

PUBLIC HEARING/MONTHLY COUNCIL MEETING

Council Chambers 7227 Huron Avenue, Lexington, MI 48450

AGENDA

DATE OF MEETING: MONDAY, JUNE 27, 2022
TYPE OF MEETING: PUBLIC HEARING/COUNCIL MEETING
TIME OF MEETING: 7:00 P.M.

CALL TO ORDER THE PUBLIC HEARING

PURPOSE: TO HEAR COMMENTS AND THE ADOPTION OF THE 2022-2023 BUDGET
PUBLIC COMMENT

CLOSE PUBLIC HEARING

PLEDGE OF ALLEGIANCE

CALL TO ORDER / REGULAR COUNCIL MEETING

ROLL CALL BY CLERK

PUBLIC COMMENT

APPROVAL OF AGENDA

BUSINESS: Pages 1- 131

ADMINISTRATION

- A. **MINUTES** - Motion to approve the minutes of the Special Council Meetings of May 2, 2022, May 31, 2022, and June 8, 2022 as presented. Motion to approve the minutes of the Regular Council Meeting of May 23, 2022 as presented.
- B. **CAPITAL OUTLAY ACCOUNTS DISCUSSION** – Kaatz
- C. **BUDGET AMENDMENTS** – Motion to approve budget amendments as presented.
- D. **2022-2023 BUDGET** – Motion to approve the 2022-2023 Budget as presented.
- E. **SEPTAGE DUMPING FEES TRANSFER** – Motion to approve the septage dumping fees transfer of \$46,000 to capital equipment fund 402-000-699-590 (\$38,180 for DPW and \$7,820 for Fire Department).
- F. **INVOICE – KELLY LAW FIRM** – Motion to approve the payment of \$182.00 to Kelly Law Firm, \$28.00 from the General Fund, \$154.00 from Mobile Home Park.
- G. **RESOLUTION #2022-02 CALLING FOR A PUBLIC HEARING ON THE DDA PLAN AMENDMENTS**- Motion to approve Resolution #2022-02 as presented.
- H. **PUBLIC HEARING** – Motion to set a Public Hearing on Monday, July 25, 2022, at the regular Council Meeting set for 7:00 p.m. for the purpose of approving Resolution #2022-03 DDA Plan Amendments, Amendments to the DDA Ordinance, and expansion of the district.
- I. **VILLAGE ATTORNEY**- Motion to appoint Todd Shoudy as interim Village attorney at rate of \$180.00 per hour, billed in quarter hour increments.
- J. **GENERAL ENGINEERING CONTRACT** – Motion to approve the general engineering contract for Townley Engineering as presented.
- K. **LIBRARY REQUEST DISCUSSION** – Kaatz

MOBILE HOME PARK: Page 132

- L. **MOBILE HOME PARK DEPOSIT REFUND** – Motion to approve the deposit refund in the amount of \$361.00 to Sandra Scripka (Lot #51), and \$320.00 to Tamara Weidman (Lot #110).

FINANCIAL REPORTS: Pages 133 - 167

Motion to approve the check register in the amount of \$155,154.89 check numbers 37077 through 37135 and the financial reports as presented.

REPORTS/ MINUTES/MONTHLY SCHEDULE: Pages 168 - 190

MANAGER REPORT

FABER'S REPORT

POLICE REPORT

FIRE DEPARTMENT REPORT

OPERATIONS

DPW PROJECT

ZONING REPORT

PLANNING COMMISSION

CEMETERY BOARD

DDA

ENVIRNOMENTAL

MHP ADVISORY BOARD

JULY MEETING SCHEDULE

CORRESPONDENCE

PUBLIC COMMENT

COUNCIL PERSON COMMENTS

ADJOURNMENT

The Village of Lexington Common Council held a Special Council Meeting Monday, May 2, 2022 in the Village Council Chambers, 7227 Huron Avenue, Lexington, MI 48450

Call to Order Regular Council Meeting at: 8:33 a.m. by President Kristen Kaatz

Pledge of Allegiance led by President Kristen Kaatz

Roll call taken by Clerk Vicki Scott

Present: Adams, Muoio, Fulton, Jarosz, DeCoster, Kaatz

Absent: Klaas

Others present: A. Sutton

Public Comment – None

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

All ayes

Motion carried

BUSINESS

ADMINISTRATION

- A. **MIOSHA Litigation** – Motion by Kaatz, seconded by Fulton, to go into closed session to discuss the MIOSHA litigation at 8:36 a.m.

Roll Call

Ayes- Kaatz, Fulton, DeCoster, Jarosz, Muoio

Nays- Adams

Motion carried

Motion by Kaatz, seconded by Jarosz, to resume the special council meeting at 9:02 a.m.

All ayes

Motion carried

Motion by Kaatz, seconded by Jarosz, to acquire supplemental counsel to assist in the litigation with MIOSHA.

Roll Call

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

Nays- None

Motion carried

- B. **Supplemental Legal Counsel** – Kaatz suggests having the Village Manager seek advice from MML on other firms who specialize in these issues, as well as reaching out to Ms. Forbush as she assisted the previous Village Manager.

CORRESPONDENCE – None

PUBLIC COMMENT - None

COUNCIL PERSONS COMMENTS

Jarosz – Thanked the Personnel Committee.

ADJOURNMENT – Motion by Jarosz, seconded by DeCoster, to adjourn the meeting 9:07 a.m.
Motion carried

Respectfully Submitted
Vicki Scott

The Village of Lexington Common Council held a Regular Council Meeting Monday, May 23, 2022 in the Council Chambers at 7227 Huron Avenue, Lexington, MI 48450

Call to order the Regular Council Meeting at 7:00 p.m. by Kristen Kaatz

Pledge of Allegiance led by Kristen Kaatz

Roll call taken by Clerk Vicki Scott

Present: Klaas, Adams, Muoio, Fulton, Jarosz, DeCoster, Kaatz

Absent: – None

Others present: Allie Sutton, S. McCoy, C. Heiden and 17 citizens

PUBLIC COMMENT – None

APPROVAL OF AGENDA – Motion by Klaas, seconded by Adams, to approve the agenda as amended adding #D.2. Library Grant Request.

All ayes

Motion carried

BUSINESS

ADMINISTRATION

A. MINUTES –

Motion by Fulton, seconded by Adams, to approve the minutes of the Regular Council Meeting of April 25, 2022 as presented.

All ayes

Motion carried

B. INVOICE – KELLY LAW FIRM –

Motion by Muoio, seconded by Klaas, to approve the payment of \$532.00 to Kelly Law Firm, \$532.00 from General Fund as presented.

Roll Call

Ayes- Muoio, Klaas, Adams, Fulton, Jarosz, DeCoster, Kaatz

Nays- None

Motion carried

C. GIELOWS UPDATE –

Sutton explained the response from Mr. Gielow in the packet. Sutton read the report from Chief Sheldon on patrolling this area. Heiden explains the road conditions on Denissen St.

D. UHY PROPOSAL FOR SERVICES WITH CHART OF ACCOUNTS –

Motion by DeCoster, seconded by Muoio, to approve up to \$8,800.00 for UHY to implement the new Uniform Chart of Accounts.

Discussion

Roll Call

Ayes – DeCoster, Muoio, Klaas, Adams, Fulton, Kaatz

Nays – Jarosz

Motion carried

D. 2. LIBRARY GRANT REQUEST–

Huepenbecker explained we are applying for a RRAP Grant and need local support for this grant. The grant is time sensitive as we need to know by June 1, 2022. Kaatz explained Bill Sarkella indicated the townships have COVID money they could allocate. We have ARPA money we could allocate toward the project. With the RRAP Grant, the goal is all entities that use the library contribute to it. The DDA already gave \$10,000.00 to this project. If the Village could give \$10,000.00 toward the library, the neighboring townships could also contribute as well. Discussion follows.

Motion by Jarosz, seconded by Klaas, to allocate \$10,000 from the ARPA funds to Moore Public Library for the purpose of the grant application.

Discussion

Roll Call:

Ayes – Jarosz, Klaas, Muoio, Fulton, DeCoster, Kaatz

Nays – Adams

Motion carried

E. BUDGET AMENDMENTS –

McCoy answers questions from Council on budget amendments.

Motion by Klaas, seconded by Jarosz, to approve budget amendments as presented.

Discussion on amendments that were made and setting another budget workshop.

Roll Call:

Ayes – Klaas, Jarosz, Muoio, Adams, Fulton, DeCoster, Kaatz

Nays – None

Motion carried

F. PUBLIC HEARING –

Motion by Jarosz, seconded by Klaas, to set a Public Hearing on Monday, June 27, 2022, at the regular Council Meeting set for 7:00 p.m. for the purpose of the adoption of the 2022-2023 Budget.

Roll Call:

Ayes – Jarosz, Klaas, Adams, Muoio, Fulton, DeCoster, Kaatz

Nays – None

Motion carried

G. L-4029 MILLAGE RATE –

Motion by Jarosz, seconded by Klaas, to approve the 2022 L4029 Millage Rate as presented.

Roll Call:

Ayes – Jarosz, Klaas, Adams, Muoio, Fulton, DeCoster, Kaatz

Nays – None

Motion carried

H. BOARD APPOINTMENT –

Motion by DeCoster, seconded by Muoio, to approve the appointment of Michael McGovern to the Downtown Development Authority.

Discussion

Roll Call:

Ayes – DeCoster, Muoio, Klaas, Adams, Fulton, Jarosz, Kaatz

Nays – None

Motion carried

I. RRC UPDATE DISCUSSION –

Fulton explained the new website has helped make RRC requirements happen. We should be done by the end of the year. However, certification will take longer and is an ongoing process. Thank you to Dave Picot for all his work.

CEMETERY

J. CHAPEL FURNACE REPLACEMENT

Stapleton explained the bids that came back for replacing the chapel furnace. The cemetery board is recommending Jacks Heating & Cooling for this project. The furnace is approximately 50-60 years old and needs replaced. This project will have asbestos removal as well. Discussion followed.

Motion by Jarosz, seconded by Adams, to approve the Jacks Cooling & Heating bid for the two-stage furnace at \$7,568.00 to come from the maintenance line item.

Discussion

Roll Call:

Ayes – Jarosz, Adams, Klaas, Muoio, Fulton, DeCoster, Kaatz

Nays – None

Motion carried

MOBILE HOME PARK

K. MOBILE HOME PARK EROSION BID –

Sutton explained we received one bid. Townley Engineering was the only one who responded. Discussion followed on what the total cost would be for Phase 1 and Phase 2. Heiden explained the breakdown from the Townley Engineering bid.

Motion by Jarosz, seconded by DeCoster, to approve the Townley Engineering bid for North Shores Mobile Home Park Community for a total of \$70,460.00 for Phase 1 and Phase 2. Funds to be taken from the North Shores reserve fund.

Discussion

Amended Motion by Jarosz, seconded by DeCoster to approve the Townley Engineering bid for North Shores Mobile Home Park Community for a total of \$69,960.00 for Phase 1 and Phase 2. Funds to be taken from the North Shores reserve fund.

Roll Call

Ayes – Jarosz, DeCoster, Fulton, Klaas, Adams, Muoio, Kaatz

Nays – None

Motion carried

PARKS & REC

L. PARKS & REC 5-YEAR PLAN BID RECOMMENDATION –

Sutton explained the Parks & Rec Committee went through all the bids and recommended McKenna Associates to do the 5-year plan.

Motion by Klaas, seconded by Muoio, to approve the recommendation by Parks & Rec to hire McKenna to write the 5-year plan.

Roll Call

Ayes – Klaas, Muoio, Adams, Fulton, Jarosz, DeCoster, Kaatz

Nays – None

Motion carried

WATER/SEWER/DPW/STREETS

M. MAIN SEWER LIFT STATION PARTS –

Heiden explained the main sewer lift station is down and needs repaired.

Motion by Jarosz, seconded by Muoio, to approve up to \$16,250.00 for replacement parts for the main sewer lift station.

Roll call

Ayes – Jarosz, Muoio, Klaas, Adams, Fulton, DeCoster, Kaatz

Nays – None

Motion carried

FINANCIAL REPORTS – Motion by Fulton, seconded by Adams, to approve the check register in the amount of \$184,543.16 check numbers 36996 through 37076 and financial reports as presented.

Discussion

Roll Call

Ayes- Fulton, Adams, Klaas, Muoio, Jarosz, DeCoster, Kaatz

Nays- None

Motion carried

CORRESPONDENCE –

- Bill Sarkella (County Commissioner) Update

PUBLIC COMMENT –

- Mary Ann Knoblock – Commented on Jeff's sign.

COUNCIL PERSON COMMENTS

- Jarosz commented on zoning administrator's report.
- Kaatz thanked the staff for all their work.

ADJOURNMENT

Motion by Jarosz, seconded by Klaas, to adjourn the meeting at 8:26 p.m.

All ayes

Motion carried

Respectfully Submitted

Vicki Scott, Village Clerk

DRAFT

The Village of Lexington Common Council held a Special Council Meeting Monday, May 31, 2022 in the Village Council Chambers, 7227 Huron Avenue, Lexington, MI 48450

Call to Order Regular Council Meeting at: 3:11 p.m. by President Kristen Kaatz

Pledge of Allegiance led by President Kristen Kaatz

Roll call taken by Clerk Vicki Scott

Present: Adams, Muoio, Fulton, Jarosz, Kaatz

Absent: Klaas, DeCoster

Others present: A. Sutton, S. McCoy, L. Jackson, G. Picot

Public Comment – None

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

All ayes

Motion carried

BUSINESS

ADMINISTRATION

- A. **Library Grant Request** – Sutton explained after the last Council Meeting, I spoke to Dave Faber regarding the funding of ARPA money to make a donation to the library. He seemed troubled with us using ARPA funds and any tax payer dollars going toward a donation for non-profit entity. He suggested contacting our auditors and legal regarding this. We reached out to UHY. They suggested we do not do this and contact legal. Legal suggested not using ARPA funding for this. Legal indicated the library is providing public services for the Village. We would have to enter into a contract with the library just as we do any other public service the Village cannot provide. Discussion follows. Kaatz suggested putting this item back on the Council agenda for next month to revisit.

MOTION by Kaatz, seconded by Jarosz, to rescind the motion made by Jarosz, seconded by Klaas, to allocate \$10,000 from the ARPA funds to Moore Public Library for the purpose of the grant application.

Roll Call:

Ayes: Kaatz, Jarosz, Fulton, Muoio, Adams

Nays: None

Motion carried

- B. **RAP Grant for Harbor Improvements** – Sutton explained we would like to go after this grant for the Master Plan Tierney Park improvements. This would be the first step towards redoing the bathrooms at the park. Discussion follows on the DNR changes at the harbor. The DNR has a memorandum of understanding with the Village.

MOTION by Jarosz, seconded by Fulton, to approve moving forward with the RAP grant application.

Roll Call:

Ayes: Jarosz, Fulton, Adams, Muoio, Kaatz

Nays: None

Motion carried

CORRESPONDENCE – None

PUBLIC COMMENT - None

COUNCIL PERSON COMMENTS –

- Fulton commented on not adding things to the agenda at the last minute.

ADJOURNMENT – Motion by Jarosz, seconded by Fulton, to adjourn the meeting 3:38 p.m.
Motion carried

Respectfully Submitted
Vicki Scott

The Village of Lexington Common Council held a Special Council Meeting Wednesday June 8, 2022 in the Village Council Chambers, 7227 Huron Avenue, Lexington, MI 48450

Call to Order Regular Council Meeting at: 9:00 a.m. by President Kristen Kaatz

Pledge of Allegiance led by President Kristen Kaatz

Roll call taken by Clerk Vicki Scott

Present: Adams, Muoio, Fulton, Jarosz, Kaatz

Absent: Klaas, DeCoster

Others present: A. Sutton, T. Shoudy

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

All ayes

Motion carried

PUBLIC COMMENT – None

BUSINESS

ADMINISTRATION

- A. **MIOSHA Litigation** – Motion by Kaatz, seconded by Muoio, to go into closed session to discuss the MIOSHA litigation at 9:03 a.m.

Roll Call

Ayes- Kaatz, Muoio, Jarosz, Fulton, Adams

Nays- None

Motion carried

Motion by Kaatz, seconded by Adams, to resume the special council meeting at 9:21 a.m.

All ayes

Motion carried

Motion by Jarosz, seconded by Fulton, to accept the MIOSHA settlement agreement.

Roll Call

Ayes – Jarosz, Fulton, Muoio, Adams, Kaatz

Nays- None

Motion carried

CORRESPONDENCE – None

PUBLIC COMMENT - None

COUNCIL PERSONS COMMENTS - None

ADJOURNMENT – Motion by Jarosz, seconded by Adams, to adjourn the meeting 9:22 a.m.

Motion carried

Respectfully Submitted

Vicki Scott

Capital out lay accounts

Police

Parks & Rec

Local Streets

Municipal Streets

Cemetery

DDA

Capital Out Lay

Sewer

Water

MHP

The Village of Lexington Common Council held a Study Session Wednesday, June 12, 2019 in the conference room of the Village Hall, 7227 Huron Avenue, Lexington, MI 48450.

Study Session Called to order at 12 p.m. by President Pro Tem Peter Muoio

Roll call taken by Beth Grohman, Clerk

Present: Schultz, Ehardt, Picot, Muoio

Absent: Jarosz, Kaatz, Fulton

Others present: Tatman, Stapleton, Heiden, Grohman

BUSINESS

1. **BUDGET REVIEW** – Tatman explained some other changes are being made at this time. Showing the \$25,000 disbursement will come from for OPEB. Some significant changes in the Water and Sewer operational expenses may be needed before money from USDA is received. All department heads and committee chairpersons have been a part of the budget process.

Union contract is not official at this time but wages, uniform allowances and other tentative agreements have been built into the budget.

Grant money for the Master Plan, shows as income coming in but also shows it going right back out to pay for the planners.

Short Term rental fees are not projected in the budget, due to possible changes from State regarding regulations on Short Term Rentals.

Chief Sheldon keeping over time as low as possible, back to a full staff.

Parks and Recreation budget reflects \$5000 from DDA's annual contribution. Grants will have to be obtained for playground equipment and other Parks and Recreation projects.

* Tatman explained the capital improvement funds for all the accounts.

Tatman looking into way to cut costs such as the telephone charges. Other municipalities using VOIP (voice over internet protocol) and savings are significant.

Tatman to research this more.

Questions regarding how the budget reflect the operational cost for Lexington Township. Currently the Township pays 20% of the bills.

Contracted services were increased with all the outside contracting such as the Master Plan, legal services, USDA. Upgrade to the website and IT services.

DPW Wages increased due to raises and part time/seasonal employees.

Jarosz entered meeting

Discussion on street funds and how they can be utilized.

Bike Path no monies allocated since there is over \$20,000 in the fund for maintenance for this year according to Croswell.

OPEB annual payment \$25,000.

New Union contract does include employee cost sharing.

MHP fund set aside \$20,000 for parking lot and finishing the fence, patching streets.

PUBLIC COMMENT: Richard Stapleton explained the volunteers doing fundraisers to help with maintenance of the cemetery. Money in capital outlay for roof repairs/replacement.

ADJOURNMENT – Motion by Jarosz, seconded by Picot, to adjourn meeting at 1:51 p.m.
Motion carried

The Village of Lexington Common Council held a Public Hearing and a Regular Meeting Monday, June 24, 2019, in the Council Chambers at the Village Hall at 7227 Huron Avenue, Lexington, MI 48450.

Public Hearing Called to Order at 7:00 p.m. by President Kristen Kaatz
To hear comments on the proposed 2019-20 FY Budget

Public Comment –

Mike Ruffini – Civil War Encampment- Thank you to the Village, Steve Kovac, the LBA, the DPW and the office staff, and the Stencil Family, and the Police Department. Is willing to coordinate the event next year.

Tootie Reckinger – 5203 Main Street- Lot 98- Commented on behalf of another resident, that the budget approval could not take place until August.

Kathy Parraghi – 5203 Main Street – Lot 181 – Comments regarding the ditches by the welcome signs not mowed, edging of the sidewalks, volleyball court needs to be moved to the south side of the beach. Also commented on the railing south of the pedestrian gate in the LNS Mobile Home Park.

Jackie Huepenbecker- Comments regarding the budget, no money budgeted for legal fees in the Planning Budget and commented on the \$40,000 for the Master Plan.

Public Hearing Closed at 7:07 p.m.

Regular Council Meeting Called to order at 7:07 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: H. Tatman, M. Irwin, J. Dawson, C. Heiden, S. McCoy, D. Tenbusch, K. Radtke, J. Johnson and 17 citizens.

Public comment:

Kathy Parraghi – 5203 Main Street – Lot 181- Apologized for making comments at the wrong time.

APPROVAL OF THE AGENDA – Motion by Jarosz, seconded by Schultz, to approve the agenda as amended, addition of item G. Schedule Special Council Meeting.

Motion carried

BUSINESS

ADMINISTRATION

A. APPROVAL OF MINUTES – Motion by Schultz, seconded by Fulton, to approve the minutes from the Public Hearing and Regular Meeting May 20, 2019, Council Study Session June 12, 2019 and Special Council Meeting June 13, 2019 as presented.

All Ayes

Motion carried

B. 2018-19 BUDGET AMENDMENTS – Motion by Ehardt, seconded by Schultz, to approve the 2018-19 Budget Amendments as presented.

Discussion

Muoio – Questions regarding the uniform allowance, Master Plan and Capital Outlay.

Tatman responded

Roll Call

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

Nays- None

Motion carried

C. RESOLUTION 2019-05 FY 2019-20 BUDGET -Motion by Kaatz, seconded by Muoio, to adopt Resolution 2019-05 2019-20 FY Budget as presented.

Discussion

Muoio – Questions regarding short term rentals, administration staff wages and fire department wages

Tatman responded

Roll Call

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

Nays – None

Motion carried

D. RESOLUTION 2019-06 – MEMORIAL TRIBUTE TO JOHN WATSON- Motion by Kaatz, seconded by Fulton, to approve Resolution 2019-06 Memorial Tribute to John Watson as presented.

Roll call

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

Nays- None

Motion carried

E. INVOICE – KELLY LAW FIRM - Motion by Schultz, seconded by Ehardt, to approve the payment of \$1708.00 to Kelly Law Firm.

Roll call

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

Nays- None

Motion carried

F. IT SERVICES – Tatman reported on the bids received for IT services and recommendation to contract with IT Right. IT Right only works for municipalities and is contracted by 600 Municipalities in Michigan. Quote is for \$8500 per year and this includes maintaining all computers for the Village and only additional charges are for new installation. IT Right is also Lien approved.

Motion by Picot, seconded by Ehardt, to contract with IT Right for IT services as recommended by Tatman.

Roll Call

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

Nays – None

Motion carried

G. SET SCHEDULE FOR SPECIAL COUNCIL MEETING – Special Council Meeting scheduled for July 8, 2019 6:30 p.m. and agenda items appointment of five members to the AD-Hoc Committee for Peddlers Ordinance and Manager Evaluation.

FINANCIALS –

Motion by Ehardt, seconded by Schultz, to approve the check register in the amount of \$197,024.59 check numbers 34594 through 34663 and financial reports.

Discussion

Muoio questions regarding the DDA financials.

Roll Call

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

Nays- None

Motion carried

62419

Reports/Minutes
Kaatz– Questions regarding MHP Manager report and fencing.
Irwin responded.

PUBLIC COMMENT

None Offered

COUNCIL PERSONS COMMENTS

None Offered

ADJOURNMENT – Motion by Schultz, seconded by Fulton, to adjourn the meeting 7:45 p.m.

All Ayes

Motion carried

Respectfully Submitted

Beth Grohman

The Village of Lexington Common Council held a Public Hearing and a Regular Council Meeting Monday, June 28, 2021 in the Council Chambers at 7227 Huron Avenue, Lexington, MI 48450

Public Hearing Called to Order at 7:03 p.m. by President Kristen Kaatz

To hear comments on the Proposed 2021-22 FY Budget

Public Comment – None

Closed Public Hearing

Call to order the Regular Council Meeting at 7:05 p.m. by President Kristen Kaatz

Pledge of Allegiance led by President Kristen Kaatz

Roll call taken by Clerk Beth Grohman

Present: Klaas, Adams, Muoio, Fulton, DeCoster, Kaatz

Absent: – Jarosz

Others present: Holly Tatman, Michelle Irwin, Shelly McCoy, Mickey Bender and 17 citizens

Public Comment –

Jamie McCombs – Environmental Chairperson – Speaking on behalf of Jeanine Wypasek, applicant for Environment Committee

Rebecca Todd – Todd Road, Croswell- Comments on the bike path, poor shape and who is paying.

Liz Jackson – Lexington Arts Council – Commented on the first music in the park and thanked the office staff and DPW for their help.

APPROVAL OF AGENDA – Motion by Klaas, seconded by Fulton, to approve the agenda as amended, Addition of J1, Short Term Rental Resolution, A1 Bill Sarkella , County Commissioner, Presentation and C1 Council Stipend to Parks and Recreation.

All ayes

Motion carried

BUSINESS

ADMINISTRATION

A1. BILL SARKELLA, COUNTY COMMISSIONER - Resolution regarding mental health passed by the commission, movement to make private and want to make public so it was opposed by resolution. Introduced self funded health plan at the county level, should save significant dollars. Staffing level changes, prosecutors office, hired veterans driver to get veterans to appointments, reclassification of parks position. Hired an IT specialist. Village ARP funds, cities and townships received funding, villages did not, funds are there, state is waiting for direction from the national level to see what dollar amount villages will receive.

A. MINUTES – Motion by Adams, seconded by Fulton, to approve the minutes of the Regular Council Meeting of May 24, 2021 as presented.

All ayes

Motion carried

B. BUDGET AMENDMENTS – Motion by Muoio, seconded by Klaas, to approve the budget amendments as presented.

Discussion

Roll Call

Ayes- Muoio, Klaas, Adams, Fulton, DeCoster, Kaatz

Nays- None

Motion carried

C. SEPTAGE DUMPING FEES TRANSFER - Motion by DeCoster, seconded by Fulton, to approve the amended septage dumping fees transfer from \$50,000 to \$60,000 to the capital equipment fund 402-000-699-590 (\$50,000 to DPW and \$10,000 to the fire department).

Discussion

Roll Call

Ayes- DeCoster, Fulton, Klaas, Adams, Muoio, Kaatz

Nays- None

Motion carried

C1. COUNCIL DONATION OF STIPEND TO PARKS AND REC – Motion by Kaatz, seconded by Muoio, to donate Council Stipends to Parks and Rec Capital Outlay Fund. ✱

Discussion

Roll Call

Ayes- Kaatz, Muoio, Klaas, Adams, Fulton,

Nays – DeCoster

Motion carried

D. 2021-2022 BUDGET – Motion by Fulton, seconded by DeCoster, to approve the 2021-22 Budget as presented.

Discussion

Roll Call

Ayes- Fulton, DeCoster, Klaas, Adams, Muoio, Kaatz

Nays- None

Motion carried

E. WEBSITE BIDS – Motion by Kaatz, seconded by Fulton, to accept the bid from EGO for \$18,000 with the understanding the DDA will be approached about payment of the \$18,000 to get the website up and running.

Discussion

Roll Call

Ayes- Kaatz, Fulton, Adams, Muoio

Nays- Klaas, DeCoster

Motion carried

F. ENVIRONMENTAL COMMITTEE RESIGNATIONS – Motion by DeCoster, seconded by Fulton, to accept the resignations for Betty Pasut and Cindy Stewart from the Environmental Committee.

All ayes

Motion carried

G. ENVIRONMENTAL COMMITTEE APPOINTMENT – Motion by Muoio, seconded by Fulton to accept the appointment of Jeannine Wypaseck to the Environmental Committee.

All ayes

Motion carried

H. CLERK LETTER OF AGREEMENT – Motion by Kaatz, seconded by Adams, to accept the Clerk Letter of Agreement as presented.

Discussion

Roll Call

Ayes- Kaatz, Adams, Klaas, Muoio, Fulton, DeCoster

Nays- None

Motion carried

I. SECRETARY/ACCOUNTS RECEIVABLE CLERK/RECEPTIONIST JOB DUTIES – Motion by Fulton, seconded by Muoio, to approve the amendments to the job duties of the Secretary/Accounts Receivable Clerk/Receptionist as presented.

Discussion

Roll Call

Ayes- Fulton, Muoio, Klaas, Adams, DeCoster, Kaatz

Nays- None

Motion carried

J. PART TIME OFFICE ASSISTANT/PART TIME MOBILE HOME PARK ADMINISTRATIVE JOB DUTIES – Motion by Kaatz, seconded by Muoio, to approve the job duties of a Part Time Office Assistant and a Part Time MHP Administrative Assistant as presented.

Discussion

Roll Call

Ayes- Kaatz, Muoio, Klaas, Adams, Fulton, DeCoster

Nays- None

Motion carried

J1. SHORT TERM RESOLUTION 2021-07 Opposition to HB 4722 and SB446 – Motion by Fulton, seconded by DeCoster, to approve Resolution 2021-07 Opposition to House Bill 4722 and Senate Bill 446 as presented

Discussion

Roll Call

Ayes- Fulton, DeCoster, Klaas, Adams, Muoio, Kaatz

Nays- None

Motion carried

CEMETERY

K. CHAPEL ROOF REPLACEMENT –Richard Stapleton, Cemetery Board Chairman, gave a presentation to Council on the removal of the asbestos shingles and replacement of a new roof.

Cemetery Board request for up to \$25,000 for the removal and replacement of the roof.

Motion by DeCoster, seconded by Adams, to accept the bids from Central Industrial Asbestos and Woodruff Roofing and Siding at a cost not to exceed \$25,000.

Discussion

Kaatz- Utilities Supervisor Chris Heiden to oversee the project

Roll Call

Ayes- DeCoster, Adams, Klaas, Muoio, Fulton, Kaatz

Nays –None

Motion carried

MOBILE HOME PARK

L. MHP LOT DEPOSIT REFUNDS – Motion by Muoio, seconded by Klaas, to approve the MHP Lot Deposit Refunds, \$324 to Jeff Ludy, Lot 171, \$342 to Joseph Marino, Lot 132 and \$320 to Robin Lake, Lot 201.

Roll Call

Ayes- Muoio, Klaas, Adams, Fulton, DeCoster, Kaatz

Nays – None

Motion carried

M. CEMENT PIERS INSTALLATION – Irwin reported a new home is coming in and the owners are requesting cement piers rather than a new slab, stating insulating skirting is not required piers. Village policy specifies cement pads. Last pour of a new pad, it was \$18,000 and costs for cement pad has gone up. Piers cost approximately \$200 per pier and the new home will require 16 piers, this would be a cost savings for the Village. Adams reported, HUDS documents state that insulated skirting is required for piers and not for slabs. Tabled until next month for clarification or sooner if information is clarified. Irwin stated that if clarification is received regarding the insulation of the skirting, than they will move forward with the slab.

N. DECORATIVE GRASS REMOVAL NORTH SIDE ENTRANCE – DeCoster discussed the concerns of the decorative grasses blocks the view of the north side and requested that grass either be removed or trimmed. Kaatz asked that the MHP Advisory board address this. Irwin reported the board did discuss this issue and was asked to send to council for recommendation.

O. RULES AND REGULATIONS AMENDMENTS – Motion by DeCoster, seconded by Klaas, to approve the amendments to the Rules and Regulations as presented.

Roll Call

Ayes- DeCoster, Klaas, Adams, Muoio, Fulton, Kaatz

Nays- None

Motion carried

WATER/SEWER/DPW

P. BOYNTON INVERTED SIPHON REPLACEMENT – Motion by Muoio, seconded by Klaas, to accept the bid from Boddy Construction for \$34, 805.00

Discussion

Roll Call

Ayes- Muoio, Klaas, Adams, Fulton, DeCoster, Kaatz

Nays – None

Motion carried

Q. WTP HVAC SYSTEM REPLACEMENT – Motion by Muoio, seconded by Adams, to accept the bid from Allan Heating and Cooling in the amount of \$25,960.00.

Discussion

Ayes- Muoio, Adams, Klaas, Fulton, DeCoster, Kaatz

Nays- None

Motion carried

R. ASPHALT REPLACEMENT AND REPAIRS – Motion by Fulton, seconded by Adams, to accept the bid from Aztec Asphalt in the amount of \$36,200.00.

Discussion

Ayes- Fulton, Adams, Klaas, Muoio, DeCoster, Kaatz

Nays- None

Motion carried

FINANCIAL REPORTS – Motion by Fulton, seconded by Adams, to approve the check register in the amount of \$99,628.97 check numbers 36221 through 36303 and financial reports as presented.

Roll Call

Ayes- Fulton, Adams, Klaas, Muoio, DeCoster, Kaatz

Nays- None

Motion carried

REPORTS –

Correspondence-

PUBLIC COMMENT

Jackie Huepenbecker- 7108 BR Noble – Commented on the Council members stipends and donation of stipends. Thank you to Council for the approval of resolution regarding the Short Term Rentals, also commented she has been contacting representatives and no response. Also commented on the how nice the cemetery looks.

COUNCIL PERSON COMMENTS

Adams- Questions to Richard Stapleton about asbestos shingles

Klaas – Commented on the pictures of the golf carts parked on streets

DeCoster- Would like to see more of our trustees out and about in the Village. Also commented on the storm drains and should be cleaned out every day.

Muoio- Would like to see Environmental Committee and Parks and Rec work together and get some more trees at Lester Street Park.

Kaatz- Thanks to staff and Bill Sarkella

ADJOURNMENT

Motion by Fulton, seconded by Klaas, to adjourn the meeting at 9:04 p.m.

All ayes

Motion carried

Respectfully Submitted

Beth Grohman, Village Clerk

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 101 GENERAL FUND

2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
Calculations as of 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	2021-22 ACTIVITY THRU 06/30/22	2022-23 RECOMMENDED BUDGET
ESTIMATED REVENUES					
Dept 000					
101-000-401.100	REAL PROPERTY TAXES -	335,600	340,053	340,074	338,950
101-000-441.000	STATE STABILIZATION	5,082	4,389	4,389	5,080
101-000-450.000	CABLE TV	5,800	9,159	9,159	9,291
101-000-451.100	ZONING REVENUE	4,000	5,772	5,936	6,000
101-000-451.200	LIQUOR LICENSES	3,670	3,923	3,923	4,000
101-000-528.200	GRANT PPE COVID FEMA 4494 DR MI		857	857	
101-000-528.300	ARPA CORONAVIRIUS LOCAL FISCAL RE			(1)	
101-000-575.100	SALES TAX ST REV SHAR	95,000	109,000	81,802	97,276
101-000-600.455	SEA WIRELESS	9,100	9,100	9,049	9,100
101-000-643.000	ZONING VIOLATIONS			50	
101-000-665.000	INTEREST EARNED			85	
101-000-671.500	MISC ACCT OF REVENUE		2,473	2,473	
101-000-671.520	STATE OF MI-METRO ACT REVENUE	4,600	4,536	4,536	4,600
101-000-697.100	LEASE PROCEEDS			1	
101-000-699.590	TRANSFER IN FROM SEWER FUND	6,000	15,000	15,000	15,000
101-000-699.591	TRANSFER IN FROM WATER FUND	15,000	15,000	15,000	15,000
101-000-699.595	TRANSFER FRM LEX MOBILE HOME	181,998	220,942	220,942	250,777
101-000-699.945	ADMINISTRATIVE REIMBURSEMENT	172,172	175,354	175,354	173,389
Totals for dept 000 -		838,022	915,558	888,629	928,463
Dept 215 - ADMINISTRATIVE STAFF					
101-215-628.000	SERVICE CHARGE WATER/GENERAL	40	40	35	40
101-215-628.200	ADMIN FEE		200	175	
101-215-662.000	PENALTIES-LATE FEES			(455)	
101-215-671.500	MISC ACCT OF REVENUE			150	
Totals for dept 215 - ADMINISTRATIVE STAFF		40	240	(95)	40
Dept 260 - COMMUNITY CENTER					
101-260-600.260	COMMUNITY CENTER RENT REVENUE			40	
Totals for dept 260 - COMMUNITY CENTER				40	
Dept 301 - POLICE DEPT					
101-301-642.100	COURT FINES AND FEES	3,000	2,912	2,912	3,000
101-301-642.300	POLICE OFFENDER FEES			20	
101-301-642.400	PARKING TICKET REVENUE	300	300	334	300
101-301-642.425	GOLF CART PLATES	1,800	6,384	6,634	6,000
101-301-642.500	Michigan Justice Training Fun	500	277	528	300
101-301-642.600	POLICE REPORT	400	586	661	400
101-301-671.500	MISC ACCT OF REVENUE			21	
101-301-675.000	DONATIONS	300			
101-301-675.301	POLICE DONATIONS FOR EQUIPMEN			125	
Totals for dept 301 - POLICE DEPT		6,300	10,459	11,235	10,000
Dept 336 - FIRE DEPT					
101-336-600.450	FIRE & RESCUE REVENUE	60,000	69,400	71,874	70,000
101-336-600.550	STANDBY FEES	17,000	17,000	17,000	17,000
101-336-662.000	PENALTIES-LATE FEES	250	250	342	400
101-336-671.500	MISC ACCT OF REVENUE		1,233	2,233	
101-336-675.000	DONATIONS	1,000			
101-336-675.200	POOL FILLING		200	400	
Totals for dept 336 - FIRE DEPT		78,250	88,083	91,849	87,400
Dept 441 - DPW DEPT					
101-441-671.500	MISC ACCT OF REVENUE	15,000	25,178	25,178	
101-441-676.000	EQUIPMENT REIMBURSEMENT	95,325	60,526	52,603	60,500
Totals for dept 441 - DPW DEPT		110,325	85,704	77,781	60,500
Dept 528 - **SANITATION - RUBBISH COLLECT					
101-528-626.100	RUBBISH COLLECTION REV	117,500	117,500	120,677	128,800
101-528-662.000	PENALTIES-LATE FEES			110	
Totals for dept 528 - **SANITATION - RUBBISH COLLEC		117,500	117,500	120,787	128,800
Dept 722 - COMMUNITY & ECONOMIC DLMENT					

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 101 GENERAL FUND

2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
ESTIMATED REVENUES					
Dept 722 - COMMUNITY & ECONOMIC DLMENT					
101-722-523.000	MEDC GRANT		12,000	12,000	
101-722-670.000	SHORT TERM RENTAL	700	925	1,125	
101-722-671.500	MISC ACCT OF REVENUE		918	918	
Totals for dept 722 - COMMUNITY & ECONOMIC DLMENT		700	13,843	14,043	
Dept 774 - RECREATION/PARKS					
101-774-502.000	DTE GRANT	1,000			
101-774-671.100	VENDOR PERMIT	1,500	300	395	
101-774-671.500	MISC ACCT OF REVENUE	5,000	5,410	5,410	
101-774-675.000	DONATIONS	500	854	854	
101-774-675.425	DONATION PARK EQUIPMENT		2,764	2,764	
101-774-675.527	FISH CLEANING STATION			100	
Totals for dept 774 - RECREATION/PARKS		8,000	9,328	9,523	
TOTAL ESTIMATED REVENUES		1,159,137	1,240,715	1,213,792	1,215,203

BUDGET REPORT FOR VILLAGE OF LEXINGTON
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APPROPRIATIONS					
Dept 000					
101-000-999.248	TRANSFER OUT TO DDA		3,178	3,178	
Totals for dept 000 -			3,178	3,178	
Dept 101 - TRUSTEES EXPENSES					
101-101-704.550	WORKERS COMP INSURANCE	89	92	92	100
101-101-740.000	SUPPLIES	500	500	401	400
101-101-802.500	EDUCATION AND TRAINING	300	300	105	300
101-101-805.000	ADVERT/PUBLICATIONS	250	250	44	250
101-101-810.000	MEMBERSHIP/DUES	954	954	881	1,000
101-101-821.000	STIPEND		4,800	2,205	5,000
101-101-910.000	LIABILITY INSURANCE	500	660	660	2,121
Totals for dept 101 - TRUSTEES EXPENSES		2,593	7,556	4,388	9,171
Dept 172 - VIL MANAGER					
101-172-701.000	WAGES	74,160	47,446	46,246	62,400
101-172-701.200	ASSISTANT TO VILLAGE MANAGER		8,300	8,294	
101-172-704.100	MATCH - SOCIAL SECURITY	5,670	4,265	4,172	4,800
101-172-704.300	LIFE INSURANCE	600	300	147	600
101-172-704.401	AXA EQUITABLE MATCH	6,675	3,825	3,105	5,620
101-172-704.500	MICH EMP SEC COM	340	383	382	400
101-172-704.550	WORKERS COMP INSURANCE	1,015	1,023	1,023	1,050
101-172-728.000	COMPUTER-HARDWARE-SOFTWARE		161	160	
101-172-740.000	SUPPLIES	500	950	945	600
101-172-800.000	BUILDING MAINTENANCE	100	170		200
101-172-801.000	ELECTRIC-DETROIT EDISON	225	225	212	250
101-172-802.000	HEAT-SEMCO ENERGY	130	170	160	200
101-172-803.000	PHONE	1,300	950	820	1,300
101-172-805.000	ADVERT/PUBLICATIONS		59	59	
101-172-810.000	MEMBERSHIP/DUES	150	150		150
101-172-820.000	CONTRACTED SERVICES	700	28,300	21,200	12,000
101-172-821.200	HOUSEKEEPING	650	650	587	650
101-172-824.500	EQUIPMENT	400	400	369	400
101-172-910.000	LIABILITY INSURANCE	500	500	510	600
101-172-973.100	WATER-UTILITIES	50	50	48	60
101-172-973.200	SEWER-UTILITIES	50	50	44	60
Totals for dept 172 - VIL MANAGER		93,215	98,327	88,483	91,340
Dept 215 - ADMINISTRATIVE STAFF					
101-215-702.000	CLERICAL	20,000	12,500	12,396	14,000
101-215-703.000	ACCOUNTANT	56,000	60,500	58,984	63,400
101-215-703.350	OVERTIME-ADMIN		676	676	1,000
101-215-704.100	MATCH - SOCIAL SECURITY	4,664	6,004	5,523	5,900
101-215-704.200	BLUE CROSS	11,500	14,020	12,546	14,500
101-215-704.250	RETIRES HEALTH INSURANCE	2,000	2,000	1,973	2,000
101-215-704.300	LIFE INSURANCE	550	550	509	600
101-215-704.400	PENSION	28,000	34,207	33,445	38,688
101-215-704.401	AXA EQUITABLE MATCH	900	300	271	300
101-215-704.500	MICH EMP SEC COM	350	600	593	550
101-215-704.550	WORKERS COMP INSURANCE	1,015	1,015	1,023	1,050
101-215-727.000	POSTAGE	800	1,125	1,125	1,200
101-215-728.000	COMPUTER-HARDWARE-SOFTWARE	1,000	3,340	3,340	3,350
101-215-740.000	SUPPLIES	3,600	3,600	2,789	3,000
101-215-800.000	BUILDING MAINTENANCE	100	100		200
101-215-801.000	ELECTRIC-DETROIT EDISON	450	450	424	450
101-215-802.000	HEAT-SEMCO ENERGY	350	350	321	350
101-215-803.000	PHONE	1,800	2,350	2,160	2,350
101-215-810.000	MEMBERSHIP/DUES		175	175	200
101-215-815.000	AUDIT	20,000	17,300	17,300	17,500
101-215-820.000	CONTRACTED SERVICES	12,000	13,900	13,900	14,000
101-215-820.100	SOFTWARE SUPPORT	3,000	3,000		3,000
101-215-821.200	HOUSEKEEPING	1,600	1,300	1,218	1,800

BUDGET REPORT FOR VILLAGE OF LEXINGTON
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2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
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GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	2021-22 ACTIVITY THRU 06/30/22	2022-23 RECOMMENDED BUDGET
APPROPRIATIONS					
Dept 215 - ADMINISTRATIVE STAFF					
101-215-821.300	BUILDING SECURITY	250	250	279	300
101-215-824.000	MAINTENANCE	200	200		200
101-215-824.500	EQUIPMENT	2,000	2,000	1,842	2,000
101-215-910.000	LIABILITY INSURANCE	460	542	542	600
101-215-973.100	WATER-UTILITIES	100	100	96	150
101-215-973.200	SEWER-UTILITIES	100	100	87	150
Totals for dept 215 - ADMINISTRATIVE STAFF		172,789	182,554	173,537	192,788
Dept 216 - CLERK					
101-216-701.500	CLERK WAGE	30,000	46,700	41,519	51,400
101-216-701.650	OVERTIME WAGES				300
101-216-704.100	MATCH - SOCIAL SECURITY	2,300	3,484	3,179	4,000
101-216-704.200	BLUE CROSS	7,750	7,750	6,996	11,890
101-216-704.300	LIFE INSURANCE	200	200	193	225
101-216-704.400	PENSION	1,500	5,658	5,657	
101-216-704.401	AXA EQUITABLE MATCH	2,100	2,400	2,343	4,500
101-216-704.500	MICH EMP SEC COM	420	420	269	300
101-216-704.550	WORKERS COMP INSURANCE	1,015	1,015	1,023	1,025
101-216-727.000	POSTAGE	700	550	550	600
101-216-728.000	COMPUTER-HARDWARE-SOFTWARE	1,000	321	321	1,000
101-216-740.000	SUPPLIES	3,500	3,500	2,927	3,000
101-216-800.000	BUILDING MAINTENANCE	100	100		200
101-216-801.000	ELECTRIC-DETROIT EDISON	300	300	212	300
101-216-802.000	HEAT-SEMCO ENERGY	150	200	160	275
101-216-802.500	EDUCATION AND TRAINING	2,500	2,500	740	2,500
101-216-803.000	PHONE	900	900	720	1,000
101-216-805.000	ADVERT/PUBLICATIONS	500	1,500	1,452	1,500
101-216-810.000	MEMBERSHIP/DUES	200	200	130	300
101-216-812.000	MILEAGE	150	250	73	150
101-216-821.200	HOUSEKEEPING	1,500	1,300	1,218	1,600
101-216-821.300	BUILDING SECURITY	250	300	279	300
101-216-824.500	EQUIPMENT	1,020	1,020	1,067	1,100
101-216-910.000	LIABILITY INSURANCE	500	500	500	600
101-216-973.100	WATER-UTILITIES	75	75	48	100
101-216-973.200	SEWER-UTILITIES	75	75	44	100
Totals for dept 216 - CLERK		58,705	81,218	71,620	88,265
Dept 266 - ATTORNEY					
101-266-811.000	LEGAL	7,000	7,000	3,339	7,000
Totals for dept 266 - ATTORNEY		7,000	7,000	3,339	7,000
Dept 301 - POLICE DEPT					
101-301-701.600	POLICE WAGE	41,200	41,000	40,583	52,000
101-301-701.610	POLICE WAGES-SHIFT PREMIUM	45,500	45,500	44,455	52,520
101-301-701.611	MIDNIGHT SHIFT PREMIUM	32,500	23,700	24,828	53,581
101-301-701.650	OVERTIME WAGES	5,000	20,700	21,413	6,000
101-301-701.675	AUXILLARY WAGES	25,000	6,000	5,669	6,000
101-301-702.200	POLICE CHIEF	46,800	59,500	58,030	55,000
101-301-704.100	MATCH - SOCIAL SECURITY	14,650	14,920	14,933	14,650
101-301-704.200	BLUE CROSS	46,419	21,714	19,236	29,736
101-301-704.250	RETIREEES HEALTH INSURANCE	23,112	23,112	22,932	23,112
101-301-704.300	LIFE INSURANCE	1,200	700	679	800
101-301-704.401	AXA EQUITABLE MATCH	7,000	7,700	7,420	10,000
101-301-704.500	MICH EMP SEC COM	1,500	2,000	2,001	2,000
101-301-704.550	WORKERS COMP INSURANCE	8,300	7,252	7,251	8,300
101-301-727.000	POSTAGE	200	233	232	300
101-301-728.000	COMPUTER-HARDWARE-SOFTWARE	710	910	904	500
101-301-730.000	GAS	5,000	6,600	5,901	8,000
101-301-740.000	SUPPLIES	3,000	3,000	2,459	3,500
101-301-800.000	BUILDING MAINTENANCE	100	100		
101-301-801.000	ELECTRIC-DETROIT EDISON	500	500	495	600

BUDGET REPORT FOR VILLAGE OF LEXINGTON
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GL NUMBER	DESCRIPTION	2021-22	2021-22	2021-22	2022-23
		ORIGINAL BUDGET	AMENDED BUDGET	ACTIVITY THRU 06/30/22	RECOMMENDED BUDGET
APPROPRIATIONS					
Dept 301 - POLICE DEPT					
101-301-802.000	HEAT-SEMCO ENERGY	400	400	374	450
101-301-802.500	EDUCATION AND TRAINING	500	500	161	500
101-301-803.000	PHONE	2,200	2,400	2,199	2,200
101-301-805.000	ADVERT/PUBLICATIONS		100	100	100
101-301-810.000	MEMBERSHIP/DUES	100	100		100
101-301-820.000	CONTRACTED SERVICES	420	420	420	400
101-301-821.200	HOUSEKEEPING	800	800	587	1,000
101-301-822.100	UNIFORMS - REGULARS	3,000	900	821	1,500
101-301-824.000	MAINTENANCE	1,000	1,500	1,226	2,000
101-301-824.500	EQUIPMENT	600	2,000	1,936	2,000
101-301-910.000	LIABILITY INSURANCE	15,000	16,827	16,827	20,020
101-301-971.000	CAPITAL OUTLAY	7,000			
101-301-973.100	WATER-UTILITIES	110	110	112	120
101-301-973.200	SEWER-UTILITIES	110	110	102	120
Totals for dept 301 - POLICE DEPT		338,931	311,308	304,286	357,109
Dept 336 - FIRE DEPT					
101-336-701.000	WAGES	60,000	67,600	67,600	65,000
101-336-704.100	MATCH - SOCIAL SECURITY	5,000	5,172	5,171	5,000
101-336-704.550	WORKERS COMP INSURANCE	6,304	6,574	6,574	4,550
101-336-704.600	MEDICAL EXPENSES		109	109	125
101-336-727.000	POSTAGE	600	550	550	600
101-336-728.000	COMPUTER-HARDWARE-SOFTWARE		161	658	200
101-336-730.000	GAS	1,500	3,000	2,010	4,500
101-336-740.000	SUPPLIES	4,000	2,200	1,788	3,000
101-336-740.550	FIRE MEDICAL SUPPLIES	4,500	2,100	2,193	3,000
101-336-800.000	BUILDING MAINTENANCE	600	5,472	5,382	200
101-336-801.000	ELECTRIC-DETROIT EDISON	4,500	4,500	4,314	4,500
101-336-802.000	HEAT-SEMCO ENERGY	3,000	3,800	3,262	3,500
101-336-803.000	PHONE	1,500	1,500	1,488	1,500
101-336-808.000	SCHOOL/TRAINING	2,000	1,012	1,012	1,050
101-336-810.000	MEMBERSHIP/DUES	100	575	575	600
101-336-812.000	MILEAGE	1,100	5,500	5,439	500
101-336-820.000	CONTRACTED SERVICES	2,600	1,910	1,910	1,900
101-336-821.200	HOUSEKEEPING	3,188	2,346	2,346	3,000
101-336-824.000	MAINTENANCE	7,000	3,300	2,743	3,500
101-336-824.500	EQUIPMENT	6,000	5,000	4,598	4,600
101-336-824.501	TURN OUT GEAR	8,000	9,000		9,000
101-336-910.000	LIABILITY INSURANCE	7,000	1,300	1,279	4,000
101-336-973.100	WATER-UTILITIES	900	900	973	1,000
101-336-973.200	SEWER-UTILITIES	880	880	889	880
Totals for dept 336 - FIRE DEPT		130,272	134,461	122,863	125,705
Dept 441 - DPW DEPT					
101-441-701.000	WAGES	36,050	59,050	56,828	31,000
101-441-701.650	OVERTIME WAGES		1,400	1,333	1,400
101-441-704.100	MATCH - SOCIAL SECURITY	2,758	4,558	4,460	2,900
101-441-704.200	BLUE CROSS	9,088	11,167	10,770	5,100
101-441-704.250	RETIRES HEALTH INSURANCE	4,000	4,000	3,903	4,000
101-441-704.300	LIFE INSURANCE	400	400	340	260
101-441-704.400	PENSION	6,500	10,640	9,252	5,320
101-441-704.401	AXA EQUITABLE MATCH	2,000	2,700	2,443	3,000
101-441-704.500	MICH EMP SEC COM	400	600	515	500
101-441-704.550	WORKERS COMP INSURANCE	4,045	4,206	4,205	3,000
101-441-730.000	GAS	4,000	12,000	10,299	14,000
101-441-740.000	SUPPLIES	6,000	7,000	6,436	7,000
101-441-801.000	ELECTRIC-DETROIT EDISON	1,400	1,400	1,377	1,400
101-441-802.000	HEAT-SEMCO ENERGY	2,100	3,700	3,603	4,000
101-441-803.000	PHONE	1,600	1,800	1,696	1,700
101-441-820.000	CONTRACTED SERVICES	500	500	256	300

BUDGET REPORT FOR VILLAGE OF LEXINGTON

Fund: 101 GENERAL FUND

2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
 Calculations as of 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	2021-22 ACTIVITY THRU 06/30/22	2022-23 RECOMMENDED BUDGET
APPROPRIATIONS					
Dent 441 - DPW DEPT					
101-441-822.100	UNIFORMS - REGULARS	400	300	329	500
101-441-824.000	MAINTENANCE (BUILDING)	1,500	200		1,500
101-441-824.100	VEHICLE MAINTENANCE	4,000	5,300	5,114	5,000
101-441-824.500	EQUIPMENT	200	200		300
101-441-910.000	LIABILITY INSURANCE	6,500	4,788	4,788	6,000
Totals for dept 441 - DPW DEPT		93,441	135,909	127,947	98,180
Dent 528 - **SANITATION - RUBBISH COLLECT					
101-528-770.000	RUBBISH EXPENDITURES	120,550	123,731	123,731	125,000
Totals for dept 528 - **SANITATION - RUBBISH COLLEC		120,550	123,731	123,731	125,000
Dent 601 - HEALTH & WELFARE					
101-601-801.550	ENVIRONMENT	8,000	7,500	6,026	2,000
101-601-820.000	CONTRACTED SERVICES	1,000	500	245	800
101-601-851.000	AMBULANCE FEES	33,000	33,000	32,837	36,121
Totals for dept 601 - HEALTH & WELFARE		42,000	41,000	39,108	38,921
Dent 722 - COMMUNITY & ECONOMIC DLMENT					
101-722-701.000	WAGES	4,300	3,132	3,131	8,000
101-722-704.100	MATCH - SOCIAL SECURITY	330	240	240	1,150
101-722-704.500	MICH EMP SEC COM	320	103	102	350
101-722-728.000	COMPUTER-HARDWARE-SOFTWARE	300			
101-722-740.000	SUPPLIES	200	95	94	150
101-722-803.000	PHONE	300			
101-722-805.000	ADVERT/PUBLICATIONS	200	2,532	2,531	500
101-722-808.000	SCHOOL/TRAINING	900	700	645	1,000
101-722-810.000	MEMBERSHIP/DUES	800	700	675	675
101-722-811.000	LEGAL	2,500	1,000	994	1,500
101-722-820.000	CONTRACTED SERVICES		12,000	12,000	1,000
101-722-969.000	MISCELLANEOUS		900	900	
Totals for dept 722 - COMMUNITY & ECONOMIC DLMENT		10,150	21,402	21,312	14,325
Dent 774 - RECREATION/PARKS					
101-774-702.000	CLERICAL		300	241	
101-774-703.600	DPW WAGES	24,000	30,000	30,104	24,000
101-774-703.650	DPW-WATER WAGES OVERTIME		1,204	1,204	
101-774-704.100	MATCH - SOCIAL SECURITY	1,850	2,387	2,414	2,000
101-774-704.200	BLUE CROSS	5,938	7,842	7,539	8,000
101-774-704.300	LIFE INSURANCE	200	200	220	300
101-774-704.400	PENSION	6,200	6,200	5,982	6,200
101-774-704.401	AXA EQUITABLE MATCH	800	1,900	1,315	1,000
101-774-704.500	MICH EMP SEC COM	200	200	164	200
101-774-704.550	WORKERS COMP INSURANCE	923	923	923	1,000
101-774-740.000	SUPPLIES	7,000	7,000	8,532	20,000
101-774-801.000	ELECTRIC-DETROIT EDISON	1,300	1,300	1,051	1,300
101-774-820.000	CONTRACTED SERVICES	1,000	100		13,600
101-774-824.000	MAINTENANCE				10,000
101-774-910.000	LIABILITY INSURANCE	500	880	899	1,006
101-774-971.000	CAPITAL OUTLAY	14,440	8,988	8,988	5,000
Totals for dept 774 - RECREATION/PARKS		64,351	69,424	69,576	93,606
Dent 852 - OTHER FUNCTIONS					
101-852-704.250	RETIRES HEALTH INSURANCE	12,000	10,660	10,660	10,660
Totals for dept 852 - OTHER FUNCTIONS		12,000	10,660	10,660	10,660
TOTAL APPROPRIATIONS		1,145,997	1,227,728	1,164,028	1,252,070
NET OF REVENUES/APPROPRIATIONS - FUND 101		13,140	12,987	49,764	(36,867)
BEGINNING FUND BALANCE		420,867	420,867	420,867	470,631
ENDING FUND BALANCE		434,007	433,854	470,631	433,764

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 202 MAJOR STREET FUND
 2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
 Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
<u>ESTIMATED REVENUES</u>					
<u>Dept 000</u>					
202-000-539.000	STATE OF MICHIGAN	69,372	69,372	68,054	69,400
202-000-699.250	TRANSFER FROM OTHER FUNDS	25,000	25,000	25,000	25,000
202-000-699.595	TRANSFER FRM LEX MOBILE HOME	4,683	6,623	6,623	7,194
Totals for dept 000 -		99,055	100,995	99,677	101,594
TOTAL ESTIMATED REVENUES		99,055	100,995	99,677	101,594

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 202 MAJOR STREET FUND
2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
 Calculations as of 06/30/2022

GL NUMBER	DESCRIPTION	2021-22	2021-22	2021-22	2022-23
		ORIGINAL BUDGET	AMENDED BUDGET	ACTIVITY THRU 06/30/22	RECOMMENDED BUDGET
APPROPRIATIONS					
Dent 202 - ***MAJOR STREET EXP***					
202-202-699.940	ADMINISTRATIVE REIMBURSEMENT	2,449	2,751	2,751	2,955
202-202-703.600	DPW WAGES	4,500	4,800	4,959	6,000
202-202-703.625	DPW-WATER WINTER WAGES	3,200	3,600	3,610	3,300
202-202-703.630	DPW-WATER WINTER WAGES OVERTIME	400	920	913	1,200
202-202-703.650	DPW-WATER WAGES OVERTIME		200	141	200
202-202-704.100	MATCH - SOCIAL SECURITY	582	900	736	711
202-202-704.200	BLUE CROSS	4,500	4,500	2,824	4,500
202-202-704.300	LIFE INSURANCE	100	100	77	100
202-202-704.400	PENSION	1,840	1,840	2,035	1,840
202-202-704.401	AXA EQUITABLE MATCH	450	450	481	450
202-202-704.500	MICH EMP SEC COM	200	200	128	200
202-202-740.000	SUPPLIES	1,500	500	133	1,500
202-202-740.600	SUPPLY---SNOW--STREETS	3,000	1,700	1,639	3,000
202-202-740.700	DPW EQUIPMENT	13,678	15,600	13,025	15,600
202-202-820.000	CONTRACTED SERVICES		11,300	11,300	4,700
202-202-855.350	25% TRANSFER TO LOCAL ST	22,000	22,000	20,808	22,000
Totals for dept 202 - ***MAJOR STREET EXP***		58,399	71,361	65,560	68,256
TOTAL APPROPRIATIONS		58,399	71,361	65,560	68,256
NET OF REVENUES/APPROPRIATIONS - FUND 202		40,656	29,634	34,117	33,338
BEGINNING FUND BALANCE		356,585	356,585	356,585	390,702
ENDING FUND BALANCE		397,241	386,219	390,702	424,040

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 203 LOCAL STREET FUND
2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
<u>ESTIMATED REVENUES</u>					
<u>Dept 000</u>					
203-000-539.000	STATE OF MICHIGAN	32,000	32,000	32,012	32,000
203-000-583.000	25% TRANSFER FROM MAJOR STREE	22,000	22,000	20,808	22,000
203-000-699.250	TRANSFER FROM OTHER FUNDS	40,000	40,000	40,000	55,000
203-000-699.595	TRANSFER FRM LEX MOBILE HOME	13,974	21,138	21,138	22,724
Totals for dept 000 -		<u>107,974</u>	<u>115,138</u>	<u>113,958</u>	<u>131,724</u>
TOTAL ESTIMATED REVENUES		107,974	115,138	113,958	131,724

BUDGET REPORT FOR VILLAGE OF LEXINGTON

Fund: 203 LOCAL STREET FUND

2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
 Calculations as of 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	2021-22 ACTIVITY THRU 06/30/22	2022-23 RECOMMENDED BUDGET
APPROPRIATIONS					
Dept 203 - ***LOCAL STREET EXP***					
203-203-699.940	ADMINISTRATIVE REIMBURSEMENT	7,078	8,474	8,474	9,131
203-203-703.600	DPW WAGES	16,900	23,500	22,424	25,000
203-203-703.625	DPW-WATER WINTER WAGES	7,550	6,300	6,402	7,550
203-203-703.630	DPW-WATER WINTER WAGES OVERTIME	2,200	1,990	1,990	2,200
203-203-703.650	DPW-WATER WAGES OVERTIME		250	244	400
203-203-704.100	MATCH - SOCIAL SECURITY	2,040	2,400	2,376	2,040
203-203-704.200	BLUE CROSS	7,640	8,505	8,252	8,600
203-203-704.300	LIFE INSURANCE	200	200	184	200
203-203-704.400	PENSION	6,440	6,600	6,575	7,000
203-203-704.401	AXA EQUITABLE MATCH	1,600	1,600	1,315	1,600
203-203-704.500	MICH EMP SEC COM	425	425	290	425
203-203-740.000	SUPPLIES	3,000	4,000	3,166	3,000
203-203-740.600	SUPPLY---SNOW--STREETS	8,000	5,060	5,057	600
203-203-740.700	DPW EQUIPMENT	33,808	28,000	26,305	28,000
203-203-810.000	MEMBERSHIP/DUES		631	630	630
203-203-811.300	MS4	4,000	2,410	2,410	3,000
203-203-820.000	CONTRACTED SERVICES	500	43,700	43,621	14,000
203-203-971.000	CAPITAL OUTLAY	50,000			20,000
Totals for dept 203 - ***LOCAL STREET EXP***		151,381	144,045	139,715	133,376
TOTAL APPROPRIATIONS		151,381	144,045	139,715	133,376
NET OF REVENUES/APPROPRIATIONS - FUND 203		(43,407)	(28,907)	(25,757)	(1,652)
BEGINNING FUND BALANCE		200,425	200,425	200,425	174,668
ENDING FUND BALANCE		157,018	171,518	174,668	173,016

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 204 MUNICIPAL STREETS
2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
<u>ESTIMATED REVENUES</u>					
<u>Dept 000</u>					
204-000-401.100	REAL PROPERTY TAXES -	134,051	134,051	136,017	136,000
204-000-676.000	EQUIPMENT REIMBURSEMENT BACKHOE	15,000	15,000	12,586	12,000
	Totals for dept 000 -	149,051	149,051	148,603	148,000
	TOTAL ESTIMATED REVENUES	149,051	149,051	148,603	148,000

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 204 MUNICIPAL STREETS
2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
 Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
APPROPRIATIONS					
Dept 204 - ***** MUNICIPAL STREETS *****					
204-204-820.000	CONTRACTED SERVICES	100,000			50,000
204-204-971.000	CAPITAL OUTLAY	65,000	65,000	65,000	80,000
204-204-999.000	TRANS TO OTHER FUNDS				
Totals for dept 204 - ***** MUNICIPAL STREETS *****		165,000	66,140	66,139	130,000
TOTAL APPROPRIATIONS		165,000	66,140	66,139	130,000
NET OF REVENUES/APPROPRIATIONS - FUND 204		(15,949)	82,911	82,464	18,000
BEGINNING FUND BALANCE		687,829	687,829	687,829	770,293
ENDING FUND BALANCE		671,880	770,740	770,293	788,293

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 205 COUNTY ROADS
2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
<u>ESTIMATED REVENUES</u>					
<u>Dept 000</u>					
205-000-402.000	COUNTY ROAD MILAGE	91,000	91,000	92,808	91,000
205-000-699.595	TRANSFER FRM LEX MOBILE HOME	8,085	9,615	9,615	9,615
Totals for dept 000 -		99,085	100,615	102,423	100,615
TOTAL ESTIMATED REVENUES		99,085	100,615	102,423	100,615

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 205 COUNTY ROADS
2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
APPROPRIATIONS					
Dept 205 - CNTY RD MIL.					
205-205-699.940	ADMINISTRATIVE REIMBURSEMENT	3,638	2,494	2,494	3,847
205-205-814.000	TRAFFIC / STREET LIGHTS	35,000	35,000	32,970	35,000
Totals for dept 205 - CNTY RD MIL.		38,638	37,494	35,464	38,847
TOTAL APPROPRIATIONS		38,638	37,494	35,464	38,847
NET OF REVENUES/APPROPRIATIONS - FUND 205		60,447	63,121	66,959	61,768
BEGINNING FUND BALANCE		379,349	379,349	379,349	446,308
ENDING FUND BALANCE		439,796	442,470	446,308	508,076

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 209 CEMETERY FUND
2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
<u>ESTIMATED REVENUES</u>					
<u>Dept 000</u>					
209-000-401.100	REAL PROPERTY TAXES -	27,000	27,171	27,180	27,500
209-000-631.000	INTERMENTS	5,000	6,460	6,980	7,000
209-000-631.100	CREMATION	4,000	275	275	
209-000-644.100	LOTS/PLOTS	20,000	13,985	13,985	10,000
209-000-665.000	INTEREST EARNED	50	10	20	
209-000-666.000	EDISON DIVIDEND	300	300	301	230
209-000-675.000	DONATIONS	3,800	2,700	2,700	800
209-000-675.001	DONATION CEMETERY WATER LINE		2,500	2,700	
209-000-675.002	FLOWER URNS		713	713	
209-000-699.595	TRANSFER FRM LEX MOBILE HOME	7,381	7,280	7,280	10,452
Totals for dept 000 -		67,531	61,394	62,134	55,982
TOTAL ESTIMATED REVENUES		67,531	61,394	62,134	55,982

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 209 CEMETERY FUND
2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
APPROPRIATIONS					
Dept 209 - ***CEMETERY EXPENSES***					
209-209-699.940	ADMINISTRATIVE REIMBURSEMENT	3,726	3,152	3,152	3,263
209-209-702.000	CLERICAL	400	400	315	400
209-209-703.600	DPW WAGES	9,000	10,700	10,406	11,000
209-209-703.650	DPW-WATER WAGES OVERTIME	200	560	555	800
209-209-704.100	MATCH - SOCIAL SECURITY	700	900	863	700
209-209-704.200	BLUE CROSS	1,700	1,700	1,591	2,000
209-209-704.300	LIFE INSURANCE	100	100	52	100
209-209-704.400	PENSION	1,200	1,400	1,491	1,500
209-209-704.401	AXA EQUITABLE MATCH	500	500	408	500
209-209-704.500	MICH EMP SEC COM	200	200	123	200
209-209-704.550	WORKERS COMP INSURANCE	454	470	469	408
209-209-728.000	COMPUTER-HARDWARE-SOFTWARE	400	400	370	400
209-209-740.000	SUPPLIES	3,000	3,300	3,125	3,000
209-209-740.700	DPW EQUIPMENT	10,500	9,000	8,004	9,500
209-209-801.000	ELECTRIC-DETROIT EDISON	300	300	243	300
209-209-802.000	HEAT-SEMCO ENERGY	1,000	1,300	1,236	1,400
209-209-820.000	CONTRACTED SERVICES	11,800	18,875	18,935	5,500
209-209-824.000	MAINTENANCE	300	16,700	9,200	9,000
209-209-910.000	LIABILITY INSURANCE	400	400	198	400
209-209-970.200	REGAN SECTION DEVELOPMENT	300	300		600
209-209-971.000	CAPITAL OUTLAY	25,000			
Totals for dept 209 - ***CEMETERY EXPENSES***		71,180	70,657	60,736	50,971
TOTAL APPROPRIATIONS		71,180	70,657	60,736	50,971
NET OF REVENUES/APPROPRIATIONS - FUND 209		(3,649)	(9,263)	1,398	5,011
BEGINNING FUND BALANCE		90,422	90,422	90,422	91,820
ENDING FUND BALANCE		86,773	81,159	91,820	96,831

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY
2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
 Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
ESTIMATED REVENUES					
Dept 000					
248-000-401.500	DDA TAXES FROM VILLAGE	75,000	75,000	85,602	85,600
248-000-401.600	DDA TAXES FROM TOWNSHIP	76,000	76,000	75,785	76,000
248-000-699.101	TRASFER IN FROM GENERAL FUND FOR		3,178	3,178	
Totals for dept 000 -		151,000	154,178	164,565	161,600
Dept 248 - ****DDA EXPENSES****					
248-248-667.500	INTERNET REVENUE	1,200	1,200	1,440	
Totals for dept 248 - ****DDA EXPENSES****		1,200	1,200	1,440	
TOTAL ESTIMATED REVENUES		152,200	155,378	166,005	161,600

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY
2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
APPROPRIATIONS					
Dent 248 - ****DDA EXPENSES****					
248-248-699.940	ADMINISTRATIVE REIMBURSEMENT	5,986	5,491	5,491	9,755
248-248-703.600	DPW WAGES				30,245
248-248-704.100	MATCH - SOCIAL SECURITY				2,150
248-248-704.300	LIFE INSURANCE				260
248-248-704.400	PENSION				5,320
248-248-704.401	AXA EQUITABLE MATCH				3,000
248-248-704.500	MICH EMP SEC COM				100
248-248-740.000	SUPPLIES	100	430	618	500
248-248-740.700	DPW EQUIPMENT				10,070
248-248-745.000	CHRISTMAS SUPPLY	12,000	10,559	10,558	12,000
248-248-802.500	EDUCATION AND TRAINING		35	140	1,000
248-248-803.000	PHONE/INTERNET EXPENSE	10,000	10,000	10,000	10,000
248-248-803.100	MUSIC	480	480	274	1,500
248-248-805.000	ADVERT/PUBLICATIONS	15,000	20,000	15,000	15,000
248-248-811.000	LEGAL	1,000	50	35	500
248-248-812.000	MILEAGE		84	84	
248-248-820.000	CONTRACTED SERVICES	1,000	9,333	9,283	10,000
248-248-821.100	DDA SERVICE PROVIDED BY VILLAGE	20,000	29,378	29,378	
248-248-840.000	LANDSCAPING MAINTENANCE	10,000	13,050	6,548	10,000
248-248-955.000	DDA GRANT	40,000	40,000	10,000	30,000
248-248-969.200	DONATION	8,000	8,000	7,000	7,500
248-248-971.000	CAPITAL OUTLAY	20,000			
Totals for dept 248 - ****DDA EXPENSES****		143,566	146,890	104,409	158,900
TOTAL APPROPRIATIONS		143,566	146,890	104,409	158,900
NET OF REVENUES/APPROPRIATIONS - FUND 248		8,634	8,488	61,596	2,700
BEGINNING FUND BALANCE		213,776	213,776	213,776	275,372
ENDING FUND BALANCE		222,410	222,264	275,372	278,072

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 402 CAPITAL EQUIPMENT FUND

2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
<u>ESTIMATED REVENUES</u>					
<u>Dept 000</u>					
402-000-699.590	TRANSFER IN FROM SEWER FUND	60,000	60,000		50,000
	Totals for dept 000 -	60,000	60,000		50,000
TOTAL ESTIMATED REVENUES		60,000	60,000		50,000

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 402 CAPITAL EQUIPMENT FUND

2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
<u>APPROPRIATIONS</u>					
<u>Dept 402 - CAPITAL EQUIPMENT</u>					
402-402-971.000	CAPITAL OUTLAY	20,000			
Totals for dept 402 - CAPITAL EQUIPMENT		20,000			
TOTAL APPROPRIATIONS		20,000			
NET OF REVENUES/APPROPRIATIONS - FUND 402		40,000	60,000		50,000
BEGINNING FUND BALANCE		11,501	11,501	11,501	11,501
ENDING FUND BALANCE		51,501	71,501	11,501	61,501

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 590 SEWER FUND
 2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
 Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
ESTIMATED REVENUES					
Dept 000					
590-000-626.000	MONTHLY FEES	165,000	175,000	177,519	185,000
590-000-626.375	GIELOW SEWER SAMPLING	15,000	15,000	12,732	15,000
590-000-626.400	SEWER SAMPLE TESTING OUTSIDE SALE	28,000	28,000	30,633	30,000
590-000-627.000	WATER/SEWER READY	200,000	200,000	217,181	215,000
590-000-653.000	TAP IN AND CAPITAL SERVICE CH		2,500	2,461	2,500
590-000-654.000	DUMPING FEE	66,000	52,000	46,490	50,000
590-000-662.000	PENALTIES-LATE FEES	400	400	479	400
590-000-665.000	INTEREST EARNED	35	35	42	
590-000-671.500	MISC ACCT OF REVENUE		524	524	524
590-000-680.000	FLOW BACK LWTUA	8,000	8,000		8,000
Totals for dept 000 -		482,435	481,459	488,061	506,424
TOTAL ESTIMATED REVENUES		482,435	481,459	488,061	506,424

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 590 SEWER FUND

2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
APPROPRIATIONS					
Dept 590 - ***SEWER EXPENSES***					
590-590-699.940	ADMINISTRATIVE REIMBURSEMENT	35,697	34,445	34,445	36,755
590-590-702.000	CLERICAL	13,725	18,000	17,686	19,000
590-590-702.100	CLERICAL WAGES TESTING SEWER	750	750	507	800
590-590-703.600	DPW WAGES	45,570	47,000	46,134	48,300
590-590-703.620	WATER/SEWER TESTING WAGES	8,500	8,900	9,000	9,200
590-590-703.640	WATER/SEWER TESTING OVERTIME WAC	260	460	357	460
590-590-703.650	DPW-WATER WAGES OVERTIME	3,000	4,000	4,095	3,500
590-590-704.100	MATCH - SOCIAL SECURITY	5,250	6,000	5,950	5,250
590-590-704.200	BLUE CROSS	25,125	25,125	19,159	25,125
590-590-704.250	RETIREES HEALTH INSURANCE	8,230	8,230	8,112	8,230
590-590-704.300	LIFE INSURANCE	600	600	635	600
590-590-704.400	PENSION	11,000	15,300	14,833	16,000
590-590-704.401	AXA EQUITABLE MATCH	4,113	4,113	3,839	4,000
590-590-704.500	MICH EMP SEC COM	400	500	435	400
590-590-704.550	WORKERS COMP INSURANCE	1,636	1,636	1,636	1,636
590-590-727.000	POSTAGE	700	900	900	900
590-590-728.000	COMPUTER-HARDWARE-SOFTWARE		706	706	700
590-590-740.000	SUPPLIES	7,500	6,000	5,816	7,500
590-590-740.100	SUPPLY OUTSIDE TESTING	9,000	9,000	8,380	9,000
590-590-740.300	WATER/SEWER METER	38,500	14,300	14,292	38,500
590-590-740.700	DPW EQUIPMENT	18,345	11,810	10,687	11,810
590-590-801.000	ELECTRIC-DETROIT EDISON	33,000	41,500	41,665	41,500
590-590-803.000	PHONE	4,200	4,200	3,244	500
590-590-805.000	ADVERT/PUBLICATIONS	200	250	250	250
590-590-808.000	SCHOOL/TRAINING	500	500	122	500
590-590-810.000	MEMBERSHIP/DUES	1,400	2,015	2,010	2,015
590-590-811.000	LEGAL	2,500	50	35	2,500
590-590-816.000	ENGINEERING FEES	50,000	152,300	131,308	100,000
590-590-820.000	CONTRACTED SERVICES	37,500	37,500	36,012	37,500
590-590-824.000	MAINTENANCE	5,000	100		5,000
590-590-824.500	EQUIPMENT	9,000	16,500	248	9,000
590-590-910.000	LIABILITY INSURANCE	1,800	1,481	1,481	1,800
590-590-950.000	PRINCIPAL BOND PAYMENT	19,610	20,350	20,350	19,610
590-590-950.100	BOND INTEREST EXPENSE	7,578	6,800	6,801	7,578
590-590-971.000	CAPITAL OUTLAY	17,500	28,300	27,623	340,000
590-590-999.000	TRANS TO OTHER FUNDS	68,000	65,000	15,000	65,000
Totals for dept 590 - ***SEWER EXPENSES***		495,689	594,621	493,753	880,419
TOTAL APPROPRIATIONS		495,689	594,621	493,753	880,419
NET OF REVENUES/APPROPRIATIONS - FUND 590		(13,254)	(113,162)	(5,692)	(373,995)
BEGINNING FUND BALANCE		1,439,414	1,439,414	1,439,414	1,433,722
ENDING FUND BALANCE		1,426,160	1,326,252	1,433,722	1,059,727

BUDGET REPORT FOR VILLAGE OF LEXINGTON
 Fund: 591 WATER FUND-D -PROCESSING

2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
 Calculations as of 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	2021-22 ACTIVITY THRU 06/30/22	2022-23 RECOMMENDED BUDGET
ESTIMATED REVENUES					
<u>Dept 000</u>					
591-000-401.100	REAL PROPERTY TAXES -		454	454	
591-000-580.000	DEBT SERVICE REVENUE	29,287	29,287	29,287	29,287
591-000-600.500	TOWER ANTENNA LEASE THUMB CELL	22,792	22,792	25,610	19,207
591-000-600.600	TOWER LEASE-AIR ADVANTAGE	8,200	8,200	6,340	
591-000-625.596	SANILAC WATER OUTSIDE OF CONTRAC	2,000	7,200	7,283	4,650
591-000-626.000	MONTHLY FEES	212,000	247,000	249,320	260,000
591-000-626.300	MONTHLY FEES LWTUA	188,000	223,000	214,956	225,000
591-000-626.303	MONTHLY FEES SANILAC TWP	65,000	80,000	78,368	80,000
591-000-626.325	EQUIPMENT REPLACEMENT LWTUA	46,908	46,908	46,908	46,908
591-000-626.350	EQUIPMENT REPLACEMENT SANILAC	4,000	985	75	75
591-000-626.596	SANILAC WATER REVENUE CONTRACTE	37,500	37,500	33,792	37,500
591-000-627.000	WATER/SEWER READY	270,400	270,400	306,720	290,000
591-000-628.100	METER DEPOSIT REVENUE	500	500	867	500
591-000-652.000	TURN ON/OFF	9,000	9,000	9,691	9,000
591-000-653.000	TAP IN AND CAPITAL SERVICE CH	8,000	2,461	2,461	3,000
591-000-662.000	PENALTIES-LATE FEES			715	
591-000-662.500	WATER TESTING OUTSIDE SALES	17,000	20,759	19,794	20,000
591-000-665.000	INTEREST EARNED			67	
591-000-671.500	MISC ACCT OF REVENUE		2,250	2,250	
591-000-675.200	POOL FILLING			75	
591-000-675.300	WATER MACHINE REVENUE	600	900	968	1,000
Totals for dept 000 -		921,187	1,009,596	1,036,001	1,026,127
<u>Dept 596 - SANILAC WATER</u>					
591-596-671.500	MISC ACCT OF REVENUE				10,000
Totals for dept 596 - SANILAC WATER					10,000
TOTAL ESTIMATED REVENUES		921,187	1,009,596	1,036,001	1,036,127

BUDGET REPORT FOR VILLAGE OF LEXINGTON
 Fund: 591 WATER FUND-D -PROCESSING

2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
 Calculations as of 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	2021-22 ACTIVITY THRU 06/30/22	2022-23 RECOMMENDED BUDGET
APPROPRIATIONS					
Dept 591 - WATER PROCESSING					
591-591-699.940	ADMINISTRATIVE REIMBURSEMENT	72,529	65,620	65,620	79,234
591-591-702.100	CLERICAL WAGES TESTING WATER	700	1,000	1,003	1,000
591-591-702.300	WATER WAGES	139,050	164,200	162,689	170,000
591-591-702.350	WATER OVERTIME	2,000	11,000	9,883	11,000
591-591-703.225	WTP WAGES COMPUTER	3,700	20,000	21,054	6,000
591-591-703.620	WATER/SEWER TESTING WAGES	5,000	9,500	8,653	10,000
591-591-703.640	WATER/SEWER TESTING OVERTIME WAC		141	141	
591-591-704.100	MATCH - SOCIAL SECURITY	11,460	15,106	15,557	15,100
591-591-704.200	BLUE CROSS	42,632	42,632	37,336	42,632
591-591-704.250	RETIRES HEALTH INSURANCE	17,540	17,540	17,420	17,540
591-591-704.300	LIFE INSURANCE	1,300	1,300	1,184	1,300
591-591-704.400	PENSION	30,427	43,500	44,472	33,319
591-591-704.401	AXA EQUITABLE MATCH	5,500	5,500	5,197	5,500
591-591-704.500	MICH EMP SEC COM	1,200	1,500	1,553	1,300
591-591-704.550	WORKERS COMP INSURANCE	8,955	9,251	9,251	8,179
591-591-727.000	POSTAGE	500	800	800	800
591-591-728.000	COMPUTER-HARDWARE-SOFTWARE	2,000			1,000
591-591-730.000	GAS	1,000	1,500	1,329	2,000
591-591-740.000	SUPPLIES	18,000	20,000	19,551	18,000
591-591-740.100	SUPPLY OUTSIDE TESTING	9,000	9,000	9,282	9,000
591-591-740.900	SUPPLIES WTP LAB	5,000	6,000	4,506	5,000
591-591-801.000	ELECTRIC-DETROIT EDISON	34,000	34,000	28,989	36,000
591-591-802.000	HEAT-SEMCO ENERGY	5,000	8,000	7,523	8,000
591-591-802.500	EDUCATION AND TRAINING	500	960	1,050	1,000
591-591-803.000	PHONE	3,200	3,200	3,123	3,200
591-591-805.000	ADVERT/PUBLICATIONS	700	700		700
591-591-810.000	MEMBERSHIP/DUES	3,200	500	428	2,000
591-591-811.000	LEGAL	2,000	50	35	500
591-591-812.000	MILEAGE	200	200		
591-591-816.000	ENGINEERING FEES	50,000	84,464	84,464	60,000
591-591-820.000	CONTRACTED SERVICES	13,000	2,000	1,447	1,500
591-591-824.000	MAINTENANCE	15,000	15,000		15,000
591-591-824.500	EQUIPMENT	6,000	6,000	1,426	6,000
591-591-835.100	FLOW BACK CHARGES	8,200	8,200		8,500
591-591-910.000	LIABILITY INSURANCE	23,000	18,183	18,183	23,000
591-591-950.000	PRINCIPAL BOND PAYMENT	33,390	34,650	34,650	35,000
591-591-950.100	BOND INTEREST EXPENSE	12,903	11,580	11,580	13,000
591-591-959.000	DWRF BOND PRINCIPAL	70,000	75,000	75,000	75,000
591-591-959.100	DWRF BOND INTEREST	19,000	17,188	17,188	19,000
591-591-971.000	CAPITAL OUTLAY	96,500	96,500	102,343	30,000
591-591-999.000	TRANS TO OTHER FUNDS			15,000	
Totals for dept 591 - WATER PROCESSING		773,286	861,465	838,910	775,304
Dept 593 - WATER DISTRIBUTION					
591-593-702.000	CLERICAL	12,900	17,000	17,706	17,000
591-593-702.300	WATER WAGES		2,000	1,690	2,000
591-593-703.225	WTP WAGES COMPUTER	800	800	200	800
591-593-703.600	DPW WAGES	27,900	21,000	20,388	27,000
591-593-703.650	DPW-WATER WAGES OVERTIME	3,000	734	894	900
591-593-704.100	MATCH - SOCIAL SECURITY	2,134	3,121	3,125	2,134
591-593-704.200	BLUE CROSS	20,740	20,740	16,267	20,700
591-593-704.300	LIFE INSURANCE	445	445	432	450
591-593-704.400	PENSION	4,800	6,600	7,117	6,600
591-593-704.401	AXA EQUITABLE MATCH	1,245	1,245	2,159	1,500
591-593-704.500	MICH EMP SEC COM	250	400	297	300
591-593-727.000	POSTAGE	300	100	100	300
591-593-728.000	COMPUTER-HARDWARE-SOFTWARE		706	706	800
591-593-730.000	GAS	1,000	1,500	1,044	1,000
591-593-740.000	SUPPLIES	5,000	10,000	9,355	10,000

BUDGET REPORT FOR VILLAGE OF LEXINGTON

Fund: 591 WATER FUND-D -PROCESSING

2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
 Calculations as of 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	2021-22 ACTIVITY THRU 06/30/22	2022-23 RECOMMENDED BUDGET
APPROPRIATIONS					
Dept 593 - WATER DISTRIBUTION					
591-593-740.300	WATER/SEWER METER	38,500	15,000	14,313	50,000
591-593-740.700	DPW EQUIPMENT	7,446	4,205	2,527	4,205
591-593-801.000	ELECTRIC-DETROIT EDISON	1,600	1,600	1,670	1,600
591-593-802.500	EDUCATION AND TRAINING	600	750	720	700
591-593-803.000	PHONE			53	
591-593-805.000	ADVERT/PUBLICATIONS		250	250	300
591-593-810.000	MEMBERSHIP/DUES	2,200	2,540	2,523	2,600
591-593-812.000	MILEAGE	160	160		200
591-593-820.000	CONTRACTED SERVICES	6,500	1,155	1,155	500
591-593-824.000	MAINTENANCE		52,095	52,095	52,000
591-593-824.500	EQUIPMENT			11	
591-593-971.000	CAPITAL OUTLAY	55,000			85,000
Totals for dept 593 - WATER DISTRIBUTION		192,520	164,146	156,797	288,589
Dept 596 - SANILAC WATER					
591-596-702.000	CLERICAL			45	
591-596-702.300	WATER WAGES SANILAC	14,000	18,000	15,980	18,000
591-596-702.350	WATER OVERTIME SANILAC		734	734	800
591-596-704.100	MATCH - SOCIAL SECURITY	1,071	1,433	1,304	1,071
591-596-704.200	BLUE CROSS		3,000	2,540	4,000
591-596-704.300	LIFE INSURANCE			101	100
591-596-704.400	PENSION	1,205	6,300	4,488	4,500
591-596-704.401	AXA EQUITABLE MATCH	1,150	1,150	855	2,000
591-596-704.500	MICH EMP SEC COM	200	200	77	200
591-596-740.000	SUPPLIES	5,000	5,000	3,472	5,000
Totals for dept 596 - SANILAC WATER		22,626	35,817	29,596	35,671
TOTAL APPROPRIATIONS		988,432	1,061,428	1,025,303	1,099,564
NET OF REVENUES/APPROPRIATIONS - FUND 591		(67,245)	(51,832)	10,698	(63,437)
BEGINNING FUND BALANCE		3,293,271	3,293,271	3,293,271	3,303,969
ENDING FUND BALANCE		3,226,026	3,241,439	3,303,969	3,240,532

BUDGET REPORT FOR VILLAGE OF LEXINGTON
 Fund: 595 LEX MOBILE HOME PARK

2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
 Calculations as of 06/30/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	2021-22 ACTIVITY THRU 06/30/22	2022-23 RECOMMENDED BUDGET
ESTIMATED REVENUES					
<u>Dept 000</u>					
595-000-520.000	MHPK RENT REVENUE	708,500	708,500	711,461	729,000
595-000-525.000	MHPK WATER REVENUE	63,775	63,775	64,056	72,500
595-000-530.000	MHPK SEWER REVENUE	44,098	44,098	44,291	55,500
595-000-535.000	MHPK RUBBISH REVENUE	27,312	27,312	27,697	27,312
595-000-662.000	PENALTIES-LATE FEES		2,100	2,380	2,100
595-000-665.000	INTEREST EARNED		20	37	
595-000-671.500	MISC ACCT OF REVENUE	1,000	1,506	1,660	1,200
595-000-671.595	Hall Rental MHP	200	685	735	600
Totals for dept 000 -		844,885	847,996	852,317	888,212
TOTAL ESTIMATED REVENUES		844,885	847,996	852,317	888,212

BUDGET REPORT FOR VILLAGE OF LEXINGTON
Fund: 595 LEX MOBILE HOME PARK
2022 AMENDED BUDGET 2022-2023 ADOPTED BUDGET
Calculations as of 06/30/2022

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>2021-22 ORIGINAL BUDGET</u>	<u>2021-22 AMENDED BUDGET</u>	<u>2021-22 ACTIVITY THRU 06/30/22</u>	<u>2022-23 RECOMMENDED BUDGET</u>
APPROPRIATIONS					
Dept 595 - MOBILE HOME PARK					
595-595-699.940	ADMINISTRATIVE REIMBURSEMENT	41,069	52,926	52,926	28,448
595-595-702.400	TR PARK MANAGER/CLERICAL	7,725	3,225	1,831	3,500
595-595-702.420	MHP MANAGER	30,000	24,000	22,916	25,000
595-595-702.425	MHP MANAGER OVERTIME		100	103	
595-595-703.600	DPW WAGES	8,000	15,000	15,122	15,000
595-595-704.100	MATCH - SOCIAL SECURITY	3,743	3,743	3,058	3,500
595-595-704.200	BLUE CROSS	50,000	27,698	20,219	27,698
595-595-704.201	OPEB EXPENSE	8,750	8,750		8,750
595-595-704.250	RETIREES HEALTH INSURANCE	6,620	6,620	6,854	7,000
595-595-704.300	LIFE INSURANCE	500	500	423	500
595-595-704.400	PENSION	1,700	3,000	2,706	3,000
595-595-704.401	AXA EQUITABLE MATCH	2,800	2,800	2,445	2,800
595-595-704.500	MICH EMP SEC COM	340	340	280	340
595-595-704.550	WORKERS COMP INSURANCE	2,398	2,482	2,482	3,000
595-595-727.000	POSTAGE	600	750	750	800
595-595-728.000	COMPUTER-HARDWARE-SOFTWARE		675	673	700
595-595-740.000	SUPPLIES	2,500	5,500	5,351	8,000
595-595-740.700	DPW EQUIPMENT	11,548	5,969	4,642	6,000
595-595-746.000	LOT PADS	25,000	12,707	12,708	15,000
595-595-770.000	RUBBISH EXPENDITURES	33,000	33,000	35,495	33,000
595-595-801.000	ELECTRIC-DETROIT EDISON	2,500	2,500	1,945	2,500
595-595-802.000	HEAT-SEMCO ENERGY	1,100	1,650	1,392	2,000
595-595-803.000	PHONE	3,200	3,400	3,294	3,500
595-595-805.000	ADVERT/PUBLICATIONS	600	1,220	1,207	1,300
595-595-810.000	MEMBERSHIP/DUES		850	846	900
595-595-811.000	LEGAL	7,000	600	560	700
595-595-814.000	TRAFFIC / STREET LIGHTS	2,025	2,025	1,848	2,000
595-595-816.000	ENGINEERING FEES		1,500	1,500	30,000
595-595-820.000	CONTRACTED SERVICES	12,000	14,754	15,077	28,750
595-595-822.000	IMPROVEMENT	3,000	240	238	30,000
595-595-824.500	EQUIPMENT		128	128	
595-595-829.000	TRAILER PARK - TAXES	38,000	38,000	37,453	38,000
595-595-910.000	LIABILITY INSURANCE	450	277	277	500
595-595-952.000	MHP-CITIZENS LOAN PRINCIPAL	60,351	60,351	60,351	60,351
595-595-952.500	MHP-CITIZENS LOAN INTEREST	7,923	4,653	4,653	7,923
595-595-971.000	CAPITAL OUTLAY	20,000			20,000
595-595-973.100	WATER-UTILITIES	60,000	60,000	64,353	72,500
595-595-973.200	SEWER-UTILITIES	43,000	43,000	46,485	55,500
595-595-999.000	TRANS TO OTHER FUNDS	181,998	265,598	265,598	300,762
Totals for dept 595 - MOBILE HOME PARK		679,440	710,531	698,189	849,222
TOTAL APPROPRIATIONS		679,440	710,531	698,189	849,222
NET OF REVENUES/APPROPRIATIONS - FUND 595		165,445	137,465	154,128	38,990
BEGINNING FUND BALANCE		1,922,532	1,922,532	1,922,532	2,076,660
ENDING FUND BALANCE		2,087,977	2,059,997	2,076,660	2,115,650
ESTIMATED REVENUES - ALL FUNDS		4,142,540	4,322,337	4,282,971	4,395,481
APPROPRIATIONS - ALL FUNDS		3,957,722	4,130,895	3,853,296	4,661,625
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		184,818	191,442	429,675	(266,144)
BEGINNING FUND BALANCE - ALL FUNDS		9,015,972	9,015,972	9,015,972	9,445,647
ENDING FUND BALANCE - ALL FUNDS		9,200,790	9,207,414	9,445,647	9,179,503



627 Fort Street
 Port Huron, MI 48060
 United States
 Phone: 810-987-4111
 www.porthuronlaw.com

INVOICE

Invoice # 5070
 Date: 06/03/2022
 Due On: 07/03/2022

Village of Lexington
 7227 Huron Avenue
 Lexington, MI 48450

101-266-811.000

MIOSHA Discrimination

Date	Attorney	Notes	Quantity	Rate	Total
05/04/2022	JLM	Exchange emails with	0.20	\$140.00	\$28.00
Subtotal					\$28.00
Total					\$28.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
5070	07/03/2022	\$28.00	\$0.00	\$28.00
Outstanding Balance				\$28.00
Total Amount Outstanding				\$28.00

Please make all amounts payable to: **Kelly Law Firm, PLLC** 627 Fort Street, Port Huron, MI 48060

Please pay within 30 days.



627 Fort Street
 Port Huron, MI 48060
 United States
 Phone: 810-987-4111
 www.porthuronlaw.com

INVOICE

Invoice # 5080
 Date: 06/03/2022
 Due On: 07/03/2022

Village of Lexington
 7227 Huron Avenue
 Lexington, MI 48450

595-595-811-000

Local Government Matters

Date	Attorney	Notes	Quantity	Rate	Total
05/26/2022	JLM	Review and revise lease agreement; email Ms. A. Sutton regarding revisions to lease agreement and abandoned mobile homes	1.10	\$140.00	\$154.00
				Subtotal	\$154.00
				Total	\$154.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
5080	07/03/2022	\$154.00	\$0.00	\$154.00	
				Outstanding Balance	\$154.00
				Total Amount Outstanding	\$154.00

Please make all amounts payable to: **Kelly Law Firm, PLLC** 627 Fort Street, Port Huron, MI 48060

Please pay within 30 days.

RESOLUTION NO. #2022-02
A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE DOWNTOWN
DEVELOPMENT AUTHORITY (DDA) PLAN AMENDMENT
by
THE VILLAGE OF LEXINGTON VILLAGE COUNCIL, SANILAC COUNTY, MICHIGAN

WHEREAS, The State of Michigan Downtown Development Authority Act P.A. 57 of 2018 authorizes a Village to establish a Downtown Development Authority when it is in the best interests of the public to halt property value deterioration and increase property tax valuation, where possible, in its business district; to eliminate the causes of that deterioration; to promote economic growth; and

WHEREAS, The Lexington DDA Board has approved the DDA Plan amendments, which includes both Development and Tax Increment Financing Plans, to provide resources necessary for development project funding; and

WHEREAS, Section 125.4203 of the act requires an ordinance be adopted by the Lexington Village Council indicating the jurisdictional area meets certain legislative requirements and to set a date and time for a public hearing concerning amendment of the DDA Plan, which will be on Monday, July 25, 2022 at 7 p.m. ET.

THEREFORE BE IT RESOLVED: by the Village of Lexington Village Council that:

1. The DDA Board of Directors requests that the Lexington Village Council call for a public hearing regarding the plan amendment on July 25, 2022 at 7 p.m., providing an opportunity to meet with the Village concerning the plan amendment.



Todd J. Shoudy

Todd specializes in representing municipalities, school districts, individuals, and private entities such as financial institutions, automotive suppliers, health care institutions, non-profit entities and service related businesses. His areas of specialty include litigation, labor and employment law, constitutional law, and municipal law.

Todd graduated cum laude from the National Law Center at George Washington University in 1988 and has been practicing law for more than 27 years. Todd has successfully represented clients before State and Federal administrative agencies, Michigan State Courts, the United States District Court for the Eastern District of Michigan, the United States District Court for the Western District of Michigan, the United States District Court for the Northern District of Illinois, the United States District Court for the Northern District of Ohio, and the United States Court of Appeals for the Sixth Circuit.

- ✓ Todd has received an AV rating from Martindale Hubbell.
- ✓ Todd was selected by his peers for inclusion in the *Best Lawyers* publication in four areas of specialty, representing both entities and individuals in the State of Michigan.

Allie Sutton

From: Todd Shoudy <tshoudy@fletcherfealko.com>
Sent: Monday, May 9, 2022 12:59 PM
To: Allie Sutton
Subject: RE: Village of Lexington

Ms. Sutton:

If I am selected to assist you on this matter, my hourly rate is \$180 per hour. We bill by the hour in quarter hour increments.

\

Todd

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	3
4.01 Invoices	3
4.02 Payments	3
ARTICLE 5 – OPINIONS OF COST	4
5.01 Opinions of Probable Construction Cost	4
5.02 Designing to Construction Cost Limit	4
5.03 Opinions of Total Project Costs.....	4
ARTICLE 6 – GENERAL CONSIDERATIONS.....	4
6.01 Standards of Performance	4
6.02 Design Without Construction Phase Services	6
6.03 Use of Documents.....	7
6.04 Electronic Transmittals.....	7
6.05 Insurance	8
6.06 Suspension and Termination	9
6.07 Controlling Law.....	11
6.08 Successors, Assigns, and Beneficiaries	11
6.09 Dispute Resolution	11
6.10 Environmental Condition of Site.....	12
6.11 Indemnification and Mutual Waiver	12
6.12 Records Retention.....	13
6.13 Miscellaneous Provisions	14
ARTICLE 7 – DEFINITIONS.....	14
7.01 Defined Terms	14
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	19
8.01 Exhibits Included:	19
8.02 Total Agreement:	19
8.03 Designated Representatives:	20
8.04 Engineer's Certifications:	20

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

Village of Lexington (“Owner”) and
Townley Engineering, LLC (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Village - General Services (“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Funding Applications(grant and loan), Mapping, Study and Report, Preliminary Design, Final Design, Bidding, and Construction Phase Services for all project types including but not limited to: water and water treatment, sanitary sewer and treatment, storm sewer, streets, sidewalks, park improvements, asset management of any Village asset, or other Village requested service.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs,

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and American Society of Civil Engineers. All rights reserved.

instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. The duration of this General Services Agreement shall be a period of 7 years from the Effective Date.
- B. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- E. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

- F. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. *Invoices must include a breakdown of services provided.* Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. *Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.*

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction,

construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital

format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer *may* jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take

appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself),

including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's

performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way

and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

38. *Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.*

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. Not used.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Village of Lexington

Engineer: Townley Engineering, LLC

By: _____
Print name: Alexandria Sutton
Title: Village Manager
Date Signed: _____

By: _____
Print name: Christopher Townley, P.E.
Title: Owner/Member
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
38279
State of: Michigan

Address for Owner's receipt of notices:

7227 Huron Avenue
Suite 100

Lexington, MI 48450

Designated Representative (Paragraph 8.03.A):

Alexandria Sutton

Title: Village Manager

Phone Number: 810-359-8631

E-Mail Address: manager@villageoflexington.com

Address for Engineer's receipt of notices:

12720 Scott Road
Freeland, MI 48623

Designated Representative (Paragraph 8.03.A):

Christopher Townley, P.E.

Title: Owner/Member

Phone Number: 810-404-2266

E-Mail Address: chris@townleyengineering.com

This is **EXHIBIT A**, consisting of [16] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [design and construct a municipal water system extension]
 - b. *In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.*
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction. *The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.*
10. When mutually agreed *and approved by the Agency*, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables: Update the Preliminary Engineering Report and Environmental Report as required. *Provide an Environmental Report as defined at 7 CFR 1970 or other Agency approved format. The Environmental Report must be concurred in by the Agency.*

15. Furnish [___] review copies of the Report and any other Study and Report Phase deliverables to Owner within [___] days of the Effective Date and review it with Owner. Within [___] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. *Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within ___ days of receipt of Owner's.*
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner *and Agency* during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. *Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.*
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: [None identified.]
 10. Furnish [1] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [___] days of authorization to proceed with this phase, and review them with Owner. Within [___] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [3] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [___] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.

10. Furnish for review by Owner, its legal counsel *and Agency*, and other advisors, [2] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [___] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [___] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [2] final copies of such documents to Owner within [___] days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables *and all final design phase deliverables have been accepted by Owner.*
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is []. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or

requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. *Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.*
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. *The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.*
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: *Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.*
10. *Provide copies of Manufacturers' Certification letters to the Bidders on any brand name iron and steel products along with the Plans, Specifications and Bidding Documents. Manufacturers' Certification Letters are to be included in the Bidding Documents and must be kept in the engineer's project file and onsite during construction.*
11. *Provide copies of Manufacturers' Certification letters to the Contractor on any brand name iron and steel products along with the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certification Letters must be kept in the engineer's project file and onsite during construction.*

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 - 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 - 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 - 4. *Pre-Construction Conference:* Participate in *and chair* a pre-construction conference prior to commencement of Work at the Site.
 - 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 - 6. *Original Documents:* Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including

Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable

to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

c. *The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.*

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and

hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certification letters must be kept in the engineer's project file and onsite during construction. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. *Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" obtain a Manufacturers' Certification letter to verify the products were produced in the United States. Manufacturers' Certification letters must be kept in the engineer's project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable.*
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. (c) *Review Change Proposals to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.*
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of

the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. *Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.*
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: In addition to the review of the Contractors record documents, Engineer will use information collected in the field to prepare a revised set of "as-built" drawings conforming to the construction records.
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the

best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: None identified.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements *not including preparation of the Environmental Report defined under Basic Services*; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, *but only if the Owner's request is made after completion of the Study and Report Phase.*
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering

and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. “[Deleted].”
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner’s staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor’s compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. *Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.*
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: None identified

This is **EXHIBIT C**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants' charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner ~~and Agency~~. See also C2.03.C.2 below.
 5. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants' charges.
 6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer. *Changes will not be effective unless and until concurred in by the Owner ~~and Agency~~.*

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.10.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner *and Agency* written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and

Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.10.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer. *Changes will not be effective unless and until concurred in by the Owner and Agency.*

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner *and Agency* written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner *at no cost*.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.10.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer. *Changes will not be effective unless and until concurred in by the Owner and Agency.*

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner *at no cost*.

This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ []/page
Copies of Drawings	\$ []/sq. ft.
Mileage (auto)	\$ []/mile
Air Transportation	at cost
CAD Charge	\$ []/hour
Laboratory Testing	at cost
Health and Safety Level D	\$ []/day
Health and Safety Level C	\$ []/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this specific Project.]

This is **Appendix 2** to **EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Engineer	\$130/hour
Engineer I	\$110/hour
Technician I	\$90/hour
Technician II	\$70/hour
Technician III	\$50/hour

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. *Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.*
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities,

decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. *Maintain all Manufacturers' Certification letters in the project file and on site during construction to ensure compliance with American and Iron Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, as applicable.*

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. *[Deleted]*
- c. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is EXHIBIT E, consisting of [2] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

_____ **Owner**

And To:

_____ **Contractor**

From:

_____ **Engineer**

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

Exhibit E – Notice of Acceptability of Work.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, Each Accident \$[]
 - 2) Bodily injury by Disease, Each Employee \$[]
 - 3) Bodily injury/Disease, Aggregate \$[]
- c. General Liability --
 - 1) General Aggregate: \$[]
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$[]
- d. Excess Umbrella Liability
 - 1) Per Occurrence: \$[]
 - 2) General Aggregate: \$[]
- e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):
 - \$[]
- f. Other (specify): \$[]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. Townley Engineering, LLC
Engineer
- b. _____
Engineer's Consultant
- c. _____
Engineer's Consultant
- d. _____
[other]

- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mediator or mediation service mutually agreed upon. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is EXHIBIT I, consisting of [1] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$[5,000.00].

- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants,

or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is EXHIBIT J, consisting of [1] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

Special Provisions

Paragraph(s) [] of the Agreement is/are amended to include the following agreement(s) of the parties:

This is EXHIBIT K, consisting of [] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [].

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: _____

Owner: Village of Lexington

Engineer: Townley Engineering, LLC

Project: General Services Agreement

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

X Modifications to terms and conditions of the Agreement

Description of Modifications:

Modifications required by Rural Development as outlined in RUS Bulletin 1780-26, Exhibit B and Exhibit C attached in entirety, as distributed by Rural Development dated 4-11-14.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ <u> 0 </u>
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): 0

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:
Village of Lexington _____

ENGINEER:
Townley Engineering, LLC _____

By: _____
Print Alexandria Sutton
name: _____

By: _____
Print Christopher Townley
name: _____

Title: Village Manager _____

Title: Owner/Member _____

Date Signed: _____

Date Signed: _____

Allie Sutton

From: David Faber <dfaberconsult@gmail.com>
Sent: Wednesday, May 25, 2022 3:35 PM
To: Allie Sutton
Subject: Re: Library Donation from the Village

Allie,

I am pretty sure that the council can not make that donation. The Library is its own non profit organization with a millage. I also do not think that this falls under the umbrella of the use of ARPA funds and the intent when allocated. I also want to give caution about the allocation since there is the issues of balancing the budget and the financial issues that I see with the village. I think that you need to call your auditors and see if this is even possible and also check with your legal council. As for the conversation with Bill it might be something that the county could do, but all of their money is spoken for and there are unfunded projects on their lists. If you have any questions let me know

David Faber
Rising Tide Municipal Services LLC

On Wed, May 25, 2022 at 12:48 PM Allie Sutton <manager@villageoflexington.com> wrote:

Hi Mr. Faber,

On Monday the Council voted to donate \$10,000 to Moore Public Library out of ARPA funds. It was added that there was conversation with Bill Sarkella explaining that this can be done, but after speaking with him today I am no sure that it can be. Can you tell me your thoughts on this?

Thanks,



Alexandria Sutton
Village of Lexington
810-359-8631 ext 105
Fax 810-359-5622
Hours M-F 8:00 – 4:00
<mailto:manager@villageoflexington.com>

Municipal Expenditures

Introduction

Municipalities are frequently requested to make donations to various worthy private organizations. Such organizations include chambers of commerce; hospitals; museums; veterans' organizations; community funds; Boy Scouts, Red Cross; and other educational, promotional, or benevolent associations. Frequently, it is difficult for the legislative body of a municipality to refuse such requests. However, it appears clear from Michigan law that such donations are questionable expenditures of public funds.

May a Michigan city/village spend funds on flowers for an employee's funeral, for birthday cakes, for employee gifts, or retirement parties?

Generally, a municipality's power to spend money is derived from the state through the Michigan Constitution and state laws. In addition to specific grants of power, cities and villages with home rule authority are also able to rely on the applicable provisions in the Constitution and statutes for the power to spend on municipal concerns. Regardless of the authority, it is generally held, however, that municipalities have the power to expend funds only for a public purpose. One test for determining a public purpose is whether the expenditure confers a direct benefit of reasonably general character to a significant part of the public. It should be noted that the public purpose test has also been limited to the provision of services for which municipalities exist and the powers they have authority to exercise.

With respect to the question raised, neither the Michigan Constitution nor state law grants to municipalities the power to spend public money on employee parties, gifts, etc. Nor can a good argument be made that the expenditures are for a public purpose. Absent a grant of spending authority, and no clear public purpose defined, the expenditure is most likely illegal. Simply put, a municipality cannot give public funds away.

May the city/village purchase and distribute candy for children and fruit baskets for senior citizens at holiday time?

First of all, there is no authority granted by the Michigan Constitution or by statute to make the gifts in question. Nor can a public purpose be identified by virtue of the gifts under Michigan law.

May a Michigan city/village make a charitable donation, gift or contribution to service clubs, charities or public or private social service agencies?

Generally, no. Such expenditures have been held not to be used for a public purpose. Even if the expenditure benefits the public incidentally, the expenditure may be nonetheless invalid if the appropriation is not under control of the city/village. However, MCL 117.3 indicates that the charters of home rule cities shall provide for the public peace, health and safety of persons and property. Specifically, a home rule city may contract with a private organization or another governmental unit for services considered necessary by the legislative body. Operation of child guidance and community mental health clinics; prevention, counseling and treatment of developmental disabilities; and drug abuse prevention, counseling and treatment are indicated to be services for public peace, health and safety. MML has prepared a reference packet on the issue which includes Department of Treasury materials.

May a Michigan city/village fund a fireworks display or pay for holiday celebrations?

A Michigan statute specifically grants municipalities the power to spend money on these celebrations. If the local celebration is for armistice, independence, memorial days, diamond jubilee or centennial the city may appropriate money for the purpose of defraying the expense of the celebration (see MCL 123.851).

APPENDIX H

PLANNING THE COMPLIANCE PORTION OF AN AUDIT

Restrictions on Local Government Expenditures

Local units of government in Michigan are only allowed to incur expenditures for a valid public purpose. The local unit is the steward of public resources, and they may not be used for a private purpose. Determining whether an expenditure is for a valid public purpose is a legal consideration. Often the local unit's legal counsel can be helpful in making this determination. There are numerous state statutes, court cases and attorney general opinions that define allowable expenditures. As a guide, the following is a list of the more common types of questionable expenditures:

- ✕ 1. Charitable Donations to Non-Profit Organizations: Unless the payment is in exchange for the provision of a governmental service that the local unit could have provided itself, this is not a valid public purpose. In general, such expenditures should be documented through a written agreement. This prohibition includes churches, veterans' organizations, community organizations, Little League, Boy Scouts, Big brothers/ Big Sisters, etc.
2. Donations to a Private Ambulance or EMS Service: MCL 333.20948 authorizes local governmental units to contract for ambulance services. This would only be allowed if there is a written agreement providing that the payment is in consideration for services rendered (which service the local unit could have provided with its own employees).
3. Public Celebrations and Events: MCL 123.851 specifically allows cities, villages and townships to expend money for observances of Armistice (Veterans), Independence and Memorial Days and Diamond Jubilee or Centennial celebrations. MCL 46.11a specifically allows counties to appropriate money for the celebration of Armistice (Veterans) Day.

It is improper for a unit of government to expend public money for an annual picnic or other celebration that is not specifically authorized by law and does not serve a public purpose. The Michigan Supreme Court in *Wayne County v Hathcock*, 471 Mich 445, 462; 684 NW2d 765 (2004), defined "public purpose" as having "for its objective the promotion of the public health, safety, morals, general welfare, security, prosperity, and contentment of all the inhabitants or residents within the municipal corporation, the sovereign powers of which are used to promote such public purpose."

4. Providing Coffee, Food, etc.: The purchase of coffee, food, etc., must be for a public, not an individual or private group or purpose. These expenditures for use at a regular or special meeting where the public is also participating in the coffee, food, etc., for fire fighters, volunteer or full-time employees, when working an extended period of time or when dedicating public buildings are normally considered expenditures for a public purpose.

Coffee, food, etc., for employees use during normal working hours is considered personal, not for a public purpose, and improper unless specifically provided for in a collective bargaining agreement or duly adopted employment policy of the governmental unit (fringe benefit). See the definition of "public purpose" in item 3 above.

APPENDIX H

PLANNING THE COMPLIANCE PORTION OF AN AUDIT

5. Retirement/Recognition Functions and Employee and Retiree Gifts: Retirement functions, gifts or plaques for employees or officials, recognition dinners for volunteer fire fighters or ambulance staff are usually not for a public purpose, therefore, not an allowable expense. Travel and meals as part of the cost of training volunteers to perform emergency services within the local unit are deemed a public purpose, payable as an expense when properly budgeted, authorized and approved. See the definition of "public purpose" in item 3 above.
6. Historical Activities: MCL 399.161 allows a township to appropriate money that the township board believes advances and fosters historical interests of the township. MCL 399.171 and 399.172 allow a city, county, township or village to individually appropriate money or jointly create a commission to advance the historical interests of the unit or units. MCL 399.201-399.215 allow a city, county, township or village to establish historical districts and a commission to preserve and refurbish historical structures.
7. Juvenile Delinquency--Youth Centers: MCL 123.461 allows a county, city, township or village to operate centers open exclusively to youths under 21 years of age and aimed at curbing juvenile delinquency within the community.
8. Economic Development: MCL 125.1601-125.1636 allows a county, city, village or township to incorporate an economic development corporation, file articles of incorporation and fund projects of said EDC, which are for a public benefit. MCL 125.1231 - 125.1237 allows county commissioners to create a county commission to promote economic development and provide in the county budget for the expenses of the commission.
9. Senior Citizens, Older Persons: MCL 400.571 - 400.577 allows a county, township, city or village to provide services to persons 60 years or older. Appropriations to a private organization must be specified in a contract. The terms of the contract must be published within 10 days of its approval in a local newspaper specifying the contract terms and services to be performed.
10. Legal Expenses: A governmental unit is not authorized to expend public money to assist residents with legal costs in defending the homeowners from possible civil action by a neighboring city to condemn their property for public use by the city. We are unable to see a "public purpose" for the township in this expenditure. Also this expenditure may be prohibited under the provisions of Article 9, Section 18 of the 1963 Michigan Constitution that prevents a governmental unit from lending its credit to the aid of any person, association or corporation, public or private, except as authorized in the Constitution.
11. Membership Dues: Membership dues to governmental associations such as MTA, MML, MAC and similar organizations that advise, inform and educate officials and employees are appropriate. (See court decision Hayes v City of Kalamazoo, 316 Mich. 443).
12. Training and Education: Registration fees, lodging, travel, and meals while in attendance at useful public informational or educational workshops and seminars are appropriate.

APPENDIX H

PLANNING THE COMPLIANCE PORTION OF AN AUDIT

13. **Mileage Reimbursements**: Local units should follow the IRS guidelines for determining which travel is considered a “business purpose.” Mileage of officials (except county finance committee and board of commissioners. See MCL 46.52 and 46.62) and employees to and from their residence to the city, township or village hall, county building or meeting rooms is not to be reimbursed. (Mileage paid to county commissioners must be included on their W-2 forms as taxable income.) This means that commuting from home to work and back is not to be reimbursed.
14. **Private Roads**: Expenses for private roads are the responsibility of the private owners of the road and it is inappropriate to use public funds for such purpose. However, this does not prohibit a local unit from assisting the private road owners by levying a special assessment for improving or maintaining a private road, as long as the special assessment is designed to cover 100% of the costs associated with the private road. (Public Act 188 of 1954, as amended, being MCL sections 41.721 - 41.738)
15. **Per Diem Payments to Township Supervisor, Clerk or Treasurer**: When the supervisor, clerk or treasurer is paid on a salary basis, it is inappropriate to pay extra or a per diem for attendance at meetings (MCL 41.95). (Check city and village charters for their compensation procedures or restrictions.) Extra compensation for summer tax collections is inappropriate, unless part of the initial salary resolution or is authorized within statutory procedures for an increase in salary.
16. **Flowers to the Sick or Departed**: Local governments do not have authority to expend money for floral gifts. (Attorney General Opinion Number 2346 dated July 18, 1956)

Other Provisions (Supplementary Information)

This section contains excerpts and descriptions of many of the provisions of the State Constitution, State Statutes, Court Cases and Attorney General Opinions that specify what local governments can and cannot do. This section should be used as a more detailed supplement to the compliance requirements presented earlier in this manual.

Authority for the Primary Governments

Constitutional Provisions, Michigan Constitution of 1963

(Article 7, Section 1) Each organized county shall be a body corporate with powers and immunities provided by law.

(Article 7, Section 17) Each organized township shall be a body corporate with powers and immunities provided by law.

(Article 7, Section 21) The legislature shall provide by general laws for the incorporation of cities and villages.

May 27, 2022

MHP LOT DEPOSIT
REFUNDS

- Lot #51 Sandra Scripka \$361.00 Moved: Jun. 2022
- Lot #110 Tamara Weidman \$320.00 Moved: Jun. 2022

Check Date	Check	Vendor	Vendor Name	Invoice Vendor	Description	Amount
Bank EMB						
05/05/2022	37077	AAROW	AAROW SIGNS	AAROW SIGNS	REPLACEMENT FLAGS A	570.00
05/05/2022	37078	BRADYS BUS	BRADYS BUSINESS	SYBRADYS BUSINESS	SYPRO RATED INVOICE	145.60
05/05/2022	37079	FIRST BANK	FIRST BANKCARD	FIRST BANKCARD	SUPPLY, TRAINING, BEN	2,752.45
05/05/2022	37080	JERRY WOOD	JERRY WOODRUFF	CONJERRY WOODRUFF	CONCHAPEL ROOF LABOR N	15,000.00
05/05/2022	37081	VANDEWARKE	JUDITH VANDEWARKE	JUDITH VANDEWARKE	RENTMG AP 2022	35.00
					JUDITH VANDEWARKE	35.00
					ENVIRONMENTAL AP 20	70.00
05/05/2022	37082	KERI	KERI OWENS - YANKEKERI	OWENS - YANKEKERI	IMBURSE DDA TRAIN	35.00
05/05/2022	37083	12010	LAKE SIDE BUILDING	LAKE SIDE BUILDING	PARKS MHP WATER	100.79
05/05/2022	37084	LEX GARDEN	LEXINGTON GARDENS	LEXINGTON GARDENS	TREE, MULCH, FERTILI	222.46
05/05/2022	37085	MARTIN CON	MARTIN CONCRETE	MARTIN CONCRETE	PAD FOR BENCH PASS	400.00
05/05/2022	37086	SANILAC CY	SANILAC CTY	TREASUSANILAC CTY	TREASUMARCH 2022	430.00
05/05/2022	37087	20080	STANDARD OFFICE	STANDARD OFFICE	SUMANAGER SUPPLY	23.98
					SUOFFICE SUPPLY	67.35
						91.33
05/05/2022	37088	THE HARTFO	THE HARTFORD LIFE	THE HARTFORD LIFE	MAY LIFE INS	475.50
						179.31
05/05/2022	37089	22018	USABLU BOOK	USABLU BOOK	TNT PHOSPHORUS	82.51
					TURBIDIMETER CALIBR	261.82
05/05/2022	37090	VIEW NEWS	VIEW NEWSPAPER	VIEW NEWSPAPER	ADS FOR PART TIME H	109.16
05/13/2022	37091	AGRI-VALLE	AGRI-VALLEY	SERVICAGRI-VALLEY	SERVICDDA INTERNET MAY 22	625.00
					AGRI-VALLEY SERVICWTP	52.95
					INTERNET MAY 20	52.95
					AGRI-VALLEY SERVICINTERNET	730.90
05/13/2022	37092	CUTLER JAN	CUTLER JANITORIAL	CUTLER JANITORIAL	TRASH BAGS CLEANING	326.50
05/13/2022	37093	DTE	DTE ENERGY	DTE ENERGY	ELECTRIC MULTI FUNT	7,623.82
05/13/2022	37094	DET ED STL	DTE ENERGY -	DTE ENERGY -	STREET LIGHTS	2,714.18
05/13/2022	37095	EMTERRA	EMTERRA	ENVIRONMENEMTERRA	ENVIRONMENFUEL CHARGE	601.00
					EMTERRA ENVIRONMENRUBBISH	10,133.16
					PICK UP MAY	10,734.16
05/13/2022	37096	MISC	JAN JOHNSTON	JAN JOHNSTON	REIMBURSE DEPOSIT F	40.00
05/13/2022	37097	THEUT CONC	THEUT PRODUCTS,	THEUT PRODUCTS,	INWASHINGTON & HUBBAR	43.13
05/13/2022	37098	21026	THUMB CELLULAR	THUMB CELLULAR	CELL PHONE	227.96
05/13/2022	37099	U.S. BANK	U.S.BANK	EQUIPMENTU.S.BANK	EQUIPMENTCOPY MACHINE	435.00

Check Date	Check	Vendor	Vendor Name	Invoice Vendor	Description	Amount	
05/13/2022	37100	22018	USABLUE BOOK	USABLUE BOOK	SEWER LAB SUPPLY MI	490.58	
05/13/2022	37101	WESTBROOK	WESTBROOK HARDWARE	WESTBROOK HARDWARE	BATTERIES	18.99	
05/25/2022	37102	1011	ADAMS SERVICE	ADAMS SERVICE	REPLACE WATER PUMP	302.00	
05/25/2022	37103	BOB ALEXAN	ALEXANDER & SON	ALEXANDER & SON	TRUCKING	317.60	
05/25/2022	37104	ASTEC	ASTEC ASPHALT	ASTEC ASPHALT	MISC ASPHALT PROJEC	36,300.00	
05/25/2022	37105	BALL EQUIP	BALL EQUIPMENT	BALL EQUIPMENT	X MARK PARTS	172.79	
05/25/2022	37106	BLANK ELEC	BLANK ELECTRIC CO.	BLANK ELECTRIC CO.	JEFFERSON ST LIFT S	7,350.00	
05/25/2022	37107	BLUE CROSS	BLUE CROSS BLUE	SHBLUE CROSS BLUE	SHRETIRE IN. JUNE 202	201.00	
05/25/2022	37108	BW AGGREGA	BLUE WATER AGGREGA	BLUE WATER AGGREGA	ROAD LINSTONE	793.99	
05/25/2022	37109	BRADYS BUS	BRADYS BUSINESS	SYBRADYS BUSINESS	SYSTAPLES FOR COPY MA	69.99	
05/25/2022	37110	CROS MOT P	CROSWELL MOTOR	PARCROSWELL MOTOR	PARSUPPLY/ REPAIRS	211.72	
05/25/2022	37111	DJ'S PORTA	DJ'S PORTABLE	TOILDJ'S PORTABLE	TOICEMETERY FOR THE 20	648.00	
05/25/2022	37112	DTE	DTE ENERGY	DTE ENERGY	SEWER ELECTIRC	44.28	
05/25/2022	37113	EASTON	EASTON TELECOM	EASTON TELECOM	LAND LINES	1,139.11	
05/25/2022	37114	5040	ETNA SUPPLY	COMPANETNA SUPPLY	COMPANMETER COUPLINGS	80.00	
05/25/2022	37115	GUARDIAN A	GUARDIAN ALARM	GUARDIAN ALARM	BUILDING SECURITY	79.59	
05/25/2022	37116	HAVILLAND	HAVILLAND	HAVILLAND	CHLORING GAS FOR WT	525.00	
05/25/2022	37117	9014	IDEXX DISTRIBUTION	IDEXX DISTRIBUTION	LAB SUPPLIES	2,466.66	
05/25/2022	37118	JEFFS IGA	JEFF'S MARKETPLACE	JEFF'S MARKETPLACE	SEWER TESTING LAB W	28.74	
05/25/2022	37119	KELLY WHIP	KELLY LAW FIRM	KELLY LAW FIRM	APRIL LEGAL	532.00	
05/25/2022	37120	MI PLANNIN	MI ASSO. OF PLANNM	MI ASSO. OF PLANNM	MEMBERSHIP THROUGH	675.00	
05/25/2022	37121	MICHIGAN C	MICHIGAN CAT	MICHIGAN CAT	CAT BACKHOE REPAIRS	1,139.24	
05/25/2022	37122	MICH PETRO	MICHIGAN PETROLEUM	MICHIGAN PETROLEUM	PRE PAID FUEL	3,572.59	
05/25/2022	37123	OPER. ENGIN	OPERATING ENG.	HEAOPERATING ENG.	HEARETIREE UNION INSUR	3,539.00	
05/25/2022	37124	OPERATING	OPERATING ENGINEER	OPERATING ENGINEER	UNION INSURANCE MAY	3,717.00	
05/25/2022	37125	OP. ENGINE	OPERATING ENGINEER	OPERATING ENGINEER	PAID JULY 2023	11,151.00	
05/25/2022	37126	RICHARD ST	RICHARD STAPLETON	RICHARD STAPLETON	REIMBURSE CHAPLE SU	227.16	
05/25/2022	37127	ROBERTA HA	ROBERTA SUE HARON	ROBERTA SUE HARON	REIMBURSEMENT FOWER	815.48	
05/25/2022	37128	SEMCO	SEMCO ENERGY GAS	CSEMCO ENERGY GAS	CHEAT/GAS MULTI FUND	1,840.00	
05/25/2022	37129	SPICER	SPICER GROUP	SPICER GROUP	MS4	1,196.75	
05/25/2022	37130	TOWNLEY EN	TOWNLEY ENGINEER	TOWNLEY ENGINEER	INUSDA PROJECT ENGINE	19,012.70	
					TOWNLEY ENGINEER	INDDA BOUNDRY LANGUAG	880.00
						19,892.70	
05/25/2022	37131	22018	USABLUE BOOK	USABLUE BOOK	CHEM FEED PUMP TUBE	149.61	
					USABLUE BOOK	CHEMICAL INJECTION	338.00
					USABLUE BOOK	PPE WORK VEST	54.13
						541.74	
05/25/2022	37132	DONNAN	VICKI SCOTT	VICKI SCOTT	TWO MEETING MAY 202	100.00	
05/25/2022	37133	23022	VILLAGE OF LEXINGT	VILLAGE OF LEXINGT	VILLAGE OF LEXINGT	WATER BILL MAY 2022	11,435.43
05/25/2022	37134						

Void Reason: PRINTED ON BY MISTAKE

Check Date Check
05/25/2022 37135

Vendor

Vendor Name

Invoice Vendor

Description

Amount

Void Reason: PRINTED ON BY MISTAKE

V

EMB TOTALS:
Total of 59 Checks:
Less 2 Void Checks:
Total of 57 Disbursements:

=====
155,154.89
0.00

155,154.89

CASH SUMMARY BY FUND FOR VILLAGE OF LEXINGTON

FROM 05/01/2022 TO 05/31/2022
 FUND: 101 202 203 204 205 209 248 402 590 591 595 596 625 703
 CASH AND INVESTMENT ACCOUNTS

EVNK:

Fund	Description	Beginning Balance 05/01/2022	Total Debits	Total Credits	Ending Balance 05/31/2022
101	GENERAL FUND	370,780.44	201,893.18	101,087.50	471,586.12
202	MAJOR STREET FUND	366,298.04	34,680.24	9,703.06	391,275.22
203	LOCAL STREET FUND	161,622.78	54,555.19	39,961.62	176,216.35
204	MUNICIPAL STREETS	825,225.78	13,002.41	69,711.83	768,516.36
205	COUNTY ROADS	354,751.06	96,607.81	2,546.18	448,812.69
209	CEMETERY FUND	74,782.63	14,054.95	22,056.03	66,781.55
248	DOWNTOWN DEVELOPMENT AUTHORITY	309,097.37	6,843.10	31,929.58	284,010.89
402	CAPITAL EQUIPMENT FUND	11,501.00	0.00	0.00	11,501.00
590	SEWER FUND	795,331.06	54,936.03	69,090.93	781,176.16
591	WATER FUND-D -PROCESSING	928,938.30	86,088.25	68,041.84	946,984.71
595	LEX MOBILE HOME PARK	1,166,001.67	69,667.41	126,317.97	1,109,351.11
	TOTAL - ALL FUNDS	5,364,330.13	632,328.57	540,446.54	5,456,212.16

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2022 INCREASE (DECREASE)	% BUDGET USED
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Fund 101 - GENERAL FUND						
Revenues						
Dept 000						
101-000-401.100	REAL PROPERTY TAXES -	335,600.00	340,053.00	340,053.17	92.78	100.00
101-000-441.000	STATE STABILIZATION	5,082.00	4,389.00	4,389.14	0.00	100.00
101-000-450.000	CABLE TV	5,800.00	5,800.00	9,290.79	2,645.37	160.19
101-000-451.100	ZONING REVENUE	4,000.00	5,000.00	5,116.00	249.00	102.32
101-000-451.200	LIQUOR LICENSES	3,670.00	3,923.00	3,923.15	0.00	100.00
101-000-528.200	GRANT PPE COVID FEMA 4494 DR MI	0.00	857.00	857.32	0.00	100.04
101-000-528.300	ARPA CORONAVIRIUS LOCAL FISCAL RECOVERY	0.00	58,510.00	58,745.26	0.00	100.40
101-000-575.100	SALES TAX ST REV SHAR	95,000.00	109,000.00	81,802.00	0.00	75.05
101-000-600.455	SEA WIRELESS	9,100.00	9,100.00	9,049.26	874.51	99.44
101-000-643.000	ZONING VIOLATIONS	0.00	0.00	50.00	0.00	100.00
101-000-665.000	INTEREST EARNED	0.00	0.00	52.26	0.00	100.00
101-000-671.500	MISC ACCT OF REVENUE	0.00	2,472.89	2,472.89	0.00	100.00
101-000-671.520	STATE OF MI-METRO ACT REVENUE	4,600.00	4,536.00	4,535.93	4,035.93	100.00
101-000-697.100	LEASE PROCEEDS	0.00	0.00	1.00	0.00	100.00
101-000-699.590	TRANSFER IN FROM SEWER FUND	6,000.00	15,000.00	15,000.00	15,000.00	100.00
101-000-699.591	TRANSFER IN FROM WATER FUND	15,000.00	15,000.00	15,000.00	15,000.00	100.00
101-000-699.595	TRANSFER FRM LEX MOBILE HOME	181,998.00	220,942.00	220,942.00	69,282.00	100.00
101-000-699.945	ADMINISTRATIVE REIMBURSEMENT	172,172.00	175,354.00	175,354.15	31,877.55	100.00
Total Dept 000		838,022.00	969,936.89	946,634.32	139,057.14	97.60

Dept 215 - ADMINISTRATIVE STAFF						
101-215-628.000	SERVICE CHARGE WATER/GENERAL	40.00	40.00	35.00	0.00	87.5
101-215-628.200	ADMIN FEE	0.00	200.00	174.67	25.00	87.34
101-215-662.000	PENALTIES-LATE FEES	0.00	0.00	(419.49)	26.58	100.00
101-215-671.500	MISC ACCT OF REVENUE	0.00	0.00	148.92	0.00	100.00
Total Dept 215 - ADMINISTRATIVE STAFF		40.00	240.00	(60.90)	51.58	(25.38)

Dept 301 - POLICE DEPT						
101-301-642.100	COURT FINES AND FEES	3,000.00	2,147.00	2,146.65	188.10	99.98
101-301-642.300	POLICE OFFENDER FEES	0.00	0.00	20.00	0.00	100.00
101-301-642.400	PARKING TICKET REVENUE	300.00	300.00	334.00	42.00	111.33
101-301-642.425	GOLF CART PLATES	1,800.00	5,756.00	6,259.00	1,003.00	108.74
101-301-642.500	Michigan Justice Training Fun	500.00	277.00	277.68	0.00	100.25
101-301-642.600	POLICE REPORT	400.00	586.00	590.50	5.00	100.77
101-301-671.500	MISC ACCT OF REVENUE	0.00	0.00	18.00	0.00	100.00
101-301-675.000	DONATIONS	300.00	0.00	0.00	0.00	0.00
Total Dept 301 - POLICE DEPT		6,300.00	9,066.00	9,645.83	1,238.10	106.40

Dept 336 - FIRE DEPT						
101-336-600.450	FIRE & RESCUE REVENUE	60,000.00	69,400.00	65,228.84	6,540.00	93.99
101-336-600.550	STANDBY FEES	17,000.00	17,000.00	17,000.00	17,000.00	100.00
101-336-662.000	PENALTIES-LATE FEES	250.00	250.00	273.81	(48.73)	109.52
101-336-671.500	MISC ACCT OF REVENUE	0.00	1,233.00	1,232.86	687.50	99.99
101-336-675.000	DONATIONS	1,000.00	0.00	0.00	0.00	0.00
101-336-675.200	POOL FILLING	0.00	200.00	200.00	0.00	100.00
Total Dept 336 - FIRE DEPT		78,250.00	88,083.00	83,935.51	24,178.77	95.29

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON
 PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22		2021-22		YTD BALANCE 05/31/2022	ACTIVITY FOR MONTH 05/31/2022	% BDT USED	
		ORIGINAL BUDGET	AMENDED BUDGET	NORMAL	(ABNORMAL)				INCREASE (DECREASE)
Fund 101 - GENERAL FUND									
Revenues									
Dept 441 - DPW DEPT	MISC ACCT OF REVENUE	15,000.00	25,178.00	25,178.10	24,378.00	100.00			
101-441-671.500	EQUIPMENT REIMBURSEMENT	95,325.00	60,526.00	52,603.07	3,868.01	86.91			
Total Dept 441 - DPW DEPT		110,325.00	85,704.00	77,781.17	28,246.01	90.76			
Dept 528 - **SANITATION - RUBBISH COLLECT									
101-528-626.100	RUBBISH COLLECTION REV	117,500.00	117,500.00	110,128.29	10,490.08	93.73			
101-528-662.000	PENALTIES-LATE FEES	0.00	0.00	101.37	11.28	100.00			
Total Dept 528 - **SANITATION - RUBBISH COLLECT		117,500.00	117,500.00	110,229.66	10,501.36	93.81			
Dept 722 - COMMUNITY & ECONOMIC DIMENT									
101-722-523.000	MEDC GRANT	0.00	12,000.00	12,000.00	0.00	100.00			
101-722-670.000	SHORT TERM RENTAL	700.00	925.00	1,125.00	200.00	121.62			
101-722-671.500	MISC ACCT OF REVENUE	0.00	918.00	918.00	0.00	100.00			
Total Dept 722 - COMMUNITY & ECONOMIC DIMENT		700.00	13,843.00	14,043.00	200.00	101.44			
Dept 774 - RECREATION/PARKS									
101-774-502.000	DTE GRANT	1,000.00	0.00	0.00	0.00	0.00			
101-774-671.100	VENDOR PERMIT	1,500.00	300.00	370.00	145.00	123.33			
101-774-671.500	MISC ACCT OF REVENUE	5,000.00	5,410.00	5,410.00	5,400.00	100.00			
101-774-675.000	DONATIONS	500.00	854.00	854.06	100.01	100.01			
101-774-675.425	DONATION PARK EQUIPMENT	0.00	2,764.00	2,763.87	0.00	100.00			
Total Dept 774 - RECREATION/PARKS		8,000.00	9,328.00	9,397.93	5,545.00	100.75			
TOTAL REVENUES									
		1,159,137.00	1,293,700.89	1,251,606.52	209,017.96	96.75			
Expenditures									
Dept 000									
101-000-999.248	TRANSFER OUT TO DDA	0.00	3,178.00	3,178.00	0.00	100.00			
Total Dept 000		0.00	3,178.00	3,178.00	0.00	100.00			
Dept 101 - TRUSTEES EXPENSES									
101-101-704.550	WORKERS COMP INSURANCE	89.00	92.00	91.65	0.00	99.62			
101-101-740.000	SUPPLIES	500.00	500.00	360.83	65.00	72.17			
101-101-802.500	EDUCATION AND TRAINING	300.00	300.00	105.00	0.00	35.00			
101-101-805.000	ADVERT/PUBLICATIONS	250.00	250.00	0.00	0.00	0.00			
101-101-810.000	MEMBERSHIP/DUES	954.00	954.00	881.00	0.00	92.35			
101-101-821.000	STIPEND	0.00	4,800.00	2,205.00	0.00	45.94			
101-101-910.000	LIABILITY INSURANCE	500.00	660.00	660.26	0.00	100.04			
Total Dept 101 - TRUSTEES EXPENSES		2,593.00	7,556.00	4,303.74	65.00	56.96			
Dept 172 - VILL MANAGER									
101-172-701.000	WAGES	74,160.00	47,446.00	41,445.69	4,800.00	87.35			

GL NUMBER	DESCRIPTION	2021-22	2021-22	YTD BALANCE		ACTIVITY FOR		% BDET USED
		ORIGINAL BUDGET	AMENDED BUDGET	05/31/2022	(ABNORMAL)	MONTH 05/31/2022	INCREASE (DECREASE)	
Fund 101 - GENERAL FUND								
Expenditures								
101-172-701.200	ASSISTANT TO VILLAGE MANAGER	0.00	8,300.00	8,293.84	0.00	99.93		
101-172-704.100	MATCH - SOCIAL SECURITY	5,670.00	4,265.00	3,805.07	367.20	89.22		
101-172-704.300	LIFE INSURANCE	600.00	300.00	100.00	0.00	33.33		
101-172-704.401	AXA EQUITABLE MATCH	6,675.00	3,825.00	2,673.31	432.00	69.89		
101-172-704.500	MICH EMP SEC COM	340.00	383.00	382.39	0.00	99.84		
101-172-704.550	WORKERS COMP INSURANCE	1,015.00	1,023.00	1,022.75	0.00	99.98		
101-172-728.000	COMPUTER-HARDWARE-SOFTWARE SUPPLIES	0.00	161.00	160.35	0.00	99.60		
101-172-740.000	BUILDING MAINTENANCE	500.00	950.00	939.69	53.98	98.91		
101-172-800.000	ELECTRIC-DETROIT EDISON	100.00	170.00	0.00	0.00	0.00		
101-172-801.000	HEAT-SEMCO ENERGY	225.00	225.00	191.78	17.92	85.24		
101-172-802.000	PHONE	130.00	170.00	160.46	12.89	94.39		
101-172-803.000	ADVERT/PUBLICATIONS	1,300.00	950.00	819.93	66.14	86.31		
101-172-805.000	MEMBERSHIP/DUES	0.00	59.00	58.56	0.00	99.25		
101-172-810.000	CONTRACTED SERVICES	150.00	150.00	0.00	0.00	0.00		
101-172-820.000	HOUSEKEEPING	700.00	28,300.00	21,200.00	74.91	74.91		
101-172-821.200	EQUIPMENT	650.00	650.00	586.58	0.00	90.24		
101-172-824.500	LIABILITY INSURANCE	400.00	400.00	342.03	46.45	85.51		
101-172-910.000	WATER-UTILITIES	500.00	500.00	510.08	102.02	102.02		
101-172-973.100	SEWER-UTILITIES	50.00	50.00	43.70	3.93	87.40		
101-172-973.200		50.00	50.00	39.97	3.63	79.94		
Total Dept 172 - VIL MANAGER		93,215.00	98,327.00	82,776.18	5,804.14	84.1		
Dept 215 - ADMINISTRATIVE STAFF								
101-215-702.000	CLERICAL	20,000.00	18,000.00	11,138.61	561.86	61.88		
101-215-703.000	ACCOUNTANT	56,000.00	60,500.00	54,589.15	4,395.20	90.23		
101-215-703.350	OVERTIME-ADMIN	0.00	676.00	676.33	0.00	100.05		
101-215-704.100	MATCH - SOCIAL SECURITY	4,664.00	6,004.00	5,090.78	379.21	84.79		
101-215-704.200	BLUE CROSS	11,500.00	14,020.00	12,047.96	0.00	85.93		
101-215-704.250	RETIRES HEALTH INSURANCE	2,000.00	2,000.00	1,972.80	164.40	98.64		
101-215-704.300	LIFE INSURANCE	550.00	550.00	463.00	45.96	84.18		
101-215-704.400	PENSION	28,000.00	34,207.00	30,554.32	2,890.28	89.32		
101-215-704.401	AXA EQUITABLE MATCH	900.00	300.00	259.38	35.72	86.46		
101-215-704.500	MICH EMP SEC COM	350.00	600.00	556.89	5.28	92.82		
101-215-704.550	WORKERS COMP INSURANCE	1,015.00	1,015.00	1,022.75	0.00	100.76		
101-215-727.000	POSTAGE	800.00	1,125.00	1,124.75	0.00	99.98		
101-215-728.000	COMPUTER-HARDWARE-SOFTWARE SUPPLIES	1,000.00	3,340.00	3,339.70	99.99	99.99		
101-215-740.000	BUILDING MAINTENANCE	3,600.00	3,600.00	2,749.45	40.00	76.37		
101-215-800.000	ELECTRIC-DETROIT EDISON	100.00	100.00	0.00	0.00	0.00		
101-215-801.000	HEAT-SEMCO ENERGY	450.00	450.00	383.56	35.84	85.24		
101-215-802.000	PHONE	350.00	350.00	320.87	25.77	91.68		
101-215-803.000	MEMBERSHIP/DUES	1,800.00	2,350.00	2,159.80	198.43	91.91		
101-215-810.000	AUDIT	0.00	175.00	175.00	0.00	100.00		
101-215-815.000	CONTRACTED SERVICES	20,000.00	17,300.00	17,300.00	0.00	100.00		
101-215-820.000	SOFTWARE SUPPORT	12,000.00	13,900.00	13,900.00	0.00	100.00		
101-215-821.200	HOUSEKEEPING	3,000.00	3,000.00	0.00	0.00	0.00		
101-215-821.300	BUILDING SECURITY	1,600.00	1,600.00	1,218.22	39.80	111.47		
101-215-824.000	MAINTENANCE	250.00	250.00	278.68	0.00	0.00		
101-215-824.500	EQUIPMENT	200.00	200.00	0.00	0.00	0.00		
101-215-910.000	LIABILITY INSURANCE	2,000.00	2,000.00	1,774.95	232.24	88.75		
101-215-973.100	WATER-UTILITIES	460.00	542.00	541.53	0.00	99.91		
101-215-973.200	SEWER-UTILITIES	100.00	100.00	87.43	7.87	87.43		
		100.00	100.00	79.86	7.23	79.86		

GL NUMBER	DESCRIPTION	2021-22	2021-22	YTD BALANCE	ACTIVITY FOR	% BDT USED
		ORIGINAL BUDGET	AMENDED BUDGET	05/31/2022 (ABNORMAL)	MONTH 05/31/2022 INCREASE (DECREASE)	
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 215 - ADMINISTRATIVE STAFF		172,789.00	188,354.00	163,805.77	9,065.09	86.97
Dept 216 - CLERK						
101-216-701.500	CLERK WAGE	30,000.00	46,700.00	39,044.50	2,965.83	83.61
101-216-704.100	MATCH - SOCIAL SECURITY	2,300.00	3,484.00	2,989.38	226.88	85.80
101-216-704.200	BLUE CROSS	7,750.00	7,750.00	6,995.94	0.00	90.27
101-216-704.300	LIFE INSURANCE	200.00	200.00	176.24	16.99	88.12
101-216-704.400	PENSION	1,500.00	5,658.00	5,657.18	0.00	99.99
101-216-704.401	AXA EQUITABLE MATCH	2,100.00	2,100.00	2,139.12	233.62	101.86
101-216-704.500	MICH EMP SEC COM	420.00	420.00	261.84	11.84	62.34
101-216-704.550	WORKERS COMP INSURANCE	1,015.00	1,015.00	1,022.75	0.00	100.76
101-216-727.000	POSTAGE	700.00	550.00	549.90	0.00	99.98
101-216-728.000	COMPUTER-HARDWARE-SOFTWARE	1,000.00	321.00	320.70	0.00	99.91
101-216-740.000	SUPPLIES	3,500.00	3,500.00	2,871.67	166.49	82.05
101-216-800.000	BUILDING MAINTENANCE	100.00	100.00	0.00	0.00	0.00
101-216-801.000	ELECTRIC-DETROIT EDISON	300.00	300.00	191.78	17.92	63.93
101-216-802.000	HEAT-SEMCO ENERGY	150.00	150.00	160.42	12.88	106.95
101-216-802.500	EDUCATION AND TRAINING	2,500.00	2,500.00	740.00	740.00	29.60
101-216-803.000	PHONE	900.00	900.00	719.93	66.14	79.99
101-216-805.000	ADVERT/PUBLICATIONS	500.00	1,500.00	1,452.31	109.16	96.82
101-216-810.000	MEMBERSHIP/DUES	200.00	200.00	130.00	0.00	65.00
101-216-812.000	MILEAGE	150.00	150.00	72.80	0.00	48.5
101-216-821.200	HOUSEKEEPING	1,500.00	1,500.00	1,218.22	0.00	81.2
101-216-821.300	BUILDING SECURITY	250.00	250.00	278.66	39.79	111.4
101-216-824.500	EQUIPMENT	1,020.00	1,020.00	932.44	172.11	91.4
101-216-910.000	LIABILITY INSURANCE	500.00	500.00	500.49	0.00	100.10
101-216-973.100	WATER-UTILITIES	75.00	75.00	43.70	0.00	58.27
101-216-973.200	SEWER-UTILITIES	75.00	75.00	39.95	3.62	53.27
Total Dept 216 - CLERK						
		58,705.00	80,918.00	68,509.92	4,787.20	84.67
Dept 266 - ATTORNEY						
101-266-811.000	LEGAL	7,000.00	7,000.00	3,339.00	532.00	47.70
Total Dept 266 - ATTORNEY						
		7,000.00	7,000.00	3,339.00	532.00	47.70
Dept 301 - POLICE DEPT						
101-301-701.600	POLICE WAGE	41,200.00	41,000.00	37,948.32	1,608.67	92.56
101-301-701.610	POLICE WAGES-SHIFT PREMIUM	45,500.00	45,500.00	41,249.26	4,459.93	90.66
101-301-701.611	MIDNIGHT SHIFT PREMIUM	32,500.00	32,500.00	21,873.14	2,239.85	95.10
101-301-701.650	OVERTIME WAGES	5,000.00	20,000.00	20,076.60	477.92	100.38
101-301-701.675	AUXILIARY WAGES	25,000.00	6,000.00	5,309.43	198.00	88.49
101-301-702.200	POLICE CHIEF	46,800.00	59,500.00	43,455.00	4,755.00	89.84
101-301-704.100	MATCH - SOCIAL SECURITY	14,650.00	14,920.00	13,780.42	92.36	92.36
101-301-704.250	BLUE CROSS	46,419.00	21,714.00	19,236.00	1,051.07	88.59
101-301-704.300	RETIREES HEALTH INSURANCE	23,112.00	23,112.00	22,932.00	0.00	99.22
101-301-704.401	LIFE INSURANCE	1,200.00	700.00	641.00	37.50	91.57
101-301-704.500	AXA EQUITABLE MATCH	7,000.00	7,000.00	6,713.21	625.66	95.90
101-301-704.550	MICH EMP SEC COM	1,500.00	1,900.00	1,932.87	146.75	101.73
101-301-704.500	WORKERS COMP INSURANCE	8,300.00	8,300.00	7,251.49	0.00	87.37
101-301-727.000	POSTAGE	200.00	233.00	232.33	0.00	99.71
101-301-728.000	COMPUTER-HARDWARE-SOFTWARE	710.00	910.00	904.00	0.00	99.34
101-301-730.000	GAS	5,000.00	6,000.00	5,901.29	798.25	89.41
101-301-740.000	SUPPLIES	3,000.00	3,000.00	2,341.99	68.00	78.07

GL NUMBER	DESCRIPTION	2021-22		2021-22		YTD BALANCE	ACTIVITY FOR	% BUDGET USED
		ORIGINAL BUDGET	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)			
Fund 101 - GENERAL FUND								
Expenditures								
101-301-800.000	BUILDING MAINTENANCE	100.00	100.00	0.00	0.00	(4,872.00)	0.00	
101-301-801.000	ELECTRIC-DETROIT EDISON	500.00	500.00	446.82	89.36	41.82	89.36	
101-301-802.000	HEAT-SEMCO ENERGY	400.00	400.00	374.35	30.66	30.66	30.66	
101-301-802.500	EDUCATION AND TRAINING	500.00	500.00	161.12	32.22	0.00	32.22	
101-301-803.000	PHONE	2,200.00	2,200.00	2,096.92	95.31	189.30	95.31	
101-301-805.000	ADVERT/PUBLICATIONS	0.00	100.00	100.00	100.00	0.00	100.00	
101-301-810.000	MEMBERSHIP/DUES	100.00	100.00	0.00	0.00	0.00	0.00	
101-301-820.000	CONTRACTED SERVICES	420.00	420.00	420.00	100.00	0.00	100.00	
101-301-821.200	HOUSEKEEPING	800.00	800.00	587.08	73.39	0.00	73.39	
101-301-822.100	UNIFORMS - REGULARS	3,000.00	900.00	820.80	91.20	0.00	91.20	
101-301-824.500	MAINTENANCE	1,000.00	1,500.00	1,225.54	81.70	0.00	81.70	
101-301-824.500	EQUIPMENT	600.00	2,000.00	1,922.77	96.14	23.22	96.14	
101-301-910.000	LIABILITY INSURANCE	15,000.00	16,827.00	16,826.70	100.00	0.00	100.00	
101-301-971.000	CAPITAL OUTLAY	7,000.00	0.00	0.00	0.00	0.00	0.00	
101-301-973.100	WATER-UTILITIES	110.00	110.00	102.03	92.75	9.18	92.75	
101-301-973.200	SEWER-UTILITIES	110.00	110.00	93.28	84.80	8.48	84.80	
Total Dept 301 - POLICE DEPT		338,931.00	309,956.00	286,955.76	13,642.66		92.58	
Dept 336 - FIRE DEPT								
101-336-701.000	WAGES	60,000.00	69,000.00	57,400.00	83.16	0.00	83.16	
101-336-704.100	MATCH - SOCIAL SECURITY	5,000.00	5,000.00	4,391.10	87.8	0.00	87.8	
101-336-704.550	WORKERS COMP INSURANCE	6,304.00	6,574.00	6,574.00	100.0	0.00	100.0	
101-336-704.600	MEDICAL EXPENSES	0.00	109.00	109.00	100.0	0.00	100.0	
101-336-727.000	POSTAGE	600.00	550.00	549.90	99.98	0.00	99.98	
101-336-728.000	COMPUTER-HARDWARE-SOFTWARE	0.00	161.00	160.35	99.60	0.00	99.60	
101-336-730.000	GAS	1,500.00	3,000.00	2,009.95	67.00	299.78	67.00	
101-336-740.000	SUPPLIES	4,000.00	2,200.00	1,783.21	81.06	5.00	81.06	
101-336-740.550	FIRE MEDICAL SUPPLIES	4,000.00	2,100.00	1,692.04	80.57	0.00	80.57	
101-336-800.000	BUILDING MAINTENANCE	600.00	5,472.00	5,382.00	98.36	4,872.00	98.36	
101-336-801.000	ELECTRIC-DETROIT EDISON	4,500.00	4,500.00	3,897.87	86.62	364.41	86.62	
101-336-802.000	HEAT-SEMCO ENERGY	3,000.00	3,800.00	3,262.32	85.85	261.98	85.85	
101-336-803.000	PHONE	1,500.00	1,500.00	1,434.23	95.62	131.64	95.62	
101-336-808.000	SCHOOL/TRAINING	2,000.00	1,012.00	1,011.84	99.98	0.00	99.98	
101-336-810.000	MEMBERSHIP/DUES	100.00	575.00	575.00	100.00	0.00	100.00	
101-336-812.000	MILEAGE	1,100.00	5,500.00	5,439.42	98.90	0.00	98.90	
101-336-820.000	CONTRACTED SERVICES	2,600.00	1,910.00	1,910.00	100.00	0.00	100.00	
101-336-821.200	HOUSEKEEPING	3,188.00	2,346.00	2,346.44	100.02	0.00	100.02	
101-336-824.000	MAINTENANCE	7,000.00	3,300.00	2,743.44	83.13	0.00	83.13	
101-336-824.500	EQUIPMENT	6,000.00	5,000.00	4,570.75	91.42	46.45	91.42	
101-336-824.501	TURN OUT GEAR	8,000.00	9,000.00	0.00	0.00	0.00	0.00	
101-336-910.000	LIABILITY INSURANCE	7,000.00	1,300.00	1,279.24	98.40	0.00	98.40	
101-336-973.100	WATER-UTILITIES	900.00	900.00	888.84	98.76	79.97	98.76	
101-336-973.200	SEWER-UTILITIES	880.00	880.00	812.10	92.28	73.51	92.28	
Total Dept 336 - FIRE DEPT		130,272.00	135,689.00	110,223.04	6,134.74		81.23	
Dept 441 - DPM DEPT								
101-441-701.000	WAGES	36,050.00	59,050.00	54,140.45	2,050.18	0.00	91.69	
101-441-701.650	OVERTIME WAGES	0.00	1,400.00	1,227.83	87.70	0.00	87.70	
101-441-704.100	MATCH - SOCIAL SECURITY	2,758.00	4,558.00	4,246.57	93.17	156.83	93.17	
101-441-704.200	BLUE CROSS	9,088.00	11,167.00	10,769.85	96.44	396.48	96.44	
101-441-704.250	RETIRES HEALTH INSURANCE	4,000.00	4,000.00	3,902.88	97.57	325.74	97.57	
101-441-704.300	LIFE INSURANCE	400.00	400.00	298.27	74.57	42.18	74.57	

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON
 PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22		2021-22		YTD BALANCE		ACTIVITY FOR		% BDC USED
		ORIGINAL BUDGET	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	MONTH 05/31/2022	INCREASE (DECREASE)			
Fund 101 - GENERAL FUND										
Expenditures										
101-441-704.400	PENSION	6,500.00	10,640.00	8,984.40		70.63		84.44		
101-441-704.401	AXA EQUITABLE MATCH	2,000.00	2,700.00	2,316.85		132.45		85.81		
101-441-704.500	MICH EMP SEC COM	400.00	600.00	489.73		5.28		81.62		
101-441-704.550	WORKERS COMP INSURANCE	4,045.00	4,206.00	4,205.24		99.98		99.98		
101-441-730.000	GAS	4,000.00	10,000.00	10,298.97		10,298.97		102.99		
101-441-740.000	SUPPLIES	6,000.00	7,000.00	6,282.47		26.75		89.75		
101-441-801.000	ELECTRIC-DETROIT EDISON	1,400.00	1,400.00	1,269.70		90.69		90.69		
101-441-802.000	HEAT-SEMCO ENERGY	2,100.00	3,600.00	3,603.05		348.92		100.08		
101-441-803.000	PHONE	1,600.00	1,600.00	1,695.80		156.17		105.99		
101-441-820.000	CONTRACTED SERVICES	500.00	500.00	256.00		51.20		51.20		
101-441-822.100	UNIFORMS - REGULARS	400.00	300.00	328.94		54.13		109.65		
101-441-824.000	MAINTENANCE (BUILDING)	1,500.00	200.00	0.00		0.00		0.00		
101-441-824.100	VEHICLE MAINTENANCE	4,000.00	5,300.00	4,633.53		87.43		87.43		
101-441-824.500	EQUIPMENT	200.00	200.00	0.00		0.00		0.00		
101-441-910.000	LIABILITY INSURANCE	6,500.00	4,788.00	4,787.62		0.00		99.99		
Total Dept 441 - DPW DEPT		93,441.00	133,609.00	123,738.15		14,208.22		92.61		
Dept 528 - **SANITATION - RUBBISH COLLECT										
101-528-770.000	RUBBISH EXPENDITURES	120,550.00	120,550.00	112,876.48		10,734.16		93.63		
Total Dept 528 - **SANITATION - RUBBISH COLLECT		120,550.00	120,550.00	112,876.48		10,734.16		93.63		
Dept 601 - HEALTH & WELFARE										
101-601-801.550	ENVIRONMENT	8,000.00	7,500.00	5,501.64		222.46		73.36		
101-601-820.000	CONTRACTED SERVICES	1,000.00	500.00	210.00		35.00		42.00		
101-601-851.000	AMBULANCE FEES	33,000.00	33,000.00	32,837.00		0.00		99.51		
Total Dept 601 - HEALTH & WELFARE		42,000.00	41,000.00	38,548.64		257.46		94.02		
Dept 722 - COMMUNITY & ECONOMIC DLEMENT										
101-722-701.000	WAGES	4,300.00	4,300.00	3,131.43		0.00		72.82		
101-722-704.100	MATCH - SOCIAL SECURITY	330.00	330.00	239.55		0.00		72.59		
101-722-704.500	MICH EMP SEC COM	320.00	320.00	102.90		0.00		32.00		
101-722-728.000	COMPUTER-HARDWARE-SOFTWARE	300.00	0.00	0.00		0.00		0.00		
101-722-740.000	SUPPLIES	200.00	100.00	89.11		5.00		89.11		
101-722-803.000	PHONE	300.00	0.00	0.00		0.00		0.00		
101-722-805.000	ADVERT/PUBLICATIONS	200.00	2,700.00	2,337.64		0.00		86.58		
101-722-808.000	SCHOOL/TRAINING	900.00	900.00	645.00		0.00		71.67		
101-722-810.000	MEMBERSHIP/DUES	800.00	800.00	675.00		675.00		84.38		
101-722-811.000	LEGAL	2,500.00	1,500.00	994.00		0.00		66.27		
101-722-820.000	CONTRACTED SERVICES	0.00	12,000.00	12,000.00		0.00		100.00		
101-722-969.000	MISCELLANOUS	0.00	900.00	900.00		0.00		100.00		
Total Dept 722 - COMMUNITY & ECONOMIC DLEMENT		10,150.00	23,850.00	21,114.13		680.00		88.53		
Dept 774 - RECREATION/PARKS										
101-774-702.000	CLERICAL	0.00	300.00	241.37		25.02		80.46		
101-774-703.600	DPW WAGES	24,000.00	1,200.00	25,476.41		7,132.64		84.92		
101-774-703.650	DPW-WATER WAGES OVERTIME	0.00	1,204.00	1,203.84		220.89		99.99		
101-774-704.100	MATCH - SOCIAL SECURITY	1,850.00	2,387.00	2,405.53		564.48		86.28		
101-774-704.200	BLUE CROSS	5,938.00	7,842.00	7,538.87		297.36		96.13		

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON
 PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE 05/31/2022	ACTIVITY FOR MONTH 05/31/2022	% BDT USED
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 101 - GENERAL FUND						
Expenditures						
101-774-704.300	LIFE INSURANCE	200.00	200.00	188.14	32.35	94.07
101-774-704.400	PENSION	6,200.00	6,200.00	5,390.56	1,331.86	86.94
101-774-704.401	AXA EQUITABLE MATCH	800.00	1,900.00	1,149.47	358.11	60.50
101-774-704.500	MICH EMP SEC COM	200.00	200.00	116.88	33.60	58.44
101-774-704.550	WORKERS COMP INSURANCE	923.00	923.00	923.13	0.00	100.01
101-774-740.000	SUPPLIES	7,000.00	7,000.00	6,528.47	2,300.67	93.26
101-774-801.000	ELECTRIC-DETROIT EDISON	1,300.00	1,300.00	952.99	91.32	73.31
101-774-820.000	CONTRACTED SERVICES	1,000.00	1,000.00	0.00	0.00	0.00
101-774-910.000	LIABILITY INSURANCE	500.00	880.00	898.75	0.00	102.13
101-774-971.000	CAPITAL OUTLAY	14,440.00	8,988.00	8,988.29	0.00	100.00
Total Dept 774 - RECREATION/PARKS		64,351.00	70,324.00	61,656.70	12,388.30	87.68
Dept 852 - OTHER FUNCTIONS						
101-852-704.250	RETIRES HEALTH INSURANCE	12,000.00	10,660.00	10,660.00	10,660.00	100.00
Total Dept 852 - OTHER FUNCTIONS		12,000.00	10,660.00	10,660.00	10,660.00	100.00
TOTAL EXPENDITURES		1,145,997.00	1,230,971.00	1,091,685.51	88,958.97	88.68
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		1,159,137.00	1,293,700.89	1,251,606.52	209,017.96	96.75
TOTAL EXPENDITURES		1,145,997.00	1,230,971.00	1,091,685.51	88,958.97	88.68
NET OF REVENUES & EXPENDITURES		13,140.00	62,729.89	159,921.01	120,058.99	254.94

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2022 INCREASE (DECREASE)	% BGDT USED
Fund 202 - MAJOR STREET FUND						
Revenues						
Dept 000						
202-000-539.000	STATE OF MICHIGAN	69,372.00	69,372.00	68,053.53	6,957.22	98.10
202-000-699.250	TRANSFER FROM OTHER FUNDS	25,000.00	25,000.00	25,000.00	25,000.00	100.00
202-000-699.595	TRANSFER FRM LEX MOBILE HOME	4,683.00	6,623.02	6,623.02	2,723.02	100.00
Total Dept 000		99,055.00	100,995.02	99,676.55	34,680.24	98.69
TOTAL REVENUES		99,055.00	100,995.02	99,676.55	34,680.24	98.69
Expenditures						
Dept 202 - ***MAJOR STREET EXP***						
202-202-699.940	ADMINISTRATIVE REIMBURSEMENT	2,449.00	2,751.49	2,751.49	710.69	100.00
202-202-703.600	DPW WAGES	4,500.00	4,500.00	4,453.58	241.75	98.97
202-202-703.625	DPW-WATER WINTER WAGES	3,200.00	3,600.00	3,610.14	0.00	100.28
202-202-703.630	DPW-WATER WINTER WAGES OVERTIME	400.00	920.00	913.00	0.00	99.24
202-202-703.650	DPW-WATER WAGES OVERTIME	0.00	200.00	70.46	0.00	35.23
202-202-704.100	MATCH - SOCIAL SECURITY	582.00	900.00	692.19	18.49	76.91
202-202-704.200	BLUE CROSS	4,500.00	4,500.00	2,823.62	10.95	62.75
202-202-704.300	LIFE INSURANCE	100.00	100.00	66.47	10.95	66.47
202-202-704.400	PENSION	1,840.00	1,840.00	1,854.60	36.12	100.79
202-202-704.401	AXA EQUITABLE MATCH	450.00	450.00	460.11	14.82	102.24
202-202-704.500	MICH EMP SEC COM	200.00	200.00	125.24	0.00	62.61
202-202-740.000	SUPPLIES	1,500.00	500.00	132.75	0.00	26.51
202-202-740.600	SUPPLY---SNOW--STREETS	3,000.00	1,700.00	1,639.26	0.00	96.43
202-202-740.700	DPW EQUIPMENT	13,678.00	15,600.00	13,025.49	21.18	83.50
202-202-820.000	CONTRACTED SERVICES	0.00	11,300.00	11,300.00	6,600.00	100.00
202-202-855.350	25% TRANSFER TO LOCAL ST	22,000.00	22,000.00	20,807.72	1,739.31	94.58
Total Dept 202 - ***MAJOR STREET EXP***		58,399.00	71,061.49	64,726.12	9,442.87	91.08
TOTAL EXPENDITURES		58,399.00	71,061.49	64,726.12	9,442.87	91.08
Fund 202 - MAJOR STREET FUND:						
TOTAL REVENUES		99,055.00	100,995.02	99,676.55	34,680.24	98.69
TOTAL EXPENDITURES		58,399.00	71,061.49	64,726.12	9,442.87	91.08
NET OF REVENUES & EXPENDITURES		40,656.00	29,933.53	34,950.43	25,237.37	116.76

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2022 INCREASE (DECREASE)	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Revenues						
Dept 000	STATE OF MICHIGAN	32,000.00	32,000.00	32,011.67	3,327.44	100.04
203-000-539.000	25% TRANSFER FROM MAJOR STREE	22,000.00	22,000.00	20,807.72	1,739.31	94.58
203-000-583.000	TRANSFER FROM OTHER FUNDS	40,000.00	40,000.00	40,000.00	40,000.00	100.00
203-000-699.250	TRANSFER FRM LEX MOBILE HOME	13,974.00	21,138.44	21,138.44	9,488.44	100.00
203-000-699.595						
Total Dept 000		107,974.00	115,138.44	113,957.83	54,555.19	98.97
TOTAL REVENUES		107,974.00	115,138.44	113,957.83	54,555.19	98.97
Expenditures						
Dept 203 - ***LOCAL STREET EXP***						
203-203-699.940	ADMINISTRATIVE REIMBURSEMENT	7,078.00	8,474.24	8,474.24	2,575.94	100.00
203-203-703.600	DPW WAGES	16,900.00	23,100.00	20,864.75	1,646.33	90.32
203-203-703.625	DPW-WATER WINTER WAGES	7,550.00	6,300.00	6,292.12	54.04	99.87
203-203-703.630	DPW-WATER WINTER WAGES OVERTIME	2,200.00	1,990.00	1,989.53	0.00	99.98
203-203-703.650	DPW-WATER WAGES OVERTIME	0.00	250.00	244.20	0.00	97.68
203-203-704.100	MATCH - SOCIAL SECURITY	2,040.00	2,300.00	2,248.42	130.10	97.76
203-203-704.200	BLUE CROSS	7,640.00	8,505.00	8,252.16	247.80	97.03
203-203-704.300	LIFE INSURANCE	200.00	200.00	161.15	22.43	80.58
203-203-704.400	PENSION	6,440.00	6,440.00	6,189.30	493.50	96.11
203-203-704.401	AXA EQUITABLE MATCH	1,600.00	1,600.00	1,257.24	60.91	78.5
203-203-704.500	MICH EMP SEC COM	425.00	425.00	285.54	5.52	67.1
203-203-740.000	SUPPLIES	3,000.00	4,000.00	3,165.92	1,681.59	79.15
203-203-740.600	SUPPLY---SNOW--STREETS	8,000.00	5,060.00	5,057.32	0.00	99.95
203-203-740.700	DPW EQUIPMENT	33,808.00	28,000.00	26,304.56	1,428.09	93.94
203-203-810.000	MEMBERSHIP/DUES	0.00	631.00	630.25	0.00	99.88
203-203-811.300	MS4	4,000.00	2,410.00	2,410.22	1,196.75	100.01
203-203-820.000	CONTRACTED SERVICES	500.00	43,700.00	43,621.00	29,700.00	99.82
203-203-971.000	CAPITAL OUTLAY	50,000.00	0.00	0.00	0.00	0.00
Total Dept 203 - ***LOCAL STREET EXP***		151,381.00	143,385.24	137,447.92	39,243.00	95.86
TOTAL EXPENDITURES		151,381.00	143,385.24	137,447.92	39,243.00	95.86
Fund 203 - LOCAL STREET FUND:						
TOTAL REVENUES		107,974.00	115,138.44	113,957.83	54,555.19	98.97
TOTAL EXPENDITURES		151,381.00	143,385.24	137,447.92	39,243.00	95.86
NET OF REVENUES & EXPENDITURES		(43,407.00)	(28,246.80)	(23,490.09)	15,312.19	83.16

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON

PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22		2021-22		YTD BALANCE 05/31/2022	ACTIVITY FOR MONTH 05/31/2022	% BDT USED
		ORIGINAL BUDGET	AMENDED BUDGET	NORMAL	(ABNORMAL)			
Fund 204 - MUNICIPAL STREETS								
Revenues								
Dept 000								
204-000-401.100	REAL PROPERTY TAXES -	134,051.00	134,051.00		136,008.59		37.04	101.46
204-000-676.000	EQUIPMENT REIMBURSEMENT BACKHOE	15,000.00	15,000.00		12,586.04		1,270.45	83.91
Total Dept 000		149,051.00	149,051.00		148,594.63		1,307.49	99.69
TOTAL REVENUES		149,051.00	149,051.00		148,594.63		1,307.49	99.69
Expenditures								
Dept 204 - ***** MUNICIPAL STREETS *****								
204-204-820.000	CONTRACTED SERVICES	0.00	1,140.00		1,139.24		1,139.24	99.93
204-204-971.000	CAPITAL OUTLAY	100,000.00	0.00		0.00		0.00	0.00
204-204-999.000	TRANS TO OTHER FUNDS	65,000.00	65,000.00		65,000.00		65,000.00	100.00
Total Dept 204 - ***** MUNICIPAL STREETS *****		165,000.00	66,140.00		66,139.24		66,139.24	100.00
TOTAL EXPENDITURES		165,000.00	66,140.00		66,139.24		66,139.24	100.00
Fund 204 - MUNICIPAL STREETS:								
TOTAL REVENUES		149,051.00	149,051.00		148,594.63		1,307.49	99.6
TOTAL EXPENDITURES		165,000.00	66,140.00		66,139.24		66,139.24	100.00
NET OF REVENUES & EXPENDITURES		(15,949.00)	82,911.00		82,455.39		(64,831.75)	99.45

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON
 PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2022 INCREASE (DECREASE)	% BDC USED
Fund 205 - COUNTY ROADS						
Revenues						
Dept 000						
205-000-402.000	COUNTY ROAD MILEAGE	91,000.00	91,000.00	92,807.74	93,195.89	101.99
205-000-699.595	TRANSFER FRM LEX MOBILE HOME	8,085.00	9,614.50	9,614.50	2,874.50	100.00
Total Dept 000		99,085.00	100,614.50	102,422.24	96,070.39	101.80
TOTAL REVENUES						
		99,085.00	100,614.50	102,422.24	96,070.39	101.80
Expenditures						
Dept 205 - CNTY RD MIL.						
205-205-699.940	ADMINISTRATIVE REIMBURSEMENT	3,638.00	2,494.22	2,494.28	(537.42)	100.00
205-205-814.000	TRAFFIC / STREET LIGHTS	35,000.00	35,000.00	30,464.64	2,546.18	87.04
Total Dept 205 - CNTY RD MIL.		38,638.00	37,494.22	32,958.92	2,008.76	87.90
TOTAL EXPENDITURES						
		38,638.00	37,494.22	32,958.92	2,008.76	87.90
Fund 205 - COUNTY ROADS:						
TOTAL REVENUES		99,085.00	100,614.50	102,422.24	96,070.39	101.80
TOTAL EXPENDITURES		38,638.00	37,494.22	32,958.92	2,008.76	87.90
NET OF REVENUES & EXPENDITURES		60,447.00	63,120.28	69,463.32	94,061.63	110.05

PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR	% BGD
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 209 - CEMETERY FUND						
Revenues						
Dept 000						
209-000-401.100	REAL PROPERTY TAXES -	27,000.00	27,171.00	27,178.49	7.34	100.03
209-000-631.000	INTERMENTS	5,000.00	6,460.00	6,460.00	1,980.00	100.00
209-000-631.100	CREMATION	4,000.00	275.00	275.00	275.00	100.00
209-000-644.100	LOTS/PLOTS	20,000.00	13,985.00	13,985.00	8,100.00	100.00
209-000-665.000	INTEREST EARNED	50.00	10.00	10.01	0.00	100.10
209-000-666.000	EDISON DIVIDEND	300.00	300.00	301.00	0.00	100.33
209-000-675.000	DONATIONS	3,800.00	800.00	2,800.00	2,000.00	350.00
209-000-675.001	DONATION CEMETERY WATER LINE	0.00	2,500.00	2,500.00	0.00	100.00
209-000-675.002	FLOWER URNS	0.00	300.00	613.06	563.06	204.35
209-000-699.595	TRANSFER FRM LEX MOBILE HOME	7,381.00	7,279.55	7,279.55	1,129.55	100.00
Total Dept 000		67,531.00	59,080.55	61,402.11	14,054.95	103.93
TOTAL REVENUES						
		67,531.00	59,080.55	61,402.11	14,054.95	103.93
Expenditures						
Dept 209 - ***CEMETERY EXPENSES***						
209-209-699.940	ADMINISTRATIVE REIMBURSEMENT	3,726.00	3,151.58	3,151.58	46.58	100.00
209-209-702.000	CLERICAL	400.00	400.00	259.91	77.07	64.98
209-209-703.600	DPW WAGES	9,000.00	9,000.00	7,945.25	2,346.01	88.20
209-209-703.650	DPW-WATER WAGES OVERTIME	200.00	560.00	555.30	109.24	99.14
209-209-704.100	MATCH - SOCIAL SECURITY	700.00	700.00	670.28	193.74	95.74
209-209-704.200	BLUE CROSS	1,700.00	1,700.00	1,591.46	61.95	93.62
209-209-704.300	LIFE INSURANCE	100.00	100.00	46.47	5.47	46.47
209-209-704.400	PENSION	1,200.00	1,200.00	1,211.72	239.62	100.98
209-209-704.401	AXA EQUITABLE MATCH	500.00	500.00	323.30	123.99	64.66
209-209-704.500	MICH EMP SEC COM	200.00	200.00	91.64	15.84	45.82
209-209-704.550	WORKERS COMP INSURANCE	454.00	454.00	468.95	0.00	103.29
209-209-728.000	COMPUTER-HARDWARE-SOFTWARE	400.00	400.00	370.00	0.00	92.50
209-209-740.000	SUPPLIES	3,000.00	3,000.00	1,685.94	1,051.82	56.20
209-209-740.700	DPW EQUIPMENT	10,500.00	8,006.00	8,003.58	1,953.04	99.97
209-209-801.000	ELECTRIC-DETROIT EDISON	300.00	300.00	224.82	17.94	74.94
209-209-802.000	HEAT-SEMCO ENERGY	1,000.00	1,300.00	1,235.52	17.61	95.04
209-209-820.000	HEAT-SEMCO SERVICES	11,800.00	18,875.00	18,875.15	15,648.00	100.00
209-209-824.000	MAINTENANCE	300.00	16,700.00	9,200.00	9,200.00	55.09
209-209-910.000	LIABILITY INSURANCE	400.00	400.00	198.47	0.00	49.62
209-209-970.200	REGAN SECTION DEVELOPMENT	300.00	300.00	0.00	0.00	0.00
209-209-971.000	CAPITAL OUTLAY	25,000.00	0.00	0.00	(9,200.00)	0.00
Total Dept 209 - ***CEMETERY EXPENSES***		71,180.00	67,246.58	56,109.34	21,969.30	83.44
TOTAL EXPENDITURES						
		71,180.00	67,246.58	56,109.34	21,969.30	83.44

Fund 209 - CEMETERY FUND:						
TOTAL REVENUES		67,531.00	59,080.55	61,402.11	14,054.95	103.93
TOTAL EXPENDITURES		71,180.00	67,246.58	56,109.34	21,969.30	83.44
NET OF REVENUES & EXPENDITURES		(3,649.00)	(8,166.03)	5,292.77	(7,914.35)	64.81

Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2022 INCREASE (DECREASE)	% BUDGET USED
Revenues						
Dept 000						
248-000-401.500	DDA TAXES FROM VILLAGE	75,000.00	75,000.00	85,601.60	0.00	114.14
248-000-401.600	DDA TAXES FROM TOWNSHIP	76,000.00	76,000.00	75,785.04	6,723.10	99.72
248-000-699.101	TRANSFER IN FROM GENERAL FUND FOR CAPITA	0.00	3,178.00	3,178.00	0.00	100.00
Total Dept 000		151,000.00	154,178.00	164,564.64	6,723.10	106.74

Dept 248 - ****DDA EXPENSES****						
248-248-667.500	INTERNET REVENUE	1,200.00	1,200.00	1,440.00	120.00	120.00
Total Dept 248 - ****DDA EXPENSES****		1,200.00	1,200.00	1,440.00	120.00	120.00

TOTAL REVENUES		152,200.00	155,378.00	166,004.64	6,843.10	106.84
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Expenditures						
Dept 248 - ****DDA EXPENSES****						
248-248-699.940	ADMINISTRATIVE REIMBURSEMENT	5,986.00	5,491.01	5,491.01	502.71	100.00
248-248-740.000	SUPPLIES	100.00	430.00	429.07	0.00	99.78
248-248-745.000	CHRISTMAS SUPPLY	12,000.00	10,559.00	10,558.48	0.00	100.00
248-248-802.500	EDUCATION AND TRAINING	0.00	35.00	35.00	35.00	100.0
248-248-803.000	PHONE/INTERNET EXPENSE	10,000.00	10,000.00	8,125.00	625.00	81.2
248-248-805.000	MUSIC	480.00	480.00	274.45	57.1	57.1
248-248-811.000	ADVERT/PUBLICATIONS	15,000.00	20,000.00	15,000.00	0.00	75.0
248-248-812.000	LEGAL	1,000.00	50.00	35.00	0.00	70.00
248-248-820.000	MILEAGE	0.00	84.00	84.00	0.00	100.00
248-248-821.100	CONTRACTED SERVICES	1,000.00	8,500.00	9,282.50	980.00	109.21
248-248-840.000	DDA SERVICE PROVIDED BY VILLAGE	20,000.00	29,378.00	29,378.00	29,378.00	100.00
248-248-840.000	LANDSCAPING MAINTENANCE	10,000.00	13,050.00	6,548.14	50.18	50.18
248-248-955.000	DDA GRANT	40,000.00	40,000.00	10,000.00	0.00	25.00
248-248-969.200	DONATION	8,000.00	8,000.00	0.00	0.00	0.00
248-248-971.000	CAPITAL OUTLAY	20,000.00	0.00	0.00	0.00	0.00
Total Dept 248 - ****DDA EXPENSES****		143,566.00	146,057.01	95,240.65	31,520.71	65.21

TOTAL EXPENDITURES		143,566.00	146,057.01	95,240.65	31,520.71	65.21
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Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		152,200.00	155,378.00	166,004.64	6,843.10	106.84
TOTAL EXPENDITURES		143,566.00	146,057.01	95,240.65	31,520.71	65.21
NET OF REVENUES & EXPENDITURES		8,634.00	9,320.99	70,763.99	(24,677.61)	759.19

Fund 590 - SEWER FUND	GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR	% BUDGET USED
			ORIGINAL BUDGET	AMENDED BUDGET			
Revenues							
Dept 000							
590-000-626.000		MONTHLY FEES	165,000.00	175,000.00	159,941.11	12,927.20	91.39
590-000-626.375		GIELOW SEWER SAMPLING	15,000.00	15,000.00	12,178.63	670.67	81.19
590-000-626.400		SEWER SAMPLE TESTING OUTSIDE SALES	28,000.00	28,000.00	23,386.50	7,129.00	83.52
590-000-627.000		WATER/SEWER READY	200,000.00	200,000.00	198,486.52	18,511.40	99.24
590-000-653.000		TAP IN AND CAPITAL SERVICE CH	0.00	2,500.00	2,461.00	0.00	98.44
590-000-654.000		DUMPING FEE	66,000.00	66,000.00	43,880.00	3,190.00	66.48
590-000-662.000		PENALTIES-LATE FEES	400.00	400.00	431.79	35.21	107.95
590-000-665.000		INTEREST EARNED	35.00	35.00	21.41	0.00	61.17
590-000-671.500		MISC ACCT OF REVENUE	0.00	524.00	524.30	0.00	100.06
590-000-680.000		FLOW BACK LMTUA	8,000.00	8,000.00	0.00	0.00	0.00
Total Dept 000			482,435.00	495,459.00	441,311.26	42,463.48	89.07

TOTAL REVENUES	482,435.00	495,459.00	441,311.26	42,463.48	89.07
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Expenditures							
Dept 590 - ***SEWER EXPENSES***							
590-590-699.940	ADMINISTRATIVE REIMBURSEMENT	2021-22		YTD BALANCE	ACTIVITY FOR	% BUDGET USED	
		ORIGINAL BUDGET	AMENDED BUDGET				05/31/2022
590-590-702.000	CLERICAL	13,725.00	18,000.00	15,913.43	1,587.71	100.00	
590-590-702.100	CLERICAL WAGES TESTING SEWER	750.00	750.00	452.33	132.12	60.3	
590-590-703.600	DPW WAGES	45,570.00	45,570.00	41,933.18	4,146.82	92.0	
590-590-703.620	WATER/SEWER TESTING WAGES	8,500.00	8,500.00	7,972.08	2,256.82	93.7	
590-590-703.640	WATER/SEWER TESTING OVERTIME WAGES	260.00	460.00	357.48	0.00	77.71	
590-590-704.100	DPW-WATER WAGES OVERTIME	3,000.00	4,000.00	3,745.36	108.08	93.63	
590-590-704.200	MATCH - SOCIAL SECURITY	5,250.00	5,250.00	5,383.43	629.72	102.54	
590-590-704.250	BLUE CROSS	25,125.00	25,125.00	19,158.71	582.33	76.25	
590-590-704.300	RETIREES HEALTH INSURANCE	8,230.00	8,230.00	8,112.40	3,875.20	98.57	
590-590-704.400	LIFE INSURANCE	600.00	600.00	572.77	62.61	95.46	
590-590-704.401	PENSION	11,000.00	15,300.00	13,600.90	1,598.59	88.89	
590-590-704.500	AXA EQUITABLE MATCH	4,113.00	4,113.00	3,459.73	364.09	84.12	
590-590-704.550	MICH EMP SEC COM	400.00	500.00	416.79	83.36	83.36	
590-590-727.000	WORKERS COMP INSURANCE	1,636.00	1,636.00	1,635.73	10.88	99.98	
590-590-728.000	POSTAGE	700.00	900.00	899.81	0.00	99.98	
590-590-740.000	COMPUTER-HARDWARE-SOFTWARE	0.00	706.00	705.54	0.00	99.93	
590-590-740.100	SUPPLIES	7,500.00	6,000.00	5,521.29	145.83	92.02	
590-590-740.300	SUPPLY OUTSIDE TESTING	9,000.00	9,000.00	7,775.26	719.10	86.39	
590-590-740.700	WATER/SEWER METER	38,500.00	13,000.00	12,742.47	40.00	98.02	
590-590-801.000	DPW EQUIPMENT	18,345.00	11,810.00	10,687.14	90.49	90.49	
590-590-803.000	ELECTRIC-DETROIT EDISON	33,000.00	41,500.00	37,656.17	1,085.95	90.74	
590-590-805.000	PHONE	4,200.00	4,200.00	3,243.80	4,155.92	77.23	
590-590-808.000	ADVERT/PUBLICATIONS	200.00	250.00	250.00	87.27	100.00	
590-590-810.000	SCHOOL/TRAINING	500.00	500.00	121.90	0.00	24.38	
590-590-811.000	MEMBERSHIP/DUES	1,400.00	2,015.00	2,010.26	0.00	99.76	
590-590-816.000	LEGAL	2,500.00	50.00	35.00	0.00	70.00	
590-590-820.000	ENGINEERING FEES	50,000.00	152,300.00	131,307.70	19,012.70	86.22	
590-590-824.000	CONTRACTED SERVICES	37,500.00	37,500.00	36,012.23	0.00	96.03	
590-590-824.500	MAINTENANCE	5,000.00	1,000.00	0.00	0.00	0.00	
590-590-910.000	EQUIPMENT	9,000.00	9,000.00	247.95	0.00	2.76	
590-590-950.000	LIABILITY INSURANCE	1,800.00	1,800.00	1,480.90	0.00	82.27	
590-590-950.100	PRINCIPAL BOND PAYMENT	19,610.00	20,350.00	20,350.00	0.00	100.00	
590-590-971.000	BOND INTEREST EXPENSE	7,578.00	6,800.00	6,800.69	0.00	100.01	
590-590-999.000	CAPITAL OUTLAY	17,500.00	28,300.00	27,622.58	7,350.00	97.61	
	TRANS TO OTHER FUNDS	68,000.00	68,000.00	15,000.00	15,000.00	22.06	

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE 05/31/2022	ACTIVITY FOR MONTH 05/31/2022	% BDT USED
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 590 - SEWER FUND						
Expenditures						
Total Dept 590 - ***SEWER EXPENSES***		495,689.00	587,460.34	477,630.35	67,649.58	81.30
TOTAL EXPENDITURES		495,689.00	587,460.34	477,630.35	67,649.58	81.30
Fund 590 - SEWER FUND:						
TOTAL REVENUES		482,435.00	495,459.00	441,311.26	42,463.48	89.07
TOTAL EXPENDITURES		495,689.00	587,460.34	477,630.35	67,649.58	81.30
NET OF REVENUES & EXPENDITURES		(13,254.00)	(92,001.34)	(36,319.09)	(25,186.10)	39.48

GL NUMBER	DESCRIPTION	2021-22	2021-22	YTD BALANCE	ACTIVITY FOR	% BUDGET USED
		ORIGINAL BUDGET	AMENDED BUDGET	05/31/2022 (ABNORMAL)	MONTH 05/31/2022 INCREASE (DECREASE)	
Fund 591 - WATER FUND-D-PROCESSING						
Revenues						
Dept 000	REAL PROPERTY TAXES -	0.00	454.00	454.45	0.00	100.10
591-000-401.100	DEBT SERVICE REVENUE	29,287.00	29,287.00	29,286.80	0.00	100.00
591-000-600.500	TOWER ANTENNA LEASE THUMB CELL	22,792.00	22,792.00	23,475.76	2,134.16	103.00
591-000-600.600	TOWER LEASE-AIR ADVANTAGE	8,200.00	8,200.00	6,339.69	0.00	77.31
591-000-625.596	SANILAC WATER OUTSIDE OF CONTRACT	2,000.00	7,200.00	7,200.69	214.50	100.01
591-000-626.000	MONTHLY FEES	212,000.00	247,000.00	224,658.09	17,993.73	90.95
591-000-626.300	MONTHLY FEES LMTUA	188,000.00	223,000.00	196,163.48	12,743.96	87.97
591-000-626.325	MONTHLY FEES SANILAC TWP	65,000.00	80,000.00	70,680.00	5,208.00	88.35
591-000-626.350	EQUIPMENT REPLACEMENT SANILAC	46,908.00	46,908.00	46,908.00	0.00	100.00
591-000-626.596	SANILAC WATER REVENUE CONTRACTED	4,000.00	985.00	74.64	0.00	7.58
591-000-627.000	WATER/SEWER REVENUE CONTRACTED	37,500.00	37,500.00	30,720.00	3,072.00	81.92
591-000-628.100	METER DEPOSIT REVENUE	270,400.00	270,400.00	280,309.63	26,136.90	103.66
591-000-652.000	TURN ON/OFF	500.00	500.00	866.94	422.94	100.77
591-000-653.000	TAP IN AND CAPITAL SERVICE CH	9,000.00	9,000.00	9,069.22	1,011.58	100.77
591-000-662.000	PENALTIES-LATE FEES	8,000.00	2,461.00	2,461.00	0.00	100.00
591-000-662.500	WATER TESTING OUTSIDE SALES	0.00	0.00	648.34	50.94	100.00
591-000-665.000	INTEREST EARNED	17,000.00	20,759.00	17,759.72	1,925.00	85.55
591-000-671.500	MISC ACCT OF REVENUE	0.00	0.00	43.54	0.00	100.00
591-000-675.200	POOL FILLING	0.00	2,250.00	2,250.00	0.00	100.00
591-000-675.300	WATER MACHINE REVENUE	600.00	900.00	50.00	0.00	100.00
Total Dept 000		921,187.00	1,009,596.00	950,318.49	70,963.96	94.1

TOTAL REVENUES		921,187.00	1,009,596.00	950,318.49	70,963.96	94.13
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Expenditures

Dept 591 - WATER PROCESSING	ADMINISTRATIVE REIMBURSEMENT	72,529.00	65,619.93	65,619.93	5,179.13	100.00
591-591-699.940	CERICAL WAGES TESTING WATER	700.00	1,000.00	892.79	110.10	89.28
591-591-702.100	WATER WAGES	139,050.00	160,400.00	149,355.75	9,359.66	93.11
591-591-702.300	WATER OVERTIME	2,000.00	11,000.00	9,180.68	0.00	83.46
591-591-703.225	WTP WAGES COMPUTER	3,700.00	18,000.00	18,253.57	4,200.00	101.41
591-591-703.620	WATER/SEWER TESTING WAGES	5,000.00	9,500.00	7,808.22	999.98	82.19
591-591-703.640	WATER/SEWER TESTING OVERTIME WAGES	0.00	141.00	140.90	0.00	99.93
591-591-704.100	MATCH - SOCIAL SECURITY	11,460.00	15,106.00	14,196.44	1,122.19	93.98
591-591-704.200	BIUE CROSS	42,632.00	42,632.00	37,335.90	1,672.65	87.58
591-591-704.250	RETIERS HEALTH INSURANCE	17,540.00	17,540.00	17,419.52	7,684.96	99.31
591-591-704.300	LIFE INSURANCE	1,300.00	1,300.00	1,072.32	112.32	82.49
591-591-704.401	AXA EDUITABLE MATCH	30,427.00	43,500.00	40,799.70	2,799.97	93.79
591-591-704.500	MICH EMP SEC COM	5,500.00	5,500.00	4,845.70	340.62	88.10
591-591-704.550	WORKERS COMP INSURANCE	1,200.00	1,500.00	1,462.33	134.40	97.49
591-591-727.000	POSTAGE	8,955.00	9,251.00	9,251.01	0.00	100.00
591-591-728.000	COMPUTER-HARDWARE-SOFTWARE	2,000.00	800.00	799.80	0.00	99.98
591-591-730.000	GAS	2,000.00	10,000.00	0.00	0.00	0.00
591-591-740.000	SUPPLIES	1,000.00	1,500.00	1,328.85	190.32	88.59
591-591-740.100	SUPPLY OUTSIDE TESTING	18,000.00	18,000.00	17,552.31	1,397.99	97.51
591-591-740.900	SUPPLIES WTP LAB	9,000.00	8,000.00	8,693.39	2,190.35	108.67
591-591-801.000	ELECTRIC-DETROIT EDISON	5,000.00	6,000.00	4,505.88	0.00	75.10
591-591-802.000	HEAT-SEMCO ENERGY	34,000.00	34,000.00	26,255.09	2,354.76	77.22
591-591-802.500	EDUCATION AND TRAINING	500.00	960.00	955.00	846.29	94.04
591-591-803.000	PHONE	3,200.00	3,200.00	3,070.29	0.00	99.48

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON
 PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22	2021-22	YTD BALANCE	ACTIVITY FOR	% BDGET USED
		ORIGINAL BUDGET	AMENDED BUDGET	05/31/2022 (ABNORMAL)	MONTH 05/31/2022 INCREASE (DECREASE)	
Fund 591 - WATER FUND-D -PROCESSING						
Expenditures						
591-591-805.000	ADVERT/PUBLICATIONS	700.00	700.00	0.00	0.00	0.00
591-591-810.000	MEMBERSHIP/DUES	3,200.00	500.00	427.50	0.00	85.50
591-591-811.000	LEGAL	2,000.00	50.00	35.00	0.00	70.00
591-591-812.000	MILEAGE	200.00	200.00	0.00	0.00	0.00
591-591-816.000	ENGINEERING FEES	50,000.00	84,464.00	84,464.00	0.00	100.00
591-591-820.000	CONTRACTED SERVICES	13,000.00	2,000.00	1,447.19	0.00	72.36
591-591-824.000	MAINTENANCE	15,000.00	15,000.00	0.00	0.00	0.00
591-591-824.500	EQUIPMENT	6,000.00	6,000.00	1,426.36	0.00	23.77
591-591-910.000	FLOW BACK CHARGES	8,200.00	8,200.00	0.00	0.00	0.00
591-591-950.000	LIABILITY INSURANCE	23,000.00	18,183.00	18,183.04	0.00	100.00
591-591-950.100	PRINCIPAL BOND PAYMENT	33,390.00	34,650.00	34,650.00	0.00	100.00
591-591-959.000	BOND INTEREST EXPENSE	12,903.00	11,580.00	11,579.56	0.00	100.00
591-591-959.100	DWRF BOND PRINCIPAL	70,000.00	75,000.00	75,000.00	0.00	100.00
591-591-971.000	DWRF BOND INTEREST	19,000.00	17,188.00	17,187.50	0.00	100.00
591-591-971.000	CAPITAL OUTLAY	96,500.00	96,500.00	25,360.00	0.00	26.28
591-591-999.000	TRANS TO OTHER FUNDS	0.00	0.00	15,000.00	15,000.00	100.00
Total Dept 591 - WATER PROCESSING		773,286.00	862,664.93	733,078.56	55,982.89	84.98
Dept 593 - WATER DISTRIBUTION						
591-593-702.000	CLERICAL	12,900.00	17,000.00	15,933.10	1,587.71	93.72
591-593-702.300	WATER WAGES	0.00	2,000.00	1,562.78	84.77	78.1
591-593-703.225	WTP WAGES COMPUTER	800.00	800.00	200.00	0.00	25.0
591-593-703.600	DPW WAGES	27,900.00	21,000.00	17,788.99	1,898.57	84.7
591-593-703.650	DPW-WATER WAGES OVERTIME	3,000.00	734.00	734.76	0.00	100.1
591-593-704.100	MATCH - SOCIAL SECURITY	2,134.00	3,121.00	2,768.28	273.22	88.70
591-593-704.200	BLUE CROSS	20,740.00	20,740.00	16,266.80	223.02	78.43
591-593-704.300	LIFE INSURANCE	445.00	445.00	397.58	34.57	89.34
591-593-704.401	PENSTON	4,800.00	6,600.00	6,154.17	849.03	93.25
591-593-704.500	AXA EQUITABLE MATCH	1,245.00	1,245.00	1,916.94	182.18	153.97
591-593-727.000	MICH EMP SEC COM	250.00	400.00	287.03	5.76	71.76
591-593-728.000	POSTAGE	300.00	100.00	100.00	0.00	100.00
591-593-730.000	COMPUTER-HARDWARE-SOFTWARE	0.00	706.00	705.54	0.00	99.93
591-593-740.000	GAS	1,000.00	1,500.00	1,043.77	107.60	69.58
591-593-740.300	SUPPLIES	5,000.00	10,000.00	9,251.44	238.71	92.51
591-593-740.700	WATER/SEWER METER	38,500.00	20,000.00	12,763.41	40.00	63.82
591-593-801.000	DPW EQUIPMENT	7,446.00	4,205.00	2,526.84	27.83	60.09
591-593-802.500	ELECTRIC-DETROIT EDISON	1,600.00	1,600.00	1,544.76	140.27	96.55
591-593-803.000	EDUCATION AND TRAINING	600.00	750.00	720.00	0.00	96.00
591-593-805.000	PHONE	0.00	0.00	52.95	0.00	100.00
591-593-810.000	ADVERT/PUBLICATIONS	0.00	250.00	250.00	0.00	100.00
591-593-812.000	MEMBERSHIP/DUES	2,200.00	2,540.00	2,523.04	0.00	99.33
591-593-820.000	MILEAGE	160.00	160.00	0.00	0.00	0.00
591-593-824.000	CONTRACTED SERVICES	6,500.00	500.00	440.00	0.00	88.00
591-593-824.500	MAINTENANCE	0.00	51,793.00	52,095.00	302.00	100.58
591-593-824.500	EQUIPMENT	0.00	0.00	10.50	0.00	100.00
591-593-971.000	CAPITAL OUTLAY	55,000.00	0.00	0.00	0.00	0.00
Total Dept 593 - WATER DISTRIBUTION		192,520.00	168,189.00	148,037.68	5,995.24	88.02
Dept 596 - SANITAC WATER						
591-596-702.000	CLERICAL	0.00	0.00	45.39	0.00	100.00
591-596-702.300	WATER WAGES SANITAC	14,000.00	18,000.00	14,216.96	1,367.02	78.98
591-596-702.350	WATER OVERTIME SANITAC	0.00	734.00	733.53	0.00	99.94

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE 05/31/2022	MONTH INCREASE 05/31/2022	ACTIVITY FOR 05/31/2022	% BUDGET USED
		ORIGINAL BUDGET	AMENDED BUDGET				
Fund 591 - WATER FUND-D -PROCESSING							
Expenditures							
591-596-704.100	MATCH - SOCIAL SECURITY	1,071.00	1,433.00	1,169.44	104.58	81.61	
591-596-704.200	BLUE CROSS	0.00	3,000.00	2,539.95	61.95	84.67	
591-596-704.300	LIFE INSURANCE	0.00	0.00	84.13	17.25	100.00	
591-596-704.400	PENSION	1,205.00	6,300.00	3,667.30	876.10	58.21	
591-596-704.401	AXA EQUITABLE MATCH	1,150.00	1,150.00	798.30	19.62	69.42	
591-596-704.500	MICH EMP SEC COM	200.00	200.00	76.86	0.00	38.43	
591-596-740.000	SUPPLIES	5,000.00	5,000.00	3,472.20	14.77	69.44	
Total Dept 596 - SANITLAC WATER		22,626.00	35,917.00	26,804.06	2,461.29	74.84	
TOTAL EXPENDITURES		988,432.00	1,066,670.93	907,920.30	64,439.42	85.12	
Fund 591 - WATER FUND-D -PROCESSING:							
TOTAL REVENUES		921,187.00	1,009,596.00	950,318.49	70,963.96	94.13	
TOTAL EXPENDITURES		988,432.00	1,066,670.93	907,920.30	64,439.42	85.12	
NET OF REVENUES & EXPENDITURES		(67,245.00)	(57,074.93)	42,398.19	6,524.54	74.29	

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2022 INCREASE (DECREASE)	% BUDGET USED
Fund 595 - LEX MOBILE HOME PARK						
Revenues						
Dept 000						
595-000-520.000	MHPK RENT REVENUE	708,500.00	708,500.00	651,928.56	59,532.64	92.02
595-000-525.000	MHPK WATER REVENUE	63,775.00	63,775.00	58,710.12	5,345.76	92.06
595-000-530.000	MHPK SEWER REVENUE	44,098.00	44,098.00	40,594.61	3,696.28	92.06
595-000-535.000	MHPK RUBBISH REVENUE	27,312.00	27,312.00	25,275.03	2,421.76	92.54
595-000-662.000	PENALTIES-LATE FEES	0.00	2,100.00	2,240.00	140.00	106.67
595-000-665.000	INTEREST EARNED	0.00	20.00	18.59	0.00	92.95
595-000-671.500	MISC ACCT OF REVENUE	1,000.00	1,506.00	1,609.58	300.00	106.88
595-000-671.595	Hall Rental MHP	200.00	685.00	695.00	10.00	101.46
Total Dept 000		844,885.00	847,996.00	781,071.49	71,446.44	92.11
TOTAL REVENUES		844,885.00	847,996.00	781,071.49	71,446.44	92.11

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022 (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2022 INCREASE (DECREASE)	% BUDGET USED
Expenditures						
Dept 595 - MOBILE HOME PARK						
595-595-699.940	ADMINISTRATIVE REIMBURSEMENT	41,069.00	52,926.28	52,926.28	18,702.08	100.00
595-595-702.400	TR PARK MANAGER/CLERICAL	7,725.00	3,225.00	1,741.07	0.00	53.99
595-595-702.420	MHP MANAGER	30,000.00	24,000.00	20,967.17	1,392.78	87.36
595-595-702.425	MHP MANAGER OVERTIME	0.00	100.00	103.27	0.00	103.27
595-595-703.600	DPM WAGES	8,000.00	15,000.00	12,544.67	1,118.53	83.6
595-595-704.100	MATCH - SOCIAL SECURITY	3,743.00	3,743.00	2,704.65	192.11	72.2
595-595-704.200	BLUE CROSS	50,000.00	27,698.00	20,219.44	123.90	73.0
595-595-704.201	OPER EXPENSE	8,750.00	8,750.00	0.00	0.00	0.0
595-595-704.250	RETIRES HEALTH INSURANCE	6,620.00	6,620.00	6,854.40	4,283.54	103.54
595-595-704.300	LIFE INSURANCE	500.00	500.00	387.96	34.92	77.59
595-595-704.400	PENSION	1,700.00	3,000.00	2,427.26	375.42	80.91
595-595-704.401	AXA EQUITABLE MATCH	2,800.00	2,800.00	2,127.21	162.68	75.97
595-595-704.500	MICH EMP SEC COM	340.00	340.00	266.77	5.28	78.46
595-595-704.550	WORKERS COMP INSURANCE	2,398.00	2,482.00	2,481.54	0.00	99.98
595-595-727.000	POSTAGE	600.00	750.00	749.90	0.00	99.99
595-595-728.000	COMPUTER-HARDWARE-SOFTWARE	0.00	675.00	673.47	0.00	99.77
595-595-740.000	SUPPLIES	2,500.00	5,500.00	5,083.06	191.29	92.42
595-595-740.700	DPM EQUIPMENT	11,548.00	5,969.00	4,641.50	622.37	77.76
595-595-746.000	LOT PADS	25,000.00	12,707.00	12,707.50	0.00	100.00
595-595-770.000	RUBBISH EXPENDITURES	33,000.00	33,000.00	32,439.33	3,055.36	98.30
595-595-801.000	ELECTRIC-DETROIT EDISON	2,500.00	2,500.00	1,781.50	167.32	71.26
595-595-802.000	HEAT-SEWCO ENERGY	1,100.00	1,650.00	1,392.13	136.00	84.37
595-595-803.000	PHONE	3,200.00	3,200.00	3,168.47	290.68	99.01
595-595-805.000	ADVERT/PUBLICATIONS	600.00	1,160.00	1,158.65	0.00	99.88
595-595-810.000	MEMBERSHIP/DUES	0.00	850.00	846.00	0.00	99.53
595-595-811.000	LEGAL	7,000.00	600.00	560.00	0.00	93.33
595-595-814.000	TRAFFIC / STREET LIGHTS	2,025.00	2,025.00	1,680.00	168.00	82.96
595-595-816.000	ENGINEERING FEES	0.00	1,500.00	1,500.00	0.00	100.00
595-595-820.000	CONTRACTED SERVICES	12,000.00	14,754.00	14,753.50	35.00	100.00
595-595-822.000	IMPROVEMENT	3,000.00	240.00	237.96	0.00	99.15
595-595-824.500	EQUIPMENT	0.00	128.00	127.81	0.00	99.85
595-595-829.000	TRAILER PARK - TAXES	38,000.00	38,000.00	36,593.41	430.00	96.30
595-595-910.000	LIABILITY INSURANCE	450.00	277.00	277.25	0.00	100.09
595-595-952.000	MHP-CITIZENS LOAN PRINCIPAL	60,351.00	60,351.00	60,350.57	0.00	100.00
595-595-952.500	MHP-CITIZENS LOAN INTEREST	7,923.00	4,653.00	4,653.29	0.00	100.01
595-595-971.000	CAPITAL OUTLAY	20,000.00	0.00	0.00	0.00	0.00
595-595-973.100	WATER-UTILITIES	60,000.00	60,000.00	58,832.47	4,723.64	98.05
595-595-973.200	SEWER-UTILITIES	43,000.00	43,000.00	42,495.82	3,404.74	98.83

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON
 PERIOD ENDING 05/31/2022

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022	ACTIVITY FOR MONTH 05/31/2022 INCREASE (DECREASE)	% BDT USED
Fund 595 - LEX MOBILE HOME PARK Expenditures						
595-595-999.000	TRANS TO OTHER FUNDS	181,998.00	265,597.51	265,597.51	85,497.51	100.00
Total Dept 595 - MOBILE HOME PARK		679,440.00	710,270.79	678,052.79	125,113.31	95.46
TOTAL EXPENDITURES		679,440.00	710,270.79	678,052.79	125,113.31	95.46
Fund 595 - LEX MOBILE HOME PARK:						
TOTAL REVENUES		844,885.00	847,996.00	781,071.49	71,446.44	92.11
TOTAL EXPENDITURES		679,440.00	710,270.79	678,052.79	125,113.31	95.46
NET OF REVENUES & EXPENDITURES		165,445.00	137,725.21	103,018.70	(53,666.87)	74.80
TOTAL REVENUES - ALL FUNDS		4,082,540.00	4,327,009.40	4,116,365.76	601,403.20	95.13
TOTAL EXPENDITURES - ALL FUNDS		3,937,722.00	4,126,757.60	3,607,911.14	516,485.16	87.43
NET OF REVENUES & EXPENDITURES		144,818.00	200,251.80	508,454.62	84,918.04	253.91

Fund 101 GENERAL FUND

GL Number	Description	Balance
*** Assets ***		
101-000-001.800	INVESTMENT-CADRE	62,070.51
101-000-002.000	EASTERN MICHIGAN BANK	471,586.12
101-000-004.000	PETTY CASH	200.00
101-000-015.000	ACCOUNTS RECEIVABLE	(191.00)
101-000-015.150	A/R UNCOLLECTED RESCUE RUN	22,462.84
101-000-015.225	PREPAYMENTS	1,156.50
101-000-015.300	A/R UNBILLED UTILITIES	9,812.60
101-000-015.600	A/R RUBBISH	541.78
101-000-015.800	ACCOUNTS SENT TO COLLECTIONS	6,800.00
101-000-084.830	DUE FROM LEX TOWNSHIP	1,866.71
101-000-123.000	PREPAID EXPENSES	30,583.81
Total Assets		606,889.87
*** Liabilities ***		
101-000-204.300	UIA	103.96
101-000-204.600	EQUITABLE - EMPLOYEE CONTRIBU	295.44
101-000-204.889	EMPLOYEE CONTRIBUTION TO BCBS	5,237.98
101-000-204.890	AFLAC INSURANCE-EMPLOYEE CONT	78.77
101-000-204.955	MISC PASSTHROUGH	1.12
101-000-205.100	EMPLOYEE CONTR TO PENSION 4 1	(679.65)
101-000-205.200	UNITED WAY-EMPLOYEE CONTRIBUT	12.00
101-000-208.800	UNION DUES	332.96
101-000-220.100	DEFERRED REVENUE	12,750.00
101-000-314.591	ADVANCE FROM WATER FUND	7,869.00
Total Liabilities		26,001.58
*** Fund Balance ***		
101-000-390.000	FUND BALANCE ACCOUNT	408,301.97
101-000-391.000	RESERVED FUND BALANCE PARKS	7,951.82
101-000-391.100	RESERVED FUND BALANCE-FIRE DE	768.35
101-000-391.200	RESERVED FUND BALANCE-METRO	3,845.14
Total Fund Balance		420,867.28
Beginning Fund Balance		420,867.28
Net of Revenues VS Expenditures		160,021.01
Ending Fund Balance		580,888.29
Total Liabilities And Fund Balance		606,889.87

Fund 202 MAJOR STREET FUND

GL Number	Description	Balance
*** Assets ***		
202-000-002.000	EASTERN MICHIGAN BANK	391,275.22
202-000-123.000	PREPAID EXPENSES	260.19
Total Assets		391,535.41
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
202-000-390.000	FUND BALANCE ACCOUNT	356,584.98
Total Fund Balance		356,584.98
Beginning Fund Balance		356,584.98
Net of Revenues VS Expenditures		34,950.43
Ending Fund Balance		391,535.41
Total Liabilities And Fund Balance		391,535.41

Fund 203 LOCAL STREET FUND

GL Number	Description	Balance
*** Assets ***		
203-000-002.000	EASTERN MICHIGAN BANK	176,216.35
203-000-123.000	PREPAID EXPENSES	718.62
Total Assets		176,934.97
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
203-000-390.000	FUND BALANCE ACCOUNT	200,425.06
Total Fund Balance		200,425.06
Beginning Fund Balance		200,425.06
Net of Revenues VS Expenditures		(23,490.09)
Ending Fund Balance		176,934.97
Total Liabilities And Fund Balance		176,934.97

Fund 204 MUNICIPAL STREETS

GL Number	Description	Balance
*** Assets ***		
204-000-002.000	EASTERN MICHIGAN BANK	768,516.36
204-000-123.100	PREPAID FUEL FOR TANKS	1,768.35
Total Assets		770,284.71
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
204-000-390.000	Fund Balance	687,829.32
Total Fund Balance		687,829.32
Beginning Fund Balance		687,829.32
Net of Revenues VS Expenditures		82,455.39
Ending Fund Balance		770,284.71
Total Liabilities And Fund Balance		770,284.71

Fund 205 COUNTY ROADS

GL Number	Description	Balance
*** Assets ***		
205-000-002.000	EASTERN MICHIGAN BANK	448,812.69
Total Assets		448,812.69
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
205-000-390.000	FUND BALANCE ACCOUNT	379,349.37
Total Fund Balance		379,349.37
Beginning Fund Balance		379,349.37
Net of Revenues VS Expenditures		69,463.32
Ending Fund Balance		448,812.69
Total Liabilities And Fund Balance		448,812.69

Fund 209 CEMETERY FUND

GL Number	Description	Balance
*** Assets ***		
209-000-001.800	INVESTMENT-CADRE	28,533.95
209-000-002.000	EASTERN MICHIGAN BANK	66,781.55
209-000-123.000	PREPAID EXPENSES	399.08
Total Assets		95,714.58
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
209-000-390.000	FUND BALANCE ACCOUNT	90,421.81
Total Fund Balance		90,421.81
Beginning Fund Balance		90,421.81
Net of Revenues VS Expenditures		5,292.77
Ending Fund Balance		95,714.58
Total Liabilities And Fund Balance		95,714.58

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	Balance
*** Assets ***		
248-000-002.000	EASTERN MICHIGAN BANK	284,010.89
248-000-040.000	ACCOUNTS RECEIVABLE	120.00
248-000-123.000	PREPAID EXPENSES	408.87
Total Assets		284,539.76
*** Liabilities ***		
Total Liabilities		0.00
*** Fund Balance ***		
248-000-390.000	FUND BALANCE ACCOUNT	213,775.77
Total Fund Balance		213,775.77
Beginning Fund Balance		213,775.77
Net of Revenues VS Expenditures		70,763.99
Ending Fund Balance		284,539.76
Total Liabilities And Fund Balance		284,539.76

Fund 402 CAPITAL EQUIPMENT FUND

GL Number	Description	Balance
*** Assets ***		
402-000-002.000	EASTERN MICHIGAN BANK	11,501.00
Total Assets		<u>11,501.00</u>
*** Liabilities ***		
Total Liabilities		<u>0.00</u>
*** Fund Balance ***		
402-000-390.000	Fund Balance	11,501.00
Total Fund Balance		<u>11,501.00</u>
Beginning Fund Balance		11,501.00
Net of Revenues VS Expenditures		0.00
Ending Fund Balance		11,501.00
Total Liabilities And Fund Balance		11,501.00

Fund 590 SEWER FUND

GL Number	Description	Balance
*** Assets ***		
590-000-001.800	INVESTMENT-CADRE	55,824.61
590-000-002.000	EASTERN MICHIGAN BANK	781,176.16
590-000-005.000	PF INT P 2433 CASH	22,618.63
590-000-015.000	ACCOUNTS RECEIVABLE	5,477.30
590-000-015.300	A/R UNBILLED UTILITIES	39,663.74
590-000-015.550	SEWER SAMPLE	120.00
590-000-030.000	ACCRUAL DEPRECIATION	537,674.05
590-000-030.100	LAGOON	1,878,738.00
590-000-030.200	LAND IMPROVEMENT	28,000.00
590-000-030.300	DEFERRED OUTFLOW	9,117.00
590-000-031.000	DEFERRED OUTFLOWS	20,060.00
590-000-123.000	PREPAID EXPENSES	2,448.09
590-000-144.000	EQUIPMENT	18,491.08
590-000-153.000	CONSTRUCTION IN PROGRESS	54,858.34
590-000-264.000	ACCUMULATED DEPRECIATION	(1,377,678.90)
Total Assets		2,076,588.10
*** Liabilities ***		
590-000-205.000	OPEB OBLIGATION	333,398.00
590-000-205.600	NET PENSION LIABILITY	98,154.00
590-000-220.200	DEF REVENUE-METER DEPOSIT	2,955.22
590-000-251.000	ACCRUED INTEREST PAYABLE	1,072.28
590-000-260.000	ACCRUED VACATION LEAVE PAYABLE	16,262.20
590-000-265.000	BONDS PAYABLE (CASH BONDS)	185,000.00
590-000-300.500	DEFERRED INFLOWS	8,578.00
590-000-300.501	DEFERRED INFLOWS OPEB	28,073.00
Total Liabilities		673,492.70
*** Fund Balance ***		
590-000-390.000	FUND BALANCE ACCOUNT	841,007.54
590-000-395.000	RETAINED EARNINGS	582,861.34
590-000-395.100	RET.EARNINGS-METER CH.DEPOSIT	15,545.61
Total Fund Balance		1,439,414.49
Beginning Fund Balance		1,439,414.49
Net of Revenues VS Expenditures		(36,319.09)
Ending Fund Balance		1,403,095.40
Total Liabilities And Fund Balance		2,076,588.10

Fund 591 WATER FUND-D -PROCESSING

GL Number	Description	Balance
*** Assets ***		
591-000-001.200	ESCROW ACCOUNT EASTERN MI	481,821.31
591-000-001.800	INVESTMENT-CADRE	6,896.72
591-000-002.000	EASTERN MICHIGAN BANK	946,984.71
591-000-004.000	PETTY CASH	100.00
591-000-005.000	PF INT P 2433 CASH	38,512.77
591-000-015.000	ACCOUNTS RECEIVABLE	6,594.69
591-000-015.175	A/R WATER TESTING	626.29
591-000-015.189	A/R CAPACITY LWTUA	223,250.74
591-000-015.300	A/R UNBILLED UTILITIES	56,760.78
591-000-015.800	ACCOUNTS SENT TO COLLECTIONS	132.50
591-000-030.300	DEFERRED OUTFLOW	38,430.00
591-000-031.000	DEFERRED OUTFLOWS	48,590.00
591-000-123.000	PREPAID EXPENSES	20,714.60
591-000-130.000	LAND	17,495.39
591-000-144.000	EQUIPMENT	246,571.26
591-000-152.100	WATER MAINS	2,972,348.07
591-000-152.150	M - 25 WATER MAIN	487,658.29
591-000-152.200	EMERGENCY WELLS	17,478.45
591-000-152.250	WATER BUILDINGS	33,512.59
591-000-152.500	WATER FILTRATION PLANT	5,075,964.32
591-000-152.900	ELEVATED WATER TANK	446,163.73
591-000-153.000	CONSTRUCTION IN PROGRESS	117,759.66
591-000-193.101	ADVANCE TO GENERAL FUND	7,869.00
591-000-264.000	ACCUMULATED DEPRECIATION	(5,171,953.33)
Total Assets		6,120,282.54
*** Liabilities ***		
591-000-205.000	OPEB OBLIGATION	807,558.00
591-000-205.600	NET PENSION LIABILITY	413,770.00
591-000-220.400	RESERVE CAPACITY DEFERRAL	150,000.00
591-000-220.450	DEFERRED CAPACITY LWTUA	223,250.74
591-000-251.000	ACCRUED INTEREST PAYABLE	5,919.52
591-000-260.000	ACCRUED VACATION LEAVE PAYABLE	39,959.10
591-000-265.000	BONDS PAYABLE (CASH BONDS)	315,000.00
591-000-300.300	DWRP BOND PAYABLE	725,000.00
591-000-300.500	DEFERRED INFLOWS	36,158.00
591-000-300.501	DEFERRED INFLOWS OPEB	67,998.00
Total Liabilities		2,784,613.36
*** Fund Balance ***		
591-000-390.000	FUND BALANCE ACCOUNT	(670,835.57)
591-000-391.300	RESERVED FUND BALANCE-MAINTEN	44,690.00
591-000-395.000	RETAINED EARNINGS	3,903,872.95
591-000-395.100	RET.EARNINGS-METER CH.DEPOSIT	15,543.61
Total Fund Balance		3,293,270.99
Beginning Fund Balance		3,293,270.99
Net of Revenues VS Expenditures		42,398.19
Ending Fund Balance		3,335,669.18
Total Liabilities And Fund Balance		6,120,282.54

Fund 595 LEX MOBILE HOME PARK

GL Number	Description	Balance
*** Assets ***		
595-000-001.800	INVESTMENT-CADRE	53,029.52
595-000-002.000	EASTERN MICHIGAN BANK	1,109,351.11
595-000-015.000	ACCOUNTS RECEIVABLE	2,572.08
595-000-015.200	A/R MISC.	(0.07)
595-000-015.700	ACCT REC. LATE FEES PENALTIES	1,785.00
595-000-025.000	MHP WATER RENT RECEIVABLE	(4,480.63)
595-000-030.000	ACCRUAL DEPRECIATION	2,823,128.82
595-000-030.150	BUILDINGS	51,238.42
595-000-030.300	DEFERRED OUTFLOW	1,619.00
595-000-031.000	DEFERRED OUTFLOWS	1,054.00
595-000-035.000	MHP RUBBISH REVENUE RECEIVABLE	(500.42)
595-000-036.000	MHP SEWER REVENUE RECEIVABLE	378.99
595-000-123.000	PREPAID EXPENSES	1,478.77
595-000-144.000	EQUIPMENT	9,846.73
595-000-264.000	ACCUMULATED DEPRECIATION	(1,809,745.49)
Total Assets		2,240,755.83
*** Liabilities ***		
595-000-204.700	TENANT DEPOSIT	44,966.75
595-000-204.725	TENANT DEPOSIT MAIL BOX KEYS	1,020.00
595-000-205.000	OPEB OBLIGATION	17,512.00
595-000-205.600	NET PENSION LIABILITY	17,438.00
595-000-251.000	ACCRUED INTEREST PAYABLE	544.95
595-000-260.000	ACCRUED VACATION LEAVE PAYABLE	10,024.45
595-000-300.400	CITIZENS FIRST NOTE PAYABLE	120,701.40
595-000-300.500	DEFERRED INFLOWS	1,524.00
595-000-300.501	DEFERRED INFLOWS OPEB	1,474.00
Total Liabilities		215,205.55
*** Fund Balance ***		
595-000-390.000	FUND BALANCE ACCOUNT	1,871,899.01
595-000-395.000	RETAINED EARNINGS	50,632.57
Total Fund Balance		1,922,531.58
Beginning Fund Balance		1,922,531.58
Net of Revenues VS Expenditures		103,018.70
Ending Fund Balance		2,025,550.28
Total Liabilities And Fund Balance		2,240,755.83

Managers Report

Miscellaneous tasks- committee and advisory meetings, committee and board questions and follow-ups, work orders, HR issues, approvals, resident questions, legal questions, issues, and follow-ups

MEDC RAP Grant- For the past few months, with the help of knowledgeable residents of the community, some village staff, and council members, I have been working on a million-dollar grant request to MEDC. The focus of the funding request is in line with the master plan in an effort of implementing the Tierney park and harbor front plan. It was submitted this month and the selected applicant should be announced sometime this Summer.

Trees- I met with Mr. Zerillo regarding the trees that were planted in 2010 near his property. We are working towards a solution that would be best for the village and nearby property owners. The maintenance of the area can be improved and I have brought it to the attention of needed department heads. In regards to the Tree Service being provided on Village Trees I have become aware of the issues and have addressed them with the company.

North Shores- I am meeting with Judi R. and Jackie H. from the Mobile Home Park to revise the RFP for the North Shores Playground. The Advisory board has also focused on allocating funds toward new garbage cans and beach mats. These improvements should be being executed in the next month or so.

Fish Cleaning Station- The Fish Cleaning Station has been completed. I want to thank Ron Culter for heading this project, Don Janish the contractor for the project, The Sanilac County Sport Fishing & Hunting Association, and the Village DDA.

Cemetery- I participated in a walk-through of the Cemetery chapel to better understand their utility maintenance and monitoring. Because the chapel is unoccupied frequently there is a risk of flooding, freezing, and power loss. In the 2022-2023 Fiscal year they will be having a hot spot installed that will allow monitoring of the utilities and alert needed individuals when/if an issue arises.

Budget- A budget workshop was held on June 15th. A new budget booklet will be handed out to each council member at this June Council meeting. This is a tool for Council to reference through the fiscal year. They can be stored at the office or taken with Council. Other booklets may be available per request.

USDA- I have been working with Chris Townley and Chris Heiden on attaining the needed paperwork to move forward with the USDA project.

Village Cleaning- I reassessed the Villages options with a cleaning service. The best option was to have a part-time employee come into the office after their usual shift to provide maintenance for the Village hall and Clubhouse. This simplifies the process and the quality of work is great. This is also cost-effective.

RRC- With the transition of our RRC advisor and other Village Projects, there has been a little movement as of recent in our RRC qualifications. This will be more of a priority in the next coming months. The next project I will be focused on is updating our Village Capital Improvement Plan.

DDA- The DDA will now be charged specifically for the equipment and employee time needed to perform the job desired that pertains to the DDA, compared to before, when the DDA would give a lump sum of funding to the general fund to fund the equipment and employee time. This will benefit the

Village when creating the budget for the following year(s) and it will benefit the general fund by taking a toll off other departments.

Parks and Rec- This month I will have a meeting with the Parks and Rec Chair and Paul Urbiel from McKenna. This will be the kick-start of the 5 year Plan.

Emails- Before the next council meeting, all council members will be transitioning to a @villageoflexington.com email. The department heads that do not have this domain in it will also be transitioning. It is being done through Ego. It will ensure security, better trust in communication, and distinguish the Village more professionally.

Rising Tide Municipal Solutions LLC

72 Sunset Lane, Sandusky, MI 48471
810-294-7561 |

6/20/22

Lexington Village Council,

Since my last update Manager Sutton and I have worked on numerous items. Below is a brief overview of the items that were worked on, discussed and provided background and understanding of topics that are present in while managing a Michigan community.

- ARPA
- ZBA/Planning and Rezoning public hearings and notices
- Budget prep, understanding and meetings
- Separation Agreements
- Contracts- Engineering, Tree Removal
- MML Crowdfunding
- RAP Grants

The items below were on previous update but are still relevant every update and dealt with monthly

- Mobile Home Park management and guidance
- Zoning compliance and permits – multiple permits and zoning compliance issues to review
- Michigan Treasury Requirements and Audit Compliance
- MML Insurance, General Liability and Workman's comp, OSHA
- Act 51 Funding, Road Classifications, Certification of Streets
- Fire Department functions
- Engineering Standards, Development, new homes, zoning issues
- Parks and Recreations plans, RFP, grants and compliance
- Asset Disposal compliance with ordinance
- American Rescue Plan Act (ARPA) Funding and compliance with US Treasury and reporting portal with Treasury.
- Meeting with Business owners about compliance and investment in the community
- DDA meetings and district, funding, purpose
- Contracts, Bidding and RFP
- MML and legislature passing of Infrastructure bills
- Grant Funding for projects

I hope this provides some insight of the things that we have worked on and continue to work on weekly. I look forward to continuing to serve Manager Sutton as she leads the Village of Lexington.

Best Regards,

David Faber



Village of Lexington Police Department

Monthly Report

Chief of Police
Larry Sheldon

To: Village Council, Manager, and President

From: Chief Larry Sheldon

Date Range: May 1, 2021 through May 31, 2021

Category	May 2022	May 2021		
Complaints:	170	99		
Traffic Stops:	82	25		
Citations:	49	8		
Verbal Warnings:	34	17		
Persons Investigated	105	54		
Vehicles Investigated:	102	38		
Property Inspections:	271	218		
Ordinance Contact:	1	3		
Ordinance Violations:	0	1		
Assist Fire / E.M.S:	4	2		
Assist Crowell P.D.	3	6		
Assist Sanilac County Sheriff:	4	5		
Assist M.S.P.	0	7		
Lexington Township Assist:	0	0		
Assist Other Department:	0	2		
Traffic Accidents:	5	1		
Misdemeanors:	4	3		
Felonies:	0	1		

LEXINGTON FIRE DEPARTMENT
MAY 2022 FIRE & RESCUE SERVICE REPORT

MONTHLY FIRE & RESCUE REPORT							
DATE	INVOICE #	INCIDENT STEET	AREA	CALL TYPE	ADDITIONAL SERVICES	COST ASSESSED	NOTES
5/1/2022	176-22	Jefferson/Main	Lex Village	Medical	Assess/History/Treat	\$265.00	Non-Resident
5/3/2022	178-22	Union St	Lex Village	Fire-Transformer	Assess	\$0.00	
5/5/2022	179-22	Lakeshore & Wiltzie	Lex Twp.	Public Assist	Assist To CEMS	\$0.00	
5/5/2022	180-22	Main St	Lex Village	Medical-Sick Person	Assess/History/Treat	\$0.00	Resident
5/6/2022	181-22	Lakeshore & Harrington	Lex Twp.	Public Assist	Lift Assist	\$60.00	
5/8/2022	182-22	Babcock Rd	Lex Twp.	Medical-Fall	Assess/History/Treat	\$265.00	
5/10/2022	183-22	Roach	Lex Twp.	Fire-Structure Fire	Assess/Extinguish	\$1,400.00	
5/10/2022	184-22	Roach	Lex Twp.	Fire-Rekindle	Extinguish	\$0.00	
5/10/2022	185-22	Peck Rd & Babcock	Lex Twp.	Medical-Sick Person	Assess/History/Treat	\$265.00	
5/12/2022	186-22	Lakewood	Worth	Medical-Sick Person	Assess/History/Treat	\$265.00	
5/12/2022	187-22	Huron bay Blvd	Worth	Medical-Cardiac Arrest	Assess/History/Treat	\$265.00	
5/12/2022	188-22	Ben Franklin Dr.	Lex Village	Medical-Chest Pain	Assess/History/Treat	\$0.00	Resident
5/13/2022	189-22	Elm Rd	Worth	Medical-Laceration	Assess/History/Treat	\$265.00	
5/14/2022	190-22	Huron St	Lex Village	Public assist	Assist To CEMS	\$0.00	
5/15/2022	192-22	Aitken Rd	Lex Twp.	Public Assist	Assist To CEMS	\$0.00	
5/16/2022	193-22	Elm Rd	Worth	Fire-Smoke Investigation	Assess	\$1,400.00	
5/17/2022	194-22	Main St	Lex Village	Public Assist	Assist To CEMS	\$0.00	
5/17/2022	195-22	Main St	Lex Village	Fire-False alarm	Disregard	\$0.00	
5/17/2022	196-22	Main St	Lex Village	Medical-Falls	Assess/History/Treat	\$0.00	Resident
5/18/2022	197-22	Peck Rd	Lex Village	Medical-CVA	Assess/History/Treat	\$0.00	Resident
5/19/2022	198-22	Main St	Lex Village	Public Assist	Assist To CEMS	\$0.00	
5/20/2022	199-22	Lakeshore & Harrington	Lex Twp.	medical-Checking	Assess/History/Treat	\$265.00	
5/21/2022	200-22	Main St	Lex Village	Public Assist	Assist To CEMS	\$0.00	
5/22/2022	201-22	main/Simon	Lex Village	Medical-MVC	Assess/History/Treat	\$265.00	Non-Resident
5/23/2022	202-22	Lakeshore & Harrington	Lex Village	medical-falls	Assess/History/Treat	\$0.00	Resident
5/27/2022	203-22	Saratoga Ln	Lex Village	Medical-CVA	Assess/History/Treat	\$0.00	Resident
5/27/2022	204-22	Elm Rd	Worth	Fire	disregard	\$0.00	
5/27/2022	205-22	Main St	Lex Village	Medical-falls	Assess/History/Treat	\$0.00	Resident
5/28/2022	206-22	Kipling Rd	Worth	Medical-Fainting	Assess/History/Treat	\$265.00	
5/30/2022	207-22	Lakeshore & Harrington	Lex Twp.	Fire-gas Leak	Assess/ ventilate	\$1,400.00	
5/31/2022	208-22	Saratoga Ln	Lex Village	medical-Sick person	Assess/History/Treat	\$0.00	Resident

Training was turn-out gear fitting and preparing trucks for Memorial Day. Participated in Croswell and Lexington parades.

Operations Report

Water Department

May-22

6/20/2022

Current Month:

WTP influent total:	10.423	Mil. Gals.
Village water usage:	3.843	Mil. Gals.
Worth Twp. water usage:	3.642	Mil. Gals.
Sanilac Twp. water usage:	1.550	Mil. Gals.
WTP utility water usage:	1.388	Mil. Gals.

Year to date: Jan 22 - Present

Village water usage:	14.798	Mil. Gals.
Worth Twp. water usage:	15.035	Mil. Gals.
Sanilac Twp. water usage:	5.857	Mil. Gals.

Year-ago:

WTP influent total:	10.838	Mil. Gals.
Village water usage:	3.465	Mil. Gals.
Worth Twp. water usage:	4.345	Mil. Gals.
Sanilac Twp. water usage:	1.867	Mil. Gals.
WTP utility water usage:	1.161	Mil. Gals.

	2022	2021		2022	2021
Rain:	3.89"	2.03"	Days	13	10
Snow:	0"	0"	Days	0	0

Work Orders:

Turn-ons or turn-offs	20
Final reads	6
Meter re-reads	1
Curb box repairs	2
Miss Digs	9
Call-ins	2
Distribution repairs	1
MXU's Installed	0
Investigate High Usage	1
Meter Changes	1

Other Projects:

Sanilac Twp. Operations	Miss Digs
Outside Water Sampling	Gielow sampling and surcharge billing
Outside sewer Sampling	New SCADA System
Dissmantle Micro Piping	USDA Planning
Worth Backup Operations	GIS Marking
MHP Meters	Burtchville Interconnection
Lab Recertification	RV Park Easements

May 2022 DPW Work & Projects

DPW Routine Duties Include but not limited to:

Trash Rounds

Building Maintenance

Flower Watering

Equipment Maintenance

Sewer Rounds

Wash and Clean Equipment

Parks Rounds & Bathroom Cleanup

Setup & Collect Sewer Samples @ Gielows for testing

Grass Cutting & Trimming at: Tierney Park, Lester Park, Village Cemetery, Memorial Cemetery, Mobile Home Park, and Various Street and parking Locations.

May 2022 Work Orders:

Mailbox Key Replacement lot 110

Clean Beach @ MHP

Put Flags On Light Poles

Pick up Brush Piles at MHP

Remove Workout Station from Lester Park

Flags to half staff

Put out beach mats

Put up volleyball nets and make new posts

Repair sprinkler heads

New Door at Tierney bathhouse

Other Activities for the Month:

Pick Up Roadkill

Cleaned Sewer Lift Station

Clean up Sticks on Roads

Grave

Put Rack on Tractor for sprayer

Repair Curb Stop

Spray weeds in sidewalk

Work on pump at lagoon

Sweep Streets

Work on Huron Lift

Spray trees at cemetery

Lagoon Discharge

Haul gravel for parking lots

Remove salt spreader and store for summer

Remove Toy box at Tierney beach

Repairs to lagoon Driveway

Roll ball field at Lester

Open Lester Bathrooms

Fix mailbox lot 85

Meet with Amy Kerbyson New LBA Chief

Review lagoon upgrades with engineer

Repair fountain at Lester Park

Repair bench at cemetery

Repair sump pump at cemetery

Cut branches at cemetery

Cremation

Repairs to fish grinder

Playscape Repairs

Repair Curb Stop

Grade Maples & Birch Drive

Install Memorial bench

Put out Benches

Get water cart ready for flowers

Clean Tennis Courts

Projects In Progress:

MHP Meter Installations

USDA Projects

Meter MXU installation

GIS Data Logging

Tree Removal & Trimming

Port Sanilac Water Sales

Asphalt Patching & Greenbush Streets

WTP Lab Recertification

Micro Filter Removal & Sale

WTP SCADA system

**Zoning Administrator Report
Village of Lexington
May 31, 2022**

Outlined below are the activities of the Zoning Office from **April 20, 2022 – May 31, 2022**.

1. Land Use Permits (issued):
 1. Residential – 2
 1. Deck/Patio/Fence- 7209 Lester
 2. Patio- 7356 Lester
 2. Commercial – 0
 3. MHP – 2
 1. Shed- 5203 Main St #167
 2. Driveway- 5203 Main St #64
 4. Industrial –0
2. Land Use Permits Pending or in Discussion
 1. Residential – 1
 1. Fence- 7311 Lake St
 2. Commercial –1
 1. Super Stand- Reconsidering Plans with property
 3. MHP –0
 4. Industrial –0
3. Sign Permits – Issued - 0

Handled several meetings and phone calls servicing various inquiries and answering a variety of questions, including communications and/or meetings with:

- 5573 Washington - Variance for Fence
 - 5628 Washington- Fence
 - Trinity Episcopal- Sign
 - Several Short Term Rental discussions and research on if a parcel is able to be a STR
4. Blight-
 1. Five issued violations for overgrown grass

*Short Term Rental approved for 5795 Main St.

VILLAGE OF LEXINGTON
Planning Commission Regular Meeting
Village Hall
7227 Huron Avenue, Lexington, MI
May 2, 2022

Regular Meeting called to order at 7:00 p.m. by Chairman Ziegler

Roll Call: Vicki Scott, Clerk

Present: Picot, Stencel, Macksey, McCombs, Fulton, Ziegler, (Morris @7:02 p.m)
(Kaatz @7:06 p.m.)

Absent: Huepenbecker

Others Present: A. Sutton, L. Adams, P. Muoio, D. Zielinski, D.Picot,
Huepenbecker (on phone), James Gresock, and 2 residents

Approval of Agenda:

Motion by Macksey, seconded by McCombs, to approve the agenda as presented.

All ayes

Motion carried

Approval of Minutes:

Motion by Picot, seconded by Stencel, to approve the minutes of April 4, 2022, as presented.

All ayes

Motion carried

Public Comment: None

**Morris arrived at 7:02 p.m.

Zoning Administrator's Report:

Sutton explained the zoning administrator's report. Stencel asked about the STR on Dallas St. and where we are with the Superstand. Sutton answers questions.

Motion by Picot, seconded by Morris, to accept the zoning administrator's report.

All ayes

Motion carried

**Kaatz arrived at 7:06 p.m.

Old Business:

1. Discuss and revise the Auburn Hills Electric Vehicle Charging Station Ordinance to fit Lexington -

Picot explained we should be getting ahead of this earlier rather than later. Auburn Hills has done a great job with their EV ordinance. Picot asked the board if everyone is on board on moving forward with creating this ordinance. Board agreed to look into this. Kaatz suggested having a location before creating an ordinance. Lengthy discussion follows on location and who would be responsible for these EV charging stations. Macksey asked what the Council's position was on this issue. Fulton explained the

Council asked to look into funding. Kaatz asked where this fits in with our Master Plan. Discussion follows. Morris explained if we don't create an ordinance, we could end up with a situation of too many EV stations with limiting parking. Kaatz asked if this is the best use of planning funds. Picot explained it will be more costly if we don't get in front of this. Kaatz explained the Council's position was for Planning to look into identifying funding sources for EV charging stations. Discussion follows. Picot suggested moving forward with reviewing Auburn Hills ordinance. Discussion follows on Auburn Hills ordinance. Morris asked to have the Auburn Hills ordinance sent to him electronically. Board members agree to put this item on June's agenda.

New Business:

1. Motion to approve PC budget proposal for request -

Picot explained the attached recommended 2022-2023 budget. The zoning administrator's hours and wages were incorporated in this budget. Discussion follows.

Motion by Morris, seconded by Stencel, to amend the line item of contract services to \$1,000.00 for a total proposed budget of \$26,550.00.

Roll call:

Ayes: Morris, Stencel, Fulton, Picot, Kaatz, McCombs, Macksey, Ziegler

Nays:

Motion carried

2. Appoint training officer –

Motion by Ziegler, seconded by Picot, to appoint Jamie McCombs as training officer.

Roll call:

Ayes: Ziegler, Picot, Stencel, Fulton, Morris, Kaatz, Macksey, McCombs

Nays:

Motion carried

3. Gresock land use permit –

Gresock asked for a reapproval of the original land use permit which expired due to covid. The permit was for increasing the square footage of the house. Discussion followed on the sketch that was submitted with the new permit. Planning commission asked for a new drawing showing the proper dimensions with setbacks on what is being proposed before any approval process. Sutton explained the recommendation of our professional planner states this has to come back to the Planning Commission for review before approval.

Ziegler explained the hand out tonight is for a training opportunity for anyone on the board who is interested.

Public Comment

- David Zielinski commented on the EV charging stations and electric bikes.
- Peter Muoio commented on locations for EV charging stations.
- Larry Adams commented on Tesla EV charging stations.
- Dave Picot commented on the survey results.

Adjournment - Motion by Picot, seconded by Morris, to adjourn at 8:52 p.m.

Respectfully submitted,
Vicki Scott

**Lexington Cemetery Board Meeting
7227 Huron Avenue
Lexington, MI 48450
May 11, 2022 Minutes**

Call to order at 10:00 a.m. by Richard Stapleton

Roll Call

Present: Stapleton, Albertson, Davis

Absent: None

Others present: Michelle Irwin, Sue Haron, David Zielinski and Allie Sutton (Interim Village Manager-arrived at 10:04)

Public Comment – David Zielinski commented on other boards looking for porta potties.

Approval of Agenda – Motion by **Davis**, seconded by **Albertson**, to approve the Agenda as presented.

All ayes

Motion carried

Approval of Minutes- Motion by **Albertson**, seconded by **Stapleton**, to approve the minutes from April 13, 2022 as presented.

All ayes

Motion carried

Reports

- 1. Financials** – Review and discussion about the financials. Stapleton thanked Zielinski for his donation to the waterline project. Questioned if there is an ability with Village accounting to carry over donations line item from year to year.
Motion by **Albertson**, seconded by **Davis**, to approve the financials as presented.
All ayes
Motion carried.
- 2. Operational** – Sexton Report HO- Two burials since the last meeting, all full burials, there is one upcoming this week. There are 8 pending lot sales and another bench is pending in the Regan section. Two donations came in for the waterline project. Spring clean-up is May 21, 2022. Haron is having a plant sale at her home May 13th and 14th with the proceeds going to the water line project.
- 3. Project Updates** – Review of the Project update list. Haron discussed that the Chapel will open for tours after the Memorial Ceremony. Committee discussed inviting Council to a private tour, invitations will be sent out. The date is set for Tuesday, May 31, 2022. The chapel will be cleaned as part of the spring clean-up this year. Stapleton to look into replacing light bulbs.

Business:

1. Chapel Projects-

- A) Roof Update-** Roof is complete. Committee thanks Stapleton for his work on this project.
- B) Flower Beds-** Stapleton priced out mulch, and decided it was more cost-effective and less labor-intensive to use Northshores.
- C) Electrical Outlet-** Outlet has been installed.
- D) Porta John-** The Porta John will arrive on May 14, 2022.

E) Furnace Replacement- Asbestos was located in the old furnace. Bids have been obtained in regards to the replacement of the aging furnace. HO of bids obtained from four heating and cooling companies one company included installation of a new furnace and asbestos abatement. Stapleton is waiting to hear back from two other asbestos abatement companies. Discussion about the HO. Motion by **Albertson**, seconded by **Davis** to recommend Jack's Heating and Cooling to include the furnace installation and asbestos removal not to exceed \$8,500.

Roll call vote: Stapleton -yes
Davis- yes
Albertson- yes

F) Hot Spot- Discussion about getting a hot spot. Davis explained that when she tested her Verizon hot spot throughout the Chapel it worked well even using a video camera. Compared the cost of service and products. Sutton to check with the treasurer in regard to adding to contracts. Will discuss options next meeting.

2. Headstone Repair – Coburn is going to continue to service our cemetery when his health allows. Stapleton provided names of others that may be able to provide service if necessary.

3. First Cut FY 2022-23 Budget- Stapleton HO, discussed the budget and need for stain glass to be included in future budget and fundraising.

Public Comment – Zielinski asked if the mobile hot spot had to be hard wired, and discussed some other options for the board to look at.

Adjournment: Motion by **Albertson**, seconded by **Davis**, to adjourn 11:30 a.m.
All Ayes
Motion carried.

Respectfully submitted:
Michelle Irwin, Recording Secretary

**VILLAGE OF LEXINGTON
DOWNTOWN DEVELOPMENT AUTHORITY
INFORMATIONAL/REGULAR MEETING
Village of Lexington – 7227 Huron Ave., Lexington, MI
May 11, 2022 @ 5:00 p.m.**

CALL TO ORDER INFORMATIONAL MEETING: 5:05 p.m.

ROLL CALL: by Vicki Scott

PRESENT: Adams, Bales, Yankee, VanDyke, Westbrook, Drouillard

ABSENT: Bender, Kaatz, Stencil, Blaesing

OTHERS PRESENT: A. Sutton, S. McCoy, S. Stencil, L. Jackson, J. Huepenbecker, 1 resident

PURPOSE: To inform the public of goals and direction of the Authority, including upcoming projects. Yankee provided a power point presentation. Yankee provided a synopsis of the DDA. Yankee discussed some of the activities over the last year including; manage the streetscape improvements, seasonal flowers, holiday light pole decorations, bench refurbishment, providing façade grant improvements, as well as helping with a new website. Possible future projects; having a welcome center, and continuing with façade grants.

PUBLIC COMMENT:

- Peter Muoio commented on the possibility of supporting the Parks & Rec Community.

CLOSE INFORMATIONAL MEETING: 5:09 pm.

CALL TO ORDER: Chairperson Yankee called the meeting to order at 5:10 pm.

ROLL CALL: by Vicki Scott

PRESENT: Adams, Bales, Yankee, VanDyke, Westbrook, Drouillard

ABSENT: Bender, Kaatz, Stencil, Blaesing

OTHERS PRESENT: A. Sutton, S. McCoy, D. Zielinski, D. Picot, L. Jackson, J. Huepenbecker, S. Fox,
1 resident

APPROVAL OF AGENDA:

MOTION by VanDyke, seconded by Westbrook to approve the agenda as amended moving #5 under New "Business Lexington Arts Council Request" up to #3 and adding under New Business #4 Training Seminar MDA.

All Ayes

Motion carried.

APPROVAL OF MINUTES

MOTION by VanDyke, seconded by Drouillard to approve the April 13, 2022, minutes as presented.

All Ayes

Motion carried.

PUBLIC COMMENT: None

REVIEW OF FINANCIAL INFORMATION:

MOTION by Drouillard, seconded by Adams to approve the financials as presented.

Roll Call:

Ayes – Drouillard, Adams, Westbrook, VanDyke, Yankee, Bales

Nays – None

Motion carried

UNFINISHED BUSINESS:

- 1. Facade Grant Application Update** – Yankee provided a proposed updated Façade Grant Application. Yankee explained the changes that were made. The biggest change would be the 3-tiered program. Discussion follows.

MOTION by VanDyke, seconded by Drouillard, to approve the updated guidelines and application with the addition of the design guidelines link being added.

Discussion

AMENDED MOTION by VanDyke, seconded by Drouillard, to approve the updated guidelines and application with the caveat of adding the catchall language at the end of the requirements.

Discussion

Roll Call:

Ayes – VanDyke, Drouillard, Westbrook, Adams, Bales, Yankee

Nays – None

Motion carried

- 2. TIF/Boundary Expansion Update** – Yankee explained we hired Chris Townley to rewrite the legal language to match the expansion. Chris had questions for Carmine from CIB Planning. Carmine is making 2 minor changes. We hope to have this ready to go to Council very soon. Discussion follows.

- 3. Keel Marketing Proposal** – VanDyke explained this is an e-magazine that could help promote tourist and business attraction for Lexington. This marketing tool would be for a trial period of 10 months to see how many people we can reach regionally. VanDyke explained this e-magazine is a league ahead of placing walking maps in rest stops for advertising. We can use content from this on our website as well. Discussion follows.

MOTION by Drouillard, seconded by Bales to accept this 10-month proposal without auto renewing and at the end of the 10-months we will revisit it for a total cost of \$5,000.00.

Discussion

Roll Call:

Ayes – Drouillard, Bales, Westbrook, Adams, Yankee, VanDyke

Nays – None

Motion carried

4. **Training Seminar MDA** – Yankee asked the Board to approve more training sessions through MDA at \$35.00 per session. Per our by-laws we are required to have 4 hours of training per year. These sessions can be shared with the entire Board as well. Discussion follows.

MOTION by Drouillard, seconded VanDyke to approve up to \$150.00 for training sessions by MDA.

Discussion

Roll Call:

Ayes – Drouillard, VanDyke, Bales, Yankee, Adams, Westbrook

Nays – None

Motion carried

NEW BUSINESS:

1. **Business Application/Registration** – Yankee explained this form is for review only. Sutton explained the DDA was asked to review this. Discussion follows. Board members agreed the form looks good.

2. **Façade Grant Application for Fish Cleaning Station** – Yankee explained Ron Cutler filled out the paperwork. This is Village owned property. They are asking for \$4,100.00 as the total cost of the project is \$8,200.00. The labor is being donated. Discussion follows.

MOTION by VanDyke, seconded by Bales, to approve the façade application for \$4,100.00.

Roll Call:

Ayes – VanDyke, Bales, Yankee, Drouillard, Westbrook, Adams

Nays – None

Motion carried

3. **Lexington Arts Council Request** – Yankee explained in the past we have granted \$5,000.00 to the Lexington Arts Council for music in the park. This year the request is for \$7,000.00. Board members ask for clarification on the additional funds being requested. Liz Jackson explained we are having 9 concerts this year as opposed to 8 last year. We also have additional music for the Bach Festival this year. Discussion follows.

MOTION by Drouillard, seconded by VanDyke, to approve the \$7,000.00 grant request from Lexington Arts Council.

Roll Call:

Ayes – Drouillard, VanDyke, Adams, Westbrook, Yankee, Bales

Bales explained this will come out of the donation line item and not the grant line item.

**** VanDyke leaves at 6:25 p.m.**

MOTION by Drouillard, seconded by Adams to adjourn the meeting at 6:25 p.m. due to not having a quorum.

All Ayes

Motion carried

Respectfully submitted,
Vicki Scott
May 11, 2022

**VILLAGE OF LEXINGTON
DOWNTOWN DEVELOPMENT AUTHORITY
SPECIAL MEETING
Village of Lexington – 7227 Huron Ave., Lexington, MI
May 16, 2022 @ 5:00 p.m.**

CALL TO ORDER: Chairperson Yankee called the meeting to order at 5:00 pm.

ROLL CALL: by Vicki Scott

PRESENT: Adams, Bales, Kaatz, Yankee, Westbrook, Drouillard

ABSENT: Bender, Stencil, Blaesing, VanDyke

OTHERS PRESENT: A. Sutton, S. McCoy, J. Huepenbecker, L. Jackson

APPROVAL OF AGENDA:

MOTION by Drouillard, seconded by Bales, to approve the agenda as presented.

All Ayes

Motion carried.

PUBLIC COMMENT:

- Liz Jackson thanked the DDA for the grant donation last week. Liz explained the total cost for Music in the Park and Bach is \$16,250.00 for 9 weeks.

BUSINESS:

1. **Budget Amendments** – McCoy explained she has trued up the numbers on each line item. We will have to wait on the DDA grant line item until next month to see if any applications come in. I will need to true up that line item by June 17th, 2022, as I have to have our final budget ready by that week. Discussion follows on the music/speaker line-item invoices. Kaatz suggested to plan for inflation next year. Kaatz explained we need to discuss the contracted services by the Village. It has been \$20,000.00 in the past. This amount needs to be looked into as it is not enough. Yankee explained the DDA needs to be billed exactly like other entities. Kaatz explained the Parks & Rec budget pays for the materials and clean up after all events which doesn't seem fair. Discussion follows on a solution to this issue. Kaatz explained the DDA could be billed for exactly what was done by DPW. Sutton explained the number is approximately \$55,000.00 yearly billed by DPW for all events. Drouillard asked about the contract for the Agri-Valley internet. Drouillard will look into this for next month.

MOTION by Adams, seconded by Drouillard, to approve the budget amendments as presented.

Roll Call:

Ayes: Adams, Drouillard, Westbrook, Bales, Kaatz, Yankee

Nays: None

Motion carried

**Stencil arrived at 5:27 p.m.

2. **2022-2023 Budget** – McCoy explained the chart of accounts will be changing next year. Yankee asked if we should combine contracted services with DPW. Bales asked about administrative reimbursement and contracted services. McCoy explained administrative reimbursement is for the Sutton and McCoy's time. The admin reimbursement is a flat percentage. Drouillard

explained the current internet does not work well on the streets. Drouillard will look into when the contract ends.

Yankee looks into where we are going to pull the additional funds for the DPW services. Board members discuss each line item; \$6,000.00 for administrative reimbursement, \$500 for supplies, \$1,000.00 for training, \$12,000.00 for Christmas supplies, \$10,000.00 for internet, \$1,500.00 for music, \$15,000.00 for advertising/publications, \$500.00 for legal, \$10,000.00 for contracted services, \$55,000.00 for DDA services provided by Village, \$10,000.00 for Landscaping maintenance, \$30,000.00 for DDA Grants, \$7,500.00 for donations.

MOTION by Kaatz, seconded by Adams, to approve the recommended budget for 2022-2023 fiscal year at \$158,900.00 as presented

Roll Call:

Ayes: Kaatz, Adams, Westbrook, Stencel, Drouillard, Yankee, Bales

Nays: None

Motion carried

- 3. Moore Public Library Grant Request** – Yankee explained we have already committed \$10,000.00 in 2020 toward the library project. They are requesting an additional \$10,000.00. However, they want the total of the \$20,000.00 up front because they are seeking a grant from the State. The State wants support from the local government. Huepenbecker explained we are applying for a RAP grant. We have received almost \$400,000.00 in contributions plus we have the money we already paid for the building. The library budget donated \$100,000.00. Discussion follows. Kaatz asked if the townships have contributed anything. Huepenbecker explained we have not asked the townships. Yankee asked if we could write a letter of support for the project. Huepenbecker answered yes letters of support would be welcome. Bales clarified this would be a donation not another façade grant. Kaatz explains this would be setting a precedence going forward. Discussion follows.

MOTION by Kaatz, seconded by Drouillard, to write a letter of support.

Discussion

Roll Call:

Ayes: Kaatz, Drouillard, Westbrook, Yankee

Nays: Bales, Adams, Stencel

Motion carried

CORRESPONDENCE: None

PUBLIC COMMENT: None

ADJOURNMENT:

MOTION by Kaatz, seconded by Drouillard to adjourn the meeting at 6:08 pm.

All Ayes

Motion carried.

Respectfully submitted,

Vicki Scott

May 16, 2022

VILLAGE OF LEXINGTON ENVIRONMENTAL COMMITTEE MEETING

Village Hall, Lexington, MI 48450

MAY 12, 2022

APPROVED

1. **CALL TO ORDER:** Chairperson Davis called the meeting to order at 10:00 AM.

2. **ROLL CALL:** Present: Cindy Davis, Joanne Adams, Jeannine Wypasek, Jamie McCombs, Ed Jarosz
Absent: Marti McClelland, Sue Pomilia
Others: Allie Sutton, Dave Zielinski, Judy Vandewarker, Recorder

3. **PUBLIC COMMENT:** None

4. **APPROVAL OF AGENDA:** Jerosz, supported by Adams, and carried with all ayes, moved to approve the agenda after adding as item 6.h, McCombs request to discuss education requirements.

5. **APPROVAL OF MINUTES:** Minutes of the meeting of 4/14/2022 were approved on a motion by Jarosz, supported by Adams, and carried with all ayes, after Wypasek corrected Item 7 to state that bulbs will be added to the Bio-Swale Gardens to add color when appropriate.

6. UNFINISHED BUSINESS:

6a. Budget.

The budget was reviewed. We began last year with \$8,000 and had planned to request \$10,000 for fiscal year 2022/2023. However, after further discussion and a review of the project list, Jarosz moved to increase the Budget request to \$15,000. Adams seconded the motion which passed with all ayes, to cover projects that need to be funded including:

- Expenses related to an Urban Gardner
- Expand Arbor Day/Earth Day festivities (perhaps working with Parks & Rec)
- Plant more trees
- Begin a Tree Nursery
- Repair of signage
- Design a tree survey
- Match grants
- Contract services

6b. Arbor Day Recap, April 29, 2022

- Display in library window, coordinating work with the library staff
- Planting of Red Bud tree
- Proclamation
- Flyers posted around town and on web-site
- Distribution of 100 Norway Spruce seedlings from the Blue Water Conservation District
- Purchase of 1 adult and 1 children's book donated to the library
- Fun activities for the children.

6c. Urban Gardner Committee

With the \$2,000 left in the budget this year we hoped to obtain some help to care for the trees this summer. However, there is not time remaining in this fiscal year, so the committee is requesting to have those funds left in our account at fiscal year end for the sole purpose of funding such work yet this fiscal year. The committee also plans to write a job description and explore avenues to get this work done in any way possible, including drafting voluntary help from area students. Sutton offered to investigate some sources for student volunteers.

6d. Bio-Swale Phase 2 Update:

Wypasek reported she has the plants, which must be hardened up before planting. However, Canadian Thistle has invaded one of the gardens, which must be removed before anything else is done. She will look into the issue. Jarosz suggested making a generic weed killer to get rid of it.

6e. Long and Short Term Tree Plan: Next month the Tree Map Committee of Adams, Wypasek, and McClelland (if she's willing), plan to do a field trip with Chris Heiden to review the tree plan for Simons Street. Davis suggested working in quadrants. They envision a tree map for the entire village eventually, including Lester Street Park and renumbering the trees.

6f. Tree Nursery:

Suggestions for a location included near the lagoons, the community gardens and the mobile home park. Davis suggested planting twelve trees to start, and asked that everyone take a look at those location possibilities.

6g. Simons Street Utilities Project

Meet here for a short regular meeting at 10 AM on Thursday, June 9th. Using golf carts we'll tour the area with Chris Heiden.

6h. Education: Sutton said there are no educational requirements for the

Environmental Committee members at this time.

7. Budget Discussion 2022-2023: Discussed above

8. Website Information: Sutton will post pictures from Arbor Day and other items of interest submitted to her.

9. Correspondence - None

10. Public Comment: Dave Zielinski introduced himself as a new member of the Lexington North Shores Mobile Home Park Advisory Board.

11 Adjournment: Motion by Wypasek, second by Adams to adjourn at 11:15 AM, passed with all ayes.

Respectfully submitted:

Judy Vandewarker, Recorder

May 25, 2022

LEXINGTON NORTH SHORES MOBILE HOME PARK
ADVISORY BOARD MEETING MINUTES
6:00 PM THURSDAY, 5/12/2022 - CLUBHOUSE

APPROVED

CALL TO ORDER: By Chairperson Judi Resk at 6:00 PM

PLEDGE OF ALLEGIANCE TO THE FLAG: Members and audience

ROLL CALL:

Present: Judi Resk, Peggy Moran, Ed Jarosz, Tracy Zysk, David Zielinski

Absent: Kathy DeCoster

Others: Allie Sutton, several Residents, and Judy Vandewarker, Recorder

APPROVAL OF MINUTES: Minutes of the meeting of 4/14/2022 were approved as presented, on a motion by Moran, seconded by Zielinski, and carried with all ayes.

APPROVAL OF AGENDA: The agenda was approved as presented, on a motion by Zysk, seconded by Moran, and carried with all ayes.

PUBLIC COMMENT: None

BOARD COMMENT: None

BUSINESS

Chief of Police update on Fence Issue - Resk reported she spoke with the Police Chief who told her that although there have been no accidents reported, he is willing to do a traffic study on exiting the park at the south entrance, but there would be a cost involved. He sent the section of the Michigan Vehicle Code on Stop Signs which was included in the agenda packets.

Playground Equipment

Resk said she's been working with Jackie Hill on an RFP for new playground equipment. They have a bid which covers the recommended updates and requirements and plan to get at least two more bids on the same equipment from other vendors. There will be a meeting scheduled once the RFPs have been received, before a decision is made.

Project Update

- Power washing of the clubhouse and fence has been scheduled by the DPW. Resk agreed to ask DPW about using chemicals to get it clean.
- Moran spoke with the Corrections Officer about making use of a work crew to assist DPW to repair and paint the stairways to the beach
- The Mobi-mat purchase may qualify to become part of a larger project.

General Update Information

Resk asked Jackie Hill, who has been working with the Budget Committee on ways to fund improvements to the park, to explain their recommended approach to this issue. Hill said more discussion will take place at the Budget Workshop on May 18. Hill outlined their ideas, using "budgeting logic" on the accounts. Motion by Jarosz, supported by Moran, and carried with all ayes, to accept the recommendation of the budget committee.

PUBLIC COMMENT:

- Would like to see target dates and completion dates on projects
- Volley ball net needs to be set up for the season
- Work on trees needs to be finished soon before the park gets busy
- Someone cut thorny brush and left it by the beach.
- Streets need major repairs
- Playground equipment has been on the list for years
- Can the Help Wanted notice for Park Superintendent be shared?
- The Park's Association meeting is Saturday, 5/28, at 11:00 AM

BOARD COMMENT - Jarosz:

- The Help Wanted notice for Park Superintendent can be shared on-line.
- Volley ball net will be set up
- Streets in the park are village streets and need to be repaired
- Purchase 3 large quality trash cans and label with decals for beach entrances
- DPW will clean up the brush.

ADJOURNMENT: Meeting was adjourned at 6:35 PM on a motion by Jarosz, seconded by Moran, and carried with all ayes.

Next Meeting: 6:00 PM Thursday, June 9, 2022, in the Club House.

Respectfully submitted:
Judy Vandewarker, Recorder

5/13/2022

**VILLAGE OF LEXINGTON COUNCIL GIVES NOTICE
of
MEETINGS TO BE HELD IN THE MONTH of
JULY
2022**

The following meetings will be held in the Council Chambers, at the Village Hall 7227 Huron Avenue, Lexington, MI 48450, 810-359-8631.

<u>GROUP</u>	<u>DATE</u>	<u>TIME</u>
PARKS AND RECREATION	11	6 P.M.
PLANNING COMMISSION	12	7 P.M.
CEMETERY	13	10 A.M.
DDA	13	5:30 P.M.
ENVIRONMENTAL	14	10 A.M.
MHP ADVISORY BOARD – MHP CLUBHOUSE	14	6 P.M.
PUBLIC HEARING/REGULAR COUNCIL	25	7 P.M.

POSTED: MOORE LIBRARY
VILLAGE HALL
JEFF'S MARKETPLACE
LEXINGTON NORTHSHORES MHP

Persons with disabilities needing assistance should contact Vicki Scott 8-4pm/ 3 days prior to the meeting. An attempt will be made to make reasonable accommodations.

VAS6212022