

VILLAGE OF LEXINGTON (810) 359-8631
MONTHLY COUNCIL MEETING
CONFERENCE ROOM VILLAGE HALL 7227 HURON AVE., LEXINGTON, MI

AGENDA

DATE OF MEETING: MONDAY, MAY 22, 2017
TYPE OF MEETING: REGULAR MONTHLY COUNCIL MEETING
TIME OF MEETING: 7:00 P.M.

PLEDGE OF ALLEGIANCE

CALL TO ORDER / REGULAR MONTHLY COUNCIL MEETING

ROLL CALL BY CLERK

PUBLIC COMMENT

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

CONSENT AGENDA Pages 1-62

All items marked with an asterisk (*) are considered routine by the Council and will be enacted on by one motion. No separate discussion will occur unless a Council member or citizen request such discussion, in which event the item(s) will be removed from the consent agenda and considered in the normal sequence of business

- * MINUTES OF REGULAR COUNCIL MEETING APRIL 24, STUDY SESSION
APRIL 26, APRIL 29, MAY 9, MAY 16 AND SPECIAL COUNCIL MEETING MAY
9, 2017.
- * INVOICE – KELLY LAW FIRM
- * PARKS AND RECREATION COMMITTEE APPOINTMENT – PETER MUOIO
- * PROPERTY LEASE AGREEMENT – CROSWELL LEXINGTON SCHOOL
DISTRICT
- * BIKE PATH MAINTENANCE
- * FIBER OPTIC CABLE INSTALLATION AT MHP CLUBHOUSE AND WATER
PLANT
- * MHP SIGN REPLACEMENT
- * MHP CRACK SEAL
- * EXTENSION OF FREE RENT INCENTIVE PROGRAM
- * REQUEST FOR FUNDS FOR ANTIQUE BOAT SHOW

- * VILLAGE MANAGER RESIGNATION
- * WATER MAIN REPLACEMENT PROJECT PHASE II
- * TEMPORARY PART TIME EMPLOYMENT CONTRACT
- * CHECK REGISTER AND FINANCIAL REPORTS

BUSINESS: Pages 63-78

- A. 2017 MILLAGE RATE – Motion to approve the 2017 Tax Rate Request as presented.
- B. DDA BUDGET APPROVAL – Motion to approve the 2017-18 DDA Budget as presented.
- C. SUEZ CONTRACT
- D. VILLAGE MANAGER ACCUMULATED TIME OFF AND LAST DAY IN OFFICE

MINUTES/MONTHLY SCHEDULE/FYI: Pages 79-92

PLANNING COMMISSION
PERSONNEL COMMITTEE MEETING
DDA MEETING
MHP ADVISORY BOARD
ENVIRONMENTAL
PARKS AND RECREATION
JUNE MEETING SCHEDULE

CORRESPONDENCE

PUBLIC COMMENT

ADJOURNMENT

The Village of Lexington Common Council held a Regular Meeting Monday, April 24, 2017 in the Council Chambers at the Village Hall at 7227 Huron Avenue, Lexington, MI 48450.

Regular Council Meeting Called to order at 7:00 p.m. by President Kristen Kaatz

Pledge of Allegiance led by President Kristen Kaatz

Roll call taken by Clerk, Beth Grohman

Present: Ehardt, Beardslee, Adams, Fulton, Schultz, Kaatz

Absent: None

Others present: Grohman, Adams, Rossow, Jimkoski, Bender, Radtke, and 12 citizens

Public comment:

Keefe Radtke – Lex Fire Department Chief – Briefly discussed the fire department report.

APPROVAL OF THE AGENDA – Motion by Adams, seconded by Schultz, to approve the agenda as presented

All Ayes

Motion carried

APPROVAL OF THE CONSENT AGENDA – Motion by Ehardt, seconded by Fulton, to approve the consent agenda as presented.

Roll Call

Ayes- Ehardt, Fulton, Beardslee, Adams, Schultz, Kaatz

Nays- None

Motion carried

BUSINESS

A. MHP ADVISORY BOARD REQUEST FOR LOT PADS– Motion by Ehardt, seconded by Schultz, to approve revising the policy regarding the installation of lot pads.

Discussion – Kaatz explained the policy

Roll Call

Ayes-Ehardt, Schultz, Beardslee, Adams, Fulton, Kaatz

Nays- None

Motion carried

B. COUNCIL SEAT APPOINTMENT – Motion by Schultz, seconded by Ehardt, to approve the appointment of Peter Muoio to Council Trustee.

Roll call

Ayes- Schultz, Ehardt, Beardslee, Adams, Fulton, Kaatz

Nays- None

Motion carried

Brief Recess

Grohman gives Oath to Peter Muoio

Muoio is seated with Council

C. LAKESHORE GARDEN CLUB REQUEST FOR FUNDS - Motion by Ehardt, seconded by Beardslee, to approve based on the discretion of the Village Manager as to the final amount.

Discussion

Roll Call

Ayes- Ehardt, Beardslee, Muoio, Adams, Fulton, Schultz, Kaatz

Nays- None

Motion carried

The Village of Lexington Common Council held a Study Session Wednesday, April 26, 2017 in the conference room of the Village Hall, 7227 Huron Avenue, Lexington, MI 48450.

Study Session Called to order at 6:33 p.m. by President Kristen Kaatz

Roll call taken by Clerk Beth Grohman

Present: Ehardt, Muoio, Beardslee, Adams, Fulton, Schultz, Kaatz

Absent: None

Others present: S. Adams, Grohman, Jimkoski, and 7 citizens

BUSINESS

1. POLICE CHIEF INTERVIEWS:

A. Daniel Kolke – (Retired) Gave a brief summary of his qualifications and background, Fraser Department of Public Safety. Public Safety Officer, Fire and EMS, Field Training Officer, Public Safety Sergeant, Field Training Officer Supervisor, Public Safety Lieutenant Criminal Investigations and Administrative Lieutenant. Board members questioned Kolke on organization plans, knowledge of the Village, community interaction, interaction and relationships with surrounding departments, what he would like to accomplish, working with a Council- Manager form of government, open carry policy, and implementing policies and changes within the department.

Public Comment –

Dave Picot – Planning Commission Chair- Questioned Kolke on the medical marihuana ordinances and his opinion. Kolke responded

James Macksey – Planning Commission Member – Commented on the local dining establishments that serve alcohol and questioned Kolke’s position on illegal intoxication. Kolke responded.

Andrew Gross- Croswell – Commented on police work, respecting officers and building up the department.

Brief recess at 7:28 p.m.

Meeting returned to order at 7:45 p.m.

B. James Suchoski –Gave a brief summary of his background and qualifications. Currently a Public Safety Officer for Berkley. Retired after 26 years with the Detroit Police Department where he served as an Inspector, Lieutenant, Sergeant, and then promoted to Commanding Officer in 2005. Certified Firefighter and Medical First Responder. Board members questioned Suchoski on organization and prioritizing plans, knowledge of the Village, community interaction, relationships and interaction with surrounding departments, implementing changes and policies within the department, working with a Council-Manager form of government, asked for opinion on open carry policy during events.

The Village of Lexington Common Council held a Study Session Saturday, April 29, 2017 in the conference room of the Village Hall, 7227 Huron Avenue, Lexington, MI 48450.

Study Session Called to order at 9:00 a.m. by President Kristen Kaatz

Roll call taken by Sean Adams, Village Manager

Present: Kaatz, Schultz, Beardslee, Adams, Fulton, Ehardt

Absent: Muoio (excused)

Others present: S. Adams, and one resident

Public Comment : None

BUSINESS

1. **REVIEW OF POLICIES, PROCEDURES, AND ROLES OF THE VILLAGE PRESIDENT, VILLAGE COUNCIL AND VILLAGE MANAGER** – Discussion on Council decisions and making as a collective group for appointment. Discussion on President, Manager and Council communication. Discussion on Goal and communication of goal progress. Scheduled another Study Session for Wednesday, May 3, 2017 at 6:30 p.m. same agenda.

Public Comment –

David Warren – 5203 Main Street – Good work by Council and Village Manger.

ADJOURNMENT – Kaatz adjourned meeting at 11:40 a.m. All ayes

reported this contract has been submitted to Worth Township for their approval.

MOBILE HOME PARK ADVISORY BOARD

9. **MHP SIGN REPLACEMENT** – Discussion on sign replacement in the park, street signs, beach signs, etc. Quote to include the cost poles and hardware. Recommendation to approve the purchase not to exceed \$3750. Recommendation to add to consent agenda for approval.
10. **MHP CRACK SEAL** - Discussion on maintenance of the roads in the Mobile Home Park. Quote from C & L from last fall to be honored for the maintenance this summer. Recommendation from the MHP Advisory Board to schedule the maintenance of the roads at a cost not to exceed \$3000. Recommendation to add to the consent agenda for approval.
11. **EXTENSION OF FREE RENT INCENTIVE PROGRAM** - Discussion on extending the incentive program for the remainder of the year to begin June 1, 2017. Recommendation to add to the consent agenda for approval.

PARKS AND RECREATION

12. **REQUEST FOR FUNDS FOR ANTIQUE BOAT SHOW**- Parks and Recreation have requested \$500 for the Antique Boat Show. Members discussed whether this activity is a Parks and Recreation activity or is this an event that the LBA should be sponsoring. Parks and Recreation Chairperson Mark Edmonson has raised over \$900 in donations for the event. Recommendation to add to the consent agenda for approval.

PLANNING COMMISSION

13. **FINE STRUCTURE** – Planning Commission requested the Council review the fine structure for civil violations. Members from the Planning Commission do feel the fines are strict enough. Discussion on violation enforcement officers and taking violators to court. Fulton and Sean Adams to follow up and bring back to the table next month.
14. **MEDICAL MARIHUANA ORDINANCE** – Planning Commission request the Council review the Medical Marihuana Ordinance. Kaatz recommended contacting MSU Extension for input. Recommendation to invite Planning Commission Chair Dave Picot to June meeting for further discussion.

CONTRACTOR INVOICES

Chief Rossow

Jerry Dawson – ZA

The Village of Lexington Common Council held a Study Session Wednesday, May 16, 2017 in the conference room of the Village Hall, 7227 Huron Avenue, Lexington, MI 48450.

Study Session Called to order at 7:00 p.m.

Roll call taken by Clerk Beth Grohman

Present: Beardslee, Adams, Fulton, Muoio, Schultz, Kaatz

Absent: Ehardt

Others present: S. Adams, Grohman, Heiden, Bender, Borcovich, Chris Townley and 6 citizens

Public Comment

BUSINESS

ADMINISTRATION

1. **COUNCIL COMPENSATION** - Recommendation by Beardslee to leave ordinance as is and leave meetings as stated, Committee of Whole, but follow format of study sessions. Members agreed with recommendation.
2. **PROPOSED 2017-18 BUDGET** – Sean Adams presented recommendations for the proposed budget, recommendation to hold the Public Hearing June 6, 2017. Discussion on water rates and capital improvement plan.
3. **VILLAGE MANAGER RESIGNATION** – Recommendation to move the acceptance of Village Manager resignation to consent agenda.
4. **VILLAGE MANAGER ACCUMULATED TIME OFF** – Discussion on how to pay out the accumulated compensation, vacation and sick/personal. Pay out at this time will put the general fund in a deficit. Recommendation to look into the calculation process and suggestion for S. Adams to move up his departure date.
5. **VILLAGE MANAGER JOB DESCRIPTION** – S. Adams reported on the draft job description for Village Manager. Contract work in progress. Discussion on union negotiations. Personnel meeting to be set for Thursday, May 25 for union negotiations and village manager discussion. Discussion on the roles and rules of village manager, village council and village president. Set a study session for Monday, May 22, prior to the Council meeting.
6. **POLICE CHIEF POSITION** – S. Adams presented a draft agreement for a full time Police Chief. Adams also discussed a potential mutual aid agreement with Lexington Township which would help offset the cost of the position. S. Adams to work on posting the position.

MOBILE HOME PARK ADVISORY BOARD

7. **ROOF BIDS** – Recommendation to bring to June Committee of the Whole for further discussion.

The Village of Lexington Common Council held a Special Council Meeting Monday, May 9, 2017 at 6:30 p.m. in the conference room of the Village of Lexington Hall 7227 Huron Avenue, Lexington, MI 48450

Called to order at 6:00 P.M. By Trustee Bill Ehardt

Pledge of Allegiance led by Trustee Bill Ehardt

Roll call taken by Clerk, Beth Grohman.

Present: Schultz Adams, Fulton, Muoio, Ehardt

Absent: None

Others present: Sean Adams, Beth Grohman and 11citizens

Public comment:

BUSINESS:

ADMINISTRATION

- 1. MHP CONCRETE BID** –Motion by Schultz seconded by Adams to approve the bid from Martin Concrete as presented.

Discussion

Roll Call

Ayes- Schultz, Adams, Fulton, Muoio, Ehardt

Nays- None

Motion carried

Kaatz entered meeting at 6:50 p.m.

- 2. DDA BOARD APPOINMTNET** – Motion by Schultz, seconded by Muoio, to approve the appointment of Tabitha Systemann to the DDA Board.

All Ayes

Motion carried

Public Comment – None Offered

Council Comments

Motion by Schultz, seconded by Adams, to adjourn the meeting at 6:54 p.m.

Respectfully Submitted

Beth Grohman, Village Clerk

KELLY LAW FIRM

KELLY WHIPPLE ZICK KEYES ADAIR & MOSSETT, PLLC
Since 1889

Village of Lexington

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	<u>Hours</u>	<u>Amount</u>
4/28/2017 JLM Make final revisions to Precision Computer contract and concrete work contract and email Mr. S. Adams regarding the same; telephone conference with Mr. S. Adams.	1.00	
	<hr/>	<hr/>
For professional services rendered	7.70	\$1,078.00
Previous balance		\$904.00
4/15/2017 Payment. Check No. 31961		(\$616.00)
4/24/2017 Payment. Check No. 31988		(\$308.00)
		<hr/>
Total payments and adjustments		(\$924.00)
		<hr/>
Balance due		<u><u>\$1,058.00</u></u>

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Janal L. Mossett	7.70	140.00	\$1,078.00

2. **The Tenant Agrees:**

A To pay any utilities dedicated to the storage area in question

B Tenant agrees that the premises will not be re-leased or sublet any part thereof to any person(s) for any purposes whatever without the written consent of the owner

C Tenant agrees that the above rented premises are now in good, safe and acceptable condition and repair and agrees to keep the premises and all parts thereof in good substantial repair and condition.

D. Tenant is responsible for their property. Upon leaving at the end of the rental period, the site is to be cleaned of all debris.

3. **The Owner Agrees:**

That the tenant shall have peaceable possession of said premises upon complying with the Tenant's obligations set forth in this Agreement, and it is mutually agreed that if the Tenant fails to perform any or all of the covenants and agreements contained herein, then at the option of the Owner, this Agreement shall be terminated and all rights of the tenant hereunto will then be terminated and the owner can at once repossess itself of said premises.

4. **Dispute Resolution:** Any dispute arising under this Agreement shall be resolved in the Sanilac County Courts.

5. **Rescinding or Terminating Agreement:** This Agreement may only be rescinded in the event of a material breach in its terms which has not been remedied within thirty (30) days after written notice to the party which is allegedly in breach.

6. **Binding Agreement:** This Agreement is binding on the parties hereto, their successors and assigns.

BIKE PATH COMMITTEE
MEETING
April 27, 2017
10:00 a.m.

CITY OF CROSWELL
City Administrator Office
100 N HOWARD AVE
CROSWELL MI 48422

CROSWELL-LEXINGTON BIKE PATH

PLEASE SEND A REPRESENTATIVE.
DECISIONS WILL BE MADE.

Posted: April 24, 2017

BIKE PATH AGREEMENT
City of Croswell
Lexington Township
Village of Lexington
2017

The City of Croswell, Lexington Township and Village of Lexington agree for the maintenance time of 7/1/2017 - 6/30/2018 to allow the City of Croswell Department of Public Works to maintain the Bike Path from Croswell to Lexington along M-90.

Cost per municipality \$3,500.00

Cost of maintenance for the year not to exceed \$6,000.00; unless there is patching and/or paving of the path.

**M-90 BIKE PATH
MINIMUM MAINTENANCE REQUIREMENTS**

MOW: ONE WIDTH ON EACH SIDE
TWICE PER MONTH DURING APRIL - OCTOBER.

SWEEP: TWICE PER MONTH DURING APRIL - OCTOBER.

WEED

SPRAYING: ONCE PER SEASON

Other duties that are performed: filling of holes; removal of animals; tree trimming; purchasing and replacing of signs and posts.

Bike Path north of M-90 on Croswell Rd. is not included. The City of Croswell maintains this section of the Bike Path.

City of Croswell

Date

Lexington Township

Date

Village of Lexington

Date

North Shore New Signs

Item	Description	Unit Price	Number Installed	Total Cost
Round Sign Post	10' 13Gauge.095" 2-3/8" OD	\$39.80	38	\$1,512.40
Beach Rule Signs	Recover of existing signs	* 10.00 have to get one to see	3	\$30.00
Beach Rule Signs	New .080 aluminum and Decals	\$35.00	3	\$105.00
Children Playing	Recover of existing signs	* \$15 Have to get one to see	3	\$45.00
Street Signs	New .080 aluminum and Decals	\$30.00	24	\$720.00
Street Signs	Recover of existing signs	*\$9-\$15 have to get one to see	24	\$216-360
Post Cap	Cap with Sign Holder	\$7.95	14	\$111.30
Economy Cross Bracket	Cross Bracket for Top Street Sign	\$4.95	14	\$69.30
Pipe Post Clamp(Set of 2)	Clamps For Holding Signs to Post	\$7.95	45	\$357.75
Pipe Caps	Caps for top of Stop Signs post	\$7.70	14	\$107.80
Removal of Signs		\$25 per hour per man		
Pickup and Delivery of Signs		\$25 per hour per man		
Removal of Posts		\$25 per hour per man		
Installation of New Posts and Signs		\$25 per hour per man		
TOTAL DPW LABOR	Approximate Labor Cost(2 MEN)	\$25 per hour per man	40	\$2,000.00
DPW EQT RENTAL	Approximate EQT RENTAL	Varies Per Piece of EQT	40	\$750-\$1000

Depending on which avenue we use replace or recover the total cost of this project will be around \$5500 to complete using AAROW signs
 I have also looked into a catalog ECONO SIGNS and prices are within \$2-5 per item but we would have to pay freight shipping cost by weight
 Equipment and labor cost will vary depending on method of installation whether backhoe or hand dig

* Cheryl at AAROW signs said bring her one to know exact cost

Equipment and labor cost will vary depending on method of installation whether backhoe or hand dig

Contract

END OF MAY FOR WEATHER

www.candlasphalt.com



*HOWEVER PRICE
CALLED 3-31-17
TALKED WITH LLOYD*

Lloyd
810.523.9635

C & L ASPHALT
1867 Harvey • Kimball, Michigan 48074

Business
810.984.4254

PROPOSAL SUBMITTED TO

PHONE

DATE *9-29-16*

STREET

JOB NAME *LEXINGTON Mobile Home PARK*

CITY, STATE, AND ZIP CODE

JOB LOCATION

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

- | | |
|---|---|
| <input type="checkbox"/> Grade & Level for Water Drainage | <input type="checkbox"/> Customer Sub-Base As Is |
| <input type="checkbox"/> Stones inch _____ | <input type="checkbox"/> Apply Weed Killer |
| <input type="checkbox"/> Tack-coat for proper bond | <input type="checkbox"/> Sealcoating |
| <input type="checkbox"/> Cut Out _____ Sq.Ft. | <input type="checkbox"/> Pre-fill All Low Areas |
| <input type="checkbox"/> Saw Cut _____ Sq.Ft. | <input checked="" type="checkbox"/> <i>n/a</i> Year Guarantee on Isolated Areas |
| <input type="checkbox"/> Paving (approx.) _____" of Top Wearing Course Asphalt Type _____ | <input type="checkbox"/> Tamp All Edges |
| <input type="checkbox"/> Paving (approx.) _____" of BC-Binder Asphalt | |

DESCRIPTION

Approx. total sq.ft. of area to be paved - stone or seal _____

*CLEAN OUT CRACKS AND APPLY 1000 LBS OF
HOT RUBBER CRACK FILLER AT 2.25 PER POUND*

ALTERATIONS

EXTRA COST -

Checks Payable To:

AUTHORIZED
SIGNATURE

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Dollars \$(*2750⁰⁰*)

PAYMENT TO BE MADE AS FOLLOWS:
DEPOSIT AT STARTING OF JOB _____

BALANCE ON COMPLETION OF JOB _____

All materials is guaranteed to be as specified. All materials are guaranteed by the companies that supply their products to us, the Contractors. All workmanship and labor guaranteed 100% of us, the Contractors. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviations from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Normal water drainage guaranteed up to 80%. Not responsible for any vegetation. All depths are average and measurements are approximate. Drainage not guaranteed for areas having less than 1% grade.

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

Date of Acceptance: _____

SIGNATURE _____

SIGNATURE *[Signature]*

Parks and Recreation Committee is requesting \$500 for the Antique Boat Show. Mark Edmonson, Parks and Rec Chair has raised \$900 in donations towards this event.

VILLAGE OF LEXINGTON
Village Manager Employment Agreement

THIS AGREEMENT, is made and entered into on September 26, 2016 and is between the Village of Lexington (hereinafter referred to as the VILLAGE) and Sean Adams (hereinafter referred to as the Employee who agrees to perform and serve as the Village Manager in a professional manner consistent with the standards set by the Village Council and as prescribed by ordinances of the VILLAGE and by the laws of the State of Michigan and by any rules, regulations, and job descriptions heretofore or hereafter adopted, established or revised by the Village Council.

WHEREAS, the VILLAGE wishes to employ the services of the EMPLOYEE to serve as the Village Manager; and

WHEREAS, the VILLAGE and the EMPLOYEE desire to provide the certain requirements, procedures and benefits regarding the employment of the EMPLOYEE by the VILLAGE; and

WHEREAS, the EMPLOYEE wishes to accept the offer of employment made by the VILLAGE under the terms and conditions set forth herein;

WHEREAS, this agreement is subject to a probation period, ending December 31, 2016. At which time an evaluation will be conducted of the employee and the Village may terminate him without cause and without further compensation.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the parties hereto agree as follows:

1. **Duties:** The Village agrees to employ the Employee, Sean Adams, as a full time (ie 40 hours) Village Manager of the Village of Lexington to perform all duties as specified by state law, and to perform such proper duties as may be assigned by the Village Council;
 - a. It is understood the Employee will follow the position description's job functions and duties;
 - b. The Employee is authorized in the course of his duties to make expenditures within the bounds established by the line items of the budget of the Village, and according to limits set by the Village Council;
 - c. The Employee is the chief administrative officer for the Village and reports to the Village President;
 - d. The Employee is a signatory for the Village as outlined in the Village Authorization Policy
2. **Terms of Employment:** The Employee shall be subject to the following terms and conditions of employment:
 - a. The Employment Contract shall be for a term commencing at 8:00 a.m. on October 10, 2016 and ending at 8:00 a.m. on October 10, 2019, with a yearly renewal on October 10, 2017.
 - b. The Employee shall serve at the pleasure of the Village Council subject to section 3:
 - c. The Village Council shall, on an annual basis, conduct an evaluation of the employee's performance, as well as assess the skills and behavior the Employee asserted in the accomplishment of the goals and objectives established for the previous year. The evaluation is to be completed no later than October 1st each year.
 - d. The employee will not engage in other employment that will conflict with the best interest of the Village;
 - e. The employee will balance the hours of his work week to include attending required evenings meetings.
3. **Termination of Employment:** Nothing in this AGREEMENT shall prevent, limit, or otherwise interfere with the right of the Village to terminate the services of the Employee at any time subject to the provisions

VILLAGE OF LEXINGTON
Village Manager Employment Agreement

- Village, whether voluntary or involuntary, based upon the Employee's salary on the date of the separation.
- b. Insurance: The Village will provide the Employee with life insurance applicable to all employees without assessment to the Employee; *the Village will provide health insurance for Manager only.*
 - c. Retirement: The Village shall match up to five percent (5%) of the required six percent (6%) contribution to AXA Equitable.
 - d. Sick/Personal Leave: The Employee shall receive 96 hours (12 days) of annual sick and personal time, in line with the approved Village policy for other employees.
 - e. Holidays: The Employee shall be provided with those paid holidays as approved by the Village;
 - f. Payments: This agreement shall terminate and all obligations of the Employer shall be discharged upon the death of the Employee, except as the salary and accrued fringe benefits earned for actual services rendered prior to the date of the death of the Employee.
7. **Separability:** If any provision of this EMPLOYMENT AGREEMENT is held to be unconstitutional, invalid, or unenforceable, the remainder of this AGREEMENT shall not be affected and shall remain in force and effect.
8. **Renewal:** This Agreement may be renewed by the parties for such duration, and upon such terms as the parties may agree.
9. **Amendment:** This Agreement may be terminated, modified or extended by mutual agreement between the said parties, but no term or provision of this Agreement shall be deemed to be amended or waived by either party unless such amendment or waiver is in writing and signed by both parties.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate and have caused their signatures to be affixed thereto.

Village of Lexington
By: [Signature]
Date: 9-27-16

Employee
By: [Signature]
Date: 9/27/16

[Signature]
AMY M. MASCARELLO
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 2, 2018
ACTING IN COUNTY OF Wayne

2. GIS – Mapping
 - a. Prepare base map showing the location of all newly found valves along with piping and hydrants. System will be based on existing maps, adjusted to the new valve locations.

Deliverables shall include:

- ✓ Valve Coordinates
- ✓ System Map in GIS Format and in paper and electronic format.

II. Cost of Services

1. GPS – Locating and GPS - Mapping
 - a. Our fee for these services is based on the hourly rate of the staff performing the task. 40 hours of field time and 14 hours of office time are included in this proposal for an estimated amount of \$1,680.00.

TOTAL VALUE OF SERVICES PROPOSED \$2,980.00

Additional Services

The cost and precise scope of additional services will be determined at the time they are requested.

Terms and Conditions

Additional services provided by Townley Engineering, LLC, at your request will be billed at the rate of the people completing the work.

Subconsultant fees for hourly work and for additional services will be marked up 10%.

Monthly invoices will be prepared for the basic and additional services furnished during the period.

General Conditions for Letter Agreements is attached and made part of this agreement by reference.

If you have any questions regarding this agreement, please let me know.

Sincerely,
Townley Engineering, LLC

C:\TE\GISservicesEngLTrAGreeR1
Proposal approved:

By: _____
Authorized Signature

Christopher G. Townley, P.E.
Owner/Engineer

Date: _____

Village of Lexington
Huron St. #2 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	0	\$350.00	\$0.00
5	8" x 8" x 8" Tee	Each	0	\$500.00	\$0.00
6	8" x 6" x 8" Tee	Each	1	\$500.00	\$500.00
7	8" Cross	Each	0	\$278.00	\$0.00
8	8" x 4" Reducer	Each	0	\$350.00	\$0.00
9	8" x 6" Reducer	Each	0	\$350.00	\$0.00
10	8" x 10" Increased	Each	0	\$300.00	\$0.00
11	8" x 12" Increased	Each	0	\$300.00	\$0.00
12	6" Coupler	Each	0	\$278.00	\$0.00
13	8" Coupler	Each	2	\$278.00	\$556.00
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	4	\$278.00	\$1,112.00
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	10	\$31.00	\$310.00
22	8" Watermain Directional Bore	LF	150	\$72.00	\$10,800.00
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	400	\$8.00	\$3,200.00
33	Remove & Replace Concrete Spillway	Sq. Feet	50	\$20.00	\$1,000.00
34	Remove & Replace Type "F" Curb & Gutter	LF	10	\$55.00	\$550.00
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	\$1,000.00	\$1,000.00
38	Traffic Control	Lump Sum	1	\$2,000.00	\$2,000.00
39	Tree Trim	Per Day	0.0	\$2,000.00	\$0.00
40	Tree Removal 24" and Larger	Each	0.0	\$800.00	\$0.00
41	Tree Removal 24" and Smaller	Each	0	\$500.00	\$0.00
42	Restoration	LF	100	\$6.00	\$600.00

Total Construction Cost	\$28,128.00
Contingency 10%	\$2,812.80
Engineering	\$4,219.20
Total Cost	\$35,160.00

Village of Lexington
E. Lester 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	2	\$300.00	\$600.00
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	2	\$350.00	\$700.00
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	2	\$1,500.00	\$3,000.00
19	6" Hydrant (Complete Assembly)	Each	0	\$3,800.00	\$0.00
20	8" Watermain - Native Backfill Trench	LF	350	\$21.00	\$7,350.00
21	8" Watermain - Sand Backfill Trench	LF	50	\$31.00	\$1,550.00
22	8" Watermain Directional Bore	LF	100	\$72.00	\$7,200.00
23	Connection to Existing Watermain	Each	2	\$2,500.00	\$5,000.00
24	12" Corrugated Metal Pipe	Each	6	\$416.00	\$2,496.00
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	1,115	\$3.00	\$3,345.00
32	Remove & Replace Asphalt Roadway	Sq. Feet	515	\$8.00	\$4,120.00
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	5	\$1,300.00	\$6,500.00
36	1" Copper Water Services - Long	Each	4	\$2,000.00	\$8,000.00
37	2" Water Services	Each	0	\$2,500.00	\$0.00
37	Soil Erosion and Sedimentation Control	Lump Sum	1	\$750.00	\$750.00
38	Traffic Control	Lump Sum	1	\$1,000.00	\$1,000.00
39	Tree Trim	Per Day	0.7	\$2,000.00	\$1,400.00
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	400	\$6.00	\$2,400.00
Total Construction Cost					\$56,111.00
Contingency 10%					\$5,611.10
Engineering					\$8,416.65
Total Cost					\$70,138.75

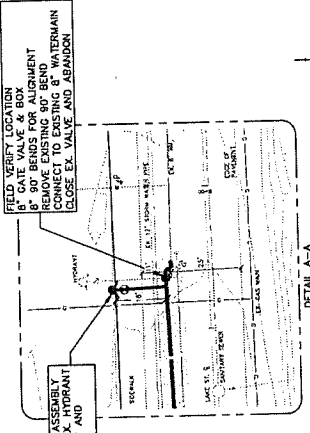
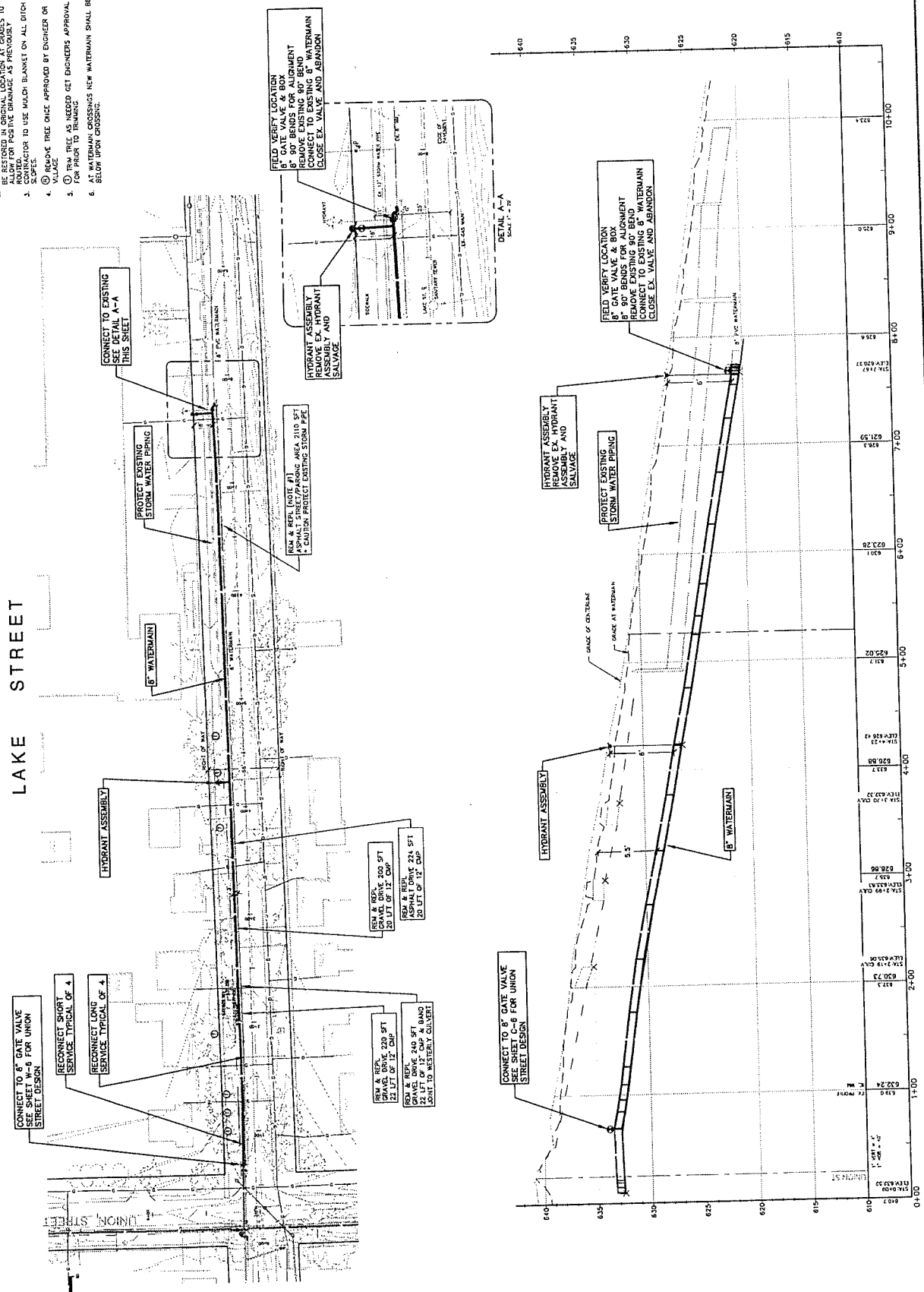
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DATE	2-15-16	DRAWN
DATE	2-15-16	BY
DATE	2-22-16	APPROVED
DATE	9-1-16	CONFORMING TO RECORDS

VILLAGE of LEXINGTON
WATERMAIN IMPROVEMENTS 2016
 LAKE STREET 0+00-9+00
 PLAN & PROFILE

SCALE	1" = 40'
FILE NUMBER	W-0041
SHEET NUMBER	W-8

1. FULLY GRADE TRENCH AREA FOR ALL STREET, AND TRAVEL/PARKING LANES.
2. ALL EXISTING UTILITIES, DITCHES AND GRADES TO BE RESTORED TO ORIGINAL LOCATION AT GRADES TO BE MAINTAINED.
3. CONTRACTOR TO USE MUD/BLANKET ON ALL DITCH OPENINGS.
4. MAINTAIN ALL EXISTING TREES.
5. (1) TREE PRES. AS NEEDED. GET ENGINEER'S APPROVAL FOR TREE PRES. PRIOR TO TRIMMING.
6. AT WATERMAIN CROSSINGS NEW WATERMAIN SHALL BE BELOW UPON CROSSING.

LAKE STREET



6+00	610	610.00	610.00
6+10	610.00	610.00	610.00
6+20	610.00	610.00	610.00
6+30	610.00	610.00	610.00
6+40	610.00	610.00	610.00
6+50	610.00	610.00	610.00
6+60	610.00	610.00	610.00
6+70	610.00	610.00	610.00
6+80	610.00	610.00	610.00
6+90	610.00	610.00	610.00
7+00	610.00	610.00	610.00
7+10	610.00	610.00	610.00
7+20	610.00	610.00	610.00
7+30	610.00	610.00	610.00
7+40	610.00	610.00	610.00
7+50	610.00	610.00	610.00
7+60	610.00	610.00	610.00
7+70	610.00	610.00	610.00
7+80	610.00	610.00	610.00
7+90	610.00	610.00	610.00
8+00	610.00	610.00	610.00
8+10	610.00	610.00	610.00
8+20	610.00	610.00	610.00
8+30	610.00	610.00	610.00
8+40	610.00	610.00	610.00
8+50	610.00	610.00	610.00
8+60	610.00	610.00	610.00
8+70	610.00	610.00	610.00
8+80	610.00	610.00	610.00
8+90	610.00	610.00	610.00
9+00	610.00	610.00	610.00

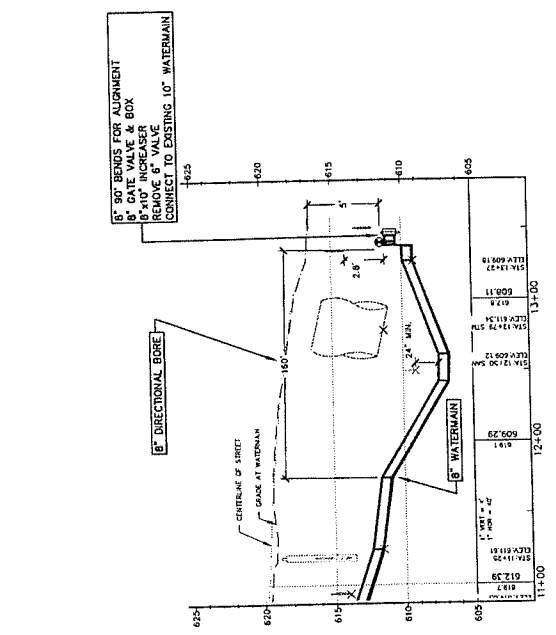
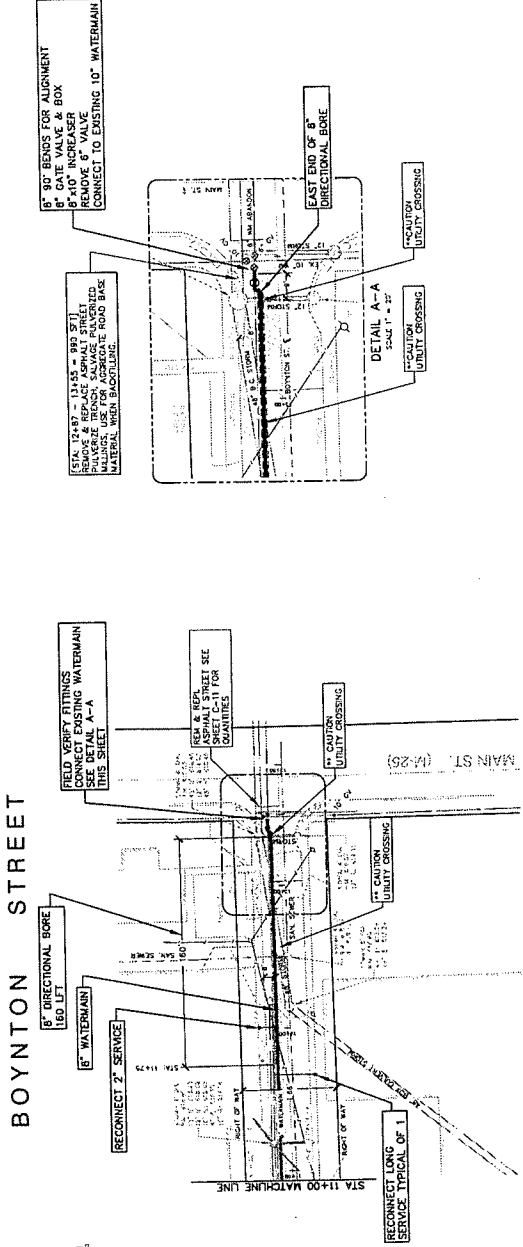


DATE:	2-25-16
PERMITS:	
REVISIONS:	
BY:	SMW
DRAWN:	SMW
CHECKED:	SMW
APPROVED:	2-22-16
CONFORMING TO:	
RECORDS:	

VILLAGE OF LEXINGTON
 WATERMAIN IMPROVEMENTS 2016
 ROYNTON STREET 11+00 - 13+85
 PLAN & PROFILE

SCALE	1" = 40'
FILE NUMBER	W-0041
SHEET NUMBER	W-12

- NOTE:
1. PULVERIZE TRENCH AREA FOR ALL STREET AND ALL SIDEWALKS. ALL EXISTING CURBS AND SWALES TO BE RESTORED IN ORDER TO MAINTAIN PROPER DRAINAGE AND TO PREVENT FLOODING. ALL EXISTING CURBS TO BE REPAIRED OR REPLACED WITH POLYMER CONCRETE TO USE MATCH BLOCKS ON ALL DITCH SLOPES.
 2. REMOVE TREE ONCE APPROVED BY ENGINEER OR VILLAGE.
 3. TRIM TREE AS NEEDED GET ENGINEERS APPROVAL FOR PRIOR TO TRIMMING.
 4. WATERMAIN / WATERMAN CROSSINGS SHALL BE BELOW EXISTING WATERMAN.
 5. TRAFFIC CONTROL. SEE NOTE 17 ON SHEET 02.



TEMPORARY, PART-TIME EMPLOYMENT AGREEMENT

This is an Agreement dated _____, 2017, between the Village of Lexington ("Village"), its offices located at 7227 Huron Ave., Lexington, MI 48450 and Gary Flannigan ("Contractor"), address 6845 Roach Road, Lexington, MI 48450 (the "Agreement"). The Village and Contractor are sometimes referred to hereinafter as "Party" or "Parties".

WHEREFORE, Contractor provides water treatment, processing and "wet" infrastructure-related technical/professional assistance and is willing to provide said services for the Village.

WHEREFORE, Village desires to employ Contractor to provide such services for its water treatment facility and distribution system on a temporary, part-time basis.

NOW, THEREFORE, Village and Contractor hereby agree as follows:

1. **RELATIONSHIP.** Contractor shall be a temporary, part-time employee. Contractor shall not receive nor shall he be entitled to health insurance or retirement benefits.
2. **CONTRACTOR'S SERVICES.** The services to be performed by Contractor pursuant to this Agreement shall consist of one or more of the following, upon the request of Village:
 - a. **Public works infrastructure planning**
 - b. **Water treatment and distribution**
 - c. **Governmental compliance**
 - d. **Project management**
 - e. **Operational assistance**

Contractor shall perform such services in accordance with all applicable professional and ethical standards. For each task, Village and Contractor shall agree in advance on the work to be performed.

Contractor shall continue to maintain all necessary licensure and certifications to operate the Village's water treatment facility.

3. **CONTRACTOR'S EFFORTS.** The services provided by Contractor shall be on an as-needed basis. Contractor shall complete any and all tasks and projects as requested by Village. Contractor shall not be required to work more than twenty four (24) hours per week. Village acknowledges that the Contractor may provide services for others during the term of this Agreement, if such separate services do not pose professional or ethical conflict of interest.
4. **FACILITIES.** Contractor shall work in Village facilities and utilize Village equipment as required.
5. **FEE ARRANGEMENT.** Village shall compensate Contractor at a rate of \$25.00 per hour during the term of the Agreement.
6. **TERM.** This Agreement shall commence on _____, 2017 and terminate upon by written notice as provided herein or September 1, 2017, whichever occurs first.

VILLAGE OF LEXINGTON CHECK REGISTER
Apr-17

Check Date	Check	Vendor Name	Description	Amount
Bank GBA				
04/11/2017	31946	ALLSTATE CREDIT BUREAU	CREDIT CHECK FOR MHP APP	68.00
04/11/2017	31947	AT&T	WTP INTERNET	50.00
04/11/2017	31948	BETH ALBERTI	RETURN RV LOT DEPOSIT 155	850.00
04/11/2017	31949	BLUE CROSS BLUE SHIELD OF MI	RETIREE SPOUSE INSURANCE	211.00
04/11/2017	31950	BLUE WATER CHRYSLER	LPD REPAIR PW STEERING & HEATER	392.42
04/11/2017	31951	BMJ ENGINEERS & SURVEYORS, INC	SHORT TERM RENTAL RESEARCH W/DAVE PICOT	285.00
04/11/2017	31952	CAMERON O'MARA	MILEAGE FOR CLASS	1,097.10
04/11/2017	31953	CROSWELL MOTOR PARTS INC.	ELECTRICAL REPAIR ON TRACTOR DPW	37.79
04/11/2017	31954	DTE ENERGY	MHP ELECTRIC	178.59
04/11/2017	31955	DTE ENERGY	ORNAMENTAL STREET LIGHTS	4,362.68
04/11/2017	31956	EMERGENCY MEDICAL PRODUCTS	GLUCOSE KIT	45.00
04/11/2017	31957	FERGUSON ENTERPRISES, INC.	MENS ROOM TOILET REPAIR	1.78
04/11/2017	31958	FIRST BANKCARD	MULTI FUNDS - CLERK MASTER ACADEMY CLASS, BACTI TRAINING, CARBONITE SERVER BACK-UP, MENS ROOM TILE, FIRE DEPT GASOLINE, FEDERAL HUMAN RESOURCES LAW POSTERS	2,405.05
04/11/2017	31959	FRANZEL AUTO REPAIR INC.	LOCK OUT HUB SEIZED UP F250 2004 DPW	70.00
04/11/2017	31960	GUARDIAN ALARM	AP-JUNE 2017 MONITORING	117.00
04/11/2017	31961	KELLY WHIPPLE ZICK & KEYES	D.O.L. SHORT TERM RENT ORDINANCE REVIEW	616.00
04/11/2017	31962	MICHIGAN PETROLEUM TECHNOLOGIE	FUEL FILL AND GENERATOR GAS	2,007.74
04/11/2017	31963	NEAL ROSSOW	POLICE ADMIN MARCH 2017	2,688.75
04/11/2017	31964	ON DUTY GEAR	MAGAZINE POUCH	34.99
			SHIRTS, PANTS BELTS THOMSON	271.96
			BELT KEEPER	10.99
			PANTS ,SHIRTS, BUCKLE, VEST, INNER DUTY BELT	502.43
				<u>19.99</u>
				840.36

04/20/2017	31995	OHLIN SALES INC.	2 AED BATTERIES	310.84
04/20/2017	31996	OPERATING ENG. HEALTH CARE	MAY 2017 UNION HEALTH RETIREE	3,552.00
04/20/2017	31997	PUBLIC SAFETY CENTER, INC.	EMI FIRE TOOL	49.99
04/20/2017	31998	SHINE ON CLEANING LLC	CLEANING MHP CC PLUS AN EXTRA MOBILE	1,110.42
04/20/2017	31999	STATE OF MICHIGAN MDEQ	MS4 STORM WATER DISCHARGE PERMIT	1,000.00
04/20/2017	32000	STATE OF MICHIGAN MDEQ	CHESTER LISCENSE RENEWAL L1 L2	95.00
04/20/2017	32001	STATE OF MICHIGAN-DOT	TRAFFIC SIGNAL ENERGY	8.63
04/20/2017	32002	TIME EMERGENCY EQUIPMENT	FIRE TOOLS	370.59
04/20/2017	32003	VILLAGE OF LEXINGTON	WATER SEWER RUBBISH	7,074.33
04/26/2017	32004	AT&T	DPW INTERNET MR - AP 2007	130.00
04/26/2017	32005	BARBARA SCHULTZ	JAN - MARCH 2017 MTGS	340.00
04/26/2017	32006	BCBS OF MICHIGAN	HEALTH MAY 15-JUNE 14,17	1,222.91
04/26/2017	32007	CUTLER SUPPLY, INC.	BATHROOM SUPPLY PARKS	139.00
04/26/2017	32008	FERGUSON ENTERPRISES, INC.	VILLAGE WATER REPLACEMENT VALVE	171.07
04/26/2017	32009	FIRST DUE	ANNUAL SERVICE FOR JAWS OF LIFE	740.92
04/26/2017	32010	FREDRIC ROBERTS EDD	PSYCH TESTING FOR POLICE	300.00
04/26/2017	32011	HACH COMPANY	LAB SUPPLY SEWER TESTING OUTSIDE SALE	703.23
			WTP SUPPLY	<u>286.14</u>
				989.37
04/26/2017	32012	IIMC	ANNUAL FEE 6-30-18	160.00
04/26/2017	32013	JUDITH VANDEWARKER	ENVIRON. MTGS AP-MARCH 2017	105.00
04/26/2017	32014	KRISTEN KAATZ	JAN-MARCH 2017 MTGS	610.00
04/26/2017	32015	LAKESIDE BUILDING SUPPLIES	MUTI FUND SUPPLY	223.96
04/26/2017	32016	LISA ADAMS	JAN - MARCH 2017 MTGS	340.00
04/26/2017	32017	LOWE S BUSINESS ACCOUNT	MULTI FUNDS	198.85
04/26/2017	32018	MICHAEL FULTON	JAN - MARCH 2017 MTGS	340.00
04/26/2017	32019	MUNICIPAL SUPPLY CO	REPAIR OF EYE TRANSMITTER	420.73
04/26/2017	32020	NEAL ROSSOW	POLICE ADMIN APRIL 2017	2,918.75
04/26/2017	32021	NICK DICKINSON	JAN-MARCH MTGS 2017	215.00
04/26/2017	32022	OPERATING ENGINEERS FRINGE	UNION HEALTH AP 2017	4,211.20
04/26/2017	32023	OPERATING ENGINEERS LOCAL 324	HEALTH JULY 2017	6,316.80
04/26/2017	32024	PRO TECH SYSTEMS	SERVICE CAL MHP	55.00
04/26/2017	32025	PUBLIC SAFETY CENTER, INC.	LFD NOMEX HOODS	214.20

CASH SUMMARY BY FUND FOR VILLAGE OF LEXINGTON
 FROM 07/01/2016 TO 04/30/2017
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

05/02/2017 09:53 AM
 User: SHELLY
 DB: Village Of Lexing

Fund	Description	Beginning Balance 07/01/2016	Total Debits	Total Credits	Ending Balance 04/30/2017
101	GENERAL FUND	127,120.13	1,017,788.62	962,112.10	182,796.65
202	MAJOR STREET FUND	58,366.55	53,761.55	54,165.45	57,962.65
203	LOCAL STREET FUND	176,389.01	60,050.05	73,909.35	162,529.71
204	MUNICIPAL STREETS	336,004.77	159,619.63	17,290.84	478,333.56
205	COUNTY ROADS	193,456.53	16,645.83	26,795.46	183,306.90
209	CEMETERY FUND	36,139.27	45,459.40	39,609.97	41,988.70
402	CAPITAL EQUIPMENT FUND	43,212.98	5,000.00	20,084.60	28,128.38
494	DOWNTOWN DEVELOPMENT AUTHORITY	183,817.76	108,168.34	291,986.10	0.00
590	SEWER FUND	308,731.10	256,341.44	289,671.14	275,401.40
591	WATER FUND-D -PROCESSING	1,195,072.53	605,370.70	680,759.91	1,119,683.32
595	LEX MOBILE HOME PARK	370,679.31	672,390.46	555,815.66	487,254.11
	TOTAL - ALL FUNDS	3,028,989.94	3,000,596.02	3,012,200.58	3,017,385.38

Fund 202 MAJOR STREET FUND

GL Number	Description	Balance
*** Assets ***		
202-000-001.000	CASH-CHECKING TALMER	57,962.65
202-000-015.200	A/R MISC.	3,758.44
Total Assets		<u>61,721.09</u>
*** Liabilities ***		
Total Liabilities		<u>0.00</u>
*** Fund Balance ***		
202-000-390.000	FUND BALANCE ACCOUNT	65,267.54
Total Fund Balance		<u>65,267.54</u>
Beginning Fund Balance		65,267.54
Net of Revenues VS Expenditures		(3,546.45)
Ending Fund Balance		61,721.09
Total Liabilities And Fund Balance		61,721.09

Fund 204 MUNICIPAL STREETS

GL Number	Description	Balance
*** Assets ***		
204-000-001.000	CASH-CHECKING TALMER	478,333.56
204-000-123.100	PREPAID FUEL FOR TANKS	(1,425.39)
Total Assets		<u>476,908.17</u>
*** Liabilities ***		
204-000-202.000	ACCOUNTS PAYABLE	(1.02)
Total Liabilities		<u>(1.02)</u>
*** Fund Balance ***		
204-000-390.000	Fund Balance	336,824.75
Total Fund Balance		<u>336,824.75</u>
Beginning Fund Balance		336,824.75
Net of Revenues VS Expenditures		140,084.44
Ending Fund Balance		476,909.19
Total Liabilities And Fund Balance		476,908.17

Fund 209 CEMETERY FUND

GL Number	Description	Balance
*** Assets ***		
209-000-001.000	CASH-CHECKING TALMER	15,049.47
209-000-001.800	INVESTMENT-CADRE	26,939.23
209-000-123.000	PREPAID EXPENSES	1,034.52
Total Assets		<u>43,023.22</u>
*** Liabilities ***		
Total Liabilities		<u>0.00</u>
*** Fund Balance ***		
209-000-390.000	FUND BALANCE ACCOUNT	36,091.08
Total Fund Balance		<u>36,091.08</u>
Beginning Fund Balance		36,091.08
Net of Revenues VS Expenditures		6,932.14
Ending Fund Balance		43,023.22
Total Liabilities And Fund Balance		43,023.22

Fund 494 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	Balance
*** Assets ***		
	Total Assets	<u>0.00</u>
*** Liabilities ***		
	Total Liabilities	<u>0.00</u>
*** Fund Balance ***		
494-000-390.000	FUND BALANCE ACCOUNT	182,936.08
	Total Fund Balance	<u>182,936.08</u>
	Beginning Fund Balance	182,936.08
	Net of Revenues VS Expenditures	(182,936.08)
	Ending Fund Balance	0.00
	Total Liabilities And Fund Balance	0.00

Fund 591 WATER FUND-D -PROCESSING

GL Number	Description	Balance
*** Assets ***		
591-000-001.000	CASH-CHECKING TALMER	822,697.17
591-000-001.200	ESCROW ACCOUNT	290,476.05
591-000-001.800	INVESTMENT-CADRE	6,510.10
591-000-004.000	PETTY CASH	100.00
591-000-015.000	ACCOUNTS RECEIVABLE	2,993.06
591-000-015.175	A/R WATER TESTING	755.22
591-000-015.185	A/R LWTUA	8,496.55
591-000-015.189	A/R CAPACITY LWTUA	367,884.80
591-000-015.250	WATER TOWER ANTENNA RENT	0.90
591-000-015.300	A/R UNBILLED UTILITIES	39,533.54
591-000-030.300	DEFERRED OUTFLOW	80,855.00
591-000-123.000	PREPAID EXPENSES	36,980.31
591-000-130.000	LAND	17,495.39
591-000-144.000	EQUIPMENT	184,466.52
591-000-152.100	WATER MAINS	2,425,938.44
591-000-152.150	M - 25 WATER MAIN	487,658.29
591-000-152.200	EMERGENCY WELLS	17,478.45
591-000-152.250	WATER BUILDINGS	33,512.59
591-000-152.500	WATER FILTRATION PLANT	5,075,964.32
591-000-152.900	ELEVATED WATER TANK	446,163.73
591-000-153.000	CONSTRUCTION IN PROGRESS	37,985.00
591-000-264.000	ACCUMULATED DEPRECIATION	(4,005,411.02)
Total Assets		6,378,534.41
*** Liabilities ***		
591-000-202.000	ACCOUNTS PAYABLE	23,158.82
591-000-205.000	OPEB OBLIGATION	133,497.00
591-000-205.600	NET PENSION LIABILITY	342,987.00
591-000-208.200	WATER/SEWER CITIZEN LOAN PAYA	401,048.35
591-000-220.200	DEF REVENUE-METER DEPOSIT	14,684.92
591-000-220.400	RESERVE CAPACITY DEFERRAL	275,000.00
591-000-220.450	DEFERRED CAPACITY LWTUA	367,884.80
591-000-251.000	ACCRUED INTEREST PAYABLE	9,244.69
591-000-300.300	DWRP BOND PAYABLE	1,065,000.00
Total Liabilities		2,632,505.58
*** Fund Balance ***		
591-000-390.000	FUND BALANCE ACCOUNT	(140,503.95)
591-000-391.300	RESERVED FUND BALANCE-MAINTEN	44,690.00
591-000-395.000	RETAINED EARNINGS	3,903,872.95
591-000-395.100	RET.EARNINGS-METER CH.DEPOSIT	15,543.61
Total Fund Balance		3,823,602.61
Beginning Fund Balance		3,823,602.61
Net of Revenues VS Expenditures		(77,573.78)
Ending Fund Balance		3,746,028.83
Total Liabilities And Fund Balance		6,378,534.41

L-4029

2017 Tax Rate Request (This form must be completed and submitted on or before September 30, 2017)
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes Sanilac	2017 Taxable Value of ALL Properties in the Unit as of 5-22-17 45,934,158
Local Government Unit Requesting Millage Levy VILLAGE OF LEXINGTON	
For LOCAL School Districts: 2017 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.	

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2017 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2016 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2017 Current Year "Headlee" Millage Reduction Fraction	(7) 2017 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
CHTR	OPERATION		12.5	7.7030	0.9858	7.5936	1.0	7.5936	7.5936		
CHTR	STREET		5.0	3.0810	0.9858	3.0372	1.0	3.0372	3.0372		
CHTR	CEMETERY		1.0	.6159	0.9858	.6071	1.0	.6071	.6071		
ADMIN			1%								
									11.2379		

Prepared by ELIZABETH GROHMAN	Telephone Number 810-359-8631	Title of Preparer CLERK	Date 5/22/2017
---	---	-----------------------------------	--------------------------

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature	Print Name	Date
<input type="checkbox"/> Secretary			5/22/2017
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President			5/22/2017

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2017 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

** IMPORTANT: See instructions on page 2 regarding where to find the millage rate used in column (5).

PROPOSED
LEXINGTON DOWNTOWN DEVELOPMENT AUTHORITY BUDGET
July 1, 2017 to June 30, 2018

	2016/2017		2017/2018		Change From Prior Year	Variance Analysis
	Original Budget	Proposed Amended Budget	Budget	Budget		
Contracted Services	\$ 1,200.00	\$ 1,300.00	\$ 1,300.00	\$ -		
Electric	\$ 300.00	\$ 500.00	\$ 500.00	\$ -		
Gas	\$ 300.00	\$ 400.00	\$ 400.00	\$ -		
Water/Sewer	\$ 330.00	\$ 330.00	\$ 330.00	\$ -		
Telephone/Internet	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ (600.00)		
Supplies			\$ 600.00	\$ 600.00		
We. \$	8,330.00	8,730.00	8,730.00	\$ -		
Advertising/Publications	\$ 6,000.00	\$ 40.00	\$ -	\$ (40.00)		
Equipment	\$ -	\$ -	\$ -	\$ -		
Dues/Subscriptions	\$ -	\$ -	\$ 7,800.00	\$ -		Village Mgr. has agreed to pay for 50% in 2018/2019 fiscal year
Wi/FI Service from Agrivalley	\$ -	\$ 50.00	\$ 300.00	\$ -		
Pandora Music Service for DOWNTOWN	\$ -	\$ -	\$ -	\$ -		
Postage	\$ -	\$ -	\$ 100.00	\$ 100.00		
Clerical	\$ -	\$ -	\$ 600.00	\$ 600.00		Board Meeting Minutes/Agenda/Packet - reimburse Village
Total Expenses	\$ 252,144.00	\$ 245,322.00	\$ 127,730.00	\$ (117,592.00)		
Total Excess Expenses to Revenue	\$ (148,465.00)	\$ (141,643.00)	\$ 2,695.98	\$ 144,338.98		
Fund Balance at Beginning of Year	\$ 182,936.00	\$ 182,936.00	\$ 41,293.00	\$ (141,643.00)		
Net Change in Fund Balance	\$ (148,465.00)	\$ (141,643.00)	\$ 2,695.98	\$ -		
Fund Balance Remaining	\$ 34,471.00	\$ 41,293.00	\$ 43,988.98	\$ -		

Sean S. Adams, EdD
Manager
Village of Lexington
7227 Huron Suite 100
Lexington, MI 48450
Office: (810) 359-8631 ext. 105
Mobile: (810) 404-0360
seanadams@villageoflexington.com

This message (including any attachments) may contain confidential, proprietary, privileged and/or private information. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.

From: Kitchen, Dan [<mailto:dkitchen@utilityservice.com>]
Sent: Thursday, May 18, 2017 8:21 AM
To: Sean Adams <seanadams@villageoflexington.com>
Subject: RE: New Contract Language

Hi Sean,

You are correct, the actual rehab is \$200K. In a five year spread, we have to put 4 base fees into it for future rehabs, annual inspections, and warranties. The first year we consider to be a warranty year, so that is why we don't put 5 base fees in a 5 year spread. Does this clarify your concerns?

Thanks,
Dan

Dan Kitchen
Water System Consultant
dkitchen@utilityservice.com

Mob. : +1 (269) 377-0771
dkitchen@utilityservice.com



Utility Service Co., Inc.
Portage, MI
www.utilityservice.com

From: Sean Adams [<mailto:seanadams@villageoflexington.com>]
Sent: Thursday, May 18, 2017 8:00 AM
To: Kitchen, Dan <dkitchen@utilityservice.com>
Subject: RE: New Contract Language

Dan,

I am concerned about this part of the contract: *The first (1) annual fee shall be \$100,000.00 per Contract Year. The annual fees for years 2,3,4 and 5 shall be \$44,984.00 per Contract Year. The annual fee for Contract Year 6 shall be \$20,566.00 per Contract Year.*



Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: Village of Lexington
Lexington, MI

Tank Size/Name: 250,000 Gallon- Pedisphere

Location: 5155 Lakeshore Drive

Date Prepared: May 17, 2017

Michigan, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. Chemical Clean Service.

1. During the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

J. Mixing System Installation and Service.

1. The Company shall install an active mixing system in the Tank.

2. The particular unit that will be installed in the Tank is a NSF Approved PAX PWM 100 active mixing system along with its component parts.

3. The Company will inspect and service the active mixing system when the tank is drained for washout inspections. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

4. The Owner shall be responsible for draining the tank if determined necessary by the Company due to operational problems with the mixing system. The provisions of Section 1.B shall be followed in this circumstance.

K. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

SCHEDULE A

Scope of Work

YEAR 1 (2017)

Exterior Specifications – Contract Year 1

1. All exterior surfaces must be pressure washed with a minimum of 4,000 P.S.I. washer to remove any surface contamination.
2. All rusted areas must be Hand/Power tool cleaned per SSPC-SP2, SP3 cleaning methods.
3. All rusted or bare areas must be spot primed with a rust inhibitive metal primer.
4. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
5. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces (100%).
6. Retrace two (2) Logos.
7. Exterior will be two-tone

Repairs – Contract Year 1

1. Install access ladders cable safety climbing devices
2. Install interior ladder
3. Install 24- frost proof roof vent
4. Install safety corral on the roof

Active Mixer – Contract Year 1

1. Install PAX PWM 100

VILLAGE OF LEXINGTON
Planning Commission Regular Meeting
Monday, May 1, 2017
7 p.m.

Meeting Called to Order: 7:00.m.by Chairperson Dave Picot

Roll Call by Beth Grohman, Village Clerk

Present- Stencel, McCombs, Fulton, Kaatz, Reinhard, Ziegler, Macksey, Picot

Absent –Huepenbecker

Others Present – Beth Grohman

Approval of Agenda: Motion by Ziegler, seconded by Reinhard, to approve the agenda as amended

All Ayes

Motion Carried

Approval of Minutes: Motion by Ziegler, seconded by Macksey, to approve the minutes of March 6, 2017 as presented

All Ayes

Motion Carried

Zoning Administrator Report – 27 permits issued

Public Comment – None

Old Business:

New Business:

1. **Discussion with Village Manager on Going Forward with Goals for the Planning Commission** –

Village Manager Sean Adams unable to attend. Revisit next month

Discussion

a. Outdoor Displays- Notice to be sent regarding items left out after hours.

b. Violation Fee Structure – Not strict enough. Recommendation to send to Council to review.

c. Short Term Rentals –

d. Medical Marihuana -

e. Vacant Building Store Fronts –

Kaatz excited the meeting at 7:55 p.m.

f. Zoning Changes for North End Annexed Properties – Currently Birch Drive does not have access to the village sewers. Picot and Sean Adams have discussed the possibility of rezoning this area to R1-C and allow for septic and wells within the village limits. McCombs and Macksey to work together on establishing a new residential zone.

Personnel Committee 7227 Huron Avenue, Lexington, Michigan 48450
May 10 2017

1. Call to order: By President Kaatz at 6:35 p.m.

2. Roll call:

Present: Adams, Beardslee, Kaatz

Absent: None

Others Present: Adams, Bender, Schutt, John Sarafin, Micki Czeeniak, State Labor Negotiator

3. Approval of Minutes – Motion by Beardslee, seconded by Adams, to approve the minutes of April 6, 2017 as presented.

All Ayes. Motion carried

4. Approval of Agenda – Motion by Beardslee, seconded by Adams, to approve the agenda.

All Ayes. Motion carried

5. Public Comment – None

6. Business:

a. Union Negotiations – Introduction by Micki Czeeniak. Motion by Beardslee, seconded by Adams, to move into closed session at 6:43 p.m..

All Ayes

Motion carried

Returned to open session at 9:03 p.m.

Sean Adams presented a drafted contract for Village Manager.

Motion by Beardslee, seconded by Adams, to adjourn meeting at 9:07p.m.

All Ayes

Motion carried

Beth Grohman, Village Clerk

DIRECTOR'S REPORT CONTINUED:

- Partaka explains she and Calamita met with the assistant school superintendent regarding the Fraser property. Partaka explains the meeting did not go well as they received mixed messages on what the school wants to do with this property. Partaka explains we will be attending the School Board Meeting tonight as the Fraser property is on their agenda.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

- **Policy & Procedures Moving Forward** – Calamita explains we just received these yesterday. We can look them over and see if there are any changes that need to be made for next month's meeting.

MOTION by Partaka, seconded by Mills to postpone the policy and procedures until the April meeting.

All Ayes

Motion carried.

- **Treasurer Resignation** – Calamita explains Shelly Hassler could not be here tonight but will be resigning as treasurer and secretary. Calamita explains per the attorney Partaka could hold the Treasurer's position. Partaka explains she would do the work of preparing the bills to be paid, but would not be a check signer.

MOTION by Mills, seconded by Partaka to postpone the Treasurer's Resignation until a special meeting on Tuesday, March 14, 2017 at 9:00 am.

All Ayes

Motion carried.

- **Appoint Vice Chairperson** –

MOTION by Calamita, seconded by Mills to nominate Peggy Stencel as Vice Chairperson.

All Ayes

Motion carried.

- **Appoint Check Signers** –

MOTION by Partaka, seconded by Kaatz to appoint Elva Mills and Katherine Calamita as check signers for the new DDA account.

All Ayes

Motion carried.

- **King & King Proposal Letter** – Calamita explains she spoke with Lehn King who indicated he is not aware of any DDA having to do their own audit. King explained legally you cannot do that. Calamita explains the Village will still continue to do the DDA audit.
- **Hiring Events Coordinator** – Calamita explains we need to get someone in training this year to work with Partaka on the events so they can take it over next year. Sean Adams will draft the paperwork needed to advertise for this position. Adams explains this process would include an interview panel. Board members decided to have Adams, Stencel, Partaka, Galley, and Calamita on the interview panel. Board members discuss the hours of training and salary. Partaka explains the all the duties this new person would take on as well as the additional duties the second person would incur such as Wi-Fi, marketing, walking maps, etc. Adams suggests working on this for April's meeting.

Lexington North Shores Mobile Home Community
Advisory Committee Minutes
April 24, 2017 6:00 P.M. - MHP Clubhouse

Meeting called to order by Pauline Balan at 6:00 p.m.

Present: Balan, Warren, Reckinger, Jarsoz, Beardslee, Schultz

Absent: Twigg

Others present: Sean Adams and seven residents

Minutes of March 23, 2017- Motion by, seconded by to approve the minutes as presented. All Ayes,
Motion Carried

Approval of the Agenda Motion by seconded by approve the agenda as amended, Old Business,
Inspector, New Business, Fiber Optic Cable. All Ayes, Motion Carried

Public Comment –

Old Business

1. Street Signs - Village Manager Sean Adams to meet with Chris Heiden and requote the signs and present to Council on behalf for MHP Advisory Board.
2. Roof – Village seeking quotes. Village Manager Sean Adams to handle.
3. Black Top Roads – Village Manager Sean Adams to take to board in May. Motion by Beardslee, seconded by Jarsoz to send Black Top Sealant to Village Council. All Ayes, Motion carried.
4. Lot Pads- Size change approved by Council. Discussion
5. Park Manager – Done
6. Heat/Air Conditioning– Motion by Jarosz, seconded by Reckinger to authorize Warren and Village Manager Sean Adams, to work on bids. All Ayes, Motion carried.
7. Inspector – Discussion on inspector and inspection program and follow ups. Recommendation to wait until Park Manager is in place to handle.
8. Advertising – Discussion on advertising with Hometown Shopper. Motion by Jarosz, seconded by Beardslee, to recommend to Council advertising for three months with Hometown Shopper at a cost not to exceed \$1400.
All Ayes, Motion carried

New Business

1. Blight Issues for 2017 – Garbage on beach and on hill, powerwashing of trailers, and bulletin board.

VILLAGE OF LEXINGTON ENVIRONMENTAL COMMITTEE REGULAR MEETING

7227 Huron Avenue, Suite 100, Lexington, MI 48450

May 11, 2017

DRAFT

CALL TO ORDER Chairperson McCombs called the meeting to order at 10:07 AM.

ROLL CALL: Present: Jaime McCombs, Bill Ehardt, Cindy Stewart, Cindy Davis, Marti McClelland
Absent: Darlene Carpenter, Betty Pasut
Others: Judy Vandewarker, recorder

APPROVAL OF AGENDA McCombs added Item "i. May Clean-up" to the agenda. Cindy Davis made a motion to approve, seconded by McClelland, and carried.

APPROVAL OF MINUTES - Ehardt made a motion, seconded by Stewart, to approve the minutes of the meeting of 4/6/2017 as corrected, which carried. Stewart moved to also accept the minutes of the special meeting of 4/20/2017 as corrected: Motion was supported by McClelland and carried.

BUSINESS

a. Arbor Day, 4/27/2017

Arbor Day was proclaimed to be a huge success! It was well attended by interested citizens. Speaker Kay Sicheneder of Owen Tree Service, is an excellent presenter, informative and entertaining. She was pleased by the crowd, and brought supportive printed materials to add to those the committee had available.

Davis agreed to put left-over documents in order so they can be stored for next year.

The tree planting took place on Friday, 4/28, and it went well, too. McCombs sent thank you notes to Kay and to the soil conservation for the seedling we passed out.

b. Phragmite Report

Stewart reported that she took information on phragmites to Eric Levine, Editor of the *Sanilac County News*, and suggested that he print an informative article on controlling them. She explained that keeping the invasive growth out is not expense, but efforts must be continued. The vendor we use obtains the DEQ permits required and applies a

h. FYI

McCombs included Tree City USA's Bulletin #2: "When a Storm Strikes" for member information.

i. May Clean-up

The community clean up at the park is scheduled for Saturday, May 20th. McClelland agreed to attend with her husband to insure the MS4 garden gets cleaned up.

Ehardt said he has milk weed seeds ready for planting in the butterfly garden.

Next regular meeting date: Thursday, 6/08/2017 at 10:00 AM.

CORRESPONDENCE None

PUBLIC COMMENT None

ADJOURNMENT Motion by Davis, seconded by Ehardt to adjourn at 11:25 AM.

Respectfully submitted:

Judy Vandewarker, Recorder

May 15, 2017

- d. Ice Rink Layout – Edmonson to do the layout.
- e. Pavilion – Move to wish list. No funding available at this time.
- 3. **Parks and Recreation Master Plan Update-** Bankson and Grohman to work on fixing errors.
- 4. **Civil War Encampment** – Bankson reported she now has 1155.00 in sponsor money. Discussion on the schedule and set up.
- 5. **Budget Review** – Review and discussion on current budget and cuts for next fiscal budget.
- 6. **Mobile Home Park** – Work orders for placement of life rings needed and placement of porta potty.
- 7. **Other** –

Public Comment – None

Adjournment- Motion by Edmonson, seconded by Bankson, to adjourn meeting at 10:05 a.m.

All Ayes

Motion carried.

Respectfully Submitted
Beth Grohman

DRAFT