

## MONTHLY COUNCIL MEETING

CONFERENCE ROOM VILLAGE HALL 7227 HURON AVE., LEXINGTON, MI

### AGENDA

**DATE OF MEETING:** MONDAY, SEPTEMBER 23, 2019  
**TYPE OF MEETING:** REGULAR MONTHLY COUNCIL MEETING

**TIME OF MEETING:** 7:00 P.M

**CALL TO ORDER / REGULAR MONTHLY COUNCIL MEETING**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL BY CLERK**

**PUBLIC COMMENT**

**APPROVAL OF AGENDA**

**BUSINESS: Pages 1-40  
ADMINISTRATION**

- A. MINUTES – Motion to approve the Regular Council Meeting of August 26, 2019 as presented.
- B. INVOICE – KELLY LAW FIRM – Motion to approve the payment of \$1106.00 to Kelly Law Firm.
- C. CIP COMMITTEE APPOINTMENTS – Motion to approve the appointments of Holly Tatman, Shelly McCoy, Chris Heiden, Larry Sheldon, Keefe Radtke, Mike Fulton, Bill Ehardt, and Jim Macksey.
- D. UNION GRIEVANCE –Personnel
- E. PEDDLER'S AD-HOC COMMITTEE UPATE – Tatman
- F. BASEMENT REPAIR BIDS
- G. CONCRETE BID – Motion to approve the Concrete Contract with Martin Concrete for one year.

**ENVIRONMENTAL COMMITTEE Pages 41-44**

- H. TREE PLANTING BIDS – Motion to accept the bid from Marine City Nursery for tree planting at a cost of \$4700.
- I. TREE INVENTORY PROPOSAL.

**MOBILE HOME PARK Page 45**

- J. MHP LOT DEPOSIT REFUND – Motion to approve the refund of \$502.00 to David Sutts Lot #89.

**FINANCIAL REPORTS – Pages 46-90**

Motion to approve the check register in the amount of \$257,507.04 check numbers 34840 through 34906 and the financial reports.

**MINUTES/ REPORTS/MONTHLY SCHEDULE: Pages 91-116**

MANAGER REPORT

CLERK REPORT

ZONING ADMINISTRATOR REPORT

MHP MANAGER REPORT

POLICE REPORT

FIRE DEPARTMENT REPORT

OPERATIONS

DPW PROJECT

PLANNING COMMISSION

ENVIRONMENTAL

DDA

MHP ADVISORY BOARD

CEMETERY BOARD

PERSONNEL COMMITTEE

DDA FINANCIAL REPORTS

OCTOBER MEETING SCHEDULE

**CORRESPONDENCE Page 117**

Library Report

**PUBLIC COMMENT**

**COUNCIL PERSON COMMENTS**

**ADJOURNMENT**

**The Village of Lexington Common Council held a Regular Meeting Monday, August 26, 2019, 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, Picot, Muoio, Fulton, Schultz, Kaatz

**Absent:** Jarosz

**Others present:** Tatman, Irwin, Heiden, Dawson, and 11 citizens

**Public comment:**

Joe O'Mara – County Commissioner – County working on Union Negotiations and the budget. Budget hearing will be November 5, 2019.

Jamie McCombs- Environmental Committee Chair – Commented on concerns about boats parking too close to beach on Lake Street and possible fuel/oil leakage, and emptying of holding tanks. Also commented hard working volunteers, disrespecting/disregarding protocol.

Steve Stencil – 7293 Simons Street – Commented on concerns about parking and taping off the east side of Washington and Simons during the Fine Arts Fair and illegal parking on the west side.

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

All Ayes

Motion carried

**BUSINESS**

**ADMINISTRATION**

**A. APPROVAL OF MINUTES** – Motion by Kaatz, seconded by Schultz, to approve the minutes from the Regular Meeting of July 22, 2019 with corrections.

All Ayes

Motion carried

**B. INVOICE – KELLY LAW FIRM** – Motion by Schultz, seconded by Ehardt, to approve the payment of \$490 to Kelly Law Firm.

Roll Call

Ayes- Schultz, Ehardt, Picot, Muoio, Fulton, Kaatz

Nays- None

Motion carried

**C. PEDDLER'S ORDINANCE AD-HOC COMMITTEE UPDATE** – Tatman – Tatman putting together ad draft to present to the Ad- Hoc Committee for the next meeting. Possible recommendations will be two different ordinance, one being Peddlers/Hawkers which will be for special events only and then an ordinance for food trucks. Recommendations will be made to council. The Ad-Hoc Committee is not a governing body and only makes recommendations. Kaatz encouraged the citizens to attend the AD-Hoc Committee meetings and give input.

**D. ZBA BOARD RESIGNATION** – Motion by Muoio, seconded by Schultz, to accept the resignation of David Picot with regret from ZBA Board.

Roll Call

Ayes- Muoio, Schultz, Ehardt, Picot, Fulton, Kaatz

Nays- None

Motion carried

**E. DDA BOARD APPOINTMENT** - Motion by Ehardt, seconded by Fulton, to approve the appointment of Brian Blaesing to the DDA Board.

Roll call

Ayes- Ehardt, Fulton, Picot, Muoio, Schultz, Kaatz

Nays- None

Motion carried

Motion by Schultz, seconded by Ehardt, to approve the appointment of Kathy Parraghi, to the DDA Board.

Roll Call

Ayes -Schultz, Ehardt, Picot, Muoio, Fulton, Kaatz

Nays- None

Motion carried

**F. UNION CONTRACT** – Motion by Ehardt, seconded by Schultz, to approve 2019-22 the Union Contract as presented.

Discussion

Roll Call

Ayes – Ehardt, Schultz, Picot, Muoio, Fulton, Kaatz

Nays- None

Motion carried

**G. RESOLUTION 2019-07 RECOGNITION AND APPRECIATION** – Motion by Schultz, seconded by Fulton, to approve Resolution 2019-07 Recognition and Appreciation to Reverend Barry Sheldon.

Roll call

Ayes- Schultz, Fulton, Ehardt, Picot, Muoio, Kaatz

Nays- None

Motion carried

## **CEMETERY**

**H. PROPOSAL TO RAISE LEVEL OF LOTS 1-8 IN THE WEST SECTION** – Motion by Schultz, seconded by Ehardt, to accept the bid from Jim Colburn for Phase 1 of the Project to raise level of Lot 1-2 at the cost of \$3500.

Discussion

Roll call

Ayes-Schultz, Ehardt, Picot, Muoio, Fulton, Kaatz

Nays-None

Motion carried

## **MOBILE HOME PARK**

**I. MHP LOT DEPOSIT REFUND** – Motion by Schultz, seconded by Fulton, to approve the refund of \$324 to Marie Thielman, Lot 108.

Roll Call

Ayes – Schultz, Fulton, Ehardt, Picot, Muoio, Kaatz

Nays - None

Motion carried

**WATER/SEWER**

**J. WATER MAIN TAP – BARTOW 5120 LAKESHORE ROAD** – Motion by Schultz, seconded by Ehardt to accept the bid from Key’s Excavating at a cost of \$7800.

Discussion

Schultz amended the motion to include materials and approve up \$11,500, amendments supported by Ehardt

Roll call

Ayes- Schultz, Ehardt, Picot, Muoio, Fulton, Kaatz

Nays - None

Motion carried

**K. CONTINUOUS MONITORING TURBIDMETERS** – Motion by Ehardt, seconded by Fulton, to approve the expenditure of up to \$11,000 for Continuous Monitoring Turbidmeters with reimbursement of fifty five percent from wholesale customers.

Discussion

Roll call

Ayes- Ehardt, Fulton, Picot, Muoio, Schultz, Kaatz

Nays- None

Motion carried

**L. METER & MXU PURCHASE** – Heiden explained that twenty percent of the Village homes have MXU meters that can be read from the road. Over the next two years, Heiden would like install MXU meters in the remaining eighty percent. Funds have been set aside and restricted for the meter purchases only. Motion by Schultz, seconded by Ehardt to approve up to \$160,000 from the water fund earmarked for water meters over the next two years.

Discussion

Roll call

Ayes- Schultz, Ehardt, Picot, Muoio, Fulton, Kaatz

Nays- None

Motion carried

**M. LESTER STREET EROSION REPAIRS** – Heiden explained stone will have to be brought in by hand to build up the wall. Work will be done by the DPW and the jail work crew. Baskets will be put in place and then filled with stone. Approximate cost \$19,950. Tatman to contact with DNR Trustfund and the Army Corp of Engineers. Motion by Ehardt, seconded by Muoio, to approve up to \$20,000 to fund the repairs for the erosion on Lester Street.

Roll Call

Ayes- Ehardt, Muoio, Picot, Fulton, Schultz, Kaatz

Nays- None

Motion carried

**N. LAGOON BLOWER REPLACEMENT** – Motion by Schultz, seconded by Muoio to approve up to \$5500 to replace a lagoon aeration blower.

Roll Call

Ayes- Schultz, Muoio, Ehardt, Picot, Fulton, Kaatz

Nays- None

Motion carried

**FINANCIALS** –

Motion by Ehardt, seconded by Fulton, to approve the check register in the amount of \$127,982.11 check numbers 34736 through 345839 and financial reports.

Roll Call

Ayes- Ehardt, Fulton, Picot, Muoio, Schultz, Kaatz

Nays- None

Motion carried

**PUBLIC COMMENT**

Jamie McCombs – Commented on previous plans for the end of Lester Street, storm water and MS4.

Steve Stencil – Questions regarding MXU meters and Bartow property, sewer north and a bike path concept

**COUNCIL PERSONS COMMENTS**

Muoio – Thank you to Chris for work on all the projects presented.

Kaatz- Commented on the MHP bluff issues

**ADJOURNMENT** – Motion by Schultz, seconded by Muoio, to adjourn the meeting 8:15 p.m.

All Ayes

Motion carried

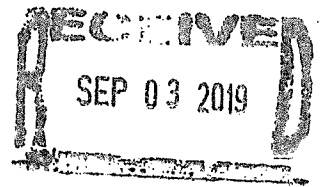
Respectfully Submitted

Beth Grohman

# KELLY LAW FIRM

KEYES ADAIR MOSSETT & ELLIOTT, PLLC

Since 1889



August 29, 2019

Invoice #53536

Village of Lexington  
7227 Huron Avenue  
Lexington, MI 48450

In Reference            Local Government Matters  
To:

Professional Services

		<u>Hours</u>	<u>Amount</u>
8/1/2019	JLM    Review email from Ms. H. Tatman and letter from Township to Village regarding shared expenses; email Ms. Tatman regarding same.	0.60	
8/7/2019	JLM    Review union contracts; exchange emails with Ms. H. Tatman regarding same.	1.00	
8/9/2019	JLM    Telephone conference with Mr. C. Partaka.	1.30	
	JLM    Review KLA contract and materials from Ms. H. Tatman.	1.00	
8/14/2019	JLM    Exchange emails with Ms. H. Tatman.	0.40	
8/16/2019	JLM    Email Ms. H. Tatman regarding KLA speaker system.	0.80	
8/21/2019	JLM    Email Mr. C. Partaka to follow up regarding records relating to Hall.	0.20	
	JLM    Review email from Ms. H. Tatman, minutes of DDA meetings regarding speaker system issue; review emails between Ms. Tatman and KLA.	1.00	

627 FORT STREET • PORT HURON, MI 48060-3904

810 987-4111 • FAX 810 987-8763 • EMAIL [info@porthuronlaw.com](mailto:info@porthuronlaw.com) • WEBSITE [www.porthuronlaw.com](http://www.porthuronlaw.com)

# KELLY LAW FIRM

KEYES ADAIR MOSSETT & ELLIOTT, PLLC

Since 1889

Village of Lexington

Page 2

	<u>Hours</u>	<u>Amount</u>
8/22/2019 JLM Telephone conference with Mr. C. Partaka regarding ownership of, and division of expenses for, Village Hall; telephone conference with Ms. H. Tatman regarding speaker system issue, sick leave accrual during worker's compensation leave, and ownership and division of expenses for Village Hall.	1.00	
JLM Review files, prepare letter to Stewart, Beauvais and Whipple.	0.60	
For professional services rendered	<u>7.90</u>	<u>\$1,106.00</u>
Previous balance		\$490.00
Balance due		<u><u>\$1,596.00</u></u>

## Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Janal L. Mossett	7.90	140.00	\$1,106.00

627 FORT STREET • PORT HURON, MI 48060-3904

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Holly Tatman <htatmanvillagemgr@gmail.com>

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## CIP committee

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**Holly Tatman** <htatmanvillagemgr@gmail.com>

Tue, Sep 17, 2019 at 10:45 AM

To: "Young, Adam" <AYOUNG@wadetrim.com>

Cc: Kathleen Duffy <Kathleen.Duffy@smithgroup.com>

Thanks Adam - our committee is created and the president will formally announce it on the 23rd at the council meeting.

Manager - myself

Treasurer - Shelly

DPW/Water/Sewer - Chris Heiden

Police - Chief Sheldon

Fire - Chief Radtke

Council - Mike Fulton and Bill Ehardt (both with former experience in this)

Planning Committee - Jim Macksey

[Quoted text hidden]

VILLAGE OF LEXINGTON

PERSONNEL PRACTICES &  
POLICIES MANUAL

May 2006

Article 14

SICK LEAVE

1. All full-time employees are awarded 12 days of sick/personal leave each benefit year. Hours LEAVE will be posted on MARCH 1, ~~their anniversary date~~. New hires will receive one day of sick/personal leave at the end of each month their first year. New hires on MARCH 1 ~~their first anniversary~~ shall receive 1 day of sick/personal leave for each full month worked in the previous benefit year or a minimum of 5 days.
2. Sick leave time may be accrued up to 360 hours, and shall not be payable upon disciplinary termination. One may request payment of hours accrued in excess of 360 on their anniversary date. Failure to do so will result in loss of excess hours. The request must be made prior to February 28 and will be paid in the last pay period in March.
3. In addition to other notifying procedures, all employees must notify the Central Administrative Office OR, FOR DPW AND WATER PLANT EMPLOYEES, THE UTILITIES MANAGER'S OFFICE of their intent not to work due to illness. A message may be left on the answering machine during closed office hours. Notice must be given for each day missed.
4. Absences for three consecutive workdays, without notification, shall be considered to be a voluntary resignation, unless circumstances make it impossible to report.
5. Sick leave may be used for pregnancy, provided the employee presents medical certification of inability to continue work.
6. Sick leave shall not be accrued during a formal leave of absence. Vacation leave, sick leave, or seniority shall not accrue during a sick leave exceeding four weeks in duration. Holiday pay will not be paid during a sick leave of duration greater than four weeks.
7. Sick leave may be used for appointments with a doctor, dentist, or other recognized practitioners in quarter-hour increments.
8. The Village Manager reserves the right to require medical proof of illness at any time after two days absence if it is considered necessary. The Village Manager reserves the right to send the employee to a specified medical practitioner to verify an illness or to verify fitness for duty.
9. The employee shall record the use of sick leave on the time sheet. The supervisor's signature on the front of the time sheet indicates approved use of accrued sick leave.
10. Sick leave shall be used for personal illness or to tend to an ill dependant under your legal care.
11. Any sick days used, other than provided by this manual, shall be considered a misuse and abuse. Such use is subject to disciplinary action.

NOTE: Sick leave balances are shown on each employee's paycheck stub in the same manner.

**AN OVERVIEW  
OF WORKERS' COMPENSATION  
IN MICHIGAN**

**Bureau of  
Workers' Disability Compensation  
Michigan Department of  
Consumer & Industry Services  
Lansing, Michigan**

**November 2000**

determine the average by taking the total wages for those 39 weeks and dividing them by 39.

If John worked less than 39 weeks during the year prior to his injury, we divide the total earnings by the number of weeks he actually worked. Weeks in which no work was performed are not included in this calculation. Thus, if he worked for only 30 weeks during the year prior to his injury and earned a total of \$9,000, the average weekly wage would be \$300 (\$9,000 divided by 30).

### **Are fringe benefits included?**

Under certain circumstances the value of fringe benefits may be included in determining the average weekly wage. "Fringe benefits" include things such as the cost of health insurance, employer contributions to a pension plan, and vacation and holiday pay. Sometimes when a worker is injured, the company continues to provide fringe benefits. There is nothing in the law that requires the company to do this.

However, if benefits are not continued, the worker has suffered a greater loss of income. The value of fringe benefits that are not continued is added to the value of the cash wages to determine the worker's average weekly wage. There is a limit, however. Fringe benefits cannot be used to raise the benefit to more than two-thirds of the state average weekly wage.

### **How do you determine 80 percent of the after-tax value of a given wage?**

The bureau publishes tables that do this for you. Many factors are included in this calculation including the tax filing status, the number of dependents, and the state and federal tax rates. For each year since 1982 the bureau has published a table which translates a given average weekly wage into an amount equal to 80 percent of the after-tax value of that wage earned. The law provides that the determinations made by this table are conclusive and binding upon the parties.

### **Are there maximums and minimums?**

Yes. The law provides that the maximum rate of benefits is 90 percent of the state average weekly wage for the year prior to the injury. A worker does not receive benefits higher than this amount regardless of how high his or her earnings might have been.

For the ordinary injury there is no minimum benefit. However, a worker who suffers a specific loss, as discussed in Chapter 8, is entitled to a minimum benefit

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**FMLA/Worker's Compensation/Sick leave accrual**

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Janal Mossett <jMossett@porthuronlaw.com>  
To: Holly Tatman <htatmanvillagemgr@gmail.com>

Fri, Jun 14, 2019 at 12:41 PM

Holly,

Under the Village's policies, employees do not accrue PTO/vacations when the employee is on leave. This is not inconsistent with the Worker's Compensation Act, either. Therefore, the Village is correct in not allowing the PTO/vacations to accrue in this situation.

Sincerely,

Janal L. Mossett

**KELLY LAW FIRM**

KEYES ADAIR MOSSETT & ELLIOTT, PLLC

627 Fort Street

Port Huron, Michigan 48060

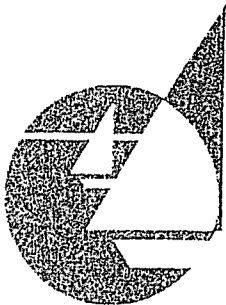
Telephone: 810-987-4111

Facsimile: 810-987-8763

E-mail: [jmossett@porthuronlaw.com](mailto:jmossett@porthuronlaw.com)

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## VILLAGE OF LEXINGTON

7227 HURON AVENUE, SUITE 100  
LEXINGTON, MICHIGAN 48150  
810-359-8631  
FAX: 810-359-5622

May 31, 2005

Mr. Ken Dombrow  
Business Representative  
International Union of Operating Engineers  
37450 Schoolcraft, Suite 110  
Livonia, Michigan 48150

Dear Mr. Dombrow,

On December 14, 2004 you filed grievance No. 691 with the Village of Lexington claiming a violation of Article XXIX of our Agreement. It is alleged that Pat Dawson, a Village police officer was denied "the right to return from sick leave in a prompt and timely fashion" and the union seeks "compensation for all lost wages and benefits".

The grievance procedure identified in Article XIII of the Agreement calls for a five step hearing process. The first three steps (Supervisor, Village Manager and Personnel Committee hearings) all resulted in denial of this grievance. A fourth step hearing was conducted on April 25 before the Lexington Board of Trustees. The purpose of his letter is to communicate the findings of this Board.

Article XXIX states that represented employees are entitled to 12 sick/personal days each year and can accrue those days to a maximum of 45 days. There is a requirement that "when sickness exceeds two days a doctor's slip is required before pay is allowed". A further requirement states that "The doctors slip must state the illness, remedy and date of readiness to return to work".

The sequence of events that led to this grievance was declared to not be in dispute by either the union or management. Events from a sequence prepared by the Village Manager that appears to be most relevant follow.

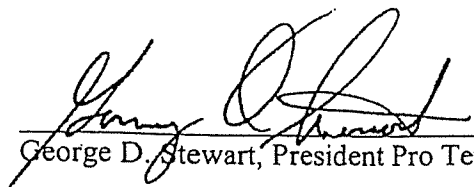
- 12/04/03 Hospitalized while on duty – Chest pains and vomiting
- 01/08/04 Medical leave authorized.
- 04/01/04 Employee request to return to work
- 04/05/04 Village request for fitness for duty examination (physical and psychological) and employee accepted.
- 04/06/04 Physical fitness for duty release withheld pending further information. (Port Huron Hospital requested employee medical records and appointment with Chief Medical Officer)
- 04/21/04 Psychological release received.

Mr. Ken Dombrow  
May 31, 2005  
Page 2

- 05/07/04 Employee placed on unapproved Voluntary Leave of Absence.
- 09/10/04 Employee declines to see Chief Medical Officer, asks why she has not been restated and requests back wages.
- 09/22/04 Employee reminded that fitness for duty approval (Chief Medical Officer) not received.
- 10/07/04 Fitness for duty release by Chief Medical Officer.
- 11/09/04 Employee returns to work.

During the hearing both union and management agreed that poor communications were demonstrated. A return to work process that should have taken a week or two went on for seven months. The employee, who has primary responsibility for completing the tasks necessary to work return to work, was not interested in doing so for much of this period. Management should have implemented disciplinary action based on this lack of interest. Article XI of the Agreement speaks to this point. Article XXIX clearly states that "when sickness exceeds two days a doctor's slip is required before pay is allowed". The doctors slip validating a medical leave expired on April 6, 2004. Final authorization of medical fitness was received on October 7, 2004 and return to work was scheduled at that time.

Therefore, a quorum of the Village of Lexington Trustees, find there was no violation of Article XXIX of the Agreement and the remedy sought in this grievance, compensation for all lost wages and benefits, is denied. The Village reserves any contractual defenses, including failure to file a timely grievance, should this matter proceed to arbitration.

  
George D. Stewart, President Pro Temp

June 2, 2005  
Date



(b) In the event a holiday falls within an employee's vacation period, he or she shall not be charged for a vacation day for the holiday.

(c) In order to qualify for holiday pay not worked, the regular employees must work the regular scheduled workday which precedes or follows the holiday except in cases of proven illness and unless the absence is mutually agreed to.

(d) Employees who are serving their one hundred eighty (180) day probationary period are entitled to holiday pay for holidays falling within the probationary period.

ARTICLE XXIX                      SICK LEAVE AND PERSONAL LEAVE

(a) Employees shall be credited with twelve (12) sick/personal days on March 1<sup>st</sup> of each year. Any sick/personal days used, other than provided by this Agreement, shall be considered a misuse and abuse. An employee shall only be entitled to use a personal day if he or she receives forty-eight (48) hours prior approval from the Department Supervisor, the Village Manager or in absence of the Village Manager, the Village President. The Department Supervisor or the Village Manager shall have the ability to waive the forty-eight (48) hours prior approval.

(b) Employees shall be entitled to accrue sick and personal days to a maximum of forty-five (45) days or three hundred and sixty (360) hours. Once an employee reached the forty-five (45) day cap, the Village is willing to purchase, annually, the balance of hours in excess of the 360 hour maximum. In order to receive the accrued time reimbursement, the employee must submit a requisition. This requisition is due no later than the end of February and will be paid on or before the last payday of the month of March. Hours not requested for reimbursement will lapse on March 1<sup>st</sup>.

# Resolution

## RESOLUTION NO. 2019-08

### A RESOLUTION ESTABLISHING AN ORDINANCE AND REGULATIONS ASSOCIATED WITH MOBILE FOOD VENDING

WHEREAS, at the direction of Village Council, the Village Ad Hoc committee was asked to research leading practices and make recommendations on possible regulations pertaining to mobile food vending businesses within the Village of Lexington; and

WHEREAS, the Village Council established an Ad Hoc committee that listened to local representatives of food trucks and brick and mortar businesses and studied several examples of ordinances from communities who have successfully implemented mobile food vending programs in their communities; and

WHEREAS, the Ad Hoc committee recommended mobile food truck regulations and possible sites to locate food trucks on public property; and

WHEREAS, the Village's Ad Hoc felt that business regulations were the appropriate mechanism for regulating food trucks and recommended draft language amending Chapter 46 Article III of the Code of Ordinances, after hearing no opposition to the draft regulations and proposed sites; and

WHEREAS, the Village Council has taken public comments and discussed various aspects of the proposed food vending ordinance including possible public sites and fee schedules associated with mobile food vending:

NOW THEREFORE BE IT RESOLVED, that the Village of Lexington Council hereby adopts Ordinance Chapter 46, Article III and sets the following rules and fee schedules.

#### MOBILE FOOD VENDING POLICY

Vendors shall obtain both a business license as well as a mobile food vending license from the Village Clerk in accordance with the Village Code.

Vendors shall pay the following pertinent fees annually with each mobile food vending license expiring at the end of the calendar year on December 31.

If vending on Village property:	\$400.00 annually
If vending on private property:	\$100.00 annually
If vending on public property:	\$40.00 daily
If vending on private property:	\$25.00 daily

Vendors shall be required to comply with all Federal, State and local regulations including Ordinance XXX.

The Village shall allow up to two mobile food vending trucks in each of the designated areas within Tierney Park and Lester St. Park for a total of up to 4 food vending trucks on Village property at a given time. The Village will also permit up to 4 vending trucks to be operating on private property during a given time.

Use of the aforementioned sites on Village property shall be on a "first come first serve basis". This ordinance will be reviewed annually to ensure it is best facilitating the needs of the Village.

NOW THEREFORE, BE IT RESOLVED, that the Village of Lexington approves Ordinance XXX along with the established fee schedule and designated Village owned sites.

State of Michigan  
County of Sanilac  
Village of Lexington

I, Beth Grohman, Clerk of the Village of Lexington, do hereby certify that the foregoing is a true copy of a resolution adopted by the Village Council of the of Village of Lexington on the \_\_\_\_ day of \_\_\_\_\_, 2019 and of the whole thereof.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of said Village of Lexington this \_\_\_\_ day of \_\_\_\_\_, 2019

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

**Chapter 46 PEDDLERS AND SOLICITORS**  
**ARTCILE I. In General**

Sec. 46-1-46-30     **Reserved**

**ARTICLE II. Peddlers**

DIVISION 1. GENERALLY

**Intent:** Peddlers and solicitors are meant to be an enhancement to an event. They must ensure safe practice and avoid any nuisance to the community.

Sec. 46-31. **Definitions.**

LICENSE ISSUED FOR SPECIAL EVENTS ONLY

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) Authorized officer includes any Lexington police officer and all Village of Lexington administrative officers and their designees.
- ~~(2) Established competing business is a Village business engaged in sales of substantially similar products/services at a permanent location, whether they own or lease the property or otherwise have a written agreement with the Village of Lexington to be in this location.~~
- (3) Exempt organizations shall mean any recognized nonprofit organizations or societies making sales for charitable, educational, religious, fraternal, labor, political groups or for public purpose. Arts/crafts vendors operating with consent of the organization sponsoring clients approved by the village council; provided the duration of their event is less than seven days.
- (4) Licensee shall mean a person or business authorized under this article to sell in the village as a peddler/solicitor or transient merchant.
- (5) Peddler shall mean any person who travels about by foot, wagon, automotive vehicle or any other type of conveyance, from place to place, or from street to street, selling his/her product/service. The word "peddler" shall include the words "hawker" and "huckster."
- (6) Person shall mean any person, firm, association, corporation, limited liability company, partnership, corporation or other business entity, regardless of whether a resident of the village or not.
- (7) Product and or service, shall mean goods, wares, merchandise, flowers, pre-packaged food items, ~~meats, fish, vegetables, fruit,~~ garden truck, farm products, etc., or work done for others as an occupation or business.

(8) Removable stand means a non-motorized cart, kiosk, or other unit capable of being pushed by one person, with at least two functional wheels, and must be self – contained and capable of mobility at all times.

(9) Solicitor shall include any person traveling about by foot, wagon, automotive vehicle or any other type of conveyance, from place to place, from house to house or from street to street, engaged in the business of taking orders, making contracts for the purchase of products/service for future delivery or any person who shall employ a representative, agent, or crew to engage in such activity. The word solicitor shall also include the “canvasser.”

(10) Transient merchant means any person, whether as owner, employee, agent, or consignee, who engages in a temporary business from a stationary location on commercially – zoned private property to sell and deliver a product/service, display examples and take orders or make contract for the purchase of a products/service for future delivery, and who, in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, tent, railroad boxcar, or boat, public rooms in hotels, motels, lodging houses, apartments, shops, etc., for the exhibition and sale of such product/service, either privately or at public auction. The person so engaged shall not be relieved from complying with the provisions of this section merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such transient business in connection with, as a part or, or in the name of any local dealer, trader, merchant or auctioneer.

(11) Veteran shall mean any veteran qualifying for a state peddler’s license issued by the county clerk pursuant to Public Act NO 359 of 1921 as amended (MCL 35.441 et seq.) who has provided a copy of said license to the Village of Lexington clerk.

**Sec. 46-32. Duties of police.**

Police officers of the village shall require any person seen peddling, and who is not known by such officers to be duly licensed, to produce his peddler's license and shall enforce this article against any person found to be violating any of the provisions of this article.

**(Ord. No. 81, § 11, 2-13-1984)**

**Sec. 46-33. Use of streets.**

~~No peddler shall have any exclusive right to any location in the public streets or be permitted a stationary location or be permitted to operate in any congested area where his operations might impede or inconvenience the public. For the purpose of this article, the judgment of a police officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public impeded or inconvenienced.~~ Location dictated by sponsoring event host.

**(Ord. No. 81, § 9, 2-13-1984)**

**Sec. 46-34. Restrictions on sale of food.**

- (a) No licensee shall sell or offer for sale any unsound, unripe or unwholesome food or drink or defective, faulty or deteriorated article of food.
- ~~(b) No licensee shall make a sale of food or drink to any person under the age of 12 years on any property nearer the traveled portion of any street than the side of the public sidewalk nearest to the pavement, or, where no public sidewalk exists, nearer than ten feet from the outer edge of such pavement. Where streets are unpaved, this restriction shall be deemed to apply to that portion of the street set aside for or used by vehicular traffic.~~

**(Ord. No. 81, § 6(c), (e), 2-13-1984)**

Secs. 46-35--46-55. Reserved.

**DIVISION 2. LICENSE**

**Sec. 46-56. Required.**

(a) No person shall engage in the business of peddling within the village without first obtaining a license through the event sponsor. Military veterans with valid permits issued by the county clerk who become licensed by the village prior to soliciting shall be exempt from paying required fees. The veteran must be the actual person selling the goods or wares. Failure to comply with license provisions will result in ticketing and order to cease operation and immediate removal from the premises.

(b) Any person who engages in the business of hawking, peddling or vending according to the provisions of this article, without a license, or who shall violate any of the provisions of this article, shall be subject to the penalties for a Grade C civil infraction. Each day or part of a day that a person shall hawk, peddle or vend without a valid license shall be considered a separate violation of this article.

**Sec. 46-57. Exempted activities Vendors.**

~~(1) Exemptions from license fee only. Any established competing business which sells a product/service at a permanent location within the Village with the written consent of organizations sponsoring events approved by village council; or is a veteran of exempt organization (as defined in section 46-31) shall be exempt from payment of licensing fees only. Responsible for the cost of utilities if any used, supervisory, clean-up costs, processing fees, and investigation fee. All vendors must apply for peddler's license. All other provisions of this article apply.~~

(2) Other exemptions. The following shall be exempt from this division in its entirety:

- (1) Newspaper salespersons or delivery persons.
- (2) Persons traveling on an established route at the request, expressed or implied of their customers.
- (3) Salespersons calling on business establishments.

(4) Any person under 18 years of age when engaged in peddling on foot in the neighborhood of their residence under the direct supervision of any school or recognized charitable or religious organization.

(5) Veterans

Sec. 46-58. Application.

Applicants for a license under this ordinance must file with the village clerk sponsoring event host a sworn application in writing, ~~on a form to be furnished by the village clerk~~, which form shall contain the following information for each occurrence:

- (1) The name of the applicant, the business, and other identifying information;
- (2) The applicant's address, both legal and local;
- (3) A brief description of the nature of the business and the goods or wares to be sold and, in the case of products of farm or orchard, whether produced or grown by the applicant;
- (4) If employed, the name and address of the employer, together with credentials establishing the exact relationship;
- (5) The length of time for which the right to do business is desired;
- (6) If a vehicle is to be used, a description of the vehicle, together with the license number or other means of identification;
- (7) ~~A photograph of the applicant, taken within 60 days immediately prior to the date of filing of the application, which picture shall be AT LEAST two inches by two inches showing the head and shoulders of the applicant in a clear and distinguished manner; Must possess a valid driver's license~~ valid drivers license or state id of the applicant
- (8) A statement as to whether or not the applicant has been convicted of any crime and, if so, the nature of the offense and the punishment or penalty assessed.
- (9) The number of the applicant's sales or use tax license.
- (10) Peddlers must follow all building codes and requirements and must obtain permits when required.
- (11) Other license requirements. A copy of the county health certificate approval must be submitted prior to issuance of a license by the village if applicable. In addition, it will be the obligation of the licensee to obtain any other required licenses from the county and/or state.
- (12) Insurance

Sec. 46-59. **Fee.**

~~At the time of filing the application for a license required by this ordinance, a fee, which shall be from time to time set by the village council and a schedule of which shall be available at the village clerk's office for examination, shall be paid~~

to the village clerk to cover the cost of processing, investigation, supervision, and clean-up. The fee is required for each separate sponsored event of four (4) consecutive days or less. Any fees for participation in an event are established and collected by the event host.

(Ord. No. 81, §§ 4(b), 7, 2-13-1984; Ord. of 5-14-1990)  
Sec. 46-60. **Investigation of applicant; issuance.**

(a) — Upon receipt of the application for a license required by this ordinance, the original shall be referred to the police department, who shall cause such investigation of the applicant's moral character to be made using a professional agency that specializes in personal background investigations for the protection of the public good.

(b) — If as a result of such investigation the applicant's character or business responsibility is found not to have good moral character, the officer shall endorse on such application his disapproval and his reasons for disapproval and return the application to the village clerk, who shall notify the applicant that his application is disapproved and that no license will be issued.

(c) — If as a result of such investigation the applicant is found to be of good moral character, the officer shall endorse on the application his approval and return such application to the village clerk, who shall, upon payment of the prescribed license fee, issue a license.

(d) — No license to peddle prepared food in the village shall be issued under this division except to the person holding a current food handler's certificate issued the county and person in direct contact with end user. Every applicant shall be 16 years of age or over.

(e) — Such license shall contain the signature of the issuing officer and shall show the:

(1) — Name and address of the licensee;

(2) — Class of license issued and the kind of goods or wares to be sold under the license;

(3) — Amount of fee paid, the date of issuance and the length of time the license shall be operative; and

(4) — License number and other identifying description of any vehicle used in such peddling.

Event Sponsor will be responsible for handling the cost of all necessary background checks. Background checks can be provided by the Village of Lexington at a cost to the event sponsor.

The village clerk-event sponsor shall keep a permanent record of all licenses issued for three years and provide the Village with a copy of those licenses annually.

All applicants must provide proof of insurance in an amount as determined by the village council before a license is issued.



~~No licensee shall sell their goods or wares in the village or within 200 feet of a permanent village business that sells the same goods or wares.~~

~~No licensee shall sell their goods or wares in the area or adjoining area of a village approved event without written permission of the organization conducting the event.~~

~~No truckload style events shall be conducted on public property. Truckload style events held on private property must have the written permission of the property owner and not to exceed four consecutive days more than twice a year.~~

~~Written authorization must be granted by the village or designated organization to sell goods or wares on village property.~~

**(Ord. No. 81, §§ 5, 6(a), 2-13-1984)**

Sec. 46-61. **Exhibition.**

~~Peddlers are required to exhibit their licenses at the request of any resident of the village in a visible location for the duration of their stay.~~

**(Ord. No. 81, § 10, 2-13-1984)**

Sec. 46-62. **Record of licenses issued, reports of violations.**

The police department shall report to the village clerk all convictions for violations of any of the provisions of this ordinance, and the village clerk shall maintain a record for each license issued and record the reports of violations in such record.

~~All vendors license for Village Parks will only be issued for Council approved events. All events approving licenses must be Council approved events.~~

**(Ord. No. 81, § 12, 2-13-1984)**

Chapters 47--49 RESERVED [UIL]

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND CHAPTER 46 OF THE LEXINGTON CODE OF ORDINANCES,  
CREATING A NEW ARTICLE III MOBILE FOOD VENDING**

**THE VILLAGE OF LEXINGTON ORDAINS THE FOLLOWING ARTICLE BE CREATED:**

**Mobile Food Vending**

An amendment to Chapter 46. Allowing for there to be up to four (4) food vendors operating on Village property at a given time in the designated locations. There will be blackout dates associated with sponsored events when mobile food vendors may not operate on Village property unless invited by the event sponsors. Those dates will correlate with Village Council approved events. There shall be up to four (4) food vendors operating on private property during a given time (limit of 1 mobile food vendor per parcel of land at a time). All mobile food vendors are allowed a maximum stay of 4 days in one location before their mobile unit must leave the location and must be gone at least 24hrs before it can return.

**Division 1. Generally**

**Intent.**

The intent of this Section is to encourage mobile food vendors that will provide temporary food service options in underserved areas, promote entrepreneurial activity, and increase vibrancy and culture to the Village of Lexington.

**Definitions.**

- (a) *Mobile food vending* shall mean vending, serving, or offering for sale food and/or beverages from a mobile food vending unit which meets the definition of a food service establishment under Public Act 92 of 2000, which may include the ancillary sales of branded items consistent with the food, such as a tee shirt that bears the name of the organization engaged in mobile food vending.
- (b) *Mobile food vending unit* shall mean any motorized or non-motorized vehicle, trailer, or other device designed to be portable and not permanently attached to the ground from which food is vended, served, or offered for sale.
- (c) *Vendor* shall mean any individual engaged in the business of mobile food vending; if more than one individual is operating a single stand, cart or other means of conveyance, then vendor shall mean all individuals operating such single stand, cart or other means of conveyance.
- (d) *Operate* shall mean all activities associated with the conduct of business, including set up and take down and/or actual hours where the mobile food vending unit is open for business.
- (e) *Food Truck Event* means a sponsored mobile food vending truck event which last a duration of no more than 3 days and allows for unlimited mobile food vendors to operate on public and private property so long as they meet the Village's ordinances for requirements on public and private property. Licenses are required.

**Reserved.**

## **Division 2. License**

### **License required.**

No vendor shall engage in mobile food vending without a license from the Village Clerk authorizing such vending. The Village Clerk shall prescribe the form of such licenses and application for such license. All licenses shall be prominently displayed on the mobile food vending unit. No vending through a mobile food vending unit of food and/or other human consumables shall be licensed unless it meets the definition of mobile food vending as defined by this ordinance.

### **Duration; non-transferability.**

Annual licenses may be issued by the Village Clerk expiring at the end of each calendar year. Any license issued under this chapter is non-transferable.

### **Application.**

Every vendor desiring to engage in mobile food vending shall make a written application to the Village Clerk for a license under this chapter. The applicant shall truthfully state, in full, all information requested by the Village Clerk and be accompanied by a fee established by resolution of the Village Council. Additionally, the applicant shall provide all documentation, such as insurance, as required by the Village.

### **Fees.**

An application for a license under this chapter shall be accompanied by a fee in the amount established by resolution of the Village Council. There shall be no proration of fees. Fees are non-refundable once a license has been issued by the Village Clerk. No one shall hire or subcontract such vendors in an attempt to evade the provisions of this chapter.

### **Requirements.**

Any vendor engaging in mobile food vending shall comply with the following requirements:

- (1) Provide appropriate waste receptacles at the site of the unit and remove all litter, debris and other waste attributable to the vendor on a daily basis.
- (2) If operating on Village owned or controlled property, vendor may only locate on such property in locations as established by a resolution adopted by the Village Council. All mobile food vending trucks operating by invitation at a community event (approved by council), whether on public or private property, will be required to obtain the appropriate license(s) and pay the fee established by resolution of the Village Council. No mobile food vending trucks are allowed to operate on Village property during council approved Village events unless invited by event sponsor.
- (4) No vendor may use flashing or blinking lights or strobe lights; all exterior lights over 60 watts shall contain opaque, hood shields to direct the illumination downward.
- (5) No vendor shall use loud music, amplification devices or "crying out" or any other audible methods to gain attention which causes a disruption or safety hazard as determined by the Village.
- (6) Vendors must comply with the Village's Nuisance Ordinance, Sign Ordinance and all other City ordinances.
- (7) Comply with all applicable federal, state and county regulations.
- (8) May have one portable sign that is six square feet, with no dimension greater than three feet and no height (with legs) greater than four feet, located within three (3)

feet of the unit; and under no circumstances shall such sign be placed upon the sidewalk or impede pedestrian and/or vehicle safety.

- (9) The hours of mobile food vending are between 7:00 A.M. and 11:00 P.M. Other restrictions regarding hours of operation may be established by resolution of the Village Council.
- (10) A licensed mobile food vending unit may remain in a designated location for no more than 4 days at a given time and must be removed at least 24hrs before returning.
- (11) Mobile food vending units shall not utilize any electricity or power without the prior written authorization of the power customer; no power cable or similar device shall be extended across any Village street, alley or sidewalk.
- (12) Operation of mobile food vending trucks may only operate in non-residential zones and comply with all set-back regulations.

#### **Duties of police.**

Police officers of the village shall require any vender operating, and who is not known by such officers to be duly licensed, to produce his vendors license and shall enforce this article against any person found to be violating any of the provisions of this article.

#### **Impoundment.**

Any equipment associated with food vending that is not in compliance with this chapter and left on public property may be impounded at the owner's expense.

#### **Other licenses.**

A license obtained under this chapter shall not relieve any vendor of the responsibility for obtaining any other license, or authorization required by any other ordinance, statute or administrative rule.

#### **Revocation.**

The Village Clerk shall revoke the license of any vendor engaged in mobile food vending who ceases to meet any requirement of this chapter or violates any other federal, state or local regulation, makes a false statement on their application, or conducts activity in a manner that is adverse to the protection of the public health, safety and welfare.

Immediately upon such revocation, the Village Clerk shall provide written notice to the license holder by certified mail to their place of business or residence as indicated on the application. Immediately upon such revocation, the license shall become null and void.

#### **Complaints; appeals.**

If a written complaint is filed with the Village Clerk alleging a food vendor has violated the provisions of this chapter, the Village Clerk shall promptly send a copy of the written complaint to the vendor together with a notice that an investigation will be made as to the truth of the complaint. The vendor shall be invited to respond to the complaint and present evidence and respond to evidence produced by the investigation. If the Village Clerk, after reviewing all relevant material, finds the complaint to be supported by a preponderance of the evidence, the complaint shall be certified. If a license is denied or revoked by the Village Clerk, or if a written complaint is certified pursuant to this Chapter, the applicant or holder of a license may appeal to and have a hearing before the Village Manager. The Village Manager shall make a written determination, after presentation by the applicant

and investigation by the Village Clerk, as to whether or not the grounds for denial, revocation or complaint are true. If the Village Manager determines that such grounds are supported by a preponderance of the evidence, the action of Village Clerk or filing of the complaint shall be sustained and the applicant may appeal the Village Manager's decision to a court of competent jurisdiction.

**Violation and Penalty.**

A violation of this chapter is responsible for a municipal civil infraction and subject to fines as established by Village Council.

1. **Conflicting Standards.**

If any of the standards set forth in this amendment conflict with any other standards of previous or further ordinances or amendments, the stricter standards shall apply.

2. **Repeal; Savings Clause.**

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, repealed.

4. **Severability.**

The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

5. **Effect.**

This ordinance shall take effect fifteen (15) days following its enactment and shall be published once within seven (7) days after its enactment as provided by Charter.

Adopted, enacted and ordained by the Village of Lexington on this \_\_\_\_ day of \_\_\_\_ 2019

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Kristen Kaatz  
Village President

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Beth Grohman  
Village Clerk

**VILLAGE OF LEXINGTON ACCEPTANCE OF BIDS**  
**FORM**

**Specifics of bid proposal:**    Basement Renovations

**Method of obtaining bid:**    Phone Calls

**If other than newspaper , who was contacted:**

Touchette Builders  
Union Properties  
Will Vandergraaff General Contractor  
Austin Construction  
Vandyke Construction

**Respondents:**

Touchette Builders \$42,000  
Union Properties \$ 25,200  
Will Vandergraaff General Contractor \$26,750  
Austin Construction \$28,566.32

**Rank of Bids by cost, lowest to highest:**

Union Properties \$25,200  
Will Vandergraaff General Contractor \$26,750  
Austin Construction \$25,200  
Touchette Builders \$42,000

**Recommended assignment of bidder:**

**If not lowest bidder, explanation of recommendation:**

**Date of Acceptance/By Whom:**

*Will VanderGraaff*  
*General Contractor Inc.*

*#2101205523*

3382 OLD ORCHARD LANE  
LEXINGTON, MI 48450  
810-359-2979

Village of Lexington  
Huron st  
Lexington, MI 48450

We here by propose the following:

Replace all drywall and insulation where needed. Mud, tape and sand all drywall. Prime and paint entire basement. With Sherwin Williams paint Reinstall any plumbing that is needed. Purchase and install cabinets and tops in required area, allowance for this is 3000.00. Purchase vinyl plank flooring and install. Install commercial base.

Total  
\$26,750

Payments:  
\$10,000 at signing  
\$10,000 when paint starts  
\$3000,00 when flooring starts  
Balance when completed

**All workmanship to be completed to county codes and with quality workmanship.**

Thanking you I am,

Will VanderGraaff



Jerry Scott <jerscodpw@gmail.com>

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**Estimate from Austin Construction**

1 message

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**Scott Austin** <saus@comcast.net>

Tue, Jul 2, 2019 at 5:50 PM

To: jerscodpw@gmail.com

Hi Jerry,  
Here is the estimate for the work you went over with me .  
If you have any questions or need changes please let me know.  
We provide a legal contract.  
24 month warranty on all workmanship from date of completion.  
All debris hauled from jobsite.

Scott Austin  
www.austin-construction.com  
810-334-1060

 **Lexington FD.pdf**  
35K





6867 Aitken Rd  
Lexington, MI  
48450

# Estimate

Date            Estimate #  
7/2/2019            692

810 334-1060

Lexington VFD  
7227 Huron Ave.  
Lexington, MI 48450

Payments made by credit  
card will be subjected to a  
2.9 % processing fee.

MI. Lic # 2102197719

saus@comcast.net

www.austin-construction.com

Description	Rate	Total
Drywall hang,tape and finish/prime all areas in basement affected by water damage [areas where drywall has been removed]	5,664.78	5,664.78
Build interior partition walls in FD common area. 1- 26'x 8' 1-9'x8'. 2- 36" interior doors and trim. drywall, hang/tape and finish and prime. Wire to code . re-use drop ceiling if possible.	3,950.87	3,950.87
Gut bathroom to studs, new drywall. Hang/tape and finish. prime and paint 1 color. 60" vanity with double sink and faucets. Formica top. Screen for urinal on side of vanity. New Drop ceiling and 2 LED lights.Re-install shower units, new controls and trims.	9,785.00	9,785.00
10' cabinet shop built with one bank of three drawers 4 more doors and drawers.[oak and birch plywood construction] 10' Formica top.	2,145.67	2,145.67
Vinyl plank flooring in basement 810 sq. ft. \$7.50 a sq. ft. [2.50 a ft. materials]	6,075.00	6,075.00
Floor Coverings in bathroom , vinyl plank	945.00	945.00
<b>Total</b>		<b>\$28,566.32</b>

Agreed to and accepted by ,

Date

# Touchette Builders

Bryan Touchette

General Building Contractor

Lic. No. 2101207192

6264 Santa Barbara  
Lexington, MI 48450  
810-841-8004

**PROPOSAL and CONTRACT**

Date 7-7-19

TO: Beth G @ Lex Village

Phone # \_\_\_\_\_

Job Location: LEXINGTON

Touchette Builders will furnish all materials and perform all the labor necessary to complete the following:

"BASEMENT REPAIR REMOD"

BATH ROOM REMOD

REPAIR 24" LOWER DRYWALL

FRAME TWO OFFICE ROOMS

(ELEC OFFICE)

(PLUMBING BATH ROOMS)

REFINISH CABINETS (PAINT)

ALL NEW PLANK FLOORING ENTIRE BASEMENT

PAINT

TRIM SANITARY BASE

LABOR & MATERIALS

TOTAL

42,000.00

All of the above work to be completed in a substantial and workman like manner according to standard practices for the sum of \_\_\_\_\_ Dollars

**Progress payments to be made:**

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Any alteration or deviation from the above specifications involving extra cost of materials or labor will only be executed upon written orders for the same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Respectfully submitted by:

Bryan Touchette

**ACCEPTANCE:**

You are hereby authorized to furnish all materials and labor required to complete the work

**ACCEPTED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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**Change Orders:**

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**ACCEPTED:**

Initials: \_\_\_\_\_ & \_\_\_\_\_ **DATE:** \_\_\_\_\_



Union Properties LLC  
(810) 343-3042

3555 walnut st  
Port Huron, Michigan  
48060  
United States

Billed To	Estimate Date	Estimate Number
Beth	07/17/2019	0000124
Village of lexington		

Description	Rate	Qty	Line Total
Permits & Fees	\$750.00	1	\$750.00
Demo and Dumpsters Remove all debris crated from the site	\$900.00	2	\$1,800.00
Framing Build two offices and fill in drywall backers	\$3,700.00	1	\$3,700.00
Plumbing (toilets,tubs,faucets,sinks,rough) Remove and reinstall bathroom fixtures/ kitchen fixtures	\$850.00	1	\$850.00
Electrical misc plugs switches	\$0.6296	1350	\$849.96
Insulation We will be insulating exterior walls and all wall that face the compressor with R-19 fiberglass batt insulation	\$1,100.00	1	\$1,100.00
Drywall/wall coverings drop ceilings repair all drywall/ and add new to offices	\$5,800.00	1	\$5,800.00
kitchen Cabinets reinstall kitchen cabinets and bathroom vanity	\$750.00	1	\$750.00
Interior Trim & Doors install rubber base trim	\$2,300.00	1	\$2,300.00

Flooring install vinyl flooring in affect areas	\$4.00	1100	\$4,400.00
Painting per square foot	\$2.6364	1100	\$2,900.04
		Subtotal	25,200.00
		Tax	0.00
		Estimate Total (USD)	\$25,200.00

Terms

Make all checks payable to Union Properties Construction LLC  
 Total due in 15 days. overdue accounts are subject to a service charge of 10% per month

**VILLAGE OF LEXINGTON ACCEPTANCE OF BIDS**  
**FORM**

**Specifics of bid proposal:** 2019-2020 Village Concrete Work

**Method of obtaining bid:** Mail

**If other than newspaper , who was contacted:**

Martin Concrete  
Hinojosa Construction  
Will Vandergraaf Construction  
Clyde's Concrete & Masonry  
Brown Construction  
Schroder Masonry LLC

**Respondents:**

Martin Concrete - See attached bid

**Date Bid Opened:** 9/17/2019

**Present for Bid Opening:** Holly Tatman, Beth Grohman

**Rank of Bids by cost, lowest to highest:**

Martin Concrete

**Recommended assignment of bidder:** Martin Concrete

**If not lowest bidder, explanation of recommendation:**

**Date of Acceptance/By Whom:**

Holly Tatman 9/17/2019



### 2019-2020 Village of Lexington Concrete Work Bid

The Village of Lexington is accepting bids for concrete work in the Village of Lexington at the North Shore Mobile Home Park, along with other site work needed throughout the village, which could include sidewalks, driveways, and slabs. This contract shall be for the entire 2019 - 2020 construction season, this enables the village to proceed with projects faster and save time. We understand that the 2020 concrete costs could increase, so we will allow for a rate increase equal to the cost per yard increase of concrete for that year if needed. Bids will be based on an all-inclusive square foot price for site preparation, installation of new pads (Per HUD MHCSS 8/10/09 see attached), and restoration of the site after slab installation. Contractors shall also include an all-inclusive cost per square for removal of existing concrete pads as needed. Other forms of work shall include an all-inclusive cost per square foot for installation of 4" and 6" sidewalks, removal of old sidewalk, 4" and 6" all purpose slabs, and 6" driveway approaches. See complete specs for each item below.

#### NSMHP Old Concrete Slab/Pad Removal

- Removal and responsible disposal/reuse of concrete and debris as needed.

\$ 1.50 per square foot.

#### Site Preparation, Installation, and site restoration of New Mobile Home Park Pads

- Excavation and removal of spoils (as needed).
- Installation and compaction of a (CLAY FREE) sand, washed gravel, or crushed stone base a minimum of 16" deep in all areas under slab.
- Installation of 6" minimum slab thickness in all areas of 4,000 psi cement mix or greater.
- Installation of 18" of R-5.6 continuous vertical insulation around complete slab perimeter.
- Site grade finishing including a slope from top of slab grade at no less than a 1:16 pitch and blending into the surrounding area grades with a minimum of 2" of topsoil where able and grass hydro seeding, or grass/straw mat as required.
- Any surrounding areas disturbed during construction, returned to original condition.
- SEE SPECIFIC INSTALLATION SPECIFICATIONS ATTACHED.

\$ 10.50 per square foot.

It is anticipated that concrete work will be required on 5-10 mobile home park sites during the 2019-2020 construction season. Any questions about the above specifications shall be directed to the Lexington MHP Manager, Michelle Irwin, at (810) 404-8631, or Utilities Manager Christopher Heiden at 810-359-5901.

## Village of Lexington Contractor Requirements for Sidewalk Installation and Removal

The installation and removal specifications defined by the Village of Lexington are as follows. In each of the sections that will be outlined below the contractor shall be responsible for the following:

1. A construction schedule mutually agreed between the Village Utility Manager and the Contractor. All work shall be conducted during normal working hours 7:00 am to 7:00 pm.
2. Removal of existing concrete where applicable and hauling removed concrete to a dumpsite outside of the village, or to a dumpsite acceptable to the owner inside the village.
3. **If property stakes are disturbed during the progression of any project it shall be the contractors' responsibility to have the stakes replaced by a licensed surveyor.**
4. Removal of sod in areas that sidewalk does not currently exist where applicable. Removed sod may be hauled to a designated dumping area within the village.
5. Installation of a minimum of 4 inches of fill sand needed, to set grades, and to be compacted to at least 95% minimum density.
6. Installation of minimum 4000 psi concrete sidewalk which is to be 5 feet wide unless stipulated otherwise. Thickness shall be 4 inches in normal foot traffic areas. Areas at driveways and approaches are to be 6 inches thick unless stipulated otherwise.
7. Expansion joint material is to be placed where needed between cement and asphalt, buildings, etc. Expansion joint shall be placed in the sidewalk at a maximum of every 40 linear feet and also at areas where 4-inch concrete meets 6-inch concrete. Stress crack joints shall be placed in the sidewalk at a maximum of every 5 feet. A plastic sleeve shall be provided by the village in areas where a water shut off valve may be within the sidewalk.
8. **At all access and egress points located at street intersections contractors must follow the rules of the ADA act of 1990 with respect to grade requirements and concerning the use of detectable warning tiles, specifically truncated domes.**
9. **After the sidewalk has been installed top soil is to be placed and COMPACTED at a 5 to 1 slope REGARDLESS OF WIDTH each side of the sidewalk. So as to replace the site to as close to original condition as possible. ALL ruts and or holes created by equipment used in the process of implementing this project shall be filled by the CONTRACTOR back to original condition.**



Village of Lexington Contractor Requirements for  
Sidewalk Installation and Removal

**Continued:**

10. After the areas have been restored with top soil to as close to original condition as possible, the areas of bare top soil are to be hydro-seeded, or seeded with fastened straw blankets.
11. Any damages to private property or village property including public utilities will be the sole responsibility of the contractor to resolve any issues, or pay for monetary damages.
12. Contractor shall be responsible for contacting home owners and business owners to coordinate any parking or traffic issues. The contractor shall provide and maintain all barricades, lights, flashers, and signs required by the Michigan Department of transportation and the Village of Lexington. The contractor shall keep at least one lane of traffic open at all times.
13. Final placement of new sidewalk shall be agreed upon between the Village Utility Manager and or DPW Manager and the contractor.
14. Payment of the contract invoice shall occur after inspection is completed by the Village Utility Manager and or DPW Manager, resulting in acceptance of the project by the village.
15. All Contractors shall comply with all of the contractor requirements which apply in the operations policy # 502-07 before any work shall begin.

**Old Sidewalk Removal**

- Removal and responsible disposal/reuse of concrete and debris as needed.

\$ 1.50 per square foot.

**Old Multi Use Slab, or Driveway Approach Removal**

- Removal and responsible disposal/reuse of concrete and debris as needed.

\$ 2.00 per square foot.

**Site Preparation, Installation, and site restoration of New 4" Sidewalk.**

- Installation per specifications above.

\$ 6.00 per square foot.

Site Preparation, Installation, and site restoration of New 6" Sidewalk.

- Installation per specifications above.

\$ 7.50 per square foot.

Site Preparation, Installation, and site restoration of New 6" Driveway approaches.

- Installation per specifications above (As Applicable).

\$ 7.50 per square foot.

Site Preparation, Installation, and site restoration of New 4" Multi Use Slabs.

- Installation per specifications above (As Applicable).

\$ 6.00 per square foot.

Site Preparation, Installation, and site restoration of New 6" Multi Use Slabs.

- Installation per specifications above (As Applicable).

\$ 7.25 per square foot.

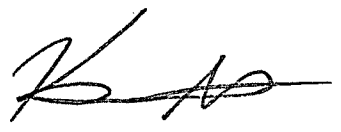
The village typically does a large sidewalk replacement project each fall, and sporadic multi use slabs throughout town. Any questions about the above sidewalk/slab specifications shall be directed to Utilities Manager, Christopher Heiden at 810-359-5901, or DPW Manager Jerry Scott at 810-359-8536.

Bids for these items shall be turned in no later than 1:00pm on Monday, September 15, 2019. Bids shall be enclosed in a sealed envelope marked "2019-2020 Concrete Work Bid".

**Please mail bids to:**

2019-2020 Concrete Work Bid  
c/o Village Clerk  
7227 Huron Avenue, Suite 100  
Lexington, MI 48450

All bids will be considered. Contractors shall provide proof of applicable insurance/licensure per Village policy. The Village reserves the right to refuse any or all bids.

Kevin Martin      9/12/19      

Martin Concrete Contracting LLC.