal Transportation Alternatives Program Funds*	\$176,305
Less Federal Toll Credits*	<u>\$ 39,095</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ -0-

\*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

# 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, Acting Village Manager**  
**Date: September 2, 2014**  
**Re: Compost Site**

**Agenda: 9/8/2014**

**Item: L-2**

In September of 2008 Council approved a contract with the Breuninger's to be the Village's certified compost site for the placement of leaves. This was necessary because the State of Michigan began requiring that all compost sites register with the Department of Environmental Quality.

Three years ago the contract was renewed for a three year period. Over the past six years, this relationship has been very successful. The agreement is now up for renewal. The terms as presented are a three year contract for the continued price of \$4500 paid in two installments by April 1 and October 1 of each year.

A copy of the contract is provided for your review.

## COMPOSTING AGREEMENT

The Village of Dexter, a Michigan municipal corporation, whose address is 8140 Main Street, Dexter, Michigan 48130 (Village), and Robert and Carol Breuninger, Trustees of the Robert E. and Carol A. Breuninger Trust, whose address is 8171 Marshall Road, Dexter, MI 48130-9433 (Breuninger), enter into this Composting Agreement (Agreement) on, September \_\_\_\_, 2014 (the Effective Date).

### Recitals:

- A. Breuninger owns property fronting on Parker Road, Section 7, Scio Township, Michigan, Tax ID No. H-08-07-300-004.
- B. The Village desires to dispose of tree leaves generated within its boundaries, by depositing such tree leaves at or on Breuninger's property (as described below).
- C. Breuninger is willing to allow the Village to use its property in this manner.

### Agreement:

Based on the Recitals stated above, and for the valuable consideration as stated below, the receipt and sufficiency of which is acknowledged by Breuninger, the Village and Breuninger agree as follows:

1. **Identification of Property.** The location on Breuninger's property where the Village may deposit the tree leaves is described as a 5 acre area, measuring 330 feet east and west; and 660 feet north and south, whose western edge begins 75 feet east of the centerline of Parker Road, and whose north and south edges are located 330 feet north and south of the farm lane located approximately in the middle of the Parker Road frontage. (This 5-acre area is the Property.) Each Fall season, before depositing any tree leaves, a representative from the Village shall meet with Breuninger to discuss the general location on the Property where the tree leaves will be deposited, and the Village shall follow Breuninger's reasonable directions on the general location for the deposit of the tree leaves.
2. **Deposit of Materials.** The Village may deposit at or on the Property tree leaves generated within its boundaries (Leaves).
3. **Duration of the Agreement; Option to Extend.** The initial duration of this Agreement (the Initial Term) shall be 3-years from its Effective Date. The Village may exercise its options to extend the Agreement for additional 3-years by notifying Breuninger of the extension before the expiration of the then-current term.
4. **Payment to Breuninger.** The Village shall pay to Breuninger \$4,500.00 (Four Thousand Five Hundred and 0/100 Dollars) for the Initial Term, and for each extension of the Agreement, paid in two installment payments per year equal to \$2,250.00 (Two

Thousand Two Hundred and Fifty and 0/100) (Installment Payment). The Installment Payments shall be paid by October 1 and April 1 of each year.

5. **Time and Manner of Deposit.** The Village may deposit the Leaves at or on the Property at any time; provided however that the Village's activities cannot cause a nuisance to Breuninger.

6. **Deposit Exclusive to the Village.** Breuninger shall not allow any other persons or entities to deposit Leaves or other organic material at or on the Property without the Village's prior written consent, which shall not be unreasonably withheld. The Village may reasonably withhold its consent if, in its sole determination, the deposit of this organic material by other entities might result in a volume of deposit greater than 5,000 cubic yards per acre over the duration of this Agreement, as it may be extended, or if the proposed deposit of organic material would jeopardize in any way the ability of the Property to receive the Village's Leaves.

7. **Registration of the Property.** Breuninger represents and warrants to the Village that the Property is properly registered with the State of Michigan Department of Environmental Quality as a composting facility.

8. **Maintenance of the Property.** The Village shall maintain the Leaves on the Property and take any other action, at its sole cost, during the duration of this Agreement, as it may be extended, so as to maintain the Property's registration as a composting facility and meet all applicable requirements for the deposit of Leaves, including but not limited to MCL 324.11521. The Village reserves the right to construct a fence as may be needed to protect the Property or to maintain the Property's registration as a composting facility.

9. **Use of Compost Material.** Breuninger may remove the Leaves or composted material created by the Leaves, upon consultation with the Village. The purpose of such consultation is to confirm that removal of the Leaves or composted material meets all, or will not violate any, of the requirements needed to maintain the registration of the Property as a composting facility.

10. **Indemnity.** To the extent permitted by law, the Village shall defend, hold harmless, and indemnify Breuninger against any claims or damages (including reasonable attorneys fees) Breuninger incurs because of this Agreement, except for those caused by Breuninger's gross negligence or intentional acts.

11. **Miscellaneous.** Breuninger represents that it is the owner of the Property and has authority to enter into and undertake all obligations required by this Agreement. Notices required by this Agreement shall be in writing and delivered to the parties at the addresses stated above by hand delivery or facsimile followed by first class mail, with service being effective upon delivery or sending. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties. This Agreement shall be construed in accordance with the laws of the State of Michigan. Time shall be of the essence in this Agreement. In any dispute over the terms of this Agreement, the

prevailing party is entitled to reimbursement of its costs for enforcing the Agreement, including reasonable attorneys fees, from the non-prevailing party.

**Village of Dexter**

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Shawn W. Keough  
Village President

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Courtney Nicholls  
Acting Village Manager

**Robert E. and Carol A.  
Breuninger Trust**

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Robert E. Breuninger  
Trustee

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Carol A. Breuninger  
Trustee

# 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, Acting Village Manager**  
**Date: September 3, 2014**  
**Re: OHM Scope for Border to Border Trail**

**Agenda:** 9/8/2014

**Item:** L-3

Attached for Council's review is a scope of services from OHM to complete the design and bid documents for the Border to Border Trail from Central Street to the end of the path from Dexter Huron Metropark. This work will also include paving the DPW driveway and the negotiated site improvements that were part of the sales agreement with Hafner Rentals LLC.

The project is expected to be bid in January for Spring 2015 construction.

Council is asked to approve the scope for a not to exceed amount of \$ 13,500.

September 3, 2014

VILLAGE OF DEXTER  
8140 MAIN STREET  
DEXTER, MI 48130

Attention: Ms. Courtney Nicholls  
Acting Village Manager

Subject: Village of Dexter  
**DPW DRIVEWAY AND BORDER TO BORDER TRAIL IMPROVEMENTS**  
Proposal for Engineering Design Services

Dear Ms. Nicholls:

OHM Advisors is pleased to submit this proposal for engineering services for driveway and trail improvements in the Village of Dexter.

### **PROJECT UNDERSTANDING**

In recent weeks, the Village of Dexter acquired additional property which enabled design and construction to move forward to complete pathway and driveway improvements adjacent to the existing DPW facility. The improvements will include the following:

- A 20-foot-wide asphalt driveway between Central Street and the existing asphalt driveway at the DPW gate
- A 10-foot-wide asphalt pathway immediately south of the driveway
- An asphalt parking lot for residents at 3616 Central Street
- Water Service and Sewer Service replacements to 3616 Central Street
- Storm sewer between the trail and the Village DPW detention basin
- Fencing, trees and associated restoration.

This project is intended to be bid in either fall or early winter with construction anticipated in spring of 2015. We have prepared a scope of service that will assist the Village in developing program materials, plans and specifications for bidding.

#### Project Planning Information

Earlier this year, OHM provided information on the anticipated costs related to this project. 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><u>Project Cost Summary</u></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>

**SCOPE OF SERVICE**

OHM proposes the following tasks to complete the design and bidding of the proposed improvements.

Base Plan Development

OHM will prepare a topographic survey of the area between Central Street and the DPW on the north side of the railroad tracks. This topographic data will be merged with existing topography obtained as part of Washtenaw County’s border to border trail project. The topographic survey work will consist of the following subtasks:

1. Existing features visible without excavation and ground elevations at 50 ft. intervals along the limits of the survey (i.e. driveways, culverts, utility poles, etc.).
2. Utility structures within the existing right-of-way will be inventoried. Rim elevation, pipe size, material, and invert elevation will be provided for sanitary and storm structures.
3. Individual trees over 6” in diameter will be located and shown on the survey.
4. Request facility maps from franchised utilities (gas, electrical, cable or telephone). Underground utilities will be shown based on record drawings.
5. Prepare a base plan in AutoCAD using this data and the existing data provided by Washtenaw County Parks and Recreation Commission.

Engineering Design

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

1. Prepare preliminary (70%) construction plans, showing line and grade of the proposed pavement, parking lots, fencing and tree replacements for Village review.
2. Prepare technical specifications and method of payment detailing materials, equipment, and labor necessary to perform the work.
3. Provide final copies of detailed construction plans to the Village for review.



4. Plan and attend one meeting with the Village to review contract documents prior to bidding.
5. Prepare an engineer’s opinion of probable construction costs.

Permitting

The project will require several permits for construction. The following tasks are proposed to achieve these.

1. Submit plans and specifications to MDOT Office of Rail and Amtrak for permitting. Coordination of the final project easements will be handled during the construction phase of the project.
2. Prepare soil erosion permit application as required to secure a permit from Washtenaw County. Permit applications will be completed with the Village as the responsible party.

Geotechnical Services

We have contacted G2 Consulting to obtain a scope of to collect geotechnical information within the project area. The services will include obtaining soil borings in the area of the proposed roadway to determine the thickness of asphalt millings.

Bidding

Upon completion of the design, the project will be bid. OHM proposes the following tasks for this phase:

1. Prepare bidding documents along with a project advertisement and post the digital files to MITN. Hard copies of the contract documents will be prepared only when requested by Contractors.
2. Log contractor questions and prepare addenda as necessary.
3. Attend a bid opening and prepare bid tabulation for the project.
4. Contact Contractor references and prepare a letter of recommendation for bid award to Village Council.

**DELIVERABLES**

OHM will provide the Village with the following:

- Digital plans and specifications for bidding purposes
- All noted permit applications
- Final opinion of probable cost

**FEE SCHEDULE**

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

<u>Task</u>	<u>Fee</u>
Base Plans .....	\$3,500.00
Engineering Design.....	\$6,500.00
Permitting .....	\$500.00
Geotechnical Services (Provided by G2).....	\$2,500.00
<u>Bidding.....</u>	<u>\$500.00</u>
<b>TOTAL DESIGN FEE.....</b>	<b>\$13,500.00</b>

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

**FURTHER CLARIFICATIONS AND ASSUMPTIONS**

The above fee is based upon the following assumptions:



1. Permit fees will be paid by the Village.
2. The original CDF plans will be utilized for portions east of the DPW building. Quantities for this work will be incorporated into the bidding documents.
3. Additional temporary or permanent easements will not be required for the work.

**SCHEDULE**

The project is intended for the Spring 2015 construction season. We anticipate the following schedule for the project:

<u>Task</u>	<u>Completion Date</u>
Topographic Surveys .....	August 2014
Draft Plans.....	Mid-September 2014
Final Plans .....	November 2014
Bid Letting.....	December 2014
Construction Date.....	March 2015

**CONTRACT TERMS AND CONDITIONS**

OHM Advisors Standard Terms and Conditions, dated March 2003, are incorporated into this proposal by reference. Section No. 7 is omitted per request of the Village.

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

Sincerely,

ORCHARD, HILTZ & McCLIMENT, INC.

  
 Rhett A. Gronevelt, P.E.  
 Principal

  
 Patrick Droze, P.E.  
 Project Engineer

**Village of Dexter**  
**Village of Dexter DPW and Border to Border Trail**  
**Design Phase Engineering Services**

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

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title:

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

# VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

## MEMO

**To: Village Council**  
**From: Shawn W. Keough, Village President**  
**Date: September 3, 2014**  
**Re: Recommendation to approve Village Manager Contract**

**Agenda: 9/8/2014**

**Item: L-4**

Provided for consideration by Council is an Employment Agreement for Village Manager of the Village of Dexter. As I mentioned at the August 25, 2014 Council meeting, I am recommending that we enter into an agreement with Courtney Nicholls to be our new Village Manager.

On September 3, 2014, Trustee Knight, Finance Director Marie Sherry and I met to discuss and prepare the attached Village Manager Employment Agreement. The employment agreement is being presented by the 3 of us for Council consideration. The proposed starting salary is \$73,000 per year. Ms. Nicholls does not prefer to have a car allowance, so the proposed starting salary is slightly higher than the low end of the range (\$70,000 to \$85,000) that Council has identified for the Village Manager position. The agreement also provides for 5% of her salary to be paid into retirement savings plans as outlined in the agreement.

Courtney Nicholls has been employed by the Village of Dexter as the Assistant Village Manager since September 10, 2007. She has been the Acting Village Manager since August 1, 2014.

Please feel free to contact me with any questions regarding this recommendation.

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

This is an Employment Agreement (the “Agreement”), made and entered into on September 8, 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**, It is the desire of the employer to employ Nicholls as Village Manager of the Village of Dexter, subject to the terms and conditions herein provided; and

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

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

**SECTION 1 DUTIES**

Ms. Nicholls agrees to serve the Village of Dexter in the manner and according to the duties and responsibilities prescribed for the Village Manager by the Village President, 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 will commence September 8, 2014. The current term of employment under this Agreement will continue to June 30, 2015, at the pleasure of the Employer.
- B. In the event written notice of termination is not given by either party of this Agreement 30 days prior to its expirations date as hereinafter provided, the Agreement shall be extended on the same terms and conditions as herein provided, for an additional period up to one year.
- C. 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.
- D. 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 TERMINATION AND SEVERANCE PAY**

In the event Nicholls is terminated by the Council without stated cause before expiration of this Agreement and during such time that Nicholls is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Nicholls a lump cash payment equal to three months salary during the first year; five months salary during the second year; six months salary during the third year and subsequent years of employment. Nicholls shall also be compensated for all earned and unused vacation, holidays, pension and insurance benefits accrued up to the date of her employment. In the event Nicholls is terminated for cause, Employer shall have no obligation to make the lump sum cash payment herein provided.

For the purpose of this provision "Cause" shall be construed to mean [1] commission of criminal offense, and / or [2] having been charged with any act involving moral turpitude, which the Council has reasonable grounds to believe, is true, and / or [3] the willful and habitual failure to perform duties and responsibilities in the manner prescribed by the Council.

### **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 \$73,000, 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 prior to the end of the fiscal year, with the next review scheduled for April 2015. The Village Manager position is considered exempt from overtime or compensatory time.

### **SECTION 7 PERFORMANCE EVALUATION**

The Council 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 Council sees fit. Further, the President and the Village Council shall provide Nicholls with a summary of the Council's evaluation of performance and provide an adequate opportunity for Nicholls to discuss the evaluation with Council.

Annually, Council and Nicholls shall define the goals and performance objectives that they determine necessary for the proper operation of the Village of Dexter and in the attainment of the Council's objectives. The Council working with Nicholls shall also establish priority among those various goals and objectives and attempt to reasonably ensure they are attainable within the annual operating and capital budgets adopted by the Council.

## **SECTION 8 FRINGE BENEFITS**

**Vacation Time** - Nicholls shall be credited with twenty [20] days vacation leave annually on her anniversary date. In the event that Nicholls does not complete the year her vacation time will be prorated. The balance available will be determined by the total days received annually divided by 12 months, which is accrued on the first day of each month. Vacation time will be used in the year accrued except that five [5] days may be carried forward to the next year.

**Sick Time** - Nicholls shall receive twelve [12] 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. Accrued sick leave hours will not be paid out under any other circumstances.

**Insurance Benefits** – Except as otherwise provided in this Agreement, the Employer agrees to provide Nicholls the comprehensive health, dental, life (\$50,000) and short term disability insurance, 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 hospitalization, surgical and 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 cost of coverage for a single person up to a maximum annual payment of \$3,500.00.

**Retirement** – The Employer agrees to contribute to the MERS defined contribution program for Nicholls at a rate of 4% of salary, with an additional 1% of salary directed to ICMA.

## **SECTION 9 PROFESSIONAL DEVELOPMENT**

- a. Professional Growth: 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, as authorized by the Village President, and limited only by the employer's budget.

### **SECTION 10 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 11 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 Village Manager.

### **SECTION 12 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 Drive
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  
Village Manager

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Approved by Village Council at their regular meeting on \_\_\_\_\_, 2014