

**MONTHLY COUNCIL MEETING  
ZOOM MEETING**

**AGENDA**

**DATE OF MEETING:** MONDAY, DECEMBER 21, 2020  
**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**

**BUSINESS:**

**ADMINISTRATION Pages 1-38**

- A. **MINUTES** – Motion to approve the minutes of the Regular Council Meeting November 23, 2020 as presented.
- B. **FDIC INSURANCE FOR VILLAGE DEPOSITS – WILL OLDFORD PRESENTATION**
- C. **INVOICE – KELLY LAW FIRM** – Motion to approve the payment of \$1428.00 to Kelly Law Firm, \$1358.00 Admin, and \$70.00 Water.
- D. **INTERLOCAL WATER SUPPLY AGREEMENT**
- E. **COUNCIL MEETING SCHEDULE AND HOLIDAY SCHEDULE 2021** – Clarification for December 2021 Meeting Date.
- F. **FEE SCHEDULE**
- G. **NEW ELECTED OFFICIALS TRAINING**
- H. **POLICE DEPARTMENT BODY CAMERAS QUOTE**

**DPW/WATER/SEWER Pages 39-55**

- I. **WATER INTAKE**
- J. **LAGOON BLOWER REPLACEMENT**

**MOBILE HOME PARK Pages 56-102**

- K. **MHP DEPOSIT REFUND** – Motion to approve the refund of \$324.00 to Nicolette Shock lot# 109 and \$486.07 Brian Cebulski lot #22.
- L. **ENGINEERING QUOTES**
- M. **MOBILE HOME PARK APPRAISAL QUOTES**

**PLANNING COMMISSION Pages 103-109**

- N. **ANNUAL REPORT** – Motion to approve the Planning Commission Annual Report for 2020 as presented.

**FINANCIAL REPORTS – Pages 110-131**

Motion to approve the check register in the amount of \$117,863.38, check numbers 35844 through 35915 and financial reports.

**MINUTES/ REPORTS/MONTHLY SCHEDULE: Pages 132-150**

MANAGER REPORT

MHP MANAGER REPORT

POLICE REPORT

FIRE DEPARTMENT REPORT

OPERATIONS

DPW PROJECT

PLANNING COMMISSION

DDA BOARD

MHP ADVISORY BOARD

JANUARY MONTHLY MEETING SCHEDULE

**CORRESPONDENCE Page**

**PUBLIC COMMENT**

**COUNCIL PERSON COMMENTS**

**ADJOURNMENT**

**The Village of Lexington Common Council held a Regular Council Meeting Monday, November 23, 2020 via Zoom.**

**Call to order the Regular Council Meeting 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:** Jarosz, Muoio, Adams, Parraghi, Kaatz

**Absent:** – Klaas

**Others present:** Holly Tatman, Shelly McCoy, Michelle Irwin, Scot Hoskins, UHY, Tammy Pitzer, UHY, and 14 citizens

**Public Comment** – None offered

**APPROVAL OF AGENDA** – Motion Jarosz, seconded by Parraghi, to approve the agenda as presented.

All ayes

Motion carried

**BUSINESS**

**ADMINISTRATION**

**A. MINUTES** – Motion by Jarosz, seconded by Adams, to approve the minutes of the Regular Council of October 26, 2020 as presented.

All ayes

Motion carried

Motion by Parraghi, seconded by Muoio, to approve the minutes of the Special Council meeting of November 2, 2020 as corrected.

All ayes

Motion carried

Motion by Parraghi, seconded by Jarosz, to approve the minutes of the Special Council Meeting of November 16, 2020 as presented.

All ayes

Motion carried

**B. TRUSTEE VACANCY APPOINTMENT** - Motion by Kaatz, seconded by Muoio, to appointment of Mike Fulton to the Trustee for a two year term.

Discussion

Roll Call

Ayes – Kaatz, Muoio, Jarosz, Adams, Parraghi

Nays- None

Motion carried

Grohman administered the Oath of Office

C. AUDIT PRESENTATION – SCOT HOSKINS – Good cooperation from Management, everything went well and everyone was prepared, extra effort doing an audit remotely. Financial Statements – General Fund Balance is \$374,327, Municipal Streets \$606,653, other governmental funds, \$886,307. Statement of revenues, expenditures and changes in fund balances, General Fund, decreased by \$17,057, Municipal Streets, increased \$84,146 and other governmental funds, increased \$154,611. Net position of proprietary funds, sewer fund, \$1,242,644, water fund \$3,209,906, mobile home park \$1,723,766.

Recommendation to add another bank for deposit and investments. Banks only insure up to \$250,000.

Review Capital Assets and Long term debt. No new debt was acquired.

Pension liability, Village fiduciary net position is at 57.73% and the threshold is 60%.

Post employment benefits, Village OPEB Plan fiduciary net position is at 5.59% should be at 40%. Will need to file a corrective action plan.

General fund final budget has a positive variance of \$31,084. Municipal street fund also a positive variance of \$746.

Balance Sheet for Non major Governmental Funds, total fund balance for combined funds, major and local streets, county roads and cemetery, \$886,307.

DDA Balance sheet, fund balance of \$133,603.

One material weakness presented, typical weakness for government entities similar to the Village size, is that the Village engages an accounting service to prepare the financial reports.

Improvements need on controls;

Cash deposited should be reconciled to the receipt register balance report, controls over the utility system, bank accounts under the Village's EIN should be reviewed, the Village administration allocation between various department's funds should be reviewed, Village should consider increasing its fixed asset capitalization policy. The fixed asset policy has been addressed.

Motion by Kaatz, seconded by Jarosz, to accept the audit as presented.

Discussion- Thank you to the staff

Roll Call

Ayes- Kaatz, Jarosz, Adams, Fulton, Parraghi, Muoio

Nays – None

Motion carried

**D. INVOICE – KELLY LAW FIRM** – Motion by Adams, seconded by Muoio, to approve the payment of \$3216.15 to Kelly Law Firm, \$735.00 from Admin, \$511.00 from Water, \$1592.00 from MHP, \$168.00 from Sewer, and \$210.00 from Zoning.

Roll Call

Ayes- Adams, Muoio, Jarosz, Fulton, Parraghi, Kaatz

Nays – None

Motion carried

**E. MERS DEFINE BENEFIT ADOPTION AGREEMENT ADDENDUM** – Motion by Jarosz, seconded by Adams, to approve the MERS Defined Benefit Adoption Agreement Addendum as presented.

Discussion

Roll Call

Ayes – Jarosz, Adams, Fulton, Parraghi, Muoio, Kaatz

Nays – None

Motion carried

**F. COMMITTEE APPOINTMENTS** – Kaatz recommends the following appointments

Planning Commission – Fulton

Parks and Recreation – Klaas and Muoio

Environmental – Jarosz

Mobile Home Park Advisory – Parraghi and Jarosz

Personnel – Fulton and Muoio

DDA – Adams

Fire Department Advisory – Klaas

Muoio recommended combining the Environmental and Parks and Recreation Committee. Kaatz recommended more discussion at the next Council Meeting.

Motion Kaatz, seconded by Jarosz, to approve the Committee appointments as presented.

Ayes – Kaatz, Jarosz, Muoio, Adams, Fulton

Nays – Parraghi

Motion carried

**G. BOARDS/COMMITTEES REAPPOINTMENTS** – Motion by Kaatz, seconded by Jarosz, to approve the reappointments as follows:

Bernie Havel – ZBA

Planning Commission – Jackie Huepenbecker and Will Morris

Cemetery – Patty Davis

All ayes

Motion carried

**H. EMPLOYEE HOLIDAY BONUS** – Motion by Muoio, seconded by Fulton, to approve the Employee Holiday Bonus not to exceed \$2450.00.

Discussion

Roll Call

Ayes- Muoio, Fulton, Jarosz, Parraghi, Adams, Kaatz

Nays – None

Motion carried

## **DPW/WATER/SEWER**

**I. CONCRETE BID UPDATE** – Discussion on the bids and the updated information. DELS did misquote the bid for the mhp slab. High remarks from Heiden and Scott regarding Martin Concrete.

Motion by Jarosz, seconded by Muoio, to accept the bid from Martin Concrete for the annual concrete bid.

Roll Call

Ayes – Jarosz, Muoio, Fulton, Parraghi, Adams, Kaatz

Nays – None

Motion carried

## **MOBILE HOME PARK**

**J. MHP DEPOSIT REFUNDS** – Motion by Fulton, seconded by Jarosz, to approve the refund of \$100 to Ann Marie Ventimiglia lot #24 and \$324 to Eric Leary lot #51.

Roll Call

Ayes- Fulton, Jarosz, Parraghi, Adams, Muoio, Kaatz

Nays – None

Motion carried

**K. MHP ADVISORY BOARD RESIGNATION** – Motion by Jarosz, seconded by Parraghi, to accept the resignation of Margaret Twigg from the MHP Advisory Board  
Discussion – Margaret was a fantastic asset the board.

All ayes

Motion carried

**L. MHP ADVISORY BOARD APPOINTMENTS** – Motion by Jarosz, seconded by Kaatz, to approve the appointments of Tracy Zysk and Peggy Moran, to the MHP Advisory Board.

Discussion

All ayes

Motion carried

**FINANCIAL REPORTS** – Motion by Fulton, seconded by Jarosz, to approve the check register in the amount of \$92,542.59 , check numbers 35769 through 35843 and financial reports as presented.

Roll Call

Ayes- Fulton, Jarosz, Parraghi, Muoio, Adams, Kaatz

Nays- None

Motion carried

## **Reports**

### **Manager Report**

DDA Redistricting – Concerns of revenue loss

MHP Bluff Report

Staff Evaluations – Holly currently working evaluations

Water /SewerRates

Zoning – Jeff Kern ZA resigned- International Code – gives more authority over blight.

### **MHP Manager Report**

Reformatting lots – Improvements and reformatting will allow for larger trailers,

### **DPW Report**

Ice Rink – Work has started for one rink at the Lester Street Park

**Correspondence-** Thank you note from Tim Wrathell

## **PUBLIC COMMENT**

None offered

## **COUNCIL PERSON COMMENTS**

Fulton – Thank you to everyone for your support.

Jarosz – Questions regarding the zoom meetings. Kaatz responded

Kaatz- Thank you to everyone being tolerant to the zoom meetings. Thank you to the staff for continuing to work hard. The audit is a testament to how hard the staff is working. Need to enforce the recommendation from auditors. Thank you staff, Holly, Beth, Shelly and Michelle.

## **ADJOURNMENT**

Motion by Jarosz, seconded by Muoio, to adjourn the meeting at 8:40 p.m.

All ayes

Motion carried

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## MEMORANDUM

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**TO:** VILLAGE OF LEXINGTON COUNCIL  
**FROM:** WILLIAM G. OLDFORD JR.  
**SUBJECT:** FDIC INSURANCE FOR VILLAGE DEPOSITS  
**DATE:** DECEMBER 21, 2020

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In discussions with the Village manager, it was shared that the Village audit firm, UHY, has added a note to the audit report that the FDIC does not insure any deposit with EMB (or any other bank) in excess of \$250,000. To address this concern, there are a number of options for the Village Council and the Village Administration to consider.

- 1) **Segregate the deposits** to a sufficient number of banks to assure no more than \$250,000 is on deposit with one financial institution. While certainly possible, this can create an administrative burden on the finance department as funds will need to be transferred as necessary to pay expenses.
- 2) **Conduct due diligence** on the financial strength of the financial institution. The strength of financial institutions is typically based on the capital ratios and the liquidity of an institution. While the information for this analysis is readily available on a quarterly basis from the FDIC website, the analysis does require a fair knowledge of banking and finance. Fortunately, an independent third party does perform this analysis and provides a report and a star ranking from 1 star to 5 stars, with 5 being the highest. The company, Bauer Financial, is independent and can not be influenced by its rating by a bank. Eastern Michigan Bank is a 5 star rated bank, and a copy of our Bauer report is attached. If the Village were to limit its deposit relationships to 4 and 5 star rated banks, it can have a higher degree of confidence that its funds are safe, despite the lack of FDIC insurance.
- 3) The third option is a **sweep account**. While not all banks offer this service, Eastern Michigan Bank, in conjunction with a company known as Reich and Tang, will sweep all account balances in excess of \$250,000 to other banks throughout the country, with each other bank receiving not more than \$250,000. At present, we have access to over 100 banks to whom we can sweep Village funds, meaning we can offer insurance of up to \$25 million. Typically, there is a sweep cost, which would be waived for all Village accounts.

I will be available at the next council meeting (via Zoom) to discuss these options and work to answer any questions you may have concerning this topic. In the meantime, should any member wish to discuss in advance of the meeting, please feel free to call me at 810-679-2500.



# Due Diligence Bank Performance Report

Eastern Michigan Bank  
Crosswell, MI  
(FDIC Cert.#982)

Rated 5-Stars as of 12/14/2020 based on  
financial data as of 09/30/2020



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**BauerFinancial's** star ratings classify each institution based upon a complex formula factoring in current and historical data. The first level of evaluation is the capital level of the institution followed by other relevant data including, but not limited, to: profitability, historical trends, loan delinquencies, repossessed assets, reserves, regulatory compliance, proposed regulations and asset quality. Negative trends are projected forward to compensate for the lag time in the data. BauerFinancial employs conservative measures when assigning these ratings and consequently our analysis may be lower than those supplied by other analysts or the institutions themselves. Four decades of experience has shown this to be a prudent course of action. As a general guideline, the following groupings were used:

5-Stars	Superior. These institutions are recommended by <b>Bauer</b> .
4-Stars	Excellent. These institutions are recommended by <b>Bauer</b> .
3½-Stars	Good.
3-Stars	Adequate.
2-Stars	Problematic.
1-Star	Troubled.
Zero-Stars	Our lowest rating.
FDIC	Institution has failed or is operating under FDIC conservatorship.

**Capital Classifications:** The regulatory capital classification may be altered by an active enforcement action, but in general are as follow: Well-capitalized, Adequately capitalized, Undercapitalized, Significantly Undercapitalized, or Critically Undercapitalized.

**Supervisory Concern:** Indicates whether there are outstanding enforcement actions against the institution. If the institution in question is operating under a publicly-released enforcement action, the regulator will be noted.

**Total Assets:** Indicate how big the institution is; some growth is good and desired, but too much growth too quickly can be difficult to digest.

**Net Income:** In general, you would like to see a positive number in net income. However, if provisions for loan losses are decreasing without a corresponding increase in loan loss reserve ratios, the institution may not be adequately provisioning. Profitability ratios are Tax Equivalent (TE) for Sub S Corporations.

**Key Capital Ratios:** Regulatory minimums (to be considered Adequately Capitalized) are a Leverage Capital Ratio of 4% or greater; a Tier 1 Risk-based ratio of 6% or greater; a CET1 ratio of 4.5% or greater and a Total Risk-based capital ratio of at least 8%. If a bank has elected the Community Bank Leverage Framework, then its risk-based data is not reported. In these instances, you will see "N.R." in the data field.

**Asset Quality Ratios:** For the most part with asset quality, a lower ratio is preferred. Exceptions pertain to Loan Loss Reserve Ratios. Loan Loss Reserves are intended to cover losses in the loan portfolio.

Bank and Credit Union data is compiled from financial data for the period noted, as reported to federal regulators. The financial data obtained from these sources is consistently reliable, although; the accuracy and completeness of the data cannot be guaranteed by BauerFinancial, Inc. BauerFinancial relies upon this data in its judgment and in rendering its opinion (e.g. determination of star ratings) as well as supplying the data fields incorporated herein. BauerFinancial, Inc. is not a financial advisor; it is an independent bank research firm. BauerFinancial is a registered trademark. Any unauthorized use of its content, logos, name, and/or Star-ratings is forbidden.

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**BauerFinancial, Inc.**  
**Due Diligence Bank Performance Report**  
**FDIC Cert. #982: Eastern Michigan Bank - Croswell, MI**

Established: 1895    Sub S: No    Trust: No    CRA: Satisfactory    Supervisory Agreements: None

BauerFinancial's Star Rating: 09/30/2020    5-Stars    09/30/2019    5-Stars  
 Capital Classification:    09/30/2020    Well-Capitalized    09/30/2019    Well-Capitalized

**Balance Sheet: (\$ millions)**

<b>Assets:</b>	09/30/2020	09/30/2019
Cash & Due From Banks	\$112.060	\$75.688
Investments	\$110.378	\$122.505
Loans (net)	\$237.484	\$182.443
Repossessed R/E (REO)	\$0.000	\$0.000
Premises & Fixed Assets	\$7.103	\$5.277
Investments in Subsidiaries	\$0.000	\$0.000
Intangible Assets	\$0.794	\$0.737
Other Assets	\$13.615	\$13.522
<b>Total Assets:</b>	<b>\$481.434</b>	<b>\$400.172</b>

**Liabilities & Owner's Equity:**

Non-Interest Bearing Deposits	\$114.376	\$83.631
Interest Bearing Deposits	\$323.556	\$277.516
Fed Funds Purchased & Repos	\$0.000	\$0.000
Subordinated Debt	\$0.000	\$0.000
Other Borrowed Money	\$0.000	\$0.000
Other Liabilities	\$1.588	\$1.298
<b>Total Liabilities:</b>	<b>\$439.520</b>	<b>\$362.445</b>

**Owner's Equity:**

Preferred Stock	\$0.000	\$0.000
Common Stock & Surplus	\$16.005	\$16.005
Retained Earnings	\$24.845	\$21.788
Other Equity	\$1.064	\$(0.066)
<b>Total Equity</b>	<b>\$41.914</b>	<b>\$37.727</b>
<b>Total Liabilities &amp; Equity:</b>	<b>\$481.434</b>	<b>\$400.172</b>

**Income Statement: (Calendar year-to-date, \$ millions)**

Interest Income:	\$9.151	\$9.665
- Interest Expense:	\$0.362	\$0.661
<b>Net Interest Income:</b>	<b>\$8.789</b>	<b>\$9.004</b>
- Provisions for Losses	\$0.183	\$0.102
+ Non Interest Income	\$1.939	\$1.310
- Personnel Expense	\$3.762	\$3.709
- Impair&Amort re: Intangibles	\$0.022	\$0.022
- Other Non Interest Expense	\$2.837	\$2.495
+ Gains(losses) Securities	\$0.006	\$(0.015)
- Tax Provision	\$0.694	\$0.670
+ Other Income (Expense)	\$0.000	\$0.000
<b>Net Income:</b>	<b>\$3.236</b>	<b>\$3.301</b>
Tier 1 Capital:	\$40.408	\$37.322
Total Risk Based Capital:	\$42.168	\$38.845

**Key Capital Ratios:**

	09/30/2020	09/30/2019
Leverage Capital Ratio:	10.61%	9.83%
Tier 1 Risk-based Capital Ratio:	19.58%	17.55%
Total Risk-based Capital Ratio:	20.43%	18.27%
Common Equity Tier 1 Ratio:	19.58%	17.55%

**Asset Quality Ratios:**

Nonperf. Assets/Total Assets:	0.35%	0.53%
Texas Ratio:	1.34%	2.67%
Repossessed Assets/Net Worth	0.00%	0.00%
Delinquent Loans/Net Worth:	3.96%	5.64%
Delinquent Loans/Total Loans:	0.69%	1.16%
Net Chgoffs annualized/Loans:	0.00%	0.09%
Loan Loss Reserve/Total Loans	0.74%	0.83%
Loan Loss Reserve/Delq. Loans	105.96%	71.60%
Gvt Gtd % of Nonperforming Assets:	65.32%	51.62%

**Liquidity & Performance:**

Loans/Deposits:	54.63%	50.94%
Brokered Deposits/Total Deps.:	0.00%	0.00%
Non-core Funding Dependence:	-44.49%	-39.54%
Intangible Assets/Net Worth:	1.89%	1.95%
Investments in Subs./Net Worth:	0.00%	0.00%
Efficiency Ratio:	61.26%	59.78%
Avg. Assets Per Employee:	\$5.026	\$4.810
Net Interest Margin (Earn Assets):	3.02%	3.50%

**Profitability:**

Current quarter's profit/loss:	\$1.161	\$1.250
Year-to-date profit/loss:	\$3.236	\$3.301
Annualized Return on Assets (TE):	1.03%	1.19%
Annualized Return on Equity (TE):	11.12%	12.27%

**Historical Data:**

% Change in Assets (1 year):	20.31%	14.87%
% Change in Equity (1 year):	11.10%	14.29%
Net Inc. Last Calendar Year:	\$4.163	\$3.227
Net Inc. 2 Years Ago:	\$3.227	\$2.528

**Holding Company Data:**  
(when available)

Consolidated Assets:	
Leverage Ratio:	
Tier 1 Risk-based Capital Ratio:	
Total Risk-based Capital Ratio:	
Common Equity Tier 1 Ratio:	
Year-to-Date Net Income:	
Nonperf. Assets/Loans+ORE:	
Equity Inv. Subs % Equity Cap:	
Bank's Assets % of HC Assets:	

Compiled from financial data for the period noted, as reported to federal regulators. The financial data obtained from these sources is consistently reliable, although the accuracy and completeness of the data cannot be guaranteed by BauerFinancial. BauerFinancial relies upon this data in its judgement and in rendering its opinion (e.g. determination of star ratings) as well as supplying the data fields incorporated herein. BauerFinancial is not a financial advisor; it is an independent bank research firm. Copyright by BauerFinancial; reproduction in whole or in part is prohibited. 800.388.6686 [BauerFinancial.com](http://BauerFinancial.com)

# KELLY LAW FIRM

ADAIR MOSSETT & ELLIOTT, PLLC

Since 1889

December 1, 2020

Invoice #56270

Village of Lexington

c/o

treasurer@villageoflexington.com

In Reference      Local Government Matters  
To:

## Professional Services

			<u>Hours</u>	<u>Amount</u>
11/2/2020	JLM	Review AAA invoice for Jonoshies arbitration; email Ms. H. Tatman regarding same.	0.20	p.d.
	JLM	Review waiver of water system cap and tap fees; exchange emails with Ms. H. Tatman regarding same.	0.50	water
11/4/2020	JLM	Telephone conference with Ms. H. Tatman; research statutory law regarding elections and office being sought.	1.00	admin
11/5/2020	JLM	Regarding Jonoshies, email Ms. M. Kelm.	0.30	p.d.
11/6/2020	JLM	Regarding Jonoshies, review letter from AAA regarding amendment to the grievance; telephone conference with Ms. M. Kelm; email Ms. H. Tatman.	0.70	p.d.
	JLM	Review election issue.	0.50	Admin
11/7/2020	JLM	Email Ms. H. Tatman regarding election issue.	0.20	admin
11/9/2020	JLM	Telephone conference with Ms. T. Pitzer at UHY regarding audit.	0.20	audit

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# KELLY LAW FIRM

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Village of Lexington

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			<u>Hours</u>	<u>Amount</u>
11/9/2020	JLM	Prepare list of arbitrators, dates of hearings, etc.; email same to AAA.	0.40	p.d.
11/10/2020	JLM	Review draft letter from Ms. K. Kaatz to Mr. Gresock; prepare opinion letter.	0.80	admin
11/11/2020	JLM	Exchange emails with Ms. M. Kelm; email Ms. H. Tatman.	0.60	p.d.
11/13/2020	JLM	Telephone conference with Mr. C. Partaka regarding building and exchange emails with Ms. H. Tatman regarding same.	0.50	building
	JLM	Regarding Jonoshies, exchange emails with Ms. H. Tatman regarding CBA and arbitration costs.	0.20	p.d.
11/17/2020	JLM	Review last chance agreements; telephone conference with Police Chief and Ms. H. Tatman; exchange emails with Ms. M. Kelm; exchange emails with Ms. H. Tatman.	1.80	p.d.
11/18/2020	JLM	Email Ms. M. Janone at AAA regarding arbitration dates.	0.30	pd
11/23/2020	JLM	Email follow-up with Ms. M. Kelm regarding counter-proposal.	0.20	pd
11/24/2020	JLM	Review letter from Mr. B. Garner regarding Village Hall; review Lexington Municipal Building Agreement; email Ms. H. Tatman; email Mr. Garner.	1.00	admin
	JLM	Review letter from AAA regarding Jonoshies arbitration; exchange emails with Ms. H. Tatman and AAA regarding same; exchange emails with Ms. M. Kelm.	0.40	p.d.
11/25/2020	JLM	Regarding Jonoshies, review letter from AAA and email from Mr. J. Statham; email Ms. H. Tatman.	0.20	pd

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# KELLY LAW FIRM

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Village of Lexington

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	<u>Hours</u>	<u>Amount</u>
11/30/2020 JLM Regarding Jonoshies, exchange emails with Ms. M. Jannone from AAA and with Ms. H. Tatman.	0.20	pd.
For professional services rendered	10.20	\$1,428.00
Previous balance		\$10,920.65
11/9/2020 Payment. Check No. 35858		(\$7,704.50)
11/30/2020 Payment. Check No. 35904		(\$3,216.15)
Total payments and adjustments		(\$10,920.65)
Balance due		\$1,428.00

## Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Janal L. Mossett	10.20	140.00	\$1,428.00

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**THE VILLAGE OF LEXINGTON  
THE VILLAGE OF PORT SANILAC  
AND  
TOWNSHIP OF SANILAC  
INTERLOCAL WATER SUPPLY AGREEMENT**

This agreement is made by and between the Village of Lexington, a Michigan municipal corporation (hereinafter "Lexington"), the Village of Port Sanilac, a Michigan municipal corporation (hereinafter "Village of Port Sanilac") and the Township of Sanilac, a Michigan municipal corporation (hereinafter "Sanilac Township").

Whereas, Lexington owns, operates and maintains a water treatment and supply system which has capacity above its current needs, and

Whereas, the Township owns, operates and maintains a water supply system which has capacity to transfer water above its current needs, from Lexington to the Village of Port Sanilac, and

Whereas, the Village of Port Sanilac wishes to operate and maintain a water distribution system within the village limits, and

Whereas, the Village of Port Sanilac wishes to obtain water for this system from Lexington, through Sanilac Township, and

Whereas, Lexington and Sanilac Township are willing to provide water to the Village of Port Sanilac on the terms and conditions set forth herein.

**THEREFORE, IT IS AGREED**

- 1) **DEFINITIONS.** When used in this agreement the following terms shall have the meanings designated:
  - a) Appurtenance. A manufactured device, or a prefabricated assembly, or an on-the-job assembly of components, which is an addition to the basic piping system.
  - b) Binding. A statement or group of statements that all parties in this document agree shall be fulfilled which are enforceable by law.
  - c) Commencement Date. The first date water is provided by Lexington, and Sanilac Township to the Village of Port Sanilac pursuant to this agreement.
  - d) Consumer Price Index. A U.S. Department of Labor index identified as "Consumer Price Index – All Urban Consumers – Midwest Urban Area – All Items".
  - e) Currency. All mention of money or the usage of the (\$) icon shall be known as referring to the United States dollar.

- f) Debt Service Expense. The actual cost of the debt service on Lexington's existing raw water intake infrastructure.
- g) Effective Date. The date when all of the following have occurred:
  - i. This agreement has been signed
  - ii. resolutions have been adopted by the governing bodies of all parties approving this agreement
- h) Fiscal Year. January 1 to December 31
- i) Governing Law. This agreement shall be governed under the laws of the State of Michigan.
- j) Original Term. 30 years from the Commencement Date.
- k) Point of Service. A location in the right-of-way of Whitney Drive immediately in front of the Village of Port Sanilac's water tower, which creates an interconnection between Port Sanilac's water system and the Townships water system.
- l) Reserve Capacity. The portion of the Water Treatment Plant capacity guaranteed for the exclusive use of the Village of Port Sanilac for the term of this agreement and includes the 20% capacity required by the Michigan Department of Environmental Quality for reserve capacity.
- m) Township Water System. The entire water system including, but not limited to, all transmission lines, laterals, sub-transmission lines, storage tanks and appurtenances installed by or at the expense of Sanilac Township.
- n) Lexington Water System. The Water Treatment Plant and all transmission lines, laterals, sub-transmission lines, storage tank and appurtenances installed by or at the expense of Lexington.
- o) Port Sanilac Water System. The entire water system including, but not limited to, all transmission lines, laterals, sub-transmission lines, storage tanks and appurtenances installed by or at the expense of the Village of Port Sanilac.
- p) Water Rate. The amount charged by Lexington to the Village of Port Sanilac per one thousand (1000) gallons of water delivered.
- q) Water Treatment Plant. The entire water treatment facility including, but not limited to, the plant and water intake, owned by Lexington on the date of this contract and used for the treatment of water for human consumption.



## 2) PLANT CAPACITY AND MODIFICATIONS

- a) Beginning on the Commencement Date of this agreement and subject to all of the terms set forth herein, Lexington grants and conveys to the Village of Port Sanilac, the guaranteed right to three hundred twenty-five thousand (325,000) gallons per day of Reserve Capacity from the Water Treatment Plant for the use of the Village of Port Sanilac's Water System for the Term of this agreement.
- b) The Village of Port Sanilac shall pay to Lexington the sum of Eight Hundred Twelve Thousand Five Hundred and 00/100 Dollars (\$812,500.00) for said Reserve Capacity. Said amount shall be a one-time fee paid in full at the time of the loan closing between the Village of Port Sanilac and the State of Michigan section of the United States Department of Agriculture (USDA) water funding loan program.
- c) During the term of this agreement the Village of Port Sanilac shall also pay to Lexington, the Village of Port Sanilac's share of the actual cost of all major modifications to the Water Treatment Plant required by any regulatory agency having jurisdiction over said Water Treatment Plant, "end of life" replacement of major components of said Water Treatment Plant, and improvements to said Water Treatment Plant that are mutually agreed to by Lexington and the Village of Port Sanilac. The Village of Port Sanilac's share of any such modifications, replacements and/or improvements shall be calculated by dividing the Village of Port Sanilac's Reserve Capacity by the total Water Treatment Plant capacity and multiplying the cost of said modification, replacement and/or improvement by that figure. Any improvements made for the exclusive benefit of one party shall be paid for by that party. The Village of Port Sanilac shall not be responsible for any modifications to increase the Water Treatment Plant Capacity unless the Reserve Capacity is also increased.
- d) Lexington shall forthwith notify the Village of Port Sanilac, if the Village of Port Sanilac uses 80% or more of its Reserve Capacity for five consecutive days. When this target is reached negotiations regarding the purchase of additional capacity must commence.

## 3) WATER SERVICE

- a) Upon the payment of the sums required to secure Reserve Capacity as provided herein, Lexington shall provide to the Village of Port Sanilac up to Three Hundred Twenty-Five Thousand (325,000) gallons of water from the Water Treatment Plant per day beginning on the Commencement Date.
- b) The Village of Port Sanilac shall pay to Sanilac Township the sum of One Million Four Hundred Eighty-Nine Thousand Five Hundred Twenty-Three and 00/100 Dollars (\$1,489,523.00) for a tap in fee, as the Village of Port Sanilac will be using Sanilac Townships existing infrastructure to transfer the Village of Port Sanilac's reserve capacity from Lexington. Said amount shall be paid in full at the time of the loan closing between the Village of Port Sanilac and the State of Michigan section of the United States Department of Agriculture (USDA) water funding loan program.

- c) The Village of Port Sanilac shall also pay to Sanilac Township an initial amount equal to 66.6% or two thirds (2/3) of the actual Township pumping station operational costs, as the Village of Port Sanilac will be using Sanilac Township's existing pump station to transfer the Village of Port Sanilac's reserve capacity from Lexington. Upon the commencement date, the Village of Port Sanilac will pay \$0.92/1000 gallons of water used, in addition to the standard water rate for the first year. After one full year of operation, commencing the beginning of the following fiscal year, this percentage of actual costs shall be calculated annually. The rate shall be recalculated by dividing the amount of water delivered by the Water Treatment Plant to the Village of Port Sanilac's Water System in the previous Fiscal Year, by the amount of water delivered by the Water Treatment Plant to both the Village of Port Sanilac and Sanilac Township added together during the same time period to come up with the percentage of use. This calculated percentage shall then be multiplied by the actual operating budget for the Sanilac Township pumping station for that same time period. The total of the Village of Port Sanilac's portion of costs will then be divided by total usage of the same time frame, with a recalculated cost per thousand gallons of usage rate being established. The new pump station operations rate as recalculated shall be the rate for the new Fiscal Year. This fee will be collected from the Village of Port Sanilac in the normal monthly billing from Lexington and passed along to Sanilac Township accordingly by Lexington.
  - d) The Village of Port Sanilac shall also pay to Sanilac Township a surcharge on all gallons used in excess of the projected Thirty-Eight Million (38,000,000) gallons of annual usage. Water in excess of the 38,000,000 million gallons consumed within One (1) Fiscal Year, and passed through Sanilac Township's system will be charged a rate of \$0.50/1000 gallons. This fee will be added to both the base rate and the Sanilac Township pump station operations rate for a combined cost per 1000 gallons. This fee will be collected from the Village of Port Sanilac in the normal monthly billing from Lexington and passed along to Sanilac Township accordingly by Lexington.
  - e) Said water shall be delivered through a single meter located at the Point of Service. The meter specifications, and method of installation shall be approved by Lexington. The meter purchase and installation shall be the sole responsibility and at the cost of the Village of Port Sanilac. Said meter shall be adjusted if needed to maintain the appropriate supply to the Village of Port Sanilac's Water System.
- 4) TECHNICAL SUPPORT
- a) Lexington may provide to the Village of Port Sanilac technical support during the term of this contract regarding the Village of Port Sanilac's Water System at the rate of Seventy-Five and 00/100 (\$75.00) Dollars per hour for the first two years of this agreement and thereafter at an updated rate.

5) WATER RATE

- a) Except as otherwise provided herein for all water used by the Village of Port Sanilac Water System, the Village of Port Sanilac shall pay for the water provided pursuant to this agreement by paying a share of the actual operating and maintenance costs of the Water Treatment Plant. The share to be paid by Sanilac Township shall be calculated in the following manner:
- i) From the Commencement Date for a period of no less than one full year until the following fiscal year, the Water Rate shall be Three and 38/100 (\$3.38) Dollars. This shall hereinafter be referred to as the original base Rate. **(Note due to the uncertainty of the actual commencement date, the actual original base rate shall be calculated with current Budgets and the previous 3 years of usage just prior to the actual commencement date.)**
  - ii) For the following Fiscal (Year 1) commencing the January 1 after one full year of service, the Water Rate shall be the Base Rate multiplied by any increase or decrease in the Consumer Price Index from the Date of Commencement to the previous December CPI data.
  - iii) For Fiscal Year 2 commencing the following January 1, the Water Rate shall be the Base Rate multiplied by any net increase or decrease in the Consumer Price Index between the Date of Commencement to the previous December CPI data.
  - iv) For Fiscal Year 3 commencing the following January 1, the Water Rate shall be the Base Rate Multiplied by any net increase or decrease in the Consumer Price Index between the Date of Commencement to the previous December CPI data.
  - v) Commencing the following January 1, or the 4<sup>th</sup> Fiscal Year the Base Rate shall be recalculated by dividing the average amount of water delivered by the Water Treatment Plant to the Village of Port Sanilac Water System in the previous 3 Fiscal Years by the average amount of water delivered by the Water Treatment Plant to all users during the same time period and multiplying that figure by the projected operating budget for the Water Treatment Plant for the current Fiscal Year. The Base Rate as recalculated shall be the Water Rate for the Fiscal Year commencing that January 1. The Base Rate shall be recalculated in the same manner every third year thereafter during the term of this agreement and any extensions thereof.
  - vi) For each subsequent Fiscal Year in which the Base Rate is not recalculated as provided in the previous paragraph, the Water Rate shall be recalculated by dividing the average amount of water delivered by the Water Treatment Plant to the Village of Port Sanilac Water System in the three previous Fiscal Years by the average amount of water delivered by the Water Treatment Plant to all users during the same time period and multiplying that figure by the projected operating budget for the Water Treatment Plant for that Fiscal Year. That figure shall be compared to a figure calculated by multiplying the most recently established. base rate by any net change in the Consumer Price Index between the date the most recent base rate was established and the beginning of the Fiscal Year. The greater of those figures will be

the Water Rate for that Fiscal Year.

- b) Lexington shall invoice the Village of Port Sanilac for all water service charges provided on a monthly basis at the rate established pursuant to the previous paragraphs. Sanilac Township shall remit payment for such invoice within 10 days of receipt of an invoice. Balances outstanding more than 30 days after the date of billing shall bear interest at the rate of Three and One Half per cent (3½ %) per month from the due date calculated on a daily basis from the due date to the date of payment. Fees listed herein, collected from the Village of Port Sanilac which are due to Sanilac Township in the normal monthly billing from Lexington, shall be passed along to Sanilac Township accordingly by Lexington.
- 6) DEBT SERVICE CHARGE
- a) The Village of Port Sanilac shall also pay the sum of Two Hundred Sixty-Four Thousand Sixty-Two and 50/100 Dollars (\$264,062.50) to cover the Village of Port Sanilac's share of the Debt Service Expense. Said amount shall be a one-time fee paid in full at the time of the loan closing between the Village of Port Sanilac and the State of Michigan section of the United States Department of Agriculture (USDA) water funding loan program. This shall be the Village of Port Sanilac's only responsibility for said debt service regardless of when the Village of Port Sanilac is required to make payments thereon.
- 7) OWNERSHIP
- a) Lexington shall be the owner of the Water Treatment Plant and the Lexington Water System. Sanilac Township shall be the owner of the Sanilac Township Water System. The Village of Port Sanilac shall be the owner of the Village of Port Sanilac Water System.
- 8) INSTALLATION
- a) Necessary Village of Port Sanilac water distribution system improvements, such as the emergency connection, and the new pump station, are to be furnished, and installed to the specifications of Lexington. These appurtenances shall be connected to the Lexington and Sanilac Township SCADA and water distribution system, by and at the direction of the Village of Port Sanilac without expense to Lexington or the Township except as otherwise provided herein.
  - b) A hard-piped emergency connection, with all necessary valving and backflow prevention as specified by Lexington, has been requested to be installed at the sole expense of the Village of Port Sanilac at the Point of Service no later than February 26, 2021. Only upon board approval, and signing of this agreement by all parties involved shall commencement of the installation of this emergency connection begin.
- 9) DESIGN
- a) The Village of Port Sanilac shall be responsible for the design of its water distribution system. The Village of Port Sanilac shall submit a copy of the plans and specifications for the installation of connection appurtenances to Lexington and Sanilac Township prior to the commencement of construction of any interconnection for its review. Lexington and the Township may have said plans and specifications reviewed to insure compatibility with their Water Systems. All concerns

and/or objections raised by Lexington or Sanilac Township must be addressed and necessary changes must be incorporated into the plans before construction is commenced and/or at any time thereafter that a concern regarding compatibility of the systems is raised by Lexington and/or Sanilac Township.

#### 10) OPERATION

- a) The Village of Port Sanilac shall be solely responsible for the operation of the Village of Port Sanilac Water System including, but not limited to, all billing, collection, and all repairs, maintenance and replacement of all improvements installed by or at the direction of the Village of Port Sanilac.
- b) Sanilac Township shall be solely responsible for the operation and maintenance of the Sanilac Township Water System including but not limited to the Township pump station; except as outlined herein, and Sanilac Township's supply lines to the Point of Service.
- c) Lexington shall be solely responsible for the operation of the Water Treatment Plant and maintenance of Lexington's Water System supply lines.
- d) Lexington shall remotely, via Lexington's SCADA system, control the Village of Port Sanilac's booster station start and stop cycles, and remotely monitor for irregularities and malfunctions of the Village of Port Sanilac's Water System. All costs associated with integrating the two systems at the Water Treatment Plant will be the sole responsibility of Lexington.
- e) The Village of Port Sanilac shall not permit water from any other source to be mixed with water provided by Lexington and Sanilac Township's Water System, unless it is at the direction and supervision of Lexington under emergency circumstances. The Village of Port Sanilac shall take all reasonable precautions to guard against all forms of contaminations to the water supply and shall act with due diligence to remedy any contamination discovered.
- f) The Village of Port Sanilac currently owns and operates two (2) ground water wells which will be taken offline within their water system on the Commencement Date. For emergency purposes only, and as long as all parties agree to their usefulness as a backup water supply, Lexington agrees to operate one, or both wells, and maintain the required sampling protocols of state and federal oversight agencies to keep these wells operational for emergency purposes at Lexington's expense. Necessary building maintenance and utilities costs shall be shared in as equal shares as possible by Lexington, Sanilac Township, and the Village of Port Sanilac as long as all parties agree by a 2/3 majority that they provide a useful service to the greater good of the water systems as a whole. If deemed not useful by the parties involved, the Village of Port Sanilac will be solely responsible for the operation and control of the wells, and may use them as backup for its system, if the proper protocols are taken, or may properly decommission and abandon them completely at the Village of Port Sanilac's sole expense. Copies of any and all maintenance and utility bills for these well sites will be forwarded by the Village of Port Sanilac to Lexington and Sanilac Township quarterly for their share of payment.

11) SAMPLING AND QUALITY CONTROL

- a) The Village of Port Sanilac shall collect and submit bacteriological, and all other related samples as reasonably directed by and in accordance with rules and regulations of the Michigan Department of Environment, Great Lakes, and Energy, its successor, or any other county, state or federal government agency having jurisdiction over the Water System.

12) PROHIBITION AGAINST SALE OF WATER

- a) Port Sanilac shall not sell any water purchased from Lexington to any consumer located outside the Village of Port Sanilac, except to the following (3) three exempted utility customers:

Port Sanilac SDA Church 123 Whitney Drive Port Sanilac, MI 48468	Shawn Harrison 75 Whitney Drive Port Sanilac, MI 48468	King Kountry, Inc (two service lines) 6975 East Sanilac Road Port Sanilac, MI 48468
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13) CONTINGENCIES

- a) This agreement shall become null and void if the following do not occur:
  - i) Resolutions shall be adopted by Lexington, Sanilac Township, and the Village of Port Sanilac Boards approving this agreement.

14) RENEWAL

- a) The Village of Port Sanilac shall have the option to renew this agreement for an additional term of ten years on the same terms and conditions as exist at the end of the Original Term of this agreement. The Village of Port Sanilac shall notify Lexington of its decision to exercise this option at least 180 days prior to the expiration of the Original Term of this agreement.

15) MANAGEMENT OF SUPPLY

- a) Lexington shall retain exclusive rights to manage the operation and maintenance of its Water Treatment plant, equipment, and supply lines. Sanilac Township shall retain exclusive rights to manage the operation and maintenance of its equipment, and supply lines to the Point of Service. Lexington and Sanilac Township shall use reasonable diligence and care to provide an uninterpreted supply of water to the Village of Port Sanilac, but shall not be liable for any failure resulting from any cause beyond the reasonable control of the entities involved.

16) RULES AND REGULATIONS

- a) Each party shall have the right to establish uniform rules and regulations for the control of the water supply under its jurisdiction and control which are reasonably necessary to protect the public health and safety.

17) STANDARDS

- a) The Village of Port Sanilac shall conform to all AWWA and Ten State Standards for the installations of the Village of Port Sanilac’s Water System. Lexington shall have unfettered access

to the Village of Port Sanilac's water mains and facilities for inspection purposes to ensure compliance.

18) ENFORCEMENT

- a) Each party will adopt and amend, as necessary, such rules, regulations and ordinances as may be required to implement the terms of this agreement and to protect the integrity of the system.

19) MODIFICATION OR TERMINATION

- a) This agreement may be modified or terminated only by the mutual written consent of the parties involved.

20) FAILURE OF AGREEMENT

- a) Therefore, all parties acknowledge this agreement to be Binding, and that remedies at law will be inadequate for any breach of this agreement.
- b) No failure in performance of this agreement shall be deemed to be a breach thereof when such failure is occasioned by or due to any Act of God, strike, lockout, war, riot, epidemic, sabotage, explosion, breakage or accident to machinery or pipelines within the control of the party claiming the breach.
- c) All costs incurred by a party in the formation of this agreement, up to the date of installation of the Emergency Connection requested by the Village of Port Sanilac to be completed no later than February 26, 2021, shall be the sole responsible of the party incurring the cost. Thereafter, if this agreement is breached by the Village of Port Sanilac, or there is failure to perform any of the terms agreed to herein, the Village of Port Sanilac shall pay to Lexington Two Thousand and 00/100 (\$2000.00) dollars per month, compounded on the first (1<sup>st</sup>) of each month thereafter. The Village of Port Sanilac shall be solely responsible for the cost of permanent removal of the emergency connection located at the Point of Service with Sanilac Township, to specifications established by Lexington and Sanilac Township. Any breach of agreement fees collected through this clause shall be divided between Lexington and Sanilac Township, with Lexington receiving 60% of the fees and Sanilac Township receiving 40% of the fees. If Lexington or Sanilac Township refuse to supply the necessary requirements needed to upgrade their infrastructure in order to supply the Village of Port Sanilac with water as outlined herein, the defaulting party shall reimburse the other two parties for invoiced infrastructure components installed to date of an identified breach of this agreement.

21) ASSIGNMENT

- a) Neither party may transfer this agreement, any interest in this agreement or any claim arising under this agreement without the express written consent of the other party.

22) DISPUTE RESOLUTION

- a) In the event any issues arise regarding this agreement Lexington, Sanilac Township, and the Village of Port Sanilac shall appoint a representative or representatives who shall meet and will negotiate in good faith attempt to resolve said issues. In the event a resolution cannot be reached, any party to this agreement may request mediation with the American Arbitration

Association or may file an action in the Sanilac County Circuit Court.

23) SEVERABILITY

- a) If any provision in this agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this agreement.

24) COMPLETE AGREEMENT

- a) This agreement constitutes the entire agreement of the parties and shall be deemed to supersede and cancel any other agreement of the parties relating to the transactions contemplated in this agreement. None of the previous and contemporaneous negotiations, preliminary drafts, or previous versions of this agreement leading up to its executions and not set forth in this agreement shall be used by any party to construe or affect the validity of this agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this agreement has been made or relied on by any party. This agreement contains the complete understanding of the parties on all issues addressed herein.

**IN WITNESS WHEREOF** the parties have executed this agreement, including to be bound thereby, on the dates indicated below.

_____ Ray Mach	_____ Kristen Kaatz	_____ Dan Kelly
_____ Date	_____ Date	_____ Date
Village of Port Sanilac 56. N. Ridge St. P.O. Box 628 Port Sanilac, MI 48469	Village of Lexington 7227 Huron Ave. Ste. 100 Lexington, MI 48450	Township of Sanilac 20. N. Ridge St. P.O. Box 631 Port Sanilac, MI 48469



**VILLAGE OF LEXINGTON COUNCIL**  
**MEETING SCHEDULE AND HOLIDAY**  
**SCHEDULE FOR 2021**

New Year's Day – January 1- Closed  
Martin Luther King Day – January 18 Closed  
    Council Meeting – January 25  
President's Day – February 15 Closed  
    Council Meeting – February 22  
    Council Meeting – March 22  
    Council Meeting – April 26  
Council Meeting – Monday, May 24  
Memorial Day – May 31 Closed  
    Council Meeting – June 28  
Independence Day- July 5- Closed  
    Council Meeting – July 26  
    Council Meeting – August 23  
Labor Day – September 6 Closed  
    Council Meeting – September 27  
    Council Meeting – October 25  
Veteran's Day – November 11 – Closed  
    Council Meeting – November 22  
Thanksgiving Day and Friday after- November 25 & 26– Closed  
    Council Meeting – December 20/27 ?  
Christmas Eve- December 23 – Closed  
Christmas Day – December 24 – Closed  
New Year's Eve – December 30 - Closed

Village of Lexington Proposed Fee Schedule

	1/1/2013	Proposed Increase 1/1/2018	Proposed increase 2019	Proposed Increase 2020 (NO INCREASE)	Proposed increase 2021
Water Cap 1"	\$1,840	\$2,191.00	\$2,322.00	\$2,461	\$2,461
Water Cap 1.5"		\$4,748.50	\$5,033.00	\$5,335	\$5,335
Water Cap 2"	\$6,134	\$7,306.00	\$7,744.00	\$8,209	\$8,209
Water Cap 4"	\$12,267	\$14,610.00	\$15,487.00	\$16,416	\$16,416
Water Cap 6"	\$30,669	\$36,527.00	\$38,719.00	\$41,042	\$41,042
Water Cap 8"	\$61,337	\$73,053.00	\$77,436.00	\$82,082	\$82,082
Water Cap 12"	\$92,006	\$109,580.00	\$116,155.00	\$123,124	\$123,124
Water Cap 16"	\$122,675	\$146,107.00	\$154,873.00	\$164,165	\$164,165
Water Tap 1"	\$1,840	\$2,191.00	\$2,322.00	\$2,461	\$2,461
Water Tap 1.5"		\$2,391.00	\$2,534.00	\$2,686	\$2,686
Water Tap 2"	\$2,453	\$2,591.00	\$2,746.00	\$2,911	\$2,911
Water Tap 4"	\$6,134	\$7,306.00	\$7,744.00	\$8,209	\$8,209
Water Tap 6"	\$7,361	\$8,767.00	\$9,293.00	\$9,851	\$9,851
Water Tap 8"	\$8,587	\$10,227.00	\$10,841.00	\$11,491	\$11,491
Water Tap 12"	\$9,815	\$11,689.00	\$12,390.00	\$13,133	\$13,133
Water Tap 16"	\$12,267	\$14,610.00	\$15,487.00	\$16,416	\$16,416
3/4" Water Meter & MXU		\$355.00	\$376.00	\$399	\$399
1" Water Meter & MXU		\$395.00	\$419.00	\$444	\$444
1.5" Meter & MXU		\$710.00	\$753.00	\$798	\$798
Sewer Cap 4"	\$1,840	\$2,191.00	\$2,322.00	\$2,461	\$2,461
Sewer Cap 6"	\$18,402	\$21,917.00	\$23,232.00	\$24,626	\$24,626
Sewer Cap 8"	\$36,802	\$43,831.00	\$46,461.00	\$49,249	\$49,249
Sewer Cap 12"	\$73,604	\$87,663.00	\$92,923.00	\$98,498	\$98,498
Sewer Cap 16"	\$122,675	\$146,107.00	\$154,873.00	\$164,165	\$164,165
Sewer Tap 4"	\$1,227	\$1,461.00	\$1,549.00	\$1,642	\$1,642
Sewer Tap 6"	\$2,453	\$2,591.00	\$2,746.00	\$2,911	\$2,911
Sewer Tap 8"	\$3,680	\$4,383.00	\$4,646.00	\$4,925	\$4,925
Sewer Tap 12"	\$7,361	\$8,767.00	\$9,293.00	\$9,851	\$9,851
Sewer Tap 16"	\$12,267	\$14,610.00	\$15,487.00	\$16,416	\$16,416
Sewer Sampling					
Ammonia		\$20.00		\$20	\$20
Phosphorus		\$25.00		\$25	\$25

Village of Lexington Proposed Fee Schedule

D.O	\$10.00				\$10
B.O.D.-5	\$20.00				\$20
T.S.S.	\$20.00				\$20
pH	\$10.00				\$10
Fecal	\$20.00				\$20
<b>Gleiw Surcharge Fees</b>					
BOD (biochemical oxygen demand)		Current	proposed increase		
TSS (total suspended solids)		0.0710 per lb.	0.0810 per lb.		
Total Phosphorus		0.0565 per lb.	0.0665 per lb.		
Ammonia		0.1770 per lb.	0.1870 per lb.		
COD (chemical oxygen demand)		0.0400 per lb.	0.0500 per lb.		
TDS (total dissolved solids)		0.0710 per lb.	0.0810 per lb.		
Water Sampling	\$25 No change				0.0665 per lb.
Sewer Dumping	\$143 No change	\$143.00 2500 gallons			0.8100
Water Machine	\$0 No change	\$200.00 3500 gallons			\$143
1000 gallons	\$12 No change	\$10.00 1000 gallons			\$200
2.2 gallons	\$0 No change	\$0.25 3 gallons			\$10
water shut off/turn on fees - requested	\$50 No change	no change			\$0.25
water shut off/turn on fees - delinquent	\$100 No change	no change			
Copies	\$0 No change	\$0.25 no change			
Ordinances	\$0 No change				
Code of Ordinance	\$94 No change	no change			
Zoning Ordinance	\$51 No change	no change			
Master Plan	\$24 No change	no change			
Cemetery					
Lots	3%increase; 3% increase	Recommendation for no increase			
Resident	\$433	\$485.00			\$485.00
Resident 1/2 Lot	\$216	\$245.00			\$245.00
Non resident	\$798	\$900.00			\$900.00
Non resident 1/2 Lot	\$402	\$450.00			\$450.00
Internments					
Residents					
weekdays	\$464				\$520.00
weekend	\$587	\$660.00			\$660.00
Non resident					
weekdays	\$587				\$660.00
weekend	\$706				\$795.00

Village of Lexington Proposed Fee Schedule

Resident Child	\$247			\$280.00
Non resident Child	\$489			\$550.00
Cremated Ashes	\$124			\$200.00
Non Resident-				\$250.00
Resident		25.00 extra for holidays and weekends		\$25.00
<b>Parking Tickets</b>		6% increase		
Parking in a no parking zone	\$35	No change	\$45	\$45
Parking on streets between 3a-6a	\$30	No change	\$40	\$40
On or within 20ft of Crosswalk	\$30	No change	\$40	\$40
Blocking emergency exit	\$35	No change	\$45	\$45
Parking at edge of curb or street where marked w/yellow	\$35	No change	\$45	\$45
Within street intersection	\$35	No change	\$45	\$45
Within 15 ft of fire hydrant	\$35	No change	\$45	\$45
Parking on sidewalk	\$30	No change	\$40	\$40
Within 30 ft of street traffic sign or signal	\$30	No change	\$40	\$40
Within 50ft of fire station entrance	\$35	No change	\$45	\$45
Beside street excavation when traffic obstructed	\$35	No change	\$45	\$45
Double Parking	\$30	No change	\$35	\$35
Within 200ft of accident	\$35	No change	\$45	\$45
In front of driveway	\$40	No change	\$45	\$45
Blocking fire escapes	\$40	No change	\$45	\$45
Within 30ft of safety zone	\$40	No change	\$45	\$45
Parking within 500ft of a fire apparatus unless legally parked prior to fire	\$35	No change	\$45	\$45
Handicap parking violation	\$55	No change	\$70	\$70
PBT	\$160	No change	\$190	\$190
Police Reports	\$15	No change	\$20	\$20
<b>IF TICKET UNPAID, COST OF COLLECTION WILL BE</b>	\$20	No change	\$30	\$30
Accident Reports				
first page	\$20	No change	\$25	\$25
each additional page	\$5	No change	\$5	\$5
<b>Administrative Impound Fee (if vehicle impounded)</b>	\$75	No change	\$100	\$100
<b>Village of Lexington Storage fees</b>	\$35	No change	\$42	\$45
<b>Storage Fees for Towing Company</b>	\$5	No change	\$5	\$5
Fire Runs	\$1,600	\$1,400.00		\$1,400
	\$1,200	\$1,050.00		\$1,050
	\$800	\$700.00		\$700
	\$265	\$265.00		\$265
Rescue Run	\$199	\$199.00		\$199
	\$133	\$133.00		\$133

Village of Lexington Proposed Fee Schedule

In Village rescue run, out of district patient					
<b>Worth and Lexington Stand By Fees per contract</b>			\$8,500	contract	\$8,500
<b>Rescue and fire runs inside the Village limits for non residents are charged according to fee structure</b>					
<b>Zoning</b>					
Conditional Land Use	\$378	\$453.00			\$480
Special Land Use	\$442	\$530.00			\$562
Variance	\$378	\$453.00			\$480
Re-Zone		\$453.00			\$480
<b>Commercial Land Use Permit</b>					
New business registration	\$27	\$36.00			\$38
New business with site inspection	\$63	\$77.00			\$82
Commercial and Industrial Bldgs new up to 1500 sq ft	\$190	\$232.00			\$246
Commercial and Industrial Bldgs 1501 to 5000 sq ft	\$253	\$309.00			\$328
Commercial and Industrial Bldgs over 5000 sq ft	\$316	\$381.00			\$404
Additions to Commercial and Industrial up 1500 sq ft	\$126	\$155.00			\$164
Additions to Commercial and Industrial 1501 to 5000 sq ft	\$253	\$309.00			\$328
Additions to Commercial and Industrial over 5000 sq ft	\$316	\$381.00			\$404
<b>Alteration, Remolding, or reconfiguration of existing building</b>					
Alteration, Remolding, or reconfiguration for new use (site plan review)	\$38	\$239.00			\$253
<b>Accessory Building</b>					
Accessory Building up to 576 sq ft	\$63	\$77.00			\$82
Accessory Building up 577 to 5000 sq ft	\$253	\$309.00			\$328
Accessory Building over 5000 sq ft	\$316	\$381.00			\$404
<b>Parking Lot Comm and Ind add w/existing storm water mgt plan</b>					
Parking Lot Comm and Ind add w/out existing storm water mgt plan	\$38	\$209.00			\$222
Parking Lot Comm and Ind new up to 15 spaces	\$126	\$155.00			\$164
Parking Lot Comm and Ind new up to 15 to 39 spaces	\$126	\$155.00			\$164
Parking Lot Comm and Ind new over 40 spaces	\$190	\$232.00			\$246
Driveway Permit	\$316	\$388.00			\$411
Open Air Business	\$38	\$59.00			\$63
Demolition of Commercial Buildings up to 576 ft	\$63	\$83.00			\$88
Demolition of Commercial Buildings 577 to 5000 sq ft	\$38	\$54.00			\$57
Demolition of Commercial Buildings over 5000 sq ft	\$63	\$83.00			\$88
Move building onto property:					\$170
Up to 1,250 sq. ft.	\$59	\$77.00			\$82
1250 -1550 sq. ft.	\$74	\$91.00			\$96
1550-1800 sq. ft.	\$89	\$110.00			\$117
Over 1800 sq. ft.	\$104	\$131.00			\$139
<b>Performance bond formula</b>					
Sign - freestanding	\$63	\$90.00			\$95

Village of Lexington Proposed Fee Schedule

Signs - others	\$33	\$54.00	\$57
Fence	\$63	\$90.00	\$95
Sidewalk, cement pad - independent site review	\$38	\$59.00	\$63
<b>Residential Land Use Permit</b>			
New Home	\$63	\$90.00	\$95
Addition to house (alteration to footprint or height) up to 576 ft	\$38	\$47.00	\$50
Addition to house (alteration to footprint or height) over 577 ft	\$63	\$83.00	\$88
Garage - detached One floor - 576ft	\$38	\$48.00	\$51
Garage - detached One floor - over 577 sq ft	\$63	\$83.00	\$88
Accessory buildings up 200 sq ft	\$25	\$34.00	\$36
201 to 576 sq ft	\$38	\$48.00	\$51
over 576 sq ft	\$63	\$77.00	\$82

Village of Lexington Proposed Fee Schedule

Demolition of Residential Buildings					
Move building onto property:					
Up to 1250 sq. ft.	\$38	\$65.00			\$0
1250-1550 sq. ft.	\$59	\$74.00			\$0
1550-1800 sq. ft.	\$74	\$91.00			\$0
Over 1800 sq. ft.	\$89	\$110.00			\$0
Performance bond formula	\$104	\$124.00			\$0
Mobile Home Placement	\$38	\$48.00			\$51
Swimming Pool above ground	\$38	\$54.00			\$57
Swimming Pool in ground	\$63	\$83.00			\$88
Home Occupation	\$63	\$77.00			\$82
Signs - Residential use	\$19	\$25.00			\$27
commercial use - freestanding	\$63	\$77.00			\$82
commercial use -other	\$33	\$65.00			\$69
Fence	\$63	\$77.00			\$82
Driveway Permit, new, relocation or resurfacing (ind site review)	\$25	\$54.00	\$57.00		\$60
Sidewalk, cement pad - independent site review	\$25	\$36.00	\$38.00		\$40
Deck Porch (open or closed) gazebos up to 200 sq. ft.			\$27.00		\$29
201 sq. ft to 576 sq. ft			\$40.00		\$42
576 sq. ft and over			\$67.00		\$71
Land Use Permit Fines	\$200.00	239 \$	253.00		\$268
	\$300.00	357 \$	337.00		\$357
<b>Where Planner, Engineer and/or Attorney is utilized, their fee(s) will be utilized (a 2% admin fee will be added)</b>					
<b>Planning Review Fee Schedule</b>					
Single-Family Subdivision Plat/Site Condo Review:					\$268.00 plus \$ 6.90/acre
Sketch Plan Review	\$225.00 pl	\$239.00 plus	\$268.00 plus \$ 6.90/acre		\$389.00 plus \$25.00/ acre
Preliminary Plat/Plan Review	\$337.00 pl	\$357.00 plus	\$389.00 plus \$25.00/ acre		\$535.00 plus \$25.00 per acre
Final Plat Review	\$449.00 pl	\$476.00 plus	\$535.00 plus \$25.00 per acre		
Site Plan Review:					
Concept Plan	\$337.00 plus	\$400 plus	\$25/acre		\$400 plus \$25/acre
Final Plan	\$449.00 plus	\$535.00 plus	\$25/acre		\$535.00 plus \$25/acr
Planned Unit Development:					
Preliminary Plan	\$393.00 plus	\$469 plus	\$25/acre		\$469 plus \$25/acre
Final Detailed Site Plan	\$562.00 plus	\$670 plus	\$25/acre		\$670 plus \$25/acre
Rezoning Applications:	\$393.00 plus	\$469 plus	\$14/acre		\$469 plus \$14/acre

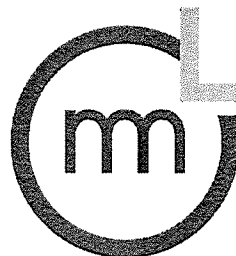
Village of Lexington Proposed Fee Schedule

Special Land Use Applications:		
Cluster Housing	\$393.00 plus \$469.00 plus site plan fee	\$469.00 plus site plan fee
All other Commercial Applications	\$393.00 plus \$469.00 plus site plan fee	\$469.00 plus site plan fee
Landscape Plans	\$56.00 plus \$67 plus \$6.70/acre	\$67 plus \$6.70/acre
Variances:		
Commercial	\$418.00	\$443
Residential	\$418.00	\$443
Review of Revisions:	One half fee ; One half fee schedule	One half fee schedule
Annexation Petition	\$317 plus \$336 plus \$2; \$377 plus \$25/acre	\$377 plus \$25/acre
Detachment Petition	7% of project cost	7% of project cost
Engineering Review of Project Plans	\$632.00	\$632
Industrial Development District	\$562.00 or up to \$632 or up to 2%	\$632 or up to 2%
Tax Abatement Permit		
Conditional Land Use	\$357.00	\$378
Land Split	\$179.00	\$190

Recommended no increase

Recommended \$ .01 increase





Michigan municipal league

## Newly Elected Officials Training

Two-day evening or day training sessions or one day training session dates are available.

REGISTER

(<https://neo.mml.org/page/1648813/register-now>)



## EOA Newly Elected Officials Trainings: What We Will Cover

These

newly elected officials trainings consists of core topics that will help educate first-time elected officials, as well as seasoned officials, on the basic functions they will need to know in their roles as public leaders.

Topics include: introduction to League services; an overview of basic local government; roles and responsibilities of elected officials; Open Meetings Act (OMA); Freedom of Information Act (FOIA); and a panel discussion with seasoned elected officials. We have also included opportunities for attendees to have additional breakouts in smaller groups to interact more closely with other elected officials. We have included several sessions to help with elected officials varying schedules. There are options for evening sessions, week day sessions, and one weekend program.

## Newly Elected Officials Training Sessions

We know that as an elected official, many of you have busy schedules! We have included several sessions to help with elected officials varying schedules. There are several options for members including evening sessions, week day sessions, and a weekend program. **Each session covers the same topics, please select only one option to attend.**

### OPTION A

Monday, November 16, 2020 | 6:00 – 8:15 pm

and

Monday, November 23, 2020 | 6:00 – 8:00 pm

### OPTION B

Tuesday, December 1, 2020 | 6:00 – 8:15 pm

and

Tuesday, December 8, 2020 | 6:00 – 8:00 pm

### OPTION C

Wednesday, December 9, 2020 | 9:00 – 11:15 am

and

Wednesday, December 16, 2020 | 9:00 – 11:00 am

### OPTION D

Saturday, January 23, 2021 | 8:30 am – 12:25 pm



# LEXINGTON POLICE DEPARTMENT

7227 Huron Avenue, Suite 100 Lexington, Michigan 48450  
Office: (810) 359-8242 Fax: (810) 359-5622 E-Mail: [lexpdchief@gmail.com](mailto:lexpdchief@gmail.com)

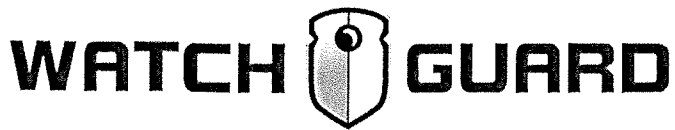
To: Holly Tatman  
Re: Body Cameras  
From: Chief Larry R. Sheldon

The Village of Lexington Police Department Viewu body cameras are obsolete and have not worked since March 2020. I had Sergeant Daniel Jonoshies obtain 3 bids and sample 3 different body cameras. The 3 companies that participated and the cost of the cameras are.

COMPANY	PRICING FOR 4 UNITS	COMPUTER STORAGE	CLOUD
Watch Guard	\$5160.00 No fault 3 year warranty	YES	
Digital*Ally	\$3919.00	NO	YES \$2256.00 PER YEAR
Island Tech Services (ITS)	\$9583.20	NO	YES \$2256.00 PER YEAR

I recommend the Watch Guard Body Camera. The Watch Guard Body Camera price is \$5160.00, including a 3 year no fault warranty. The Watch Guard Body Camera down loads the videos in a stand-alone computer and does not need to be down loaded to CLOUD base storage. The Digital Ally and Island Tech Services are CLOUD base storage, which will cost approximately \$2256.00 annually.

Larry R. Sheldon  
Chief of Police



# 4RE/VISTA Price Quote

CUSTOMER: Lexington Police Department

ISSUED: 10/28/2020 11:24 AM

EXPIRATION: 1/31/2021 6:00 AM

Attn: Accounts Payable,  
7227 Huron Ave.,  
Lexington,MI,,  
48450

**TOTAL PROJECT ESTIMATED AT:  
\$5,160.00**

ATTENTION: Sergeant Daniel Jonoshies

SALES CONTACT: David Stum

PHONE: 810-359-8242

DIRECT: (469) 640-5201

E-MAIL: lexpdsqt@gmail.com

E-MAIL: david.stum@motorolasolutions.com

## 4RE and VISTA Proposal

### VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-CAM-EXT-002	VISTA HD Extended Capacity Wearable Camera with 9 hours continuous HD recording. Includes one camera mount, 32 GB of storage, USB charging/upload docking base and 1 year warranty.	4.00	\$895.00	\$0.00	\$3,580.00

### VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-NOF	Warranty, VISTA 3 Year No-Fault	4.00	\$380.00	\$0.00	\$1,520.00

### WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$60.00	\$0.00	\$60.00
					<b>\$5,160.00</b>

**Total Estimated Tax, may vary from State to State \$0.00**

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
<b>Total Amount</b>	<b>\$5,160.00</b>

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

415 E. Exchange Parkway • Allen, TX • 75002  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



# 4RE/VISTA Price Quote

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_



Quote	QUO-30551-S5T2Z8
Date	3/20/2020
Page	1

9705 Loiret Blvd.  
 Lenexa, KS 66219  
 1-800-440-4947 www.digitalallyinc.com

**Customer:**

Lexington Police Department Sgt. Daniel Jonoshies 7227 Huron Ave Lexington, MI 48450
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Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
DAI002125	CM2	FEDERAL EXPRESS	Net 30	Justin Appleberry	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
4	001-00245-11	FirstVuHD FS Chest Camera 11" Kit	\$595.00	\$0.00	\$0.00	\$2,380.00
2	001-0950-00	VuLink, Standard Kit	\$495.00	\$0.00	\$0.00	\$990.00
4	012-00042-00	Activation Fee	\$30.00	\$0.00	\$0.00	\$120.00
1	012-00069-00	Share Portal	\$399.00	\$0.00	\$0.00	\$399.00

**Notes:**

- ProService Setup & Config Includes :
- Remote Product Setup & Configuration
  - Conversion to Local or Cloud setup
  - Dedicated Project Manager
  - Best Practices & Implementation Planning Session
  - System Administrator & Troubleshooting Training Session
  - Implementation Document Packet
  - Go Live
  - Follow-up Review Session

Total Discount	\$0.00
Subtotal	\$3,889.00
Misc	
Tax	\$0.00
Freight	\$30.00
<b>Total</b>	<b>\$3,919.00</b>

**Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.**

**TERMS OF SALE**

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

**1. Exclusion of Other Terms; Entire Agreement.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict



Quote	QUO-30551-S5T2Z8
Date	3/20/2020
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between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

- 2. Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.
- 3. Unpaid Charges.** You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.
- 4. Security Interest.** You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.
- 5. Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
- 6. Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.
- 7. Force Majeure.** DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.
- 8. Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH

<b>Getac Body Cams_QTY-3_Cloud</b>	<b>Quote #ITS038493NY v1</b>
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<b>Prepared by:</b> <b>Ronkoma Office</b> Paul Olkowski 980 S 2nd Street Ronkoma, NY 11779  <b>P: 888-615-2770</b> <b>E: polkowski@itsg.us.com</b>	<b>Bill to:</b> <b>Lexington Police Dept</b> Darrin Tenbusch 7227 Huron Ave Lexington, MI 48450  <b>P: (810) 357-5583</b> <b>E: dtenlpd@gmail.com</b>	<b>Ship to:</b> <b>Lexington Police Dept</b> Darrin Tenbusch 7227 Huron Ave Lexington, MI 48450  <b>P: (810) 357-5583</b> <b>E: dtenlpd@gmail.com</b>	<b>Date Issued:</b> <b>10.07.2019</b>  <b>Expires:</b> <b>01.05.2020</b>  <b>Contract #:</b>
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Products	Price	Qty	Ext. Price
OVWX2MXXXXX1 <b>Getac Digital Body Camcorder - Full HD</b> Body Worn Camera (BC-02),64GB + FHD/HD/WVGA + WiFi + GPS + BLE, 1 year hardware	\$294.48	3	\$883.44
GE-SVBWEXT2Y <b>Getac Warranty/Support - 2 Year Extended Warranty - Warranty - Technical</b> Getac Warranty/Support - 2 Year Extended Warranty Body Camera	\$123.75	3	\$371.25
ORB39X <b>Body Camera magnetic quick release charging USB cable</b>	\$67.56	3	\$202.68
OTX11X <b>Body Worn Camera Bluetooth Trigger Box (TB-02)</b>	\$147.92	3	\$443.76
ORB41X <b>Getac Body Camcorder Dual Magnet Mount</b>	\$57.76	3	\$173.28
OD2DAU <b>BODY WORN CAMERA 8 PORT MULTIDOCK</b> BODY WORN CAMERA (BC-02)-8 PORT MULTIDOCK With DATAMOVER	\$1,294.77	1	\$1,294.77
OUA011 <b>Getac Cloud</b> GETAC CLOUD STORAG 15G PER MONTH PER DEVICE	\$188.09	9	\$1,692.81
OZX04X <b>Getac Online/Phone Remote Deployment Consulting - Warranty - Technical - Electronic Service</b>	\$1,409.68	1	\$1,409.68
OZX07X <b>Getac Video On-site Training</b>	\$2,511.53	1	\$2,511.53
OWC011 <b>GETAC ENTERPRISE-VIDEO LICENSE AND ANNUAL MAINTENANCE (PER CLIENT DEVICE) 1ST YE</b>	\$200.00	3	\$600.00
<b>Subtotal:</b>			<b>\$9,583.20</b>

Quote Summary	Amount
Products	\$9,583.20
<b>Total:</b>	<b>\$9,583.20</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. PANASONIC & GETAC PRODUCTS ARE BUILT TO ORDER AND NOT RETURNABLE.