

**VILLAGE OF LEXINGTON  
VILLAGE COUNCIL  
RULES OF PROCEDURE POLICIES**

These Rules of Procedure Policies are set forth as provided for in Chapter 5 of Public Act 3 of 1895 *The General Law Village Act*, being Section 5 (1) of 65.5 which states that the Council shall prescribe the rules of its own proceedings. Further, it is intended that this manual will provide for the efficient and uniform application of procedures for the Village of Lexington, where such procedures have not been provided for under state law.

At the January 23, 2006 Regular Council meeting these Rules of Procedure Policies were adopted unanimously by Elva Mills, Tom Constantineau, Jim Gresock, Charlene Hasper, John Lombardi and Dan Maliniak.

**Roles of Elected and Appointed Officials:**

**Duties of the Chief Executive Officer**

The President shall be the Chief Executive Officer of the Village. He or she shall preside at the meetings of the Council. The President shall be considered a member of the Council and shall have the right to vote upon any question and make motions before the Council. He or she shall from time to time give the Council information concerning the affairs of the corporation, and recommend measures which he or she considered expedient. The President shall exercise supervision over the affairs of the Village and over the public property belonging to the Village and shall see that the laws relating to the Village and the ordinances and regulations of the Council are enforced.

**Duties of the Council**

The Council members shall be responsible for setting policy regarding the operations of the Village. Lexington Village officials shall be dedicated to making the Village of Lexington a better place in which to live. All decisions shall be made based on what is good for the community. Using intelligence, common sense, energy and good will all officials will perform the duties of their respective offices with the intent of providing and maintaining a safe environment and a continuum of public services to all of our residents.

The compensation for the President and Council Manager shall be determined by the Ordinance set forth in the Code of Ordinances for the Village of Lexington in Chapter 2, which may be amended from time to time.

### **Duties of Village Manager**

The Manager shall report directly to the Village President on all matters regarding the fiscal and operational issues related to the Village. The Village Manager is the Chief Administrative Officer of the Village. The Manager shall supervise staff and implement Council policy within the budget approved by Council.

Compensation for the Village Manager will be determined by the employment contract as approved by Council.

### **Section 1: Election of Officers**

1.1 As provided for in General Law Village Act, PA 3 of 1895, 65.3 Sec 3 (1) On October 1 of election years the Council shall appoint 1 of their number president pro tempore. In the absence of the both the President and the President Pro Tempore, the member with the longest current period of continuous service on the Council presides {GLV Act 3, 65.3 Sec 3 (2)}. 1.2 At the October 1 meeting of the Council, the President shall present his/her recommendations for Council Committee assignments for the approval of the Village Council {GLV Act 3, 65.3 Sec 3 (2)}.

### **Section 2: Agenda Preparation**

2.1 An agenda for each ~~Committee of Council~~ and regular Council meeting shall be prepared by the Village Manager/Village Clerk with the President approving the final document for distribution.

~~2.2 All substantive items of business where Council action may be required must first be referred to a Committee of Council before being placed on Council agenda.~~

2.3 Items to be reviewed by a ~~Committee of Council~~ and/or Council must be submitted to the Village Clerk by four (4) PM the Wednesday prior to the scheduled ~~Committee/Council~~ meeting. The item to be reviewed must be accompanied by adequate information so the ~~Committee~~ Council may have enough information to give it appropriate study. The item and accompanying material will then be reviewed by the Village Manager and approved or rejected by the Village President based on the information provided.

2.4 Any Council member has the right to add items to the ~~Committee~~ Council agenda before it is distributed.

- 2.5 No items may be added to the ~~Committee~~ *Council* agenda after its distribution without a majority vote of approval by council members.
- 2.5 The Village President or Village Manager may in emergency situations add items to the agenda at the regular Council meetings by a majority vote of Council members present.
- ~~2.6 Items not on the Committee of the Whole agenda, may not be placed on the Council agenda except in cases of emergency~~

### **Section 3: Council Meeting & Procedures**

- 3.1 In accordance with PA 3 of 1895 as amended the Council shall hold at least 1 regular meeting monthly for the transaction of business. The annual meeting schedule will be set before the January meeting of each year and shall be posted publicly in four locations within the Village.
- 3.2 The Council shall hold it's meetings in the Lexington Community Center Council Chambers, 6964 Huron Avenue, Lexington, Michigan and the Clerk shall make public notice which shall include the time, date, and place of the meeting as required by Act 267 of 1976.
- 3.3 Any motion which results authorization to expend funds must be voted by roll call.
- 3.4 Four (4) members of the Council shall constitute a quorum for the transaction of business at all Council meetings. In the absence of a quorum, any number of members less than a quorum may adjourn any regular or special meeting to a later date of not later than one (1) week, or may compel the attendance of absent members {GLV Act 3, 65.5 Sec 5 (1)}.
- 3.5 For the rescheduled regular or a special meeting of the Council, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting in four (4) public locations as follow:  
1. LMMHP, 2. Moore Library, 3. Village Hall, 4. Jeff's Marketplace and the website.

3.6 The notice procedure is not required for a meeting of the Council in emergency session in the event of a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the Council determine that delay would be detrimental to the Village's efforts in responding to the threat.

3.7 Regular meetings shall be held on the 4<sup>th</sup> Monday of each month, except as approved by a majority vote of the Council, with attendance being mandatory. Requests for excused absences shall be submitted to the Council through the Clerk's office, in writing, in advance except in emergency situations. Excused and unexcused absences shall be determined by vote of the Council utilizing the following guidelines:

- a. In the event a member must excuse themselves from a regular Village Council meeting, the responsibility for reporting such absence will reside exclusively with the member, unless such absence makes it impossible to report in a personal and timely manner.
- b. Reporting of such an absence must be made known at the earliest opportunity. Reporting of an absence shall be first to the Village Council President. Should the President be unavailable, the reporting of an absence will then be reported to the President Pro-Tempore, Village Clerk or any member of the Village Council, in that order.
- c. Should an emergency condition arise that prohibits the member from reporting the absence in a timely fashion, the member must at the earliest opportunity report directly to the President, stating in clear terms the reason for the absence and delay in reporting.
- d. All absences will be reviewed at the appropriate Council meeting. Council members shall by simple majority vote, determine whether the absence is excused or unexcused. The affected member will be excluded from the voting process even if present during the review.

3.8 If any business arises after the Regular Meeting that requires Council action, a Special Meeting may be called by the Clerk at the request of the President or a majority of the Council members. All meetings of the Village Council shall be in accordance with the State Law and the Michigan Open Meeting Act 267 of 1976. Written notice and an agenda stating each matter

to be considered at the Special Meeting shall be given to each Council member and the President, unless the entire Council and President are present and waive notice. No business shall be conducted at any special meeting unless the same has been stated in the notice of such meeting.

3.9 Workshop meetings shall be held at the direction of the President and shall be designated as a workshop meeting. Council member's attendance shall not be mandatory. Each Council member, however, must take it upon themselves to remain current and updated on these council activities. No business shall be conducted at a Workshop meeting that requires a vote of the Council.

3.10 The Village Council, by a majority vote, will set Public hearings to be heard in from the Village Council at least one Meeting prior to such public hearing or as outlined by the Charter, Ordinance, or statute. No public hearing will be held in front of The Village Council without Council approval.

**3.11** The Council may meet in an emergency Session without complying with the Meeting Notice Posting Requirements, in the event that is necessary to hold a meeting to Deal with a severe and imminent threat to the health, safety or Welfare of the public when two –thirds of the members of the Council decide that the delay would be detrimental to the Village's Efforts in responding to the threat. (ref, PA 267 of 1976 Open Meetings Act, section 6)

**3.12** The agenda and supporting packet for a regularly scheduled Council meeting will be delivered to the location determined by each individual Council member no later than three (3) days prior to the meeting.

#### **Section 4: Voting Requirements**

4.1 No member of the Council shall vote on any question in which they have a financial interest or on any questions concerning their own conduct.

4.2 On all other questions pertaining to the common public interest, each member must vote when their respective name is called unless excused from the vote by unanimous consent of the remaining members of the Council in attendance. *(ref to the Point of Order GLV)*

- 4.3 Any Council member refusing to vote except when not so required by this section shall be found guilty of misconduct in office.
- 4.4 Roll Call votes shall be taken by the clerk with the motion maker being called first, the seconder of the motion called next and then followed by the remaining members called in random order.
- 4.5 The right to vote is limited to the members of council present at the time the vote is taken. Voting by proxy, electronically or by telephone is prohibited.
- 4.6 All voice votes shall be taken by "Yes" and "No" votes and the number of votes of each entered into the minutes.
- 4.7 A Roll Call vote shall be taken on the following items: all matters involving the finances or spending of village funds, all resolutions and ordinances, and contracts.

#### **Section 5: Minutes of Meetings and Agendas**

- 5.1 The Clerk shall attend the Council meetings and record all the proceedings and resolutions of the council in accordance with Section 64.5 of the General Law Village Act of 1895 as amended and the Open Meetings Act. In the absence of the Clerk, the Deputy Clerk or a member of the Council may be appointed to temporarily perform the clerk's duties.
- 5.2 A record shall be taken of all meetings and the actions taken at the meetings. The names of Council members present and absent will be part of the minutes. Additionally, any individual addressing the council shall have their names entered into the minutes. The minutes will be signed by the presiding officer and the clerk or scribe.
- 5.3 A separate set of minutes shall be taken by the clerk or designee of the council at closed sessions. These minutes will be retained by the clerk, and shall not be available to the public, and shall only be disclosed if required by a civil action, as authorized by the Michigan Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

5.4 The Clerk will make available a synopsis showing the substance of each separate decision of the Council or the entirety of the Council proceedings at each meeting. The document shall indicate the vote of the Council members.

5.5 Minutes approved by Council shall be posted in four (3) places:  
1. LMMHP, 2. Moore Library, 3. Village Hall, and Village Website within eight (8) days after the approval as required by the Open Meeting Act, 1976 PA 267; MCL15.269. Copies of the minutes shall be available for public inspection at the Village offices during regular business hours.

5.6 All meetings of the Village Council will be recorded and the recordings will be kept until minutes are approved.

5.7 The Council President, Committee Chairperson, and the Village Manager are permitted and encouraged to review draft minutes for technical accuracy and clarity. Clerical staff is permitted to review a peer's draft minutes for grammatical correctness.

## **Section 6: Ordinances and Resolutions**

6.1 Ordinances proposed for adoption shall relate to no more than one subject, and that subject shall be clearly stated in its title.

6.2 A vote on all ordinances and resolutions shall be taken by roll call vote and entered in the minutes unless it is a unanimous vote.

## **Section 7: Maintaining Order**

7.1 The presiding officer shall have primary responsibility for enforcing these rules of procedure and for enforcing orderly conduct at meetings. The Village President is ordinarily the presiding officer.

7.2 All Council members shall have the responsibility to preserve order and will refrain from conducting themselves in a manner, overtly or covertly, that will delay, impede or interrupt the proceedings of the Council.

- 7.3 The presiding officer has the responsibility to recognize a Council member's right to speak before the body.
- 7.4 No member shall speak more than once on the same question unless every member desiring to speak to that question shall have had the opportunity to do so.
- 7.5 Council members may speak to a question for no more than five (5) minutes unless all members unanimously agree to extend the time period.
- 7.6 During the Council discussion and debate, no member shall speak until recognized by the chair. After such recognition, the member shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the Chair, maintain a courteous tone and avoid interjecting a personal note into the debate.
- 7.7 Each Council member shall have the right to speak on any subject before the Council unless precluded by ethical, financial or legal conflicts or subjects concerning their personal conduct.
- 7.8 Any member, duly recognized shall be allowed to speak on the topic under discussion for the prescribed time and be interrupted only if a point of order is raised. If a member is judged to be out of order, he/she must change their remarks or surrender the right to continue speaking.
- 7.9 The President may call to order any person who is being disorderly. Behaviors which will be considered disorderly: speaking longer than the allotted time or using vulgarities, failing to be germane, speaking out of order or otherwise disrupting the proceedings. Such person shall be seated until the Chair determines the person is in order again. If the person shall continue to be disorderly and disrupt the meeting, the Chair may order the Sergeant at Arms to remove the person from the meeting.
- 7.10 The Lexington Village Council has adopted Robert's Rules of Order and will continue to conduct meetings following these procedures. The Chair shall decide all questions under this parliamentary authority, subject to appeal and reversal by a majority of the council members present. The Village President may appoint a parliamentarian.



## Section 8: Committees

8.1 The Village of Lexington shall have the following standing committees:

~~Committee of the Whole~~

~~Composed of the entire Council~~

~~Purpose: To guide the Council in decisions regarding, Operations  
Financial issues for the Village of Lexington.~~

~~Village President will shall act as the Chairperson.~~

Personnel Committee –

Village President Chairperson,

Two council members appointed by the President

Purpose: To review and provide over sight on hiring, employment  
practices, and personnel policies of the Village.

8.1.5 Meeting Schedule – Regular Committee meetings shall be scheduled at a  
time and day agreed upon by all members of that committee.

8.1.6 Other Committees, Commissions, and Boards Appointed by Council.

Planning Commission: shall be a commission appointed by Council and  
exists in conformance with Public Act 285, MCL 125.31 to 125.45, and Village  
of Lexington Code of Ordinances Chapter 50, and the Planning  
Enabling Act of 2003.

Purpose: To prepare and approve the Master Plan and assure its  
implementation through zoning and site plan reviews.

Downtown Development Authority: shall be an authority created and  
appointed by Council and exist in conformance with MCL Public Act 197 of  
1975, Section 125.1654, and Village of Lexington Code if Ordinances  
Chapter 26.

Purpose: To improve and enhance the property values in the district  
while increasing commerce.

Cemetery Board: Exists in conformance with Public Act 3 of 1895 as  
amended 67.55.

Purpose: To care for and manage the cemetery grounds.

Parks and Recreation Committee: Established in accordance with Chapter 42 of the Lexington Code of Ordinances.

Purpose: To insure adequacy of parks and recreational activities for area residents.

Environmental Committee

Composed of seven members, which includes one member from Council and six residents.

Purpose – to maintain and improve the environmental health of the Village

Zoning Board of Appeals

Composed of three members appointed by the Village Council and two alternates also appointed by the Village Council

Purpose: To hear and decide requests for variances from the strict terms of the zoning ordinance.

Fire Department Oversight Committee

Composed of three members, Fire Chief, the Village President and one resident appointment by the Village President

Purpose: Its purpose is the preservation and protection of life and property from and during any fire, disaster, or emergency that may occur, and to provide emergency medical assistance in our service areas.

MHP ADVISORY BOARD

Composed of seven members, two council, two full time residents, two part time residents and one full time Village resident. Purpose

– To identify the problems work out solutions and make recommendations to Council.

- 8.2 All Committees, Commissions, Authorities and Boards of the Village shall be governed by Roberts Rules of Order
- 8.3 Committee members shall be recommended for appointment and voted on by Council except where a public act or local ordinance provides for an alternate process.
- 8.4 Committee members will be expected to attend all meetings of their respective committees.

- 8.5 Committee members who have unexcused absences for three (3) consecutive regularly scheduled meetings and/or work sessions during their appointed term shall be deemed to have vacated his/her seat and will be removed from the seat. Exceptions will be considered if they are due to the conduct of other business related to Village Council activities or sickness.
- 8.6 Ad-hoc/Special Committees may be appointed by the Village President or by a resolution of the Council; to study specific matters and a time limit shall be placed upon the length of the study. Committees will make regular reports to the council at predetermined times. All committee recommendations shall be in written form and copies made available to each member of the Council in their respective Council Packets.
- 8.7 Rule of Procedure Policies applies to Council appointed committees.

**Section 9: Citizen Participation**

- 9.1 Each regular council meeting agenda shall provide for reserved time for audience participation.
- 9.2 If requested by a member of the council, the presiding officer shall have discretion to allow a member of the audience to speak at times other than reserved time for audience participation.
- 9.3 Any person who addresses the Village Council during a council meeting or public hearing shall be limited to three (3) minutes in length per individual presentation. The clerk will maintain the official time and notify the speakers when their time is up.
- 9.4 When a person addresses the Village Council, he or she shall state his or her name and home address. Remarks should be confined to the question at hand and addressed to the chair in a courteous tone. No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak.

## **Section 10: Amending Procedure Policies of Council**

**10.1** This policy can be revised with a vote of two-thirds of the Council membership. Supplements will be distributed in order to assure that the policy manuals will always be kept current.

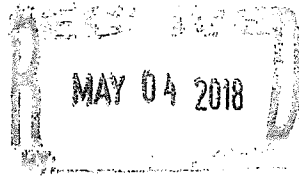
**10.2** The rules and procedures of the Village Council may be suspended for a good cause for specified portion of a meeting by two thirds (4) vote of the entire Council.

**10.3** These rules and procedures shall control unless preempted by the Village Charter, State Laws or the courts.

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**Amended and approved by Council 1/23/12**





April 30, 2018

To Whom It May Concern

I am resigning my position as Sexton of the Lexington Municipal Cemetery as of April 30, 2018. I want to thank the Cemetery Board, Village of Lexington Office Staff and the DPW for their support and co-operation. Thank you.

Regards,  
Thomas Regan



# PROCLAMATION

## A PROCLAMATION FROM THE VILLAGE OF LEXINGTON RECOGNIZING THE FAITHFUL AND DEDICATED SERVICE OF TOM REGAN

**WHEREAS**, Tom Regan, has dedicated thirty eight years to this community and its residents: and

**WHEREAS**, Tom Regan has served the Village of Lexington residents as the Cemetery Sexton for the Lexington Municipal Cemetery: and

**WHEREAS**, Tom Regan, had a roll in the redesign of the Union Street Memorial Cemetery and the design of the Regan Section at the Lexington Municipal Cemetery.

**WHEREAS**, Tom Regan is also known the local historian; and

**NOW, THEREFORE BE IT RESOLVED THAT** the Village of Lexington offers Tom Regan its sincere gratitude and appreciation for his thirty eight years of service to the Village of Lexington and its residents.

**This Proclamation was introduced by Trustee \_\_\_\_\_ and supported by Trustee \_\_\_\_\_ -The Proclamation declared adopted by the following roll call vote:**

**AYES:**

**NAYS:**

**ABSENT:**

**Proclamation approved for adoption on this 21<sup>st</sup> day of May 2018**

\_\_\_\_\_  
**Kristen Kaatz, Village President**

\_\_\_\_\_  
**Beth Grohman, Village Clerk**





## PROCLAMATION

### CROSWELL LEXINGTON PIONEERS GIRLS POWER LIFTING TEAM

**WHEREAS**, the 2017-18 Croswell Lexington Pioneers Girls Power Lifting Team, under the Coaches, Sheila Klaas, Dennis, Klaas, Jim Fairchild is to be recognized and honored for their outstanding season; and

**WHEREAS**, the excellent performance, dedication and commitment of these young ladies, along with their coaching staff, have proven to be a source of admiration and inspiration to the citizens of Croswell and Lexington; and

**WHEREAS**, our two cities are proud of the record the Pioneers have earned with their hard work and good sportsmanship; and

**WHEREAS**, by its outstanding efforts, this spirited team prevailed and are the 2017-18 State Champions of the Michigan High School Power Lifting Association

**Jade Kellerman, Sydney Coleman, Karlie Robertson, Neenah Powell, Rhiannon Carter, Paige Burgess, Zoey Wolfe, Sara Jones, Maddie Seppo, Abby DeView, Meah McAllister, Corrina Parker, Ashlyn McNeill, Rylee Prowse, Tara Adams, Rebecca Lootens, Miya Willing, Tatiana Morales, Lena Stillson, Nicolette Loeding, Maddie Day, Andrea Kensley, Courtney Brooks, Allie Biscorner, Brianna Hammond, Morgan Nieghorn, Jayme Randolph, Kiera McNeill, Sarah Kautz, Vanessa Beals, Samantha Gross, Rachel Crawford, Annelise Jorde, Camille Stassens, Aly Chisholm, Selena Torrez, Mackenzie Morrison, Danille Martin, Olivia Amey, Sierra Garcia, Lexie Willing, Noelle Marinez, Taylor Bussey, Danielle Ripenbark, Rylie Kolakovich, Daysha Galvan, Emily Christian, Laurel Shaw, Nina Motoshima**

**NOW, THEREFORE, IT IS PROCLAIMED THAT**, the Village of Lexington congratulates the 2017-18 Croswell Lexington Pioneers Girls Power Lifting Team and their coaches for their outstanding accomplishments.

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Kristen Kaatz, Village President

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May 21, 2018







## PROCLAMATION

### CROSWELL LEXINGTON PIONEERS BOYS POWER LIFTING TEAM

**WHEREAS**, the 2017-18 Croswell Lexington Pioneers Boys Power Lifting Team , under the Coach Chris Zielinski, is to be recognized and honored for their outstanding season; and

**WHEREAS**, the excellent performance, dedication and commitment of these young men, along with their coaching staff, have proven to be a source of admiration and inspiration to the citizens of Croswell and Lexington; and

**WHEREAS**, our two cities are proud of the record the Pioneers have earned with their hard work and good sportsmanship; and

**WHEREAS**, by its outstanding efforts, this spirited team prevailed and are the 2017-18 State Champions of the Michigan High School Power Lifting Association

**Damian Arnold, Brayden Galbraith, Ben Marinez, Dylan Way, Joey Johnston, Wyatt Perry, Justin VanCamp, Brian Rau, Ethan McFarlane, Alex Hock, Daniel Barker, Dylan Doan, Max Terry, Jacob Sergent, Alex Devriendt, Benjamin Kelly, Gabe Seppi, and Coach Chris Zielinski**

**NOW, THEREFORE, IT IS PROCLAIMED THAT**, the Village of Lexington congratulates the 2017-18 Croswell Lexington Pioneers Boys Power Lifting Team and their coaches for their outstanding accomplishments.

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Kristen Kaatz, Village President

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May 21, 2018



April 22, 2018

To: Village of Lexington Council

Re: Utility Dept. Restructuring

As we had discussed prior to the submission of our bid proposal to Sanilac Twp., the village would need to bring on another full time employee in the utilities department, if we were awarded the contract to operate their system. We have just recently received notice from the township that we have been awarded the contract. This puts us in the position for the need to advertise for a person suitable for this role. In addition to this, we received notice last week from one of our existing DPW employee's that he will be leaving the village to take another Job elsewhere, which puts us in the position for the need to advertise for a person suitable to fill this position as well.

During discussions with President Kaatz about how to best fill these positions, it was asked if I would be willing to step into the Utilities Manager job position. With the upcoming challenges we will be facing with utilities, she expressed the benefit that she felt there would be with me not only coordinating operations with the water department, but coordinating operations with the DPW/Sewer department as well. I expressed some reluctance to this idea, as it would necessitate the need for me relinquishing my current position, as well as add a considerable list of challenges in finding the right personnel to fill positions moving forward. President Kaatz asked if I would come up with a scenario that would encompass the necessary position changes needed, which would enable the structure that she would like to see incorporated into the utilities department.

Below, and on the attached pages are the necessary changes that I see would need to take place, and positions that would need to be filled, before I would feel comfortable in implementing this plan.

1. Utilities Manager position - In order for me to move to this position, and spend time with day to day operations, as well as coordinate special projects in both the Water, and DPW/Sewer departments, we would need to fill my current position as WTP Manager. We currently have no existing employee's licensed to be able to step into this position on staff, so we will need to look outside of the village to fill this position. As such President Kaatz expressed concern that someone new coming into this role would need some years of mentoring to become completely self-sufficient in this role, and it was recommended that we come up with a split pay scale for this position for a new hire employee. We currently have a couple of outside prospects that would be able to fill this role. As Utility Manager I would serve as this positions mentor and backup operator.(SEE ATTACHED)
2. Sanilac Twp. Operations - Mickey has expressed the willingness to become the main operator for Sanilac Twp. for up to 20 hrs. per week, and be the floating operator with his time left over here in the village, moving between Water, DPW, and Sewer. His willingness to do this is based

upon the understanding that he could remain primarily stationed at the water plant, and keep moving up through the ranks as a WTP operator. This would allow for his future growth in that department. As Utility Manager I would also serve as this positions mentor and backup operator for Sanilac Twp.

3. DPW Operations - Jerry would remain the DPW Manager and lead the day to day operations of the DPW, and Sewer departments. We would hire a new DPW operator to fill the new vacancy, that will best fit the overall needs in the department now, and hopefully set up for growth for potential management of the department in the future. As Utilities Manager I would work closely with Jerry coordinating day to day operations, and special projects, and serve as the backup Waste Water operator.
4. Utilities Coordinator – Lastly as we are all well aware, there are many different visions and outlooks of councils and Village Managers, and they can change from election to election. This is another reason for my reluctance in taking on this new role. I am confident that I can perform the expectations of my current role as WTP Manager for most any council or manager that may come along during the rest of my career here with the village. This may or may not be the case as Utilities Manager. If I were to agree to relinquish my current position to take on this new role, and we fill the WTP Manager position with a new employee, It would be extremely unfair to whoever fills this position to be asked to be switched to another position should the Utilities Manager position not work out to everyone’s expectations. Due to this reason I would respectfully request a mutual personal agreement be made by resolution of council, that if for any reason either council or myself feel that the Utility Manager position has become unnecessary by future management, or the job goes beyond realistic expectations which I feel I am able to provide, that I would be able to move to the Utilities Coordinator position for the rest of my career. The Utilities Manager position could then be eliminated by the village, and the WTP & DPW Managers would become separate and sole department management as it is now. As Utilities Coordinator I would still be able to offer recommendations to the department heads, and be able to float between departments wherever I could best serve the village.

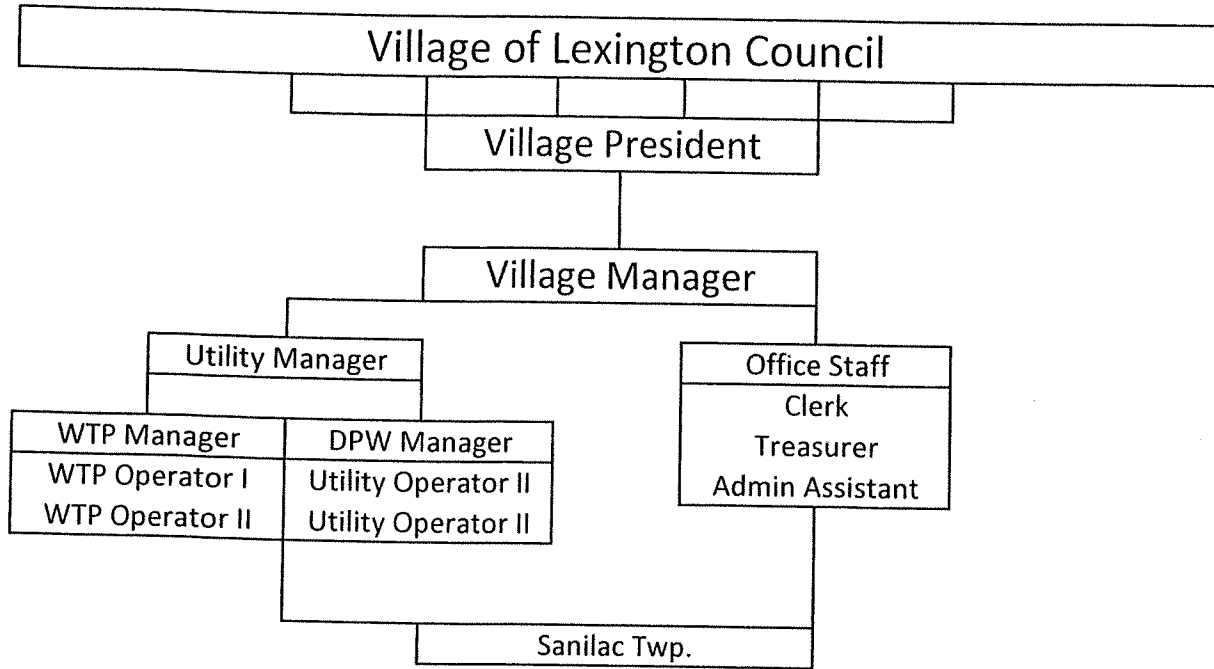
I see the role of this position as the potential to mentor the new staff, to prepare them for the many potential retirements that are possible within the next 8-10 years, as well as trying to facilitate and complete the many lingering shortfalls and projects we have been faced with for many years in both our water and sewer systems. Also attached are my thoughts on how chain of command could be structured, as well as the additional operating costs that the village would initially incur in the implementation of this process. Please note that these additional operating costs may be split out into many departments depending on the focus of what I’m asked to work on. I apologize that I am unable to attend tonight’s meeting to answer questions, but I have another obligation which had been planned for months.

Sincerely,

Christopher M. Heiden

Water Plant Manager

# Working Chain of Command



## **WATER TREATMENT PLANT MANAGER (New Hire)**

UNIT: Water/Sewer

REPORT TO: Utilities Manager, Village Manager, or Village President

**POSITION SUMMARY:** The Water Treatment Plant Manager is responsible for the operation and Maintenance of the Village's public water treatment and distribution systems, and the operations and maintenance of the water and wastewater lab facilities, and all tasks related thereto. This position supervises the staff assigned to the Water Treatment Plant, Water Distribution System, and Water/Wastewater Lab. This position holds the Michigan Department of Environmental Quality licenses required of the village to operate the Water Treatment Plant, Water Distribution System, and the Waste Water Treatment System.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Ability to operate and maintain the Water Treatment Plant to produce safe drinking water.
- Ability to operate and maintain the water distribution system.
- Ability to operate and maintain all lab operations.
- Responsible for all necessary documentation to assure the Water Plant, Water Distribution, and Lab operations remain in compliance with Federal and State regulations.
- Prepare reports required by oversight agencies, responds to customer inquiries and provides other information as requested by the Utilities Manager, Village Manager, or Village President. Attends Committee meetings and meetings of the Village Council as requested.

### **EDUCATION AND TRAINING REQUIREMENTS:**

- A high school diploma or its equivalent.
- The necessary Michigan Department of Environmental Quality educational points required to support the operational licenses.
- One years' experience in the operation of a water treatment plant.
- Knowledge of the basic principles of chemistry, biology and math.

## RELATED WORK EXPERIENCE REQUIREMENTS:

- Demonstrated experience in troubleshooting problems hindering the operation of public water utilities.
- Competent knowledge of the water treatment plant, water distribution system and laboratory operations.
- Knowledge of MDEQ and EPA rules and regulations.
- Must be computer literate and have working knowledge of Microsoft and other software programs.
- Ability to read and follow blueprints.
- Ability to keep accurate records.

## LICENSING REQUIREMENTS:

- Current State of Michigan F-2, S-2, L-2 and A-li licenses.

## OTHER REQUIREMENTS:

- Ability to work with minimum supervision.
- Ability to work with staff, contractors and the general public.
- Ability to communicate, verbally and in writing, in English.
- Must have reliable transportation, a valid Michigan driver's license with a CDL endorsement.
- Must have mechanical knowledge and skills.
- Physical requirements include lifting objects up to 50 pounds.
- Ability to climb and crawl to access equipment and facilities.
- Must have reliable access to messages or a personal phone.
- Must have satisfactory work experience and references.
- Ability to respond to, and remedy emergency situations, at any hour of the day.
- Ability to work scheduled weekends and holidays.
- Attends Committee meetings and meetings of the Village Council if requested.

## WATER TREATMENT PLANT MANAGER WAGES (New Hire):

November 1, 2017 - \$22.65

July 1, 2018 - \$23.45

## **WATER TREATMENT PLANT MANAGER (6 Year)**

UNIT: Water/Sewer

REPORT TO: Utilities Manager, Village Manager, or Village President

**POSITION SUMMARY:** The Water Treatment Plant Manager is responsible for the operation and Maintenance of the Village's public water treatment and distribution systems, and the operations and maintenance of the water and wastewater lab facilities, and all tasks related thereto. This position supervises the staff assigned to the Water Treatment Plant, Water Distribution System, and Water/Wastewater Lab. This position holds the Michigan Department of Environmental Quality licenses required of the village to operate the Water Treatment Plant, Water Distribution System, and the Waste Water Treatment System.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Ability to operate and maintain the Water Treatment Plant to produce safe drinking water.
- Ability to operate and maintain the water distribution system.
- Ability to operate and maintain all lab operations.
- Responsible for all necessary documentation to assure the Water Plant, Water Distribution, and Lab operations remain in compliance with Federal and State regulations.
- Prepare reports required by oversight agencies, responds to customer inquiries and provides other information as requested by the Utilities Manager, Village Manager, or Village President. Attends Committee meetings and meetings of the Village Council as requested.

### **EDUCATION AND TRAINING REQUIREMENTS:**

- A high school diploma or its equivalent.
- The necessary Michigan Department of Environmental Quality educational points required to support the operational licenses.
- Six years' experience in the supervision of the Lexington Water Treatment Plant.
- Knowledge of the basic principles of chemistry, biology and math.

## RELATED WORK EXPERIENCE REQUIREMENTS:

- Demonstrated experience in troubleshooting problems hindering the operation of public water utilities.
- Competent knowledge of the water treatment plant, water distribution system and laboratory operations.
- Knowledge of MDEQ and EPA rules and regulations.
- Must be computer literate and have working knowledge of Microsoft and other software programs.
- Ability to read and follow blueprints.
- Ability to keep accurate records.

## LICENSING REQUIREMENTS:

- Current State of Michigan F-2, S-2, L-2 and A-li licenses.

## OTHER REQUIREMENTS:

- Ability to work with minimum supervision.
- Ability to work with staff, contractors and the general public.
- Ability to communicate, verbally and in writing, in English.
- Must have reliable transportation, a valid Michigan driver's license with a CDL endorsement.
- Must have mechanical knowledge and skills.
- Physical requirements include lifting objects up to 50 pounds.
- Ability to climb and crawl to access equipment and facilities.
- Must have reliable access to messages or a personal phone.
- Must have satisfactory work experience and references.
- Ability to respond to, and remedy emergency situations, at any hour of the day.
- Ability to work scheduled weekends and holidays.
- Attends Committee meetings and meetings of the Village Council if requested.

## WATER TREATMENT PLANT MANAGER WAGES (6 Year):

November 1, 2017 - \$25.65

July 1, 2018 - \$26.45



## UTILITIES MANAGER

UNIT: Water Department and Department of Public Works

REPORT TO: Village Manager, or Village President

**POSITION SUMMARY:** The Utilities Manager is responsible for assisting department managers with daily operations, policy recommendations, project planning, and oversight in the operation and maintenance of the Village's public utilities systems and all tasks related thereto, including the supervision of personnel, delivery of safe drinking water, treatment of waste water, and the maintenance of streets. This position assists with the oversight of staff assigned to the Water Treatment Plant, Department of Public Works, and any outside utility contracts the village may hold. This position holds the Michigan Department of Environmental Quality licenses required of the village to operate the Water Treatment Plant, Water Distribution System, and the Waste Water Treatment Lagoons.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Knowledge in the operation of the Water Treatment Plant to produce safe drinking water.
- Knowledge in the operation of the Waste Water Treatment Lagoons to assure lawful discharge of treated sewage.
- Assist with all necessary documents to assure the Water Plant and Waste Water Lagoons remain in compliance with federal and state regulations.
- Assists in the operation of the waste water collection system.
- Assists in the operation of the drinking water distribution system.
- Assists in the maintenance of the streets under the jurisdiction of the Village to assure safe travel.
- Oversees the performance of outside contracts.
- Ability to safely operate the heavy equipment that the village has at its disposal to carry out the day to day functions of the village.
- Assist with project planning, funding, engineering, and construction.
- Assist with preparation of reports required by oversight agencies, responds to customer inquiries and provides other information as requested by the Village Manager, Village President or other Village Committee's. Attends committee meetings and meetings of the village council as requested.

#### EDUCATION AND TRAINING REQUIREMENTS:

- A high school diploma or its equivalent.
- The necessary Michigan Department of Environmental Quality educational points required to support the operational licenses.
- Six years' experience in the operations of a Water Treatment Plant, Water Distribution System, and a Wastewater Treatment Lagoon's system.
- Knowledge of the basic principles of chemistry, biology, and math.

#### RELATED WORK EXPERIENCE REQUIREMENTS:

- Demonstrated experience in troubleshooting problems hindering the operation and/or the delivery of public utilities.
- Competent knowledge of the Water Treatment Plant, Water Distribution System, and Wastewater Treatment Lagoon's production and operations.
- Knowledge of MDEQ and EPA rules and regulations.
- Must be computer literate and have working knowledge of Microsoft and other software programs.
- Ability to read and follow blueprints.
- Ability to keep accurate records.

#### LICENSING REQUIREMENTS:

- Current State of Michigan F-2, S-2, L-2 and A-li licenses.

#### OTHER REQUIREMENTS:

- Ability to work with minimum supervision.
- Ability to work with staff, contractors, and the general public.
- Ability to communicate, verbally and in writing in English.
- Must have reliable transportation, a valid Michigan driver's license.
- Must have mechanical knowledge and skills.
- Physical requirements include lifting objects up to 50 pounds.
- Ability to climb and crawl to access equipment and facilities.
- Must have reliable access to messages or a personal phone.
- Must have satisfactory work experience and references.
- Ability to work scheduled weekends and holidays.

#### UTILITIES MANAGER WAGES:

November 1, 2017 - \$27.86 per hour

July 1, 2018 - \$28.56 per hour

## **UTILITY OPERATIONS COORDINATOR**

UNIT: Water Department and Department of Public Works

REPORT TO: Utilities Manager, Water Plant Manager, or DPW Manager

**POSITION SUMMARY:** The Utilities Operations Coordinator assists utilities management in the operation and maintenance of the Village's public utilities systems and all tasks related thereto, including the delivery of safe drinking water, treatment of waste water, and the maintenance of streets. This position coordinates work assignments, and oversees staff assigned to such projects that work in the Water Treatment Plant and Department of Public Works. This position holds the Michigan Department of Environmental Quality licenses required of the Village to operate the Water Treatment Plant, Water Distribution System, and the Wastewater Treatment Lagoon's.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Ability to operate the Water Treatment Plant to produce safe drinking water.
- Ability to operate the Waste Water Treatment Lagoons to assure lawful discharge of treated sewage.
- Ability to operate the water/wastewater lab.
- Ability to operate the waste water collection system.
- Ability to operate the drinking water distribution system.
- Ability to maintain the streets under the jurisdiction of the Village to assure safe travel.
- Coordinate and oversee staff in the implementation of public works, or public utility projects/assignments.
- Ability to safely operate and maintain the heavy equipment that the village has at its disposal to carry out the day to day functions of the village.
- Prepare reports requested by management, respond to customer inquiries, and provide other information as requested by Utilities Management.

### **EDUCATION AND TRAINING REQUIRMENTS:**

- A high school diploma or its equivalent.
- The necessary Michigan Department of Environmental Quality educational points required to support the operational licenses.
- Two years' experience in the operation of a water treatment plant and a waste water treatment lagoon system.
- Knowledge of the basic principles of chemistry and biology.

#### RELATED WORK EXPERIENCE REQUIREMENTS:

- Demonstrated experience in troubleshooting problems hindering the operation and/or the delivery of public utilities.
- Competent knowledge of water treatment plant, and wastewater treatment lagoon's production and operations.
- Knowledge of MDEQ and EPA rules and regulations.
- Must be computer literate and have working knowledge of Microsoft and other software programs.
- Ability to read and follow blueprints.
- Ability to keep accurate records.

#### LICENSING REQUIREMENTS:

- Current State of Michigan F-3, S-3, and L-2 licenses.

#### OTHER REQUIREMENTS:

- Ability to work with minimum supervision.
- Ability to work with staff, contractors, and the general public.
- Ability to communicate, verbally and in writing in English.
- Must have reliable transportation, a valid Michigan driver's license with a CDL endorsement
- Must have mechanical knowledge and skills.
- Physical requirements include lifting objects up to 50 pounds.
- Ability to climb and crawl to access equipment and facilities.
- Must have reliable access to messages or a personal phone.
- Must have satisfactory work experience and references.
- Ability to work scheduled weekends and holidays.

#### UTILITY OPERATIONS COORDINATOR WAGES:

November 1, 2017 - \$24.92 per hour.

July 1, 2018 - \$25.67 per hour.

## Hourly Department Charges (Current)

4/21/2018

### Hourly Wage Charge Rates / Defined Pension

	Chris H	Gary M	Chester W
Wage/hr	\$26.70	\$19.06	\$16.55
Health Ins	\$5.97	\$5.97	\$5.97
Pension	\$7.43	\$7.43	\$7.43
Social Security	\$2.04	\$1.46	\$1.27
Workers Comp	\$0.27	\$0.27	\$0.27
Life Ins	\$0.21	\$0.16	\$0.16
MESC	\$0.15	\$0.15	\$0.15
<b>Total/Hourly</b>	<b>\$42.77</b>	<b>\$34.50</b>	<b>\$31.80</b>

### Hourly Wage Charge Rates / 457K

	Jerry S.	Lino M	Mickey	Total/Year
Wage/hr	\$19.29	\$14.21	\$19.31	
Health Ins	\$5.97	\$5.97	\$5.97	
401 K	\$1.16	\$0.85	\$1.16	
Social Security	\$1.48	\$1.09	\$1.48	
Workers Comp	\$0.27	\$0.27	\$0.27	
Life Ins	\$0.16	\$0.16	\$0.16	
MESC	\$0.15	\$0.15	\$0.15	
<b>Total</b>	<b>\$28.47</b>	<b>\$22.70</b>	<b>\$28.50</b>	<b>\$392,569.38</b>

## Hourly Department Charges (Proposed)

### Hourly Wage Charge Rates / Defined Pension

	Chris H	Gary M	Chester W
Wage/hr	\$27.86	\$19.06	\$16.55
Health Ins	\$5.97	\$5.97	\$5.97
Pension	\$7.43	\$7.43	\$7.43
Social Security	\$2.13	\$1.46	\$1.27
Workers Comp	\$0.27	\$0.27	\$0.27
Life Ins	\$0.21	\$0.16	\$0.16
MESC	\$0.15	\$0.15	\$0.15
<b>Total/Hourly</b>	<b>\$44.02</b>	<b>\$34.50</b>	<b>\$31.80</b>

### Hourly Wage Charge Rates / 457K

	Jerry S.	New Utility II	Mickey	New WTP Mng.
Wage/hr	\$19.29	\$16.55	\$19.31	\$22.65
Health Ins	\$5.97	\$5.97	\$5.97	\$5.97
401 K	\$1.16	\$0.99	\$1.16	\$1.36
Social Security	\$1.48	\$1.27	\$1.48	\$1.73
Workers Comp	\$0.27	\$0.27	\$0.27	\$0.27
Life Ins	\$0.16	\$0.16	\$0.16	\$0.16
MESC	\$0.15	\$0.15	\$0.15	\$0.15
<b>Total</b>	<b>\$28.47</b>	<b>\$25.36</b>	<b>\$28.50</b>	<b>\$32.29</b>

Sanilac Twp Contract \$49,800.00

Cost for the village to add a new employee able to work San Twp., and inside the village & restructure the Utilities Dept.

-\$25,495.74

**St. Claire Corporate Management, Inc.**  
**3901 Lakeshore Road**  
**Lexington, Michigan 48050**  
**38-2915122**

May 7, 2018

Ms. Kristen Kaatz, President  
Village of Lexington  
7227 Huron Avenue, Suite 1  
Lexington, MI 48450

Dear Ms. Katz:

This letter represents a proposal for the assignment of St. Claire Corporate Management, Inc. ("SCCM") by the Village of Lexington (the "Village") to provide consulting services relating to assisting you and the Village Manager in the preparation of a current Village Budget. Based on our discussions, it is initially estimated to take up to twenty hours to complete the assignment.

Fees for services will be based upon the actual number of hours incurred at an hourly rate of \$140, and for the estimated twenty hours will total \$2,800, which will be billed at the completion of the assignment. Such billings are due upon receipt. The hourly rate indicated is discounted from my normal rate of \$300, and is subject to adjustment should circumstances change. This is a personal services assignment; all work by SCCM will be performed by myself.

This assignment will be performed on a confidential basis. It is also understood that the assignment does not involve the application of an accounting principle to the Village's financial statements nor does it relate to the type of opinion rendered on such financial statements. In consideration of our agreement to act on the Village's behalf in connection with this assignment, the Village agrees to indemnify, hold harmless, and defend SCCM and its principal against any claims arising from any claimants relating to this engagement, including but not limited to reasonable fees of legal counsel. SCCM and principals shall not be liable to the Village for any loss or damage except such as is a direct result of SCCM's gross negligence or willful misconduct.

Ms. Kristen Kaatz  
May 7, 2018

If you are in agreement with the foregoing terms, please sign and date in acknowledgment in the space provided below. We appreciate this opportunity to be of assistance to the Village and look forward to working with you in this important matter.

Very truly yours,

**St. Claire Corporate Management, Inc.**

  
**John H. Groustra**

*Above Terms Agreed to and Accepted:*

**Village of Lexington**

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

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

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

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

**Village of Lexington 2018 Street Assessment**

**Recommendation on streets to redo,**

- 1. Dennisen from Main St. west to the end.
- 2. Boynton St. from Main St. west to Union St.
- 3. Barmilvian St. from Huron Ave. to Lake St. ( both roads )

<u>Astec Asphalt</u>	<u>Hess Asphalt</u>
\$95,500.00	\$205,570.00
\$54,500.00	\$80,590.00
\$31,000.00	\$48,500.00

**Street patch work,**

- 1. Henry St. ( 9x13 ) )
- 2. Vulcan St. ( 5x8 ) > \$3,200.00 )
- 3. Union St. & Lester St. ( 3x24 ) ) > \$1,500.00 )

**Crack Filling**

12,000 LF (all Village streets)	.65/LF-	\$7,800.00	1.20/LF-	\$9,998.00
<b><u>Village Hall Parking Lot</u></b> (front and back)		\$35,000.00		\$68,230.00
<b><u>Northshore Mobile Home Park</u></b> (crack fill and seal coat)		\$17,800.00		\$13,189.00

This is my recommendation along with the asphalt companies on the street maintenance to start. Also, I would like to recommend the Village start a street maintenance program to set aside a dollar amount for crack filling every year.

Jerry R. Scott  
 DPW Manager/Street Administrator





# Hess Asphalt Paving Co., Inc.

6330 Lapeer Road

Clyde Township, MI 48049

Phone: (810) 984-4466 · Fax: (810) 987-7240

todd@hessasphalt.com · www.hessasphalt.com

## RECENT PROJECTS

Blue Water  
Convention  
Center,  
Port Huron



Fifth Third Bank,  
Marysville



St. Clair County  
Community  
Mental Health,  
Capac



St. Clair County  
Road Commission,  
St. Clair County

Gander Mountain,  
Fort Gratiot

KOA Campground,  
Kimball

Lake Village  
Apartments,  
Port Huron

St. Clair Chevrolet,  
St. Clair

Amtrak Station,  
Port Huron

Hidden Pine Lake  
Subdivision,  
Kimball

CSI Financial  
Services,  
Port Huron

## PROPOSAL

<b>Proposal submitted to</b>	<b>Phone</b>	<b>Date</b>
VILLAGE OF LEXINGTON	810-359-8536	5/04/18
<b>Street</b>	<b>Job Name</b>	
	LEXINGTON RV MOBILE HOMES	
<b>City, State, Zip Code</b>	<b>Job Location</b>	
	LEXINGTON, MI	
<b>Contact Name</b>	<b>Job Fax</b>	<b>Email</b>

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: **ASPHALT WORK**

**TO INCLUDE: SEAL COAT ALL ROADS AND PATH TO BEACH (134,000 SF) & HOT RUBBER CRACK FILL**

- 1- POWER CLEAN LARGE CRACKS
- 2- APPLY HOT RUBBER CRACK FILLER TO 1,400 LF OF CRACKS
- 3- POWER CLEAN ASPHALT SURFACE
- 4- APPLY 1 HEAVY LAYER OF ASPHALT SEALER

*\* NOTE - PERMITS, TESTING & INSPECTIONS BY OTHERS*

We propose hereby to furnish material and labor, complete in accordance with above specifications, for the sum of: THIRTEEN THOUSAND ONE HUNDRED EIGHTY NINE Dollars ( \$13,189.00 )

Payment to be made as follows:

NET 15 DAYS FROM DATE OF INVOICE

A monthly finance charge of 1.5% (18% APR) will be added on all past due amounts

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized by:

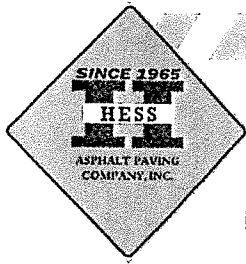
Todd Hess, Vice President

*\* NOTE: This proposal may be withdrawn by us if not accepted within 30 days.*

**Acceptance of Proposal** - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Date of Acceptance:** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_



# Hess Asphalt Paving Co., Inc.

6330 Lapeer Road  
Clyde Township, MI 48049  
Phone: (810) 984-4466 · Fax: (810) 987-7240  
todd@hessasphalt.com · www.hessasphalt.com

## RECENT PROJECTS

Blue Water  
Convention  
Center,  
Port Huron



Fifth Third Bank,  
Marysville



St. Clair County  
Community  
Mental Health,  
Capac



St. Clair County  
Road Commission,  
St. Clair County

Gander Mountain,  
Fort Gratiot

KOA Campground,  
Kimball

Lake Village  
Apartments,  
Port Huron

St. Clair Chevrolet,  
St. Clair

Amtrak Station,  
Port Huron

Hidden Pine Lake  
Subdivision,  
Kimball

CSI Financial  
Services,  
Port Huron

## PROPOSAL

Proposal submitted to	Phone	Date
VILLAGE OF LEXINGTON	810-359-8536	5/04/18
Street	Job Name	
	ASPHALT WORK 2018	
City, State, Zip Code	Job Location	
	LEXINGTON, MI	
Contact Name	Job Fax	Email

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: **ASPHALT WORK**

**TO INCLUDE: 3 ASPHALT PATCHES APPROX 240 SF (LESTER, VULCAN, HENRY)**

- 1- SAWCUT & REMOVE ASPHALT FROM SITE
- 2- FINE GRADE & COMPACT AGGREGATE BASE
- 3- FURNISH & PLACE 4" ASPHALT IN 2 LIFTS COMPACTING EACH LIFT

\* NOTE - PERMITS, TESTING & INSPECTIONS BY OTHERS

We propose hereby to furnish material and labor, complete in accordance with above specifications, for the sum of: ONE THOUSAND FIVE HUNDRED Dollars ( \$1,500.00 )

**TO INCLUDE: 12,000 LF HOT RUBBER CRACK FILLING VARIOUS SIDE STREETS**

- 4- POWER CLEAN LARGE CRACKS
- 5- APPLY HOT RUBBER CRACK FILLER TO 12,000 LF OF CRACKS

\* NOTE - PERMITS, TESTING & INSPECTIONS BY OTHERS

We propose hereby to furnish material and labor, complete in accordance with above specifications, for the sum of: NINE THOUSAND NINE HUNDRED NINETY EIGHT Dollars ( \$9,998.00 )

**TO INCLUDE: R & R BARMILVIAN (APPROX. 15,700 S.F.)**

- 6- PULVERIZE ASPHALT & REGRADE HAULING ANY EXCESS MATERIAL AWAY FROM SITE
- 7- FINE GRADE & COMPACT
- 8- MILL BUTT JOINTS AT BOTH ENDS
- 9- FURNISH & PLACE 2" 13A ASPHALT BASE COURSE & COMPACT
- 10- APPLY SS1H BOND COAT
- 11- FURNISH & PLACE 2" 13A ASPHALT WEARING COURSE & COMPACT

*\* NOTE - PERMITS, TESTING & INSPECTIONS BY OTHERS  
ROAD TO BE CLOSED TO THRU TRAFFIC*

We propose hereby to furnish material and labor, complete in accordance with above specifications, for the sum of: FORTY EIGHT THOUSAND FIVE HUNDRED Dollars ( \$48,500 .00 )

**TO INCLUDE: R & R DENISSEN ST. (APPROX. 57,700 S.F.)**

- 12- EXCAVATE ASPHALT & HAUL AWAY FROM SITE
- 13- FINE GRADE & COMPACT
- 14- MILL BUTT JOINTS AT BOTH ENDS
- 15- FURNISH & PLACE 2" 13A ASPHALT BASE COURSE & COMPACT
- 16- APPLY SS1H BOND COAT
- 17- FURNISH & PLACE 2" 13A ASPHALT LEVELING COURSE & COMPACT
- 18- APPLY SS1H BOND COAT
- 19- FURNISH & PLACE 2" 13A ASPHALT WEARING COURSE & COMPACT

*\* NOTE - PERMITS, TESTING & INSPECTIONS BY OTHERS  
ROAD TO BE CLOSED TO THRU TRAFFIC*

We propose hereby to furnish material and labor, complete in accordance with above specifications, for the sum of: TWO HUNDRED FIVE THOUSAND FIVE HUNDRED SEVENTY Dollars ( \$205,570 .00 )

**TO INCLUDE: R & R BOYNTON ST. FROM VULCAN TO MAIN ST.(APPROX. 20,000 S.F.)**

- 20- EXCAVATE ASPHALT & HAUL AWAY FROM SITE
- 21- FINE GRADE & COMPACT
- 22- MILL BUTT JOINTS AT BOTH ENDS
- 23- FURNISH & PLACE 2" 13A ASPHALT BASE COURSE & COMPACT
- 24- APPLY SS1H BOND COAT
- 25- FURNISH & PLACE 2" 13A ASPHALT LEVELING COURSE & COMPACT
- 26- APPLY SS1H BOND COAT
- 27- FURNISH & PLACE 2" 13A ASPHALT WEARING COURSE & COMPACT

*\* NOTE - PERMITS, TESTING & INSPECTIONS BY OTHERS  
ROAD TO BE CLOSED TO THRU TRAFFIC*

We propose hereby to furnish material and labor, complete in accordance with above specifications, for the sum of: EIGHTY THOUSAND FIVE HUNDRED NINETY Dollars ( \$80,590 .00 )

**TO INCLUDE: R & R VILLAGE PARKING LOT & FIRE DEPARTMENT PARKING LOT (APPROX. 23,150 S.F.)**

**28- EXCAVATE ASPHALT & HAUL AWAY FROM SITE**

**29- FINE GRADE & COMPACT**

**30- FURNISH & PLACE 2" 13A ASPHALT BASE COURSE & COMPACT**

**31- APPLY SS1H BOND COAT**

**32- FURNISH & PLACE 2" 13A ASPHALT WEARING COURSE & COMPACT**

**33- RESTRIPE IN PRESENT PATTERN**

*\* NOTE - PERMITS, TESTING & INSPECTIONS BY OTHERS*

We propose hereby to furnish material and labor, complete in accordance with above specifications, for the sum of: SIXTY EIGHT THOUSAND TWO HUNDRED THIRTY Dollars ( \$68,230 .00 )

**OPTIONAL- ADD EXTRA 3" ASPHALT BASE COURSE IN FRONT OF FIRE DEPARTMENT FIRE TRUCK DOORS**

**(THE SECTION OF PARKING LOT THEY DRIVE OVER TO GET TO THE STREET 1,800 S.F.)**

**ADD \$2,958.00**

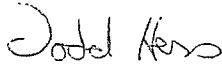
Payment to be made as follows:

NET 15 DAYS FROM DATE OF INVOICE

A monthly finance charge of 1.5%(18%APR) will be added on all past due amounts

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized by:



Todd Hess, Vice President

*\* NOTE: This proposal may be withdrawn by us if not accepted within 30 days.*

**Acceptance of Proposal** - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_



QUOTE  
Date: April 24, 2018

Astec Asphalt, Inc.  
4270 Toman Road  
Brown City, MI 48416  
Phone: (810) 346-2092  
Fax: (989) 635-0668  
info@astecasphalt.com  
*Celebrating 27 Years In Business!*

TO: Village of Lexington  
7227 Huron Ave., #100  
Lexington, MI 48450  
Tel: (810) 359-8241  
jerscodpw@gmail.com

**PROJECT: 2018 Pavement Projects - Streets**

QUANTITY	DESCRIPTION	
<b>Dennison Street</b>		
	<ul style="list-style-type: none"> <li>• Pulverize asphalt down, 6 inches</li> <li>• Re-grade and compact, and haul away excess material</li> <li>• Pave with 3 inches asphalt in 2 layers (1 1/2" 3C base material and 1 1/2" 13A topping material)</li> <li>• Apply bond coat between layers of asphalt</li> </ul>	
1 Lsum	Price from M-25 to Union Street: 1,310'x22'	\$47,500.00
1 Lsum	Price from Union Street west to end of street: 1,220'x24'	\$48,000.00
<b>Boynton Street</b>		
	<ul style="list-style-type: none"> <li>• Pulverize asphalt down, 6 inches</li> <li>• Re-grade and compact, and haul away excess material</li> <li>• Pave with 3 inches asphalt in 2 layers (1 1/2" 3C base material and 1 1/2" 13A topping material)</li> <li>• Apply bond coat between layers of asphalt</li> </ul>	
1 Lsum	Price from M-25 To Vulcan Street: 505'x30', 20'x25' intersection	\$25,800.00
1 Lsum	Price from Vulcan Street to Union Street: 790'x22'	\$28,700.00
<b>Barmilvian Street</b>		
	<ul style="list-style-type: none"> <li>• Pulverize asphalt down, 6 inches</li> <li>• Re-grade and compact, and haul away excess material</li> <li>• Pave with 3 inches asphalt in 2 layers (1 1/2" 3C base material and 1 1/2" 13A topping material)</li> <li>• Apply bond coat between layers of asphalt</li> </ul>	
1 Lsum	Price for Barmilvian Street: 44'x52', 12'x560', 12'x560	\$31,000.00
<b>Street Patches</b>		
	<ul style="list-style-type: none"> <li>• Mill edges, clean and cut down 3 inches</li> <li>• Pave with 3" asphalt in 2 layers</li> </ul>	
1 Lsum	Price for street patches: 3'x24' Union St., 8'x6' Vulcan St., 9'x13' Henry St.	\$3,200.00

**T o t a l**

Quotation prepared by: Todd Wendorf

This is a quotation on the goods named, subject to the conditions noted below: All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Customer is responsible for obtaining any necessary permits. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Full payment is required upon completion of project. After 30 days from completion, a service-finance charge, 2% per month (24% per annum), will be charged on all balances which become delinquent. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

To accept this quotation, sign here and return:

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



QUOTE

Date: April 24, 2018

Astec Asphalt, Inc.  
4270 Toman Road  
Brown City, MI 48416  
Phone: (810) 346-2092  
Fax: (989) 635-0668  
info@astecasphalt.com

TO:

Village of Lexington  
7227 Huron Ave., #100  
Lexington, MI 48450  
Tel: (810) 359-8241  
jerscodpw@gmail.com

*Celebrating 27 Years In Business!*

**PROJECT: 2018 Pavement Projects - Village Hall Parking Lots**

QUANTITY	DESCRIPTION	
1 Lsum	Asphalt reconstruction - Village Hall Parking Lots	\$35,000.00
	<ul style="list-style-type: none"> <li>• Pulverize asphalt, 8 inches down</li> <li>• Re-grade and compact, and haul away excess material</li> <li>• Pave with 3 inches asphalt in 2 layers (1½" 3C base material and 1½" 13A topping material)</li> <li>• Re-stripe to existing layout</li> </ul>	

**Total**      \$35,000.00

Quotation prepared by: Todd Wendorf

This is a quotation on the goods named, subject to the conditions noted below: All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. . Customer is responsible for obtaining any necessary permits. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Full payment is required upon completion of project. After 30 days from completion, a service-finance charge, 2% per month (24% per annum), will be charged on all balances which become delinquent. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

To accept this quotation, sign here and return:      Date: \_\_\_\_\_



QUOTE

Date: April 24, 2018

Astec Asphalt, Inc.
4270 Toman Road
Brown City, MI 48416
Phone: (810) 346-2092
Fax: (989) 635-0668
info@astecasphalt.com
Celebrating 27 Years In Business!

TO:

Village of Lexington
7227 Huron Ave., #100
Lexington, MI 48450
Tel: (810) 359-8241
jerscodpw@gmail.com

PROJECT: 2018 Pavement Projects - Mobile Home Park

QUANTITY DESCRIPTION

Table with 3 columns: QUANTITY, DESCRIPTION, and price. Row 1: 1 Lsum, Asphalt maintenance, \$17,800.00. Sub-items include: Clean cracks and fill with hot pour rubber, Patch (3) areas approximately 30 Sft. with asphalt: Clean and apply bond coat before patching, Seal coat roadways with latex sealer, Re-stripe to existing layout.

Total \$17,800.00

Quotation prepared by: Todd Wendorf

This is a quotation on the goods named, subject to the conditions noted below: All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. . Customer is responsible for obtaining any necessary permits. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Full payment is required upon completion of project. After 30 days from completion, a service-finance charge, 2% per month (24% per annum), will be charged on all balances which become delinquent. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

To accept this quotation, sign here and return: Date:

May 1, 2018

To: Village of Lexington Council

Re: Water Main Improvements Phase II & Emergency Repairs

Dear Council,

Preliminary repair costs to our water system, as a result of 2 significant water breaks we experienced this winter, have come in above our engineers estimated costs as presented to you a few months ago. We felt comfortable offering the additional work to the contractor (T.R. Pieprzak Contracting) which was awarded the bid for the original phase II water main improvements we solicited last fall. Considering they were low bidder out of the 5 other contractors that provided bids for the original work, we assumed that we would receive a fair bid. As it turns out they increased most of their prices considerably over what they bid on the original contract, so our engineers could not in good faith recommend awarding the additional work as quoted. We approached Pieprzak to see if they would work with us on the price, but were told that the quoted price was the best they could do at this time.

Our engineer decided to contact a couple of alternate contractors to see if a better quote was available. Out of 4 contractors contacted 3 were too busy, and 1 replied with an alternate bid. Robert Clancy Contracting submitted a bid \$13,753.40 less than T.R. Pieprzak's quote for the additional project. Even with the lower bid we have still come in \$86,110.24 more than what was budgeted for the entire project. We have a couple of choices.

1. Approve the additional expenditure of up to \$95,000 which includes a 10% contingency, Using T.R. Pieprzak for the original bid, and using Robert Clancy for the additional repair work needed. Repair work could be completed in June or August. Work on the original project will be started this week.
2. Approve the additional \$10,582.74 and complete the original phase II work, and then try to solicit additional bids for the repair work. This may or may not get us a better quote on the additional work, and would need to be put off until late fall.

Our engineer recommends option (1) stating that with the economy somewhat booming right now, prices are being driven up more and more every day, and waiting could have a negative effect on trying to save money on the project. We have the money for the additional costs in the water fund savings, as well as \$100,000 that was budgeted for a possible emergency connection to Great Lakes Water Authority. This project is progressing much slower than anticipated, and will more than likely not get finished during this fiscal year. Please advise on how you would like to move forward with this matter.

Sincerely,

Christopher M. Heiden



**Village of Lexington**  
Phase II water Main Improvements With Additions  
Estimated Costs / Actual Costs

Phase II Improvements	Engineer Estimated Cost	Actual Bid Costs / Pieprzak	Actual Bid Costs / Clancy
East Lester, Hubbard, Huron Engineering	\$187,854.00	\$227,404.56	\$227,404.56
Engineering	\$28,178.18	\$28,178.18	\$28,178.18
Total	\$216,032.18	\$255,582.74	\$255,582.74
Budgeted	\$245,000.00	\$245,000.00	\$245,000.00
Difference	\$28,967.82	-\$10,582.74	-\$10,582.74
Simons St. Addition Engineering	\$20,480.00	\$45,882.40	\$43,555.00
Engineering	\$3,072.00	\$3,072.00	\$3,072.00
Total	\$23,552.00	\$48,954.40	\$46,627.00
Union St. Addition Engineering	\$19,070.00	\$37,466.00	\$26,040.00
Engineering	\$2,860.50	\$2,860.50	\$2,860.50
Total	\$21,930.50	\$40,326.50	\$28,900.50
Grand Total Budgeted	\$261,514.68	\$344,863.64	\$331,110.24
Budgeted	\$245,000.00	\$245,000.00	\$245,000.00
Total Difference	-\$16,514.68	-\$99,863.64	-\$86,110.24

Amount Needed of Additional Expenditures for Emergency Repairs with 10% Contingency.

\$94,721.26

Townley  
Estimated Costs

**Village of Lexington**  
**Simons St. Watermain Improvements**  
 Opinion of Probable Construction Costs

Item No.	Item Description	Unit	Estimated		Total Price
			Quantity	Unit Price	
1	4" 45° Horizontal Bend	Each	0	\$275.00	\$0.00
2	8" Tapping Valve & Sleeve	Each	0	\$2,500.00	\$0.00
3	8" 90° Horizontal Bend	Each	0	\$300.00	\$0.00
4	8" 45° Horizontal Bend	Each	2	\$350.00	\$700.00
5	8"x8"x8" Tee	Each	0	\$500.00	\$0.00
6	8"x6"x8" Tee	Each	0	\$500.00	\$0.00
7	8" Cross	Each	0	\$278.00	\$0.00
8	8" x 4" Reducer	Each	0	\$350.00	\$0.00
9	8"x6" Reducer	Each	1	\$350.00	\$350.00
10	8" x 10" Increaser	Each	0	\$300.00	\$0.00
11	8" x 12" Increaser	Each	1	\$300.00	\$300.00
12	6" Coupler	Each	0	\$278.00	\$0.00
13	8" Coupler	Each	0	\$278.00	\$0.00
14	8" Cap	Each	0	\$278.00	\$0.00
15	8" Plug	Each	0	\$278.00	\$0.00
16	8" 11.5° Bend	Each	0	\$300.00	\$0.00
17	8" 22.5° Bend	Each	0	\$278.00	\$0.00
18	8" Valve & Box	Each	1	\$1,500.00	\$1,500.00
19	6" Hydrant (Complete Assembly)	Each	0	\$3,800.00	\$0.00
20	8" Watermain - Native Backfill Trench	LF	0	\$21.00	\$0.00
21	8" Watermain - Sand Backfill Trench	LF	100	\$31.00	\$3,100.00
22	8" Watermain Directional Bore	LF	0	\$72.00	\$0.00
23	Connection to Existing Watermain	Each	2	\$2,500.00	\$5,000.00
24	12" Corrugated Metal Pipe	Each	0	\$416.00	\$0.00
25	12" Storm Sewer HDPE	LF	0	\$30.00	\$0.00
26	12" Storm Sewer TEE UP Riser	Each	0	\$100.00	\$0.00
27	12" Storm Sewer Corrugated Metal Pipe	LF	0	\$30.00	\$0.00
28	Remove & Replace 5' Sidewalk	Sq. Feet	0	\$6.00	\$0.00
29	Remove & Replace Concrete Drives	Sq. Feet	0	\$10.00	\$0.00
30	Remove & Replace Asphalt Drives	Sq. Feet	220	\$6.00	\$1,320.00
31	Remove & Replace Gravel Drives	Sq. Feet	0	\$3.00	\$0.00
32	Remove & Replace Concrete Spillway	Sq. Feet	0	\$20.00	\$0.00
33	Remove & Replace Asphalt Roadway	Sq. Feet	565	\$8.00	\$4,520.00
34	Remove & Replace Type "F" Curb & Gutter	LF	10	\$55.00	\$550.00
35	1" Copper Water Services - Short	Each	1	\$1,300.00	\$1,300.00
36	1" Copper Water Services - Long	Each	0	\$2,000.00	\$0.00
37	2" Water Services	Each	0	\$2,500.00	\$0.00
37	Soil Erosion and Sedimentation Control	Lump Sum	1	\$500.00	\$500.00
38	Traffic Control	Lump Sum	1	\$500.00	\$500.00
39	Tree Trim	Per Day	0.0	\$2,000.00	\$0.00
40	Tree Removal 24" and Larger	Each	0	\$800.00	\$0.00
41	Tree Removal 24" and Smaller	Each	0	\$500.00	\$0.00
42	Restoration	LF	140	\$6.00	\$840.00
<b>Total Construction Cost</b>					<b>\$20,480.00</b>
Contingency 10%					\$2,048.00
Engineering					\$3,072.00
<b>Total Cost</b>					<b>\$25,600.00</b>

NOTES:

## Village of Lexington

### Simons St. Watermain Improvements

Simons St. STA 16+00 thru 17+20

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
4	8" 45° Horizontal Bend	Each	4	<u>267.00</u>	<u>1068.00</u>
9	8"x6" Reducer	Each	1	<u>230.00</u>	<u>230.00</u>
11	8" x 12" Increaser	Each	1	<u>590.00</u>	<u>590.00</u>
18	8" Valve & Box	Each	1	<u>1576.00</u>	<u>1576.00</u>
19	6" Hydrant (Complete Assembly)**	Each	1	<u>3987.00</u>	<u>3987.00</u>
21	8" Watermain-Sand Backfill Trench	LF	180	<u>69.00</u>	<u>12420.00</u>
23	Connection to Existing Watermain	Each	2	<u>2150.00</u>	<u>4300.00</u>
	12" Storm Sewer Corrugated Metal				
27	Pipe w/ End Sections	LF	80	<u>29.00</u>	<u>2320.00</u>
30	Remove & Replace Asphalt Drives	Sq. Feet	635	<u>6.28</u>	<u>3987.80</u>
31	Remove & Replace Gravel Drives	Sq. Feet	200	<u>1.50</u>	<u>300.00</u>
33	Remove & Replace Asphalt Roadway	Sq. Feet	565	<u>8.44</u>	<u>4768.60</u>
	Remove & Replace Type "F" Curb &				
34	Gutter	LF	10	<u>85.00</u>	<u>850.00</u>
35	1" Copper Water Services - Short	Each	1	<u>815.00</u>	<u>815.00</u>
	Soil Erosion and Sedimentation				
37	Control	Lump Sum	1	<u>705.00</u>	<u>705.00</u>
38	Traffic Control	Lump Sum	1	<u>3455.00</u>	<u>3455.00</u>
39	Tree Trim	Lump Sum***	1	<u>1000.00</u>	<u>1000.00</u>
42	Restoration	LF	180	<u>19.50</u>	<u>3510.00</u>
<b>Total Cost</b>					<u><u>45,882.40</u></u>

**NOTES:**

\*\*Price increase from contract due to the hydrant tee being added in hydrant price, contract these items were separate.

\*\*\*This was changed to Lump Sum versus Per Day.



**ROBERT CLANCY CONTRACTING, INC.**

*Proposal*

<b>PROPOSAL SUBMITTED TO:</b>		<b>PHONE:</b> 810-837-0594	<b>DATE:</b> 5/1/2018
<b>NAME:</b> Townley Engineering, LLC		<b>FAX:</b>	<b>DWG DATE:</b> 4/13/2016
<b>STREET:</b> 119 E. Sanilac Ave. Ste. # 2		<b>JOB NAME:</b> Watermain Repairs	<b>PROPOSAL #:</b> 18042
<b>CITY/STATE:</b> Sandusky, MI. 48471		<b>STREET:</b> Simons Street & Union Street	
<b>ATTN:</b> Mr. Sean Jones		<b>CITY/STATE:</b> Lexington, MI. 48450	

We hereby submit specifications and estimates for:  
**SIMONS STREET STA 16+00 THRU 17+20**

<u>BID ITEM</u>	<u>DESCRIPTION OF WORK ITEM</u>	<u>UM</u>	<u>QTY</u>	<u>UNIT COST</u>	<u>TOTAL</u>
	MOBILIZATION	LS	1	\$ 1,500.00	\$ 1,500.00
4	8" 45 DEG HORIZONTAL BEND	EA	4	\$ 600.00	\$ 2,400.00
9	8" X 6" REDUCER	EA	1	\$ 600.00	\$ 600.00
11	8" X 12" INCREASER	EA	1	\$ 750.00	\$ 750.00
18	8" VALVE & BOX	EA	1	\$ 3,000.00	\$ 3,000.00
19	6" HYDRANT ASSEMBLY	EA	1	\$ 4,000.00	\$ 4,000.00
21	8" WATERMAIN C909	L.F.	180	\$ 50.00	\$ 9,000.00
23	CONNECTION TO EXISTING WATERMAIN	EA	2	\$ 2,500.00	\$ 5,000.00
27	12" STORM SEWER C.M.P. W/ END SECTIONS	L.F.	80	\$ 33.00	\$ 2,640.00
30	REMOVE & REPLACE ASPHALT DRIVES	S.F.	635	\$ 6.00	\$ 3,810.00
31	REMOVE & REPLACE GRAVEL DRIVES	S.F.	200	\$ 2.00	\$ 400.00
33	REMOVE & REPLACE ASPHALT ROADWAY	S.F.	565	\$ 7.00	\$ 3,955.00
34	REMOVE & REPLACE TYPE "F" CURB & GUTTER	L.F.	10	\$ 40.00	\$ 400.00
35	1" COPPER WATER SERVICE - SHORT	EA	1	\$ 1,800.00	\$ 1,800.00
37	SOIL EROSION AND SEDIMENTATION CONTROL	LS	1	\$ 500.00	\$ 500.00
38	TRAFFIC CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00
39	TREE TRIM	PER DAY	1	\$ 1,000.00	\$ 1,000.00
42	RESTORATION	L.F.	180	\$ 10.00	\$ 1,800.00
<b>Simons Street Total:</b>					<b>\$ 43,555.00</b>

**Exclusions**

Permits, bonds and/or inspection fees	Excavation for building foundations	Pavement Restoration
Layout and engineering services	Removal of contaminated spoils	TV testing of sanitary sewer
Stone bedding (unless otherwise stated)	Tree, stump or brush removal or replacement	De-watering
Soil erosion devices (unless otherwise stated)	Curb grade (unless otherwise stated)	Compaction testing
Imported backfill material (unless otherwise stated)	Landscape restoration/irrigation repair	
	Traffic Control (unless otherwise stated)	

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICE. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS. WILL BE EXECUTED ONLY UPON WRITTEN ORDER, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKERS COMPENSATION INSURANCE.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS. Authorized Signature: \_\_\_\_\_  
Robert G. Clancy, President

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED BELOW.

Accepted: \_\_\_\_\_ Date \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Please Sign, Date and Return Original to Robert Clancy Contracting, Inc. - Retain a Copy for Your Records

Townley  
Estimated Costs

**Village of Lexington**  
**Union St. Watermain Improvements**  
 Opinion of Probable Construction Costs

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
1	4" 45° Horizontal Bend	Each	0	\$275.00	\$0.00
2	8" Tapping Valve & Sleeve	Each	0	\$2,500.00	\$0.00
3	8" 90° Horizontal Bend	Each	0	\$300.00	\$0.00
4	8" 45° Horizontal Bend	Each	2	\$350.00	\$700.00
5	8"x8"x8" Tee	Each	0	\$500.00	\$0.00
6	8"x6"x8" Tee	Each	0	\$500.00	\$0.00
7	8" Cross	Each	0	\$278.00	\$0.00
8	8" x 4" Reducer	Each	0	\$350.00	\$0.00
9	8"x6" Reducer	Each	1	\$350.00	\$350.00
10	8" x 10" Increaser	Each	0	\$300.00	\$0.00
11	8" x 12" Increaser	Each	0	\$300.00	\$0.00
12	6" Coupler	Each	0	\$278.00	\$0.00
13	8" Coupler	Each	0	\$278.00	\$0.00
14	8" Cap	Each	0	\$278.00	\$0.00
15	8" Plug	Each	0	\$278.00	\$0.00
16	8" 11.5° Bend	Each	0	\$300.00	\$0.00
17	8" 22.5° Bend	Each	0	\$278.00	\$0.00
18	8" Valve & Box	Each	0	\$1,500.00	\$0.00
19	6" Hydrant (Complete Assembly)	Each	0	\$3,800.00	\$0.00
20	8" Watermain - Native Backfill Trench	LF	0	\$21.00	\$0.00
21	8" Watermain - Sand Backfill Trench	LF	20	\$31.00	\$620.00
22	8" Watermain Directional Bore	LF	120	\$72.00	\$8,640.00
23	Connection to Existing Watermain	Each	2	\$2,500.00	\$5,000.00
24	12" Corrugated Metal Pipe	Each	0	\$416.00	\$0.00
25	12" Storm Sewer HDPE	LF	0	\$30.00	\$0.00
26	12" Storm Sewer TEE UP Riser	Each	0	\$100.00	\$0.00
27	12" Storm Sewer Corrugated Metal Pipe	LF	0	\$30.00	\$0.00
28	Remove & Replace 5' Sidewalk	Sq. Feet	0	\$6.00	\$0.00
29	Remove & Replace Concrete Drives	Sq. Feet	0	\$10.00	\$0.00
30	Remove & Replace Asphalt Drives	Sq. Feet	0	\$6.00	\$0.00
31	Remove & Replace Gravel Drives	Sq. Feet	0	\$3.00	\$0.00
32	Remove & Replace Asphalt Roadway	Sq. Feet	300	\$8.00	\$2,400.00
33	Remove & Replace Concrete Spillway	Sq. Feet	0	\$20.00	\$0.00
34	Remove & Replace Type "F" Curb & Gutter	LF	0	\$55.00	\$0.00
35	1" Copper Water Services - Short	Each	0	\$1,300.00	\$0.00
36	1" Copper Water Services - Long	Each	0	\$2,000.00	\$0.00
37	2" Water Services	Each	0	\$2,500.00	\$0.00
37	Soil Erosion and Sedimentation Control	Lump Sum	1	\$500.00	\$500.00
38	Traffic Control	Lump Sum	1	\$500.00	\$500.00
39	Tree Trim	Per Day	0.0	\$2,000.00	\$0.00
40	Tree Removal 24" and Larger	Each	0	\$800.00	\$0.00
41	Tree Removal 24" and Smaller	Each	0	\$500.00	\$0.00
42	Restoration	LF	60	\$6.00	\$360.00
<b>Total Construction Cost</b>					<b>\$19,070.00</b>
Contingency 10%					\$1,907.00
Engineering					\$2,860.50
<b>Total Cost</b>					<b>\$23,837.50</b>

NOTES:

T.R. Pieper, Inc.

## Village of Lexington

### Union St. Watermain Improvements

#### Union St. STA 0+00 thru 1+65

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
4	8" 45° Horizontal Bend	Each	2	<u>267.00</u>	<u>534.00</u>
9	8"x6" Reducer	Each	1	<u>230.00</u>	<u>230.00</u>
21	8" Watermain - Sand Backfill Trench	LF	20	<u>69.00</u>	<u>1380.00</u>
22	8" Watermain Directional Bore	LF	120	<u>146.00</u>	<u>17520.00</u>
23	Connection to Existing Watermain	Each	2	<u>4420.00</u>	<u>8840.00</u>
32	Remove & Replace Asphalt Roadway	Sq. Feet	300	<u>9.44</u>	<u>2832.00</u>
37	Soil Erosion and Sedimentation Control	Lump Sum	1	<u>705.00</u>	<u>705.00</u>
38	Traffic Control	Lump Sum	1	<u>4255.00</u>	<u>4255.00</u>
42	Restoration	LF	60	<u>19.50</u>	<u>1170.00</u>
<b>Total Cost</b>					<u><u>37,466.00</u></u>

NOTES:



**ROBERT CLANCY CONTRACTING, INC.**

*Proposal*

<b>PROPOSAL SUBMITTED TO:</b>		<b>PHONE:</b> 810-837-0594	<b>DATE:</b> 5/1/2018
<b>NAME:</b> Townley Engineering, LLC		<b>FAX:</b>	<b>DWG DATE:</b> 4/13/2016
<b>STREET:</b> 119 E. Sanilac Ave. Ste. # 2		<b>JOB NAME:</b> Watermain Repairs	<b>PROPOSAL #:</b> 18042
<b>CITY/STATE:</b> Sandusky, MI. 48471		<b>STREET:</b> Simons Street & Union Street	
<b>ATTN:</b> Mr. Sean Jones		<b>CITY/STATE:</b> Lexington, MI. 48450	

We hereby submit specifications and estimates for:  
**UNION STREET STA 0+00 THRU 1+65**

<u>BID ITEM</u>	<u>DESCRIPTION OF WORK ITEM</u>	<u>UM</u>	<u>QTY</u>	<u>UNIT COST</u>	<u>TOTAL</u>
	MOBILIZATION	LS	1	\$ 1,500.00	\$ 1,500.00
4	8" 45 DEG HORIZONTAL BEND	EA	2	\$ 600.00	\$ 1,200.00
9	8" X 6" REDUCER	EA	1	\$ 600.00	\$ 600.00
21	8" WATERMAIN	L.F.	20	\$ 80.00	\$ 1,600.00
22	8" WATERMAIN DIRECTIONAL BORE	L.F.	120	\$ 92.00	\$ 11,040.00
23	CONNECTION TO EXISTING WATERMAIN	EA	2	\$ 2,500.00	\$ 5,000.00
32	REMOVE & REPLACE ASPHALT ROADWAY	S.F.	300	\$ 10.00	\$ 3,000.00
37	SOIL EROSION AND SEDIMENTATION CONTROL	LS	1	\$ 500.00	\$ 500.00
38	TRAFFIC CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00
42	RESTORATION	L.F.	60	\$ 10.00	\$ 600.00
				<b>Union Street Total:</b>	<b>\$ 26,040.00</b>

**Exclusions**

Permits, bonds and/or inspection fees  
 Layout and engineering services  
 Stone bedding (unless otherwise stated)  
 Soil erosion devices (unless otherwise stated)  
 Imported backfill material (unless otherwise stated)

Excavation for building foundations  
 Removal of contaminated spoils  
 Tree, stump or brush removal or replacement  
 Curb grade (unless otherwise stated)  
 Landscape restoration/Irrigation repair  
 Traffic Control (unless otherwise stated)

Pavement Restoration  
 TV testing of sanitary sewer  
 De-watering  
 Compaction testing

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICE. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDER, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKERS COMPENSATION INSURANCE.

Authorized Signature: \_\_\_\_\_

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

Robert G. Clancy, President

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED BELOW.

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

Authorized Signature \_\_\_\_\_

Please Sign, Date and Return Original to Robert Clancy Contracting, Inc. - Retain a Copy for Your Records