

# MONTHLY COUNCIL MEETING

Council Chambers 7227 Huron Avenue, Lexington, MI 48450

## AGENDA

**DATE OF MEETING:** MONDAY, AUGUST 28, 2023  
**TYPE OF MEETING:** REGULAR COUNCIL MEETING  
**TIME OF MEETING:** 7:00 P.M.

### PLEDGE OF ALLEGIANCE

### CALL TO ORDER / REGULAR COUNCIL MEETING

### ROLL CALL BY CLERK

### ATTENDANCE

### PUBLIC COMMENT

### APPROVAL OF AGENDA

### BUSINESS: Pages 1- 66

### ADMINISTRATION

- A. **EVANS EHARDT** – COUNTY COMMISSIONER'S REPORT
- B. **CYNTHIA CUTRIGHT** – PROJECT MANAGER'S REPORT
- C. **MINUTES** - Motion to approve the minutes of the Regular Council Meeting July 24, 2023, as presented.
- D. **INVOICE – FLETCHER FEALKO SHOUDY & FRANCIS, P.C.** – Motion to approve the payment of \$2280.00 to Fletcher Fealko Shoudy & Francis, P.C. - \$900.00 from the General Fund, \$885.00 from the Mobile Home Park Fund, and \$495.00 from the Harbor Project.
- E. **SANITARY SEWER SYSTEM BOND ORDINANCE** – Motion to adopt the Sanitary Sewer System Bond Ordinance #2023-08-28 authorizing the USDA loan in the amount of \$6,922,000.00 as presented.
- F. **WATKINS ROSS CONTRACT** – Motion to approve the contract with Watkins Ross for OPEB reporting requirements as presented.
- G. **CREDIT CARD PROCESSING** – Motion to approve integrating the Point & Pay System as recommended by the Village Manager.
- H. **RFP FOR IT SERVICES** – Motion to approve the RFP for IT Services as presented.
- I. **DTE DONATION** – Dennis Klaas
- J. **PUBLIC HEARING** – Motion to set a Public Hearing on Monday, September 25, 2023, at the regular Council Meeting set for 7:00 p.m. for the purpose of introducing a draft ordinance under Article III Section 34-80 Regulation of overflowing trash around dumpsters with fines recommended by the Zoning Administrator.
- K. **RESIGNATION** – Motion to accept the resignation of Marty McClelland from the Environmental Committee.
- L. **BEAUTIFICATION PROJECT UPDATE** – DeCoster

### CEMETERY: Page 67- 86

- M. **CHAPEL STAINED GLASS WINDOW COVERING PROPOSAL** – Richard Stapleton
- N. **CEMETERY POLICIES** – Motion to approve the cemetery policies as recommended by the Cemetery Board.

### PLANNING: Page 87

- O. **FEE FOR APPEALING TO THE ZBA** – Motion to approve a \$200.00 fee for appealing to the ZBA recommended by the Planning Commission as follows:
  - \$200.00 fee with an exemption for residents who can verify they are at or below 200% poverty level.

**MOBILE HOME PARK: Pages 88-117**

- P. **MOBILE HOME PARK LEASE** – Motion to approve the 2023 Lease as presented.
- Q. **MOBILE HOME PARK RULES AND REGULATIONS** – Motion to approve the attorney reviewed 2023 Rules and Regulations as presented.
- R. **MOBILE HOME PARK ONE YEAR FREE RENT PROMOTION** – Motion to approve the new one year free rent promotion agreement as presented.
- S. **MOBILE HOME PARK BILLING & WRITE OFFS** – Motion to stop billing Lot #124, Lot #220, and Lot #73. Motion to write off the balance for Lot #124 (\$15,234.76), Lot #220 (\$16,381.76), and Lot #73 (\$7,127.22).
- T. **MOBILE HOME PARK DEPOSIT REFUNDS** – Motion to approve the deposit refund in the amount of \$370.62 to Sandra Jeske (Lot #54). Motion to approve the deposit refund in the amount of \$323.00 to Carrie Beauchamp (Lot #40). Motion to approve the deposit refund in the amount of \$361.00 to Brandon Schwerin (Lot #117). Motion to approve the deposit refund in the amount of \$370.62 to Michele Cuppen (Lot #145).

**FINANCIAL REPORTS: Pages 118-157**

Motion to approve the check register in the amount of \$139,089.36 check numbers 37988 through 38043, and the financial reports as presented.

**REPORTS/ MINUTES/MONTHLY SCHEDULE: Pages 158-182**

- VILLAGE PRESIDENT'S REPORT
- VILLAGE MANAGER'S REPORT
- POLICE REPORT
- FIRE DEPARTMENT REPORT
- OPERATIONS
- DPW PROJECT
- ZONING REPORT
- MHP REPORT
- CEMETERY
- DDA
- ENVIRONMENTAL
- MOBILE HOME PARK
- PARKS & REC
- PLANNING
- SEPTEMBER MEETING SCHEDULE

**CORRESPONDENCE** - Invitation from Arts Council

**PUBLIC COMMENT**

**COUNCIL PERSON COMMENTS**

**ADJOURNMENT**

# Project Manager Report

August 2023

August has seen a whirlwind of activity for the projects happening in the Village of Lexington. The sewer infrastructure project has a closing date of September 6, with a pre-construction meeting with contractors immediately following. From that meeting, we will better be able to determine timeline of the project.

As stated last month, the water project was bid significantly overbudget. In working with Utility Manager Chris Heiden and Townley Engineering, it has been determined we will split the water project into two phases, addressing our more critical needs in Phase I. We are currently investigating the Village's ability to offer funding to a portion of the Phase I project and will be asking USDA for a subsequent loan for the remaining amount. Phase II would entail a new application to USDA, which will be looked into after securing funding and closing on Phase I.

The Harbor Project saw two days of engagement on August 8 and 9 as part of the kick-off meetings led by Edgewater Resources. Meetings were held with a variety of stakeholders, including a very well-attended public session on the evening of August 8. Edgewater now is compiling notes and will bring updated conceptual drawings, further questions, and receive feedback from the Steering Committee through September. Edgewater will return in late-September/early-October for another public engagement session as we continue to narrow down ideas for the uplands work.

Regarding the bluff restoration project, I continue to look for grant opportunities to assist the Village with funding this project while the Village Manager determines a budgeting strategy to address the restoration.

Sanilac County has accepted the funds for the demolition grant provided by the State of Michigan to counties across the state. These funds could be applied for by the Village of Lexington to address the recently acquired property at 7219 Huron Avenue. I continue to work with Carl Osentoski from the Sanilac & Huron Economic Development Corporation on this project. He has assured me that the Village is on his list for communities with specific interest in these funds. Carl is currently working with the MEDC to determine what hazardous material assessment is needed for the properties being targeted and a best way to get this work done. I hope to have more information in September.

Respectfully submitted,

Cynthia Cutright  
*Projects Manager, Village of Lexington*

**The Village of Lexington Common Council held a Regular Council Meeting Monday, July 24, 2023 in the Council Chambers at 7227 Huron Avenue, Lexington, MI 48450**

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

**Pledge of Allegiance** led by President Kristen Kaatz

**Roll call taken by** Clerk Vicki Scott

**Present:** Gresock, Adams, Muoio, Morris, Klaas, DeCoster, Kaatz

**Absent:** – None

**Others present:** L. Fisher, C. Cutright, E. Ehardt, and 18 citizens

**ATTENDANCE –**

**PUBLIC COMMENT –**

- David Revosky (Lot #48) – requested for a formal update regarding the bluff grant.
- Doug Roehl (5410 William Dr.) – commented on changing the proposed language for the dumpster ordinance change and what interest rates the Village is receiving on all Village funds.

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

All ayes

Motion carried

**BUSINESS**

**ADMINISTRATION**

**A. EVANS EHARDT –** (County Commissioner) – Ehardt asked for feedback on how the Social District was working out as other communities are looking into it as well.

**B. CYNTHIA CUTRIGHT –** Cutright explained we have received all bids back for the sewer portion of the USDA project. The sewer bids came in under budget. The engineering recommended bids are in the packet tonight. This will put us one step further in closing the loans. The water bids came in over budget. We are looking into breaking that portion down into two phases. We will continue working with USDA on this. I should have a better update in August on the water portion. As far as the Harbor, the steering committee had their first meeting via webinar in July with Edgewater Resources. On August 8, 2023 at 7:00 p.m. at the Village Hall we will be having a public townhall meeting on the Harbor Redevelopment project. Unfortunately, we did not receive the bluff grant through EGLE. Chris Townley is still working on this. We will be setting up a meeting with EGLE.

**C. MINUTES –** Motion by Gresock, seconded by Adams, to approve the minutes of the Regular Council Meeting of June 26, 2023, as presented.

All ayes

Motion carried

Motion by Morris, seconded by Muoio, to approve the minutes of the Special Council Meeting of July 5, 2023, as presented.

All ayes

Motion carried

Motion by Klaas, seconded by Adams, to approve the minutes of the Special Council Meeting of July 10, 2023, as presented.

All ayes

Motion carried

Motion by Gresock, seconded by Muoio, to approve the minutes of the Special Council Meeting of July 17, 2023, as presented.

All ayes

Motion carried

**D. INVOICE – FLETCHER FEALKO SHOUDY & FRANCIS, P.C.** – Motion by Morris, seconded by DeCoster, to approve the payment of \$1,035.00 to Fletcher Fealko Shoudy & Francis, P.C. - \$585.00 from the General Fund, \$270.00 from the Zoning, and \$180.00 from the Mobile Home Park Fund. Discussion: Manager to double check invoice on retirement agreement.

Roll Call

Ayes- Morris, DeCoster, Klaas, Muoio, Adams, Gresock, Kaatz

Nays- None

Motion carried

**E. LAGOON SLUDGE REMOVAL** – Motion by Morris, seconded by Gresock, to accept the recommendation from Townley Engineering and award the bid to Bio Tech Agronomics, Inc. in the amount of \$324,770.00 for the Lagoon Sludge Removal project subject to approval of USDA Rural Development funding.

Roll Call

Ayes – Morris, Gresock, DeCoster, Klaas, Adams, Muoio, Kaatz

Nays – None

Motion carried

**F. SANITARY SEWER REHABILITATION** – Motion by Morris, seconded by Gresock, to accept the recommendation from Townley Engineering and award the bid to SAK Construction, LLC in the amount of \$1,577,160.00 for the Sanitary Sewer Rehabilitation project subject to approval of USDA Rural Development funding.

Roll Call

Ayes – Morris, Gresock, DeCoster, Klaas, Muoio, Adams, Kaatz

Nays – None

Motion carried

**G. SANITARY SEWER IMPROVEMENTS** – Motion by Morris, seconded by Klaas, to accept the recommendation from Townley Engineering and award the bid to Boddy Construction Company in the amount of \$3,503,266.68 for the Sanitary Sewer Improvements project subject to approval of USDA Development funding.

Roll Call

Ayes- Morris, Klaas, DeCoster, Muoio, Gresock, Adams, Kaatz

Nays- None

Motion carried

**H. CITY OF CROSWELL EMS 2023-2024 CONTRACT & INVOICE** – Motion by DeCoster, seconded by Adams, to approve the payment of \$39,733.00 to the City of Croswell for EMS contracted services as presented.

Roll Call

Ayes- DeCoster, Adams, Klaas, Morris, Muoio, Gresock, Kaatz

Nays – None

Motion carried

**I. PROPERTY BOUNDARY DISCREPANCY AT TIE DOWN LOT** – Denny Klaas explained after meeting the with property owner at the Village Pub it was discovered their dumpster is located on Village Property. Klaas handed out a map showing the Village property lines. Klaas asked the Council how they wish to proceed. Discussion followed. Kaatz suggested the Village Manager, Zoning Administrator, and attorney sort this out. Board agreed and will continue to get updates.

**J. CAPITAL IMPROVEMENT PLAN UPDATE** – Lori Fisher will work on updating the current plan that is in place. Kaatz thanked Sheila Klaas for volunteering from Council.

**K. GOAL SETTING FOR VILLAGE MANAGER** – Kaatz explained we need to pick a date for a study session to set up goal setting for the Village Manager. Board members agree to set up a study session for August 22, 2023 at 7:00 p.m.

**L. FIRE EQUIPMENT GRANT PROGRAM APPLICATION UPDATE** – Kaatz explained the completed application that was sent in is in the packet.

**M. BIKE PATH INVOICE & UPDATE** – Motion by Klaas, seconded by Adams, to have the agreement reviewed by the Village Manager with legal review and return to Council.

Discussion: Kaatz explained this has not gone to the attorney.

Amended Motion by Klaas, seconded by Adams to agree to pay the invoice for the bike path after the Village Manager has reviewed the contract for proper legal language and approved it.

Discussion: Morris asked where the funds will be coming from and if it was budgeted for.

Roll Call

Ayes – Klaas, Adams, Gresock, Muoio, Morris, DeCoster, Kaatz

Nays – None

Motion carried

**N. BEAUTIFICATION PROJECT UPDATE** – DeCoster explained she is still pursuing this and will be in contact with Chris Heiden.

## **PLANNING**

**O. ZONING ORDINANCE AMENDMENTS** – Motion by Morris, seconded by Gresock, to approve the Zoning Ordinance Amendments recommended by the Planning Commission as follows:

- Section 2.2 Definition of Dumpster – (Definitions)
- Section 6.2.9 Screening of Trash Containers – (Landscaping, Greenbelts & Buffers & Screens)
- Section 6.10.1 Containers & Dumpsters – (Safety)

Discussion: DeCoster & S. Klaas noted the language is unclear and difficult to enforce. Morris stated the intent was to make it easier and not as restrictive. Lengthy discussion followed. Gresock noted issues with dumpsters he has had through the years. D. Klaas addressed the board with a suggested dumpster violations and fine structure and explained we currently do not have anything in place with teeth to be able to enforce. Discussion followed.

Roll Call

Ayes – Morris, Gresock, Muoio, Kaatz

Nays – Adams, Klaas, DeCoster

Motion carried

### **MOBILE HOME PARK**

**P. MOBILE HOME PARK LEASE** – Motion by Klaas, seconded by Gresock, to approve the 2023 Lease as presented.

Discussion: DeCoster noted the lease does not state the trailer has to be owner occupied or that the tenant has to own the trailer. DeCoster suggested it say owner/tenant. Fisher explained we need to look at the process of when these leases are signed and having a term date. Kaatz explained that's not what the current rules state. The lease needs to be signed prior moving in. Morris suggested adding language in the lease for new mobiles.

Amended Motion by Klaas, seconded by Gresock, to approve the lease with the manager making the two revisions regarding the tenant/owner and certificate of occupancy and rent.

Discussion:

Roll Call

Ayes – Klaas, Gresock, Adams, Muoio, DeCoster, Morris, Kaatz

Nays – None

Motion carried

**Q. MOBILE HOME PARK RULES AND REGULATIONS** – Motion by Morris, seconded by Muoio, to approve the attorney reviewed 2023 Rules and Regulations as presented.

Discussion: Klaas explained this went back to the Advisory Board after the attorney's recommendations. The Advisory Board made more changes in addition to what the attorney recommended. Kaatz suggested these changes go back to the attorney. Klaas stated the only thing that the Advisory Board did not do that the lawyers suggested is take out the ordinance language and the Advisory Board wanted to leave it in.

Morris withdraws his motion – discussion followed on making another motion. Kaatz explained you can't have another motion before the support has been withdrawal. Muoio withdraws his support.

Discussion: Lori Fisher explained additional items have been removed from the Advisory Board's copy that has not been to the lawyer under mobile home park guidelines item B which talks about subletting and item C which talks about owner's may only own one unit have been removed.

Motion by Morris, seconded by Kaatz, to table this until next month.

All Ayes

Motion carried

**R. MOBILE HOME PARK RULES AND REGULATIONS CHANGES FROM MHP ADVISORY BOARD SPECIAL MEETING** – Kaatz explained this was discussed above.

**S. MOBILE HOME PARK DEPOSIT REFUND** – Motion by Gresock, seconded by Adams, to approve the deposit refund in the amount of \$549.00 to Michael & Susan Taylor (Lot #27).

Roll Call

Ayes – Gresock, Adams, Muoio, Morris, Klaas, DeCoster, Kaatz

Nays – None

Motion carried

**FINANCIAL REPORTS** – Motion by Adams, seconded by Morris, to approve the check register in the amount of \$194,994.68 check numbers 37900 through 37987 and financial reports as presented.

Roll Call

Ayes- Adams, Morris, DeCoster, Klaas, Gresock, Muoio, Kaatz

Nays- None

Motion carried

## **REPORTS –**

### **CORRESPONDENCE-**

- Michigan Municipal League Annual Meeting Notice
- Letter from Gary Cola

### **PUBLIC COMMENT**

- Jackie Huepenbecker (7108 B.R. Noble Dr.) – commented on we are making progress RRC, the library expects to start construction the end of August, and very disappointed council did not approve a violation and fine structure for the dumpster ordinance.
- Steve Stencil (5309 Main) – commented on the drain north of the A&W which goes into the lake that needs to be addressed and the property behind the theater.
- Dick Giacobbi (Lot #140/141) – commented on the cement pad policy and the lease.
- Pauline Balan (Lot #99) – commented on items E, F, and G funding, the bluff issues, and letter from Gary Cola.
- Dennis Klaas (5408 Union St.) – commented on a possible conflict of interest of Mr. Gresock voting on the dumpster issue since he owns a business in town.
- Doug Roehl (5410 William Dr.) – agreed with Denny Klaas about Mr. Gresock voting on the dumpster issue when a Planning member abstained during that discussion.
- Mike McGovern (7316 Simons) – commented on the dumpsters issue.

### **COUNCIL PERSON COMMENTS**

- DeCoster thanked Dodd Fisher for donating the 3 new grills at Tierney Park.
- Adams explained the garden club walk went very well this year.
- Gresock noted this was a great year for the garden walk.
- Kaatz noted the Village is very blessed we have an amazing community.



**ADJOURNMENT**

Kaatz adjourned the meeting at 8:46 p.m.

Respectfully Submitted  
Vicki Scott, Village Clerk

I, Vicki Scott, (Village Clerk), do hereby certify that the foregoing is a true and original copy of the minutes approved by the Village of Lexington Village Council at a regular meeting held on the 24<sup>th</sup> day of July 2023.

Clerk: Vicki A. Scott

Dated: 7. 26. 23

MHP = \$ 885  
 GF = \$ 900  
 HAB = \$ 45

**Fletcher Fealko Shoudy & Francis, P.C.**

1411 Third Street  
 Fourth Floor, Suite F  
 Port Huron, MI 48060

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Village of Lexington  
 manager@villageoflexington.com  
 treasurer@villageoflexington.com

August 23, 2023

Attention: Cynthia Cutright

File #: 3108

Inv #: 25009

RE: General

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jun-05-23	Telephone with Ms. Kaatz re various issues.	0.50	90.00	TJS GF
	Time spent re upcoming commission hearing on variance.	0.25	45.00	MWO MHP
Jun-06-23	Emails re variance hearing.	0.25	45.00	MWO MHP
Jun-08-23	Telephone call with re: Lot 124 Eviction	0.25	45.00	TAF MHP
Jun-12-23	Telephone call with Lot 73 owner re: MHP matter	0.25	45.00	TAF MHP
Jun-14-23	Telephone with Ms. Kaatz re grant issue.	0.25	45.00	TJS HAB
Jun-16-23	Review of draft agreement from Double Haul; email with Mr. Geinzer re same.	0.25	45.00	TJS GF
Jun-19-23	Work on revisions to Double Haul Solutions contract; telephone with owner re same.	0.75	135.00	TJS GF
Jun-20-23	Telephone with Double Haul solutions attorney.	0.25	45.00	TJS GF
Jun-21-23	Review and revision of fire service contract.	0.50	90.00	TJS GF
	Review and revision of Double Haul Solutions contract.	0.75	135.00	TJS GF

Invoice #: 25009

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August 23, 2023

	Review proposed MHP regulations changes; emails with manager re: same	2.00	360.00	TAF	MHP
Jun-22-23	Telephone with Ms. Katz; review and revision of Double Haul agreement; email re same.	0.50	90.00	TJS	GF
Jun-23-23	Emails regarding City Manager agreement.	0.25	45.00	TJS	GF
Jun-26-23	Telephone with Ms. Kaatz re various issues.	0.50	90.00	TJS	GF
Jun-28-23	Review of email from Mr. Geinzer regarding changes to the agreement.	0.25	45.00	TJS	GF
Jun-29-23	Work on final draft interim village manager agreement; emails and telephone re same.	0.50	90.00	TJS	GF
	<b>Totals</b>	8.25	<u>\$1,485.00</u>		

**DISBURSEMENTS**

Jun-02-23	Filing Fee - possession and money judgment	215.00	MHP
	Filing Fee - Possession and Money Judgment	130.00	MHP
	<b>Totals</b>	<u>\$345.00</u>	

<b>Total Fee &amp; Disbursements</b>	<u>\$1,830.00</u>
Previous Balance	1,080.00
Previous Payments	1,080.00
<b>Balance Now Due</b>	<u>\$1,830.00</u>

TAX ID Number 38-2902175

*Fletcher Fealko Shoudy & Francis, P.C.*

1411 Third Street  
Fourth Floor, Suite F  
Port Huron, MI 48060

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Village of Lexington  
manager@villageoflexington.com  
treasurer@villageoflexington.com

August 23, 2023

Attention: Kristen Kaatz

File #: 3400

Inv #: 25010

RE: Harbor Project

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jun-06-23	Review grant contract; Email Cynthia re same.	0.75	135.00	GAF
	Additional emails re grant and DDA.	0.50	90.00	GAF
Jun-19-23	Revise Edgewater Terms and Conditions.	0.75	135.00	GAF
Jun-22-23	Review Edgewater final agreement; Email Cynthia re same.	0.50	90.00	TAF
	Totals	2.50	\$450.00	
	<b>Total Fee &amp; Disbursements</b>			<b>\$450.00</b>
	<b>Balance Now Due</b>			<b>\$450.00</b>

TAX ID Number 38-2902175

ORDINANCE NO. 2023-08-28  
ARTICLE IV – SECTION 2-118  
SANITARY SEWER SYSTEM  
JUNIOR LIEN REVENUE BOND ORDINANCE

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, INSTALLATION, FURNISHING AND EQUIPPING OF IMPROVEMENTS TO THE SANITARY SEWER SYSTEM OF THE VILLAGE OF LEXINGTON; TO PROVIDE FOR THE ISSUANCE AND SALE OF JUNIOR LIEN REVENUE BONDS TO PAY THE COSTS THEREOF; TO PRESCRIBE THE FORM OF THE JUNIOR LIEN REVENUE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE JUNIOR LIEN REVENUE BONDS; TO PROVIDE AN ADEQUATE RESERVE ACCOUNT FOR THE JUNIOR LIEN REVENUE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE JUNIOR LIEN REVENUE BONDS AND THE SYSTEM.

THE VILLAGE OF LEXINGTON ORDAINS:

Section 1. Definitions. The following words and terms used in this Ordinance shall have the meanings assigned in this Section, unless the context clearly indicates otherwise.

The word "acquired," as used in this Ordinance, shall be construed to include acquisition by purchase, construction or by any other method.

"Act 94" shall mean Act 94, Public Acts of Michigan, 1933, as amended.

"Additional Bonds" shall mean the bonds issued pursuant to Section 17 and subject to the terms of this Ordinance.

"Bond" or "Bonds" shall mean the Sanitary Sewer System Junior Lien Revenue Bond, Series 2023 (Taxable), in the principal amount of \$6,922,000 authorized to be issued by this Ordinance, and any Additional Bonds hereafter issued.

"Depository Bank" shall mean a bank which is a member of the Federal Deposit Insurance Corporation, or other financial institution qualified to serve as depository bank and designated by resolution of the Issuer.

"Engineer" shall mean Townley Engineering, LLC, Freeland, Michigan.

"Fiscal Year" shall mean the fiscal year of the Issuer and the operating year of the System, commencing July 1 and ending June 30 of the subsequent year, as such year may be changed from time to time.

"Government" shall mean the government of the United States of America or any agency thereof.

"Government Obligations" means obligations, instruments or securities fully and unconditionally guaranteed as to the timely payment thereof by the Government.

"Issuer" or "Village" shall mean the Village of Lexington, County of Sanilac, State of Michigan.

"Junior Lien Bond Reserve Account" shall mean the subaccount in the Junior Lien Bond and Interest Redemption Account established in accordance with Section 12 of this Ordinance.

"Junior Lien Bonds" shall mean the Series 2023 Bond authorized pursuant to this Ordinance.

"Junior Lien Ordinances" means this Ordinance.

"Ordinance" shall mean this ordinance and any ordinance or resolution of the Issuer amendatory or supplemental to this ordinance, including ordinances or resolutions authorizing issuance of Additional Bonds.

"Outstanding Bonds" mean the Series 2018 Bonds.

"Outstanding Ordinance" shall mean Ordinance No. 2-118 adopted by the Village Council of the Issuer on November 14, 2018, authorizing the issuance of the Series 2018 Bonds.

"Project" shall mean the acquisition, construction, furnishing and equipping of improvements to the Issuer's sanitary sewer system, constructing and reconstructing gravity sewers, forcemains, a new pump station, upgrades and rehabilitation to existing pump stations, lining of clay pipes; reconstruction and upgrading of existing sewage lagoons, upgrade lagoon cell, valving and piping and remove bio solids from cells; replacement and upgrade of the blower system, together with interests in land and all related sites, structures, equipment, appurtenances and attachments thereto.

"Reserve Amount" shall mean with respect to the Bonds the lesser of (1) the maximum annual debt service due on the Bonds in the current or any future year, (2) 125% of the average annual debt service on the Bonds, or (3) 10% of the outstanding principal amount of the Bonds on the date of issuance of the Bonds.

"Revenues" and "Net Revenues" shall mean the revenues and net revenues of the Issuer derived from the operation of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues," the earnings derived from the investment of moneys in the various funds and accounts established by the Outstanding Ordinance and this Ordinance.

“Senior Lien Bonds” shall mean the Series 2018 Bonds, dated November 30, 2018.

"Series 2018 Bonds" means the Water Supply and Sanitary Sewer System Revenue Refunding Bond, Series 2018, dated November 30, 2018, issued pursuant to the Outstanding Ordinance.

“Series 2023 Bond” means the Sanitary Sewer System Junior Lien Revenue Bond, Series 2023 (Taxable), issued pursuant to this Ordinance.

"System" shall mean the Issuer's sanitary sewer system including such facilities thereof as are now existing, are acquired and constructed as the Project, and all enlargements, extensions, repairs and improvements thereto hereafter made.

"Transfer Agent" shall mean the transfer agent and bond registrar for the Bonds as appointed from time to time by the Issuer as provided in Section 6 of this Ordinance and who or which shall carry out the duties and responsibilities as set forth in Sections 6 and 7 of this Ordinance.

Section 2. Necessity; Approval of Plans and Specifications; Outstanding Ordinance. It is hereby determined to be a necessary public purpose of the Issuer to acquire and construct the Project in accordance with the plans and specifications prepared by the Issuer's Engineer and on file with the Issuer, which plans and specifications are hereby approved.

Except as changed by this Ordinance, all the provisions of the Outstanding Ordinance shall apply to the Bonds issued pursuant to this Ordinance, the same as though each of said provisions were repeated in this Ordinance in detail; the purpose of this Ordinance being to authorize the issuance of junior lien revenue bonds to finance the cost of acquiring additions, extensions and improvements to the System.

Section 3. Costs; Useful Life. The total cost of the Project is estimated to be not less than Six Million Nine Hundred Twenty-Two Thousand Dollars (\$6,922,000) including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the Project is estimated to be not less than forty (40) years.

Section 4. Payment of Cost; Bonds Authorized. To pay the cost of acquiring and constructing the Project and legal, engineering, financial and other expenses incident to said acquisition and construction, and incident to the issuance and sale of the Bonds, it is hereby determined that the Issuer borrow the sum of not to exceed Six Million Nine Hundred Twenty-Two Thousand Dollars (\$6,922,000) and that junior lien revenue bonds be issued therefor pursuant to the provisions of Act 94. The remaining cost of the Project, if any, shall be defrayed from grant funds or Issuer funds on hand and legally available for such use.

Section 5. Bond Details. The Bond shall be designated SANITARY SEWER SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2023 (TAXABLE), shall be dated as of the date of delivery of the first installment, shall consist of one fully-registered nonconvertible bond of the

denomination of \$6,922,000 and shall be payable in principal installments on August 1 of each year, as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2024	\$138,000	2044	\$173,000
2025	140,000	2045	175,000
2026	141,000	2046	177,000
2027	143,000	2047	179,000
2028	144,000	2048	181,000
2029	146,000	2049	183,000
2030	148,000	2050	185,000
2031	149,000	2051	187,000
2032	151,000	2052	189,000
2033	153,000	2053	191,000
2034	154,000	2054	193,000
2035	156,000	2055	195,000
2036	158,000	2056	197,000
2037	160,000	2057	200,000
2038	161,000	2058	202,000
2039	163,000	2059	204,000
2040	165,000	2060	206,000
2041	167,000	2061	209,000
2042	169,000	2062	211,000
2043	171,000	2063	208,000

The Bond is expected to be delivered to the Government as initial purchaser thereof in installments (the "delivery installments") and each delivery installment shall be noted on the registration grid set forth on the Bond. The delivery installments shall be deemed to correspond to the principal installments of the Bond in direct chronological order of said principal installments.

The principal installments of the Bond will each bear interest from the date of delivery of the corresponding delivery installment to the registered holder thereof as shown on the registration grid set forth on the Bonds at the rate of not to exceed one and one-eighth percent (1.125%) per annum, payable on the first August 1 or February 1 following the date of delivery of said delivery installment, and semiannually thereafter on August 1 and February 1 of each year until maturity or earlier prepayment of said installment. Acceptance of the interest rate on the Bonds shall be made by execution of the Bonds which so designates the rate specified by the Government and accepted in writing by the Village. The Bonds shall be issued in fully-registered form and shall not be convertible or exchangeable into more than one fully-registered bond.

The Bonds or installments thereof will be subject to prepayment prior to maturity in the manner and at the times as provided in the form of the Bonds set forth in Section 9 of this Ordinance at anytime on or after the first principal payment date.



Section 6. Bonds Registration and Transfer. The Transfer Agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer. The Transfer Agent shall transfer or cause to be transferred on said books the Bonds presented for transfer, as hereinafter provided and subject to such reasonable regulations as it may prescribe.

Any Bonds may be transferred upon the books required to be kept by the Transfer Agent pursuant to this Section by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bonds for transfer, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond shall be surrendered for transfer, the Transfer Agent shall record such transfer on the registration books and shall register such transfer on the registration grid attached to the Bond. At the time of such transfer the Transfer Agent shall note on the Bond the outstanding principal amount thereof at the time of such transfer. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Issuer shall not be required (i) to issue, register the transfer of, or exchange any Bonds during a period beginning at the opening of business fifteen days before the day of the mailing of a notice of prepayment of Bonds or installments thereof selected for redemption and ending at the close of business on the day of that mailing, or (ii) to register the transfer of or exchange any Bonds or portion thereof so selected for prepayment. In the event any Bonds are called for prepayment in part, the Transfer Agent, upon surrender of the Bonds, shall note on the Bonds the principal amount prepaid and shall return the Bonds to the registered owner thereof together with the prepayment amount on the prepayment date.

The Issuer's Treasurer is hereby appointed to act as Transfer Agent with respect to the Bonds. If and at such time as the Bonds are transferred to or held by any registered owner other than the Government, the Issuer by resolution may appoint a bank or trust company qualified under Michigan law to act as transfer agent and bond registrar with respect to Bonds, and the Issuer may thereafter appoint a successor Transfer Agent upon sixty (60) days notice to the registered owner of the Bonds.

Section 7. Payment of the Bonds. Principal of and interest on the Bonds shall be payable in lawful money of the United States of America by check or draft mailed by the Transfer Agent to the registered owner at the address of the registered owner as shown on the registration books of the Issuer kept by the Transfer Agent. If the Government shall no longer be the registered owner of the Bonds, then the principal of and interest on the Bonds shall be payable to the registered owner of record as of the fifteenth day of the month preceding the payment date by check or draft mailed to the registered owner at the registered address. Such date of determination of the registered owner for purposes of payment of principal or interest may be changed by the Issuer to conform to future market practice. The Issuer's Treasurer is hereby authorized to execute an agreement with any successor Transfer Agent.

The Transfer Agent shall record on the registration books the payment by the Issuer of each installment of principal or interest or both on the Bonds when made and the canceled checks or drafts representing such payments shall be returned to and retained by the Issuer's Treasurer, which canceled checks or drafts shall be conclusive evidence of such payments and

the obligation of the Issuer with respect to such payments shall be discharged to the extent of such payments.

Upon payment by the Issuer of all outstanding principal of and interest on the Bonds, the registered owners thereof shall deliver the Bonds to the Issuer for cancellation.

The President, the Clerk, the Treasurer and the Village Manager (each an "Authorized Officer," together the "Authorized Officers") are each hereby authorized and directed to negotiate privately the sale of the Bonds to the Government at an interest rate not to exceed one and one-eighth percent (1.125%) per annum.

The sale of the Bonds to the Government at an interest rate of not to exceed one and one-eighth percent (1.125%) per annum and at the par value thereof is hereby approved. The Issuer's Treasurer is hereby authorized to deliver the Bonds in accordance with the delivery instructions of the Government.

Section 8. Execution and Delivery of the Bonds. The Bonds shall be manually signed by the President and countersigned by the Clerk and shall have the corporate seal of the Issuer impressed thereon. After execution, the Bonds shall be held by the Issuer's Treasurer for delivery to the Government. No Bonds or any installment thereof shall be valid until registered by the Issuer's Treasurer or by another person designated in writing by the Issuer's Treasurer to act as Bond Registrar, or upon transfer by the Government and thereafter, by an authorized representative of the Transfer Agent.

Section 9. Bond Form. The form and tenor of the Bonds shall be substantially as follows:

REGISTERED

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF SANILAC

VILLAGE OF LEXINGTON

SANITARY SEWER SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2023 (TAXABLE)

No. R-1

\$6,922,000

The Village of Lexington, County of Sanilac, State of Michigan (the "Issuer"), for value received, hereby promises to pay to the registered owner hereof, but only out of the hereinafter described Net Revenues of the Issuer's sanitary sewer system including all appurtenances, additions, extensions and improvements thereto (the "System"), the sum of

Six Million Nine Hundred Twenty-Two Thousand Dollars

on the dates and in the principal installment amounts set forth in Exhibit A attached hereto and made a part hereof with interest on said installments from the date each installment is delivered to the Issuer and as set forth on the registration grid hereon until paid at the rate of one and one-eighth percent (1.125%) per annum, first payable on February 1, 2024, and semiannually thereafter; provided that the principal repayments required herein to the registered owner shall not exceed the total of the principal installments set forth on the registration grid attached hereto from time to time hereafter to acknowledge receipt of payment of the purchase price of this bond up to a total of \$6,922,000. Both principal of and interest on this bond are payable in lawful money of the United States of America to the registered owner at the address shown on the Issuer's registration books by check or draft mailed to the registered holder at the address shown on the registration books of the Issuer, and for the prompt payment thereof, the revenues of the System, after provision has been made for reasonable and necessary expenses of operation, administration and maintenance thereof (the "Net Revenues"), are hereby irrevocably pledged and a statutory lien thereon is hereby recognized and created subject in priority only to the statutory lien created by Ordinance No. 2-118 of the Issuer duly adopted by the Village Council of the Issuer on November 14, 2018 (the "Outstanding Ordinance"), with respect to the Issuer's outstanding Water Supply and Sewage Disposal System Revenue Refunding Bond, Series 2018, dated November 30, 2018 (the "Outstanding Bonds").

This bond is a single, fully-registered, non-convertible bond constituting an issue in the total aggregate principal sum of \$6,922,000, issued pursuant to Ordinance No. \_\_\_ of the Issuer (the "Ordinance"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of acquiring, constructing and equipping improvements to the System. For a complete statement of the revenues from which, and the conditions under which, this bond is payable, a statement of the conditions under which additional bonds of equal standing with this bond and additional bonds of equal standing with the Outstanding Bonds may hereafter be

issued, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Outstanding Ordinance and the Ordinance.

This bond is a self-liquidating bond and is not a general obligation of the Issuer and does not constitute an indebtedness of the Issuer within any constitutional, statutory or charter debt limitation, but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on the bond is secured by the statutory lien hereinbefore mentioned.

Principal installments of this bond are subject to prepayment prior to maturity, in inverse chronological order, at the Issuer's option, on any date on or after August 1, 2024, at par and accrued interest to the date fixed for prepayment.

Thirty days notice of the call of any principal installments for prepayment shall be given by mail to the registered owner at the registered address. The principal installments so called for prepayment shall not bear interest after the date fixed for prepayment, provided funds are on hand to prepay said installments.

This bond shall be registered as to principal and interest on the books of the Issuer kept by the Issuer's Treasurer or successor or written designee as bond registrar and transfer agent (the "Transfer Agent") and noted hereon, after which it shall be transferable only upon presentation to the Transfer Agent with a written transfer by the registered owner or his attorney in fact. Such transfer shall be noted hereon and upon the books of the Issuer kept for that purpose by the Transfer Agent.

The Issuer has covenanted and agreed and does hereby covenant and agree to fix and maintain at all times while any bonds including any installments of this bond payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of this bond and any additional bonds of equal standing with this bond, and the interest upon and principal of the Outstanding Bonds and any additional bonds of equal standing with the Outstanding Bonds payable from the Net Revenues of the System as and when the same become due and payable; and to create a Junior Lien Bond and Interest Redemption Account (including a Junior Lien Bond Reserve Account) therefore; to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order; and to provide for such other expenditures and funds for the System as are required by the Outstanding Ordinance and the Ordinance.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the Village of Lexington, by its Village Council, has caused this bond to be signed in its name by its President and to be countersigned by its Clerk, and its corporate seal to be hereunto affixed, all as of \_\_\_\_\_, 2023.

VILLAGE OF LEXINGTON  
County of Sanilac  
State of Michigan

By \_\_\_\_\_  
Its President

(Seal)

Countersigned:

By \_\_\_\_\_  
Its Clerk

REGISTRATION  
NOTHING TO BE WRITTEN HEREON EXCEPT  
BY THE BOND REGISTRAR/TRANSFER AGENT

Date of Registration of Delivery	Name of Registered Owner	Principal Installment Delivered	Signature of Bond Registrar/ Transfer Agent
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
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	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		
	United States of America		

EXHIBIT A

<u>August 1</u>	<u>Amount</u>	<u>August 1</u>	<u>Amount</u>
2024	\$138,000	2044	\$173,000
2025	140,000	2045	175,000
2026	141,000	2046	177,000
2027	143,000	2047	179,000
2028	144,000	2048	181,000
2029	146,000	2049	183,000
2030	148,000	2050	185,000
2031	149,000	2051	187,000
2032	151,000	2052	189,000
2033	153,000	2053	191,000
2034	154,000	2054	193,000
2035	156,000	2055	195,000
2036	158,000	2056	197,000
2037	160,000	2057	200,000
2038	161,000	2058	202,000
2039	163,000	2059	204,000
2040	165,000	2060	206,000
2041	167,000	2061	209,000
2042	169,000	2062	211,000
2043	171,000	2063	208,000

Section 10. Security for Bonds. To pay the principal of and interest on the Bonds as and when the same shall become due and any bonds of equal standing thereto, there is hereby recognized the statutory second lien upon the whole of the Net Revenues of the System created by this Ordinance, subject in priority only to the lien in favor of the Series 2018 Bonds and any bonds issued on an equal standing and parity of lien as to the Net Revenues with the Series 2018 Bonds, which liens shall continue until the payment in full of the principal of and interest on all bonds payable from the Net Revenues. Net Revenues shall be set aside for the purpose and identified as the Junior Lien Bond and Interest Redemption Account, as hereinafter specified.

Section 11. Budget. Immediately upon the effective date of this Ordinance for the remainder of the current Fiscal Year, and thereafter prior to the beginning of each Fiscal Year, the Issuer shall prepare an annual budget for the System for the ensuing Fiscal Year. A copy of such budget shall be mailed to the Government without request from the Government for review prior to adoption (as long as the Government is the registered owner of any of the Bonds), and upon written request to any other registered owners of the Bonds.

Section 12. Custodian of Funds; Funds. The Issuer's Treasurer shall be custodian of all funds belonging to or associated with the System and such funds shall be deposited in the Depository Bank. The Issuer's Treasurer shall execute a fidelity bond with a surety company in an amount at least equal to the maximum annual debt service for the Bonds.

The Issuer's Treasurer is hereby directed to create, continue and maintain the following funds and accounts into which the proceeds of the Bonds and the Revenues from the System shall be deposited in the manner and at the times provided in this Ordinance, which funds and accounts shall be established and maintained, except as otherwise provided, so long as the Bonds hereby authorized remain unpaid.

(A) CONSTRUCTION ACCOUNT. The proceeds of the Bonds hereby authorized, and no other funds except as noted below, shall be deposited in the 2023 SANITARY SEWER SYSTEM JUNIOR LIEN CONSTRUCTION FUND ACCOUNT (the "Construction Account"), in the Depository Bank. Moneys in the Construction Account shall be used solely for the purposes for which the Bonds are issued. If moneys other than proceeds of the Bonds are deposited into the Construction Account (including grant funds and moneys contributed by the Issuer, if any), then the moneys constituting proceeds of the Bonds shall be accounted separately from such other funds or moneys.

Any unexpended balance of the proceeds of sale of the Bonds remaining after completion of the Project herein authorized may in the discretion of the Issuer be used for further improvements, enlargements and extensions to the System, provided that at the time of such expenditure such use be approved by the Department of Treasury (if such approval is then required by law). Any remaining balance after such expenditure shall be paid into the Junior Lien Bond and Interest Redemption Account and used as soon as is practical for the prepayment of installments of the Bonds or for the purchase of installments to the Bonds at not more than the fair market value thereof. Following completion of the Project, any unexpended balance of the Bonds shall be invested at a yield not to exceed the yield on the Bonds.



After completion of the Project and disposition of remaining proceeds, if any, of the Bonds pursuant to the provisions of this Section, the Construction Account shall be closed.

(B) **SANITARY SEWER SYSTEM RECEIVING FUND.** Upon and after the effective date of this Ordinance, the Revenues of the System shall continue to be set aside into the Sanitary Sewer System Receiving Fund created in the Outstanding Ordinance (the "Receiving Account"), and moneys so deposited therein shall be transferred, expended and used only in the manner and order as follows:

(1) Operation and Maintenance Account. There is hereby continued and maintained a separate account to be designated the OPERATION AND MAINTENANCE ACCOUNT (the "Operation and Maintenance Account"). Revenues shall be transferred each quarter of the Fiscal Year, commencing upon the effective date of this Ordinance, from the Receiving Account to the Operation and Maintenance Account to pay the reasonable and necessary current expenses of administration and operating and maintaining the System for the ensuing quarter.

(2) Bond and Interest Redemption Account (Senior Lien Bonds). There is hereby continued and maintained a separate account to be designated as the SENIOR LIEN BOND AND INTEREST REDEMPTION ACCOUNT (the "Senior Lien Bond and Interest Redemption Account"), the moneys on deposit therein from time to time used solely for the purpose of paying the principal of and interest on any Senior Lien Bonds. After the transfer required in (1) above, Revenues shall be transferred each quarter of the Fiscal Year from the Receiving Account, before any other expenditures or transfer therefrom, and deposited in the Senior Lien Bond and Interest Redemption Account for payment of principal of and interest on any Senior Lien Bonds and to fund the Bond Reserve Account, if any, required upon the issuance of Senior Lien Bonds.

(3) Bond and Interest Redemption Account (Junior Lien Bonds). There is hereby continued and maintained a separate account to be designated as the JUNIOR LIEN BOND AND INTEREST REDEMPTION ACCOUNT (the "Junior Lien Bond and Interest Redemption Account"), the moneys on deposit therein from time to time used solely for the purpose of paying the principal of and interest on Junior Lien Bonds, including the Bond. After the transfer required in (1) and (2) above, Revenues shall be transferred each quarter of the Fiscal Year from the Receiving Account, before any other expenditures or transfer therefrom, and deposited in the Junior Lien Bond and Interest Redemption Account for payment of principal of and interest on the Junior Lien Bonds, including the Bond and to fund the Bond Reserve Account, in the amounts and at the times specified below.

Upon any delivery of an installment of the Bond there shall be set aside at the time of delivery and on the first day of each quarter of the Fiscal Year thereafter to the next interest payment date an amount equal to that fraction of the amount of interest due on the next interest payment date on said installment so delivered, the numerator of which is 1 and the denominator of which is the number of full and partial Fiscal Year quarters from the date of said delivery to the next interest payment date. There also shall be set aside each Fiscal Year quarter on or after the delivery of the first principal installment an amount not less than 1/2 of the amount of interest due on the next interest payment date on all outstanding installments of the Bond not delivered during the then current interest payment period.

Commencing twelve calendar months preceding the date on which the first principal installment payment on the Bond is due, upon any delivery of an installment of the Bond there shall be set aside at the time of such delivery and on the first day of each quarter of the Fiscal Year thereafter to the next principal payment date an amount equal to that fraction of the amount of principal due on the next principal payment date on said installment so delivered, the numerator of which is 1 and the denominator of which is the number of full and partial Fiscal Year quarters from the date of said delivery to the next principal payment date. There shall also be set aside each Fiscal Year quarter on or after the first day of the Fiscal Year quarter after payment of the first principal installment of the Bond, an amount not less than 1/4 of the amount of principal due on the next principal payment date. Except as hereinafter provided, no further deposits shall be made into the Junior Lien Bond and Interest Redemption Account (excluding the Bond Reserve Account) once the aforesaid sums have been deposited therein. Any amount on deposit in the Junior Lien Bond and Interest Redemption Account (excluding the Bond Reserve Account) in excess of (a) the amount needed for payment of principal installments of the Bond for the then current principal payment period, plus (b) interest on the Bond for the then current interest payment period, shall be used by the Issuer for redemption of principal installments of the Bond in the manner set forth in Section 9 hereof, or if such use is impracticable, shall be deposited in or credited to the Receiving Account.

If for any reason there is a failure to make such quarterly deposit in the amounts required, then the entire amount of the deficiency shall be set aside and deposited in the Bond and Interest Redemption Account out of the Revenues first received thereafter which are not required by this Ordinance to be deposited in the Operation and Maintenance Account or in the Bond and Interest Redemption Account, which amount shall be in addition to the regular quarterly deposit required during such succeeding quarter or quarters.

There is hereby recognized in the Junior Lien Bond and Interest Redemption Account a separate account designated as the BOND RESERVE ACCOUNT (the "Bond Reserve Account"). In addition to the requirements of the Outstanding Ordinance, transfers shall be made to the Bond Reserve Account as follows: commencing January 1, 2024, there shall be withdrawn from the Receiving Account at the beginning of each Fiscal Year quarter and set aside in and transferred to the Bond Reserve Account, after provision has been made for the Operation and Maintenance Account and the current requirements of the Junior Lien Bond and Interest Redemption Account, the sum of at least \$5,397.50 per quarter (\$21,590 annually) until there is accumulated in such account the lesser of the sum of \$215,898 or the Reserve Amount. Except as hereinafter provided, no further deposits shall be made into the Junior Lien Bond and Interest Redemption Account for the purposes of the Bond Reserve Account once the lesser of the sum of \$215,898 or the Reserve Amount has been deposited therein. The moneys in the Bond Reserve Account shall be used solely for the payment of the principal installments of and interest on the Bond as to which there would otherwise be default; provided however, that in the event the amount on deposit in the Bond Reserve Account exceeds the Reserve Amount, the moneys in excess of the Reserve Amount shall be used to pay principal installments of and interest on the Bond on the next payment date.

If at any time it shall be necessary to use moneys in the Bond Reserve Account for such payment, then the moneys so used shall be replaced from the Net Revenues first received

thereafter which are not required by this Ordinance to be used for operation and maintenance or for current principal and interest requirements for the Bond.

No further payments need be made into the Junior Lien Bond and Interest Redemption Account after enough of the principal installments of the Bond have been retired so that the amount then held in the Junior Lien Bond and Interest Redemption Account (including the Bond Reserve Account), is equal to the entire amount of principal and interest which will be payable at the time of maturity of all the principal installments of the Bond then remaining outstanding.

The moneys in the Junior Lien Bond and Interest Redemption Account and the Bond Reserve Account shall be invested in accordance with Section 13 of this Ordinance, and profit realized or income earned on such investment shall be used or transferred as provided in Section 13 of this Ordinance.

(4) Repair, Replacement and Improvement Account. There is hereby continued and maintained a separate account designated REPAIR, REPLACEMENT AND IMPROVEMENT ACCOUNT (the "RRI Account"). After the transfers required in (1) and (2) above, and so long as any principal installments of the Bond remain outstanding, commencing on January 1, 2024, the required deposits to the RRI Account shall be \$625 per Fiscal Year quarter (\$2,500 annually) and revenues shall be transferred each Fiscal Year quarter from the Receiving Fund and deposited in the RRI Account in an amount not less than \$625 (\$2,500 annually), less the amount, if any, deposited in the Bond Reserve Account at the beginning of the same Fiscal Year quarter. Moneys in the RRI Account shall be used and disbursed only for the purpose of paying the cost of (a) repairing any damage to and emergency maintenance of the System, (b) repairing or replacing obsolete, deteriorating, deteriorated or worn out portions of the System, (c) acquiring and constructing extensions and improvements to the System and (d) when necessary, for the purpose of making payment of principal and interest on the Bonds. If the amount in the Bond and Interest Redemption Account and the Bond Reserve Account is not sufficient to pay the principal of and interest on the Bonds when due, the moneys in the RRI Account shall be transferred to the Bond and Interest Redemption Account and used for that purpose. Moneys in the RRI Account may be invested in accordance with Section 13 of this Ordinance.

(5) Reverse Flow of Funds; Surplus Money. In the event the moneys in the Receiving Account are insufficient to provide for the current requirements of the Operation and Maintenance Account, the Bond and Interest Redemption Account (including the Bond Reserve Account) or the RRI Account, any moneys and/or securities in the funds of the System described by this Ordinance shall be transferred, first, to the Operation and Maintenance Account, second, the Bond and Interest Redemption Account, and third, to the RRI Account.

All moneys remaining in the Receiving Account at the end of any Fiscal Year after satisfying the above requirements for the deposit of moneys into the Operation and Maintenance Account, the Senior Lien Bond and Interest Redemption Account, the Junior Lien Bond and Interest Redemption Account and the RRI Account may be transferred to the Bond and Interest Redemption Account and used to call the Bond or portions thereof for redemption, or at the option of the Issuer, transferred to the RRI Account and used for the purpose for which the account was established; provided, however, that if there should be a deficit in the Operation and Maintenance Account, the Bond and Interest Redemption Account, the Bond Reserve Account or

the RRI Account, on account of defaults in setting aside therein the amounts hereinbefore required, then transfers shall be made from such moneys remaining in the Receiving Account to such accounts in the priority and order named in this Section, to the extent of such deficits.

Section 13. Investments. Moneys in the funds and accounts established herein and moneys derived from the proceeds of sale of the Bonds may be invested by the legislative body of the Issuer on behalf of the Issuer in the obligations and instruments permitted for investment by Section 24 of Act 94, as the same may be amended from time to time; provided, however, that as long as the Bonds are held by the Government, then the investment may be limited to the obligations and instruments authorized by the Government. Investment of moneys in the Junior Lien Bond and Interest Redemption Account being accumulated for payment on the next maturing principal or interest payment on the Bonds shall be limited to obligations and instruments bearing maturity dates prior to the date of the next maturing principal or interest payment on the Bonds. Investment of moneys in the Junior Lien Bond Reserve Account shall be limited to Government obligations and instruments bearing maturity dates or subject to redemption, at the option of the holder thereof, not later than five (5) years from the date of the investment. In the event investments are made, any securities representing the same shall be kept on deposit with the Depository Bank. Interest income earned on investment of funds in the Receiving Account, the Operation and Maintenance Fund and the Junior Lien Bond and Interest Redemption Account (except the Junior Lien Bond Reserve Account), shall be deposited in or credited to the Receiving Account. Interest income earned on the investment of funds in the Junior Lien Bond Reserve Account shall be deposited in the Junior Lien Bond and Interest Redemption Account.

Section 14. Rates and Charges. Rates and charges for the services of the System have been fixed by ordinance in an amount sufficient to pay the costs of operating, maintaining and administering the System, to pay the principal of and interest on the Bonds and the Outstanding Bonds and to meet the requirements for repair, replacement, reconstruction and improvement and all other requirements provided herein, and otherwise comply with the covenants herein provided. The Issuer hereby covenants and agrees to fix and maintain at all times while any of the Bonds shall be outstanding such rates for service furnished by the System as shall be sufficient to provide for the foregoing expenses, requirements and covenants, and to create a Junior Lien Bond and Interest Redemption Account (including a bond reserve account) for all such Bonds. The rates and charges for all services and facilities rendered by the System shall be reasonable and just, taking into consideration the cost and value of the System and the cost of maintaining, repairing, and operating the same and the amounts necessary for the retirement of all of the Bonds and the Outstanding Bonds, and accruing interest on all of the Bonds and the Outstanding Bonds, and there shall be charged such rates and charges as shall be adequate to meet the requirements of this Section and Section 12 of this Ordinance.

Section 15. No Free Service. No free service shall be furnished by the System to any individual, firm or corporation, public or private or to any public agency or instrumentality.

Section 16. Covenants. The Issuer covenants and agrees, so long as any of the Bonds hereby authorized remain unpaid, as follows:

- (a) It will comply with applicable State laws and regulations and continually

operate and maintain the System in good condition.

(b)(i) It will maintain complete books and records relating to the operation and financial affairs of the System. If the Government is the holder of any of the Bonds, the Government shall have the right to inspect the System and the records, accounts, and data relating thereto at all reasonable times.

(ii) It will cause an annual audit of such books of record and account for the preceding Fiscal Year to be made each year by a recognized independent certified public accountant, and will cause such accountant to mail a copy of such audit to the Government, without request of the Government, or to the manager of the syndicate or account purchasing the Bonds. Such audit shall be completed and so made available not later than one hundred eighty (180) days after the close of each Fiscal Year, and said audit may, at the option of the Issuer, be used in lieu of the statement on forms prepared by the Department of Treasury and all purposes for which said forms are required to be used by this Ordinance.

(c) It will maintain and carry, for the benefit of the holders of the Bonds, insurance on all physical properties of the System, of the kinds and in the amounts normally carried by municipalities engaged in the operation of similar systems. The amount of said insurance shall be approved by the Government. All moneys received for losses under any such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be used for the purpose of calling Bonds.

(d) It will not borrow any money from any source or enter into any contract or agreement to incur any other liabilities that may in any way be a lien upon the Revenues or otherwise encumber the System so as to impair Revenues therefrom, without obtaining the prior written consent of the Government, nor shall it transfer or use any portion of the Revenues derived in the operation of the System for any purpose not herein specifically authorized.

(e) It will not voluntarily dispose of or transfer its title to the System or any part thereof, including lands and interest in land, sale, mortgage, lease or other encumbrances, without obtaining the prior written consent of the Government.

(f) Any extensions to or improvements of the System shall be made according to sound engineering principles and specifications shall be submitted to the Government for prior review.

(g) To the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of proceeds of the Bonds and moneys deemed to be proceeds of the Bonds.

Section 17. Additional Bonds. The Issuer may issue additional bonds of equal standing with the Bonds for the purposes and on the conditions as provided for in the Outstanding Ordinances.

Section 18. Ordinance Shall Constitute Contract. The provisions of this Ordinance shall constitute a contract between the Issuer and the bondholders and after the issuance of the Bonds this Ordinance shall not be repealed or amended in any respect which will adversely affect the rights and interests of the holders nor shall the Issuer adopt any law, ordinance or resolution in any way adversely affecting the rights or the holders so long as the Bonds or interest thereon remains unpaid.

Section 19. Refunding of Bonds. If at any time it shall appear to the Government that the Issuer is able to refund upon call for redemption or with consent of the Government the then outstanding Bonds by obtaining a loan for such purposes from responsible cooperative or private credit sources at reasonable rates and terms for loans for similar purposes and periods of time, the Issuer will, upon request of the Government, apply for and accept such loan in sufficient amount to repay the Government, and will take all such actions as may be required in connection with such loans.

Section 20. Default of Issuer. If there shall be default in the Junior Lien Bond and Interest Redemption Account, provisions of this Ordinance or in the payment of principal or interest on any of the Bonds, upon the filing of a suit by 20 percent of the holders of the Bonds, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the Issuer with power to charge and collect rates sufficient to provide for the payment of the Bonds and for the payment of operation, maintenance and administrative expenses and to apply Revenues in accordance with this Ordinance and the laws of the State of Michigan.

The Issuer hereby agrees to transfer to any bona fide receiver or other subsequent operator of the System, pursuant to any valid court order in a proceeding brought to enforce collection or payment of the Issuer's obligations, all contracts and other rights of the Issuer, conditionally, for such time only as such receiver or operation shall operate by authority of the court.

The holders of 20 percent of the Bonds in the event of default may require by mandatory injunction the raising of rates in a reasonable amount.

Section 21. Ordinance Subject to Michigan Law and Government Regulations. The provisions of this Ordinance are subject to the laws of the State of Michigan and to the present and future regulations of the Government not inconsistent with the express provisions hereof and Michigan law.

Section 22. Fiscal Year of System. The fiscal year for operating the System shall be the Fiscal Year.

Section 23. Issuer Subject to Loan Resolution. So long as the Government is holder of any of the Bonds, the Issuer shall be subject to the loan resolution (RUS Bulletin 1780-27) and shall comply with all provisions thereof.

Section 24. Covenant Not to Defeas. So long as the Government is the holder of any of the Bonds, the Issuer covenants that it will not defease any of the Bonds held by the Government.

Section 25. Approval by the Michigan Department of Treasury. The Authorized Officers are each hereby authorized to obtain any necessary waivers or approvals from the Department of Treasury in order to effectuate the sale and delivery of the Bonds as contemplated by this Ordinance (if such approval is then required).

Section 26. Conflict and Severability. All ordinances, resolutions and orders or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed, and each section of this Ordinance and each subdivision of any section hereof is hereby declared to be independent, and the finding or holding of any section or subdivision thereof to be invalid or void shall not be deemed or held to affect the validity of any other section or subdivision of this Ordinance.

Section 27. Paragraph Headings. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of this Ordinance.

Section 28. Publication and Recordation. This Ordinance shall be published in full in the *Jeffersonian*, a newspaper of general circulation in the Issuer, qualified under State law to publish legal notices, promptly after its adoption, and the same shall be recorded in the Ordinance Book of the Issuer and such recording authenticated by the signatures of the President and the Clerk.

Section 29. Certain Determinations. The President, the Clerk and the Village Manager are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transactions authorized herein, and in pursuance of the foregoing each is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, *provided* that the aggregate principal amount of Bonds issued hereunder shall not exceed \$6,922,000 and the interest rate on the Bonds shall not exceed one and one-eighth percent (1.125%) per annum. The Authorized Officers are authorized to confirm the terms of the sale of the Bonds issued hereunder and final bond specifications with respect to such Bonds by the execution of the form of bond.

Section 30. Negotiated Sale to the Government. The Issuer determines to sell the Bond to the Government at a negotiated sale in order to obtain terms not generally available from conventional municipal bond market sources and for the opportunities provided by a negotiated sale to the Government to select and adjust the terms of the Bond, including the prepayment of the principal of the Bond at any time without premium.

Section 31. Effective Date. This Ordinance is hereby determined by the Village Council to be immediately necessary for the preservation of the peace, health and safety of the Issuer and shall be in full force and effect from and after its passage and publication as required by law.

Passed and adopted by the Village of Lexington, County of Sanilac, State of Michigan, on July 24, 2023.

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President

(Seal)

Attest:

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Clerk



I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the Village Council of the Village of Lexington, County of Sanilac, State of Michigan, at a special meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting:

\_\_\_\_\_  
\_\_\_\_\_ and that  
the following Members were absent \_\_\_\_\_  
\_\_\_\_\_

I further certify that Member \_\_\_\_\_ moved adoption of said Ordinance, and that said motion was supported by Member \_\_\_\_\_.

I further certify that the following Member voted for adoption of said Ordinance:

\_\_\_\_\_  
\_\_\_\_\_ and that the following Member voted against adoption of said Ordinance: \_\_\_\_\_  
\_\_\_\_\_.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and the Clerk.

\_\_\_\_\_  
Clerk



To: Village of Lexington Council

From: Lori Fisher, Village Manager

Date: August 10, 2023

Re: Contract with Watkins Ross

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Background:

The Village was recently informed by our auditors that they will not be able to provide our OPEB actuarial report this year. A full actuarial valuation must be done every other year for our OPEB liability to conform with GASB requirements. The valuation needs to be performed as part of our annual audit, which is underway.

Our current audit firm has recommended Watkins Ross and turning clients over to them. The agreement is a two-year agreement because in the second year when no full valuation is performed, the GASB documentation will be completed.

At this time it would be difficult to go out for bids because of the short timeline. This is a normal range cost of this service.

Recommendation:

I recommend that Council approve the agreement with Watkins Ross, charged to 101-215-820.000.

August 10, 2023

Lori Fisher  
Manager  
Village of Lexington  
7227 Huron, Suite 100  
Lexington, Michigan 48450

Re: Actuarial Valuation of Village of Lexington Benefits Other Than Pensions

Dear Lori:

Thank you for asking Watkins, Ross & Co. to submit a bid for actuarial services for the plan named above. We would be pleased to provide these services for you.

**Scope of Services**

If we were selected to provide valuation services for your plans, our process would proceed as outlined below:

**A. Initial Plan Review and Data Collection**

1. Review current plan documents, plan summaries, employee handbooks, insurance contracts, or any written material outlining the nature of benefits provided
2. Review prior year's actuarial valuation report
3. Request census data for all current and former employees who are or may become eligible for benefits from the plan
4. Request claims data and/or premiums paid for benefits under the plan

**B. Prepare Actuarial Valuation Report**

1. Create plan data files
2. Select appropriate actuarial assumptions
3. Compute plan liabilities
4. Prepare actuarial valuation report that contains:
  - i. Information required for financial reporting purposes under GASB Statements No 74 and 75, such as Net OPEB Liability, Net OPEB Expense, Actuarially Determined Contribution (ADC) and a reconciliation between years

- ii. Supporting information regarding employee population statistics, actuarial assumptions, summary of benefits
- iii. Information for reporting to the State of Michigan under Public Act (PA) 202

**C. General Consulting Regarding Valuation Results and Implications**

Our valuation report is comprehensive, and it includes all the information required by the accounting statements, as well as additional information useful for those responsible for administering the plan.

**Data Requirements**

If Watkins, Ross & Co. is retained to provide actuarial services for your plan, we will need the information outlined below:

**A. For all active employees who may qualify for benefits**

- 1. Name
- 2. SSN or other unique identifier
- 3. Sex
- 4. Date of birth
- 5. Date of hire
- 6. Marital status
- 7. Spouse's date of birth
- 8. Group and/or plan identifier
- 9. Type of coverage (single, double, family)

**B. For all retirees currently receiving benefits or terminated employees eligible for future benefits**

- 1. Name
- 2. SSN or other unique identifier
- 3. Sex
- 4. Date of birth
- 5. Status (retired receiving benefits, or terminated eligible for future benefits)
- 6. Date of retirement or termination
- 7. Marital status
- 8. Spouse's date of birth, if applicable
- 9. Group and/or plan identifier
- 10. Type of coverage (single, double, family)

- C. **Medical costs and/or premiums**
- D. **If pre-funding, statement of Plan Assets, target allocation and expected return by asset category**
- E. **Summary of Plan (conditions for eligibility and description of benefits provided).**

**Deliverables**

Each valuation year Watkins Ross would request the data outlined above, and upon receipt, would process it and prepare the final actuarial valuation report. It is anticipated that the report would be completed within six to eight weeks of data receipt. The final report would be mailed to you and we would either meet with you in person or remotely to review it, or respond to questions by telephone, at your election. For interim accounting, we will assist you in preparing entries for OPEB accounting based on results from the most recent valuation.

**Fees**

Our cost for completing a June 30, 2023 actuarial valuation for GASB Nos. 74 and 75 reporting would be \$4,100.

For 2024, we will use the 2023 valuation and roll-forward techniques to provide a GASB Nos. 74 and 75 report for \$1,300 to be invoiced after completion of that year's report.

If you have any questions about this material, or you need additional information, please call me at (616) 742-9244.

Sincerely,



Christian R. Veenstra, FCA, ASA, EA, MAAA  
President

This administrative Services Agreement is made between **Watkins, Ross & Co.** and the **Village of Lexington** with respect to administrative services to be performed for the benefit of the Postemployment Benefit Plan. This Agreement is effective for the fiscal years ending June 30, 2023 and June 30, 2024.

Watkins, Ross & Co.

Village of Lexington

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

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

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

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

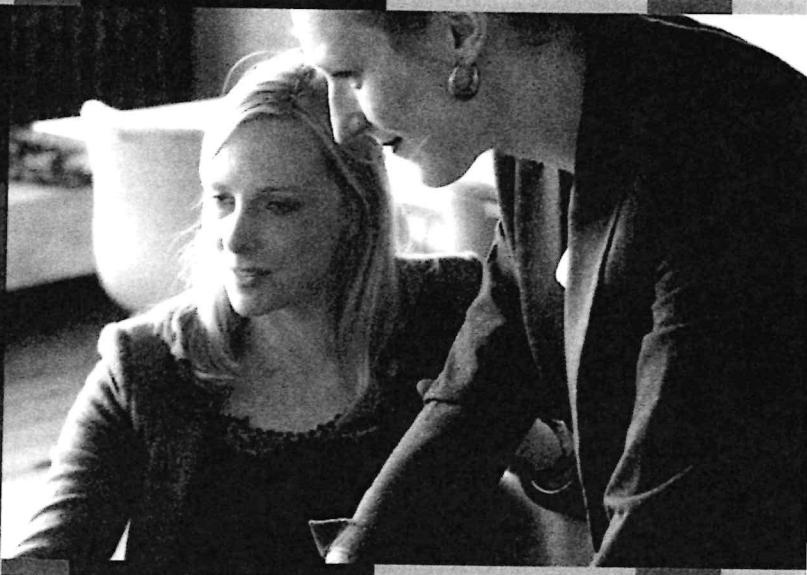
Date: August 10, 2023 \_\_\_\_\_

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

# WATKINS ROSS

## Actuarial Consulting & Administration

*Founded in 1948*



### OUR FIRM

Watkins Ross is a 100% employee-owned firm headquartered in Grand Rapids, MI. We provide consulting, actuarial and administrative services for various types of retirement plans and health plans.

### WR ADVANTAGES

We partner with our clients and business associates to clearly define the objectives of the firm and employees to assist in creating retirement and health benefits designed to meet these goals.

### RETIREMENT PLANS

Our retirement plan team is experienced in designing, implementing and administering retirement plans. We are skilled at educating our clients and communicating the regulations in a way that is understandable, allowing our clients to focus on the success of their businesses.

### HEALTH PLANS

Our health plan team is equipped to provide the full range of support services including data management and analysis, COBRA pricing, alternative plan design pricing and incurred but not reported claim reserve calculations. We are also equipped to provide long range forecasting of plan costs which include the effect of changes in employee premiums and employee cost sharing, deductible and coinsurance.

### WE ASSIST OUR CLIENTS IN COMPLYING WITH THE REGULATIONS IN A COST AND TIME-EFFICIENT MANNER

- Actuarial
- Consulting
- Administration/Record Keeping
- Document Services
- Legal, regulatory and reporting compliance



To: Village of Lexington Council

From: Lori Fisher, Village Manager

Date: August 17, 2023

Re: Credit Card Acceptance

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**Background:**

The Village does not currently accept credit cards as a form of payment. To receive our MEDC Michigan Redevelopment Ready Community Certification we must accept credit cards for payment for development fees. Additionally, all departments felt adding the payment method would be a convenience for residents and customers.

It is customary for governments to accept credit card payments and pass along the associated "convenience fee" as we don't have a profit to absorb the cost. While multiple agencies work with municipalities, Point and Pay has the capability to integrate with our BS&A Software modules so that payments can be directly imported. This option offers time savings and can reduce potential errors.

**Recommendation:**

While multiple vendors were investigated such as Elevation, Square, and Forte, Point and Pay offers the integration that would increase efficiency. The majority of payments would be less than \$400.00, assuming those are water and lot rent payments, and therefore the amount of the convenience fee is less important. Currently there is a \$500 start up fee that covers setting up the interface and integration, and a \$50 per month account fee.



# point&pay

Village of Lexington, MI

August, 2023

# point&pay

## About Point & Pay

- Nationwide payment processing solutions since 1999, based in Troy, MI
- More than 2000 clients in 48 states
- Provides proven, fully-integrated Secure Systems with PCI Level 1 certification
- Preferred partner of BS&A software
- Specializing in payment processing for:
  - Government
  - Courts
  - Clerks
  - Law Enforcement
  - Utilities
  - Education
  - Healthcare

# point&pay

## North American Bancard

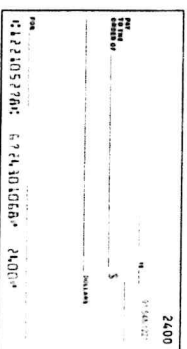
- One of the country's largest merchant services organizations
- Processes more than \$50 billion+ each year on behalf of 355,000+ merchants nationwide
- Through NAB, Point & Pay offers significant benefits to our clients:
  - POS processing and equipment
  - Check verification, imaging and processing
  - Gift card/loyalty services
  - Smartphone, tablet & mobile solutions
  - PCI compliance



# point&pay

## Point & Pay Unique Features

- Pick and Choose what your office needs/wants- Web-Phone-Counter-Mobile-Kiosk
- Customized
  - Web pages
  - Messaging on receipts
  - Unique IVR 800 number
- Shopping Cart option
- Real-time access to payments and notification options
- Standard POS, Kiosk, Mobile and more
- Data hosting
- E-billing
- Recurring Billing
- Integration options with many software vendors
- ACH verification
- Exclusions manager
- Consolidated settlement



# point&pay

PNP will try to use your colors and Custom Banner

City of  
Trenton

Government | Departments | Community | Information | Event Calendar

City of  
Trenton

2800 Third Street, Trenton, NJ 08611

## Step 1: Select Payments

Please complete the form below. When finished, click the Continue button and you will be directed to review the information for accuracy before your payment is processed. Note: \* indicates a required field.

### My Bills

Payment Type	Account Number	Amount	Order Item
▼ Payment Type *			
Business Personal Property Tax			
Parcel Number (with No Dashes or Spaces) *			
Amount			
<input type="button" value="Add Item"/>			

### Customer Information

First Name: Last Name: Address Line 1: Address Line 2: City: State: ZIP Code: Phone Number: Email Address: Washington

### Payment Information

Payment Method: Credit Card

AX Payments

open Monday-Friday  
8:00 AM - 5:00 PM

You can connect to data at this point or have PNP host data.

PNP will allow you to Customize the Fields for Payment Identification.



# point&pay

## Online: Payment Receipt

<http://www.point.com>

### Thank you for your payment!

This service has been provided by \_\_\_\_\_ and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to \_\_\_\_\_ Thanks for your online payment. For questions regarding your bill or payment please contact support at 1-888-123-4567

Name: Jane Doe  
Address: 123 Test Drive, Tampa FL 33987  
Contact: 1234567890  
Comments:

You can customize the message on the receipt

Payment ID: 6006382  
Date: 10/05/11 11:06 PM  
Subtotal: \$150.00  
Fee: \$2.50  
Total: \$152.50  
Method: Credit or Debit Card(\*\*\*\*\*1111)

Item Purchased	Transaction Description	Account	Amount
		999999999999	\$150.00

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

By signing this receipt you agree to the terms and conditions of this service.

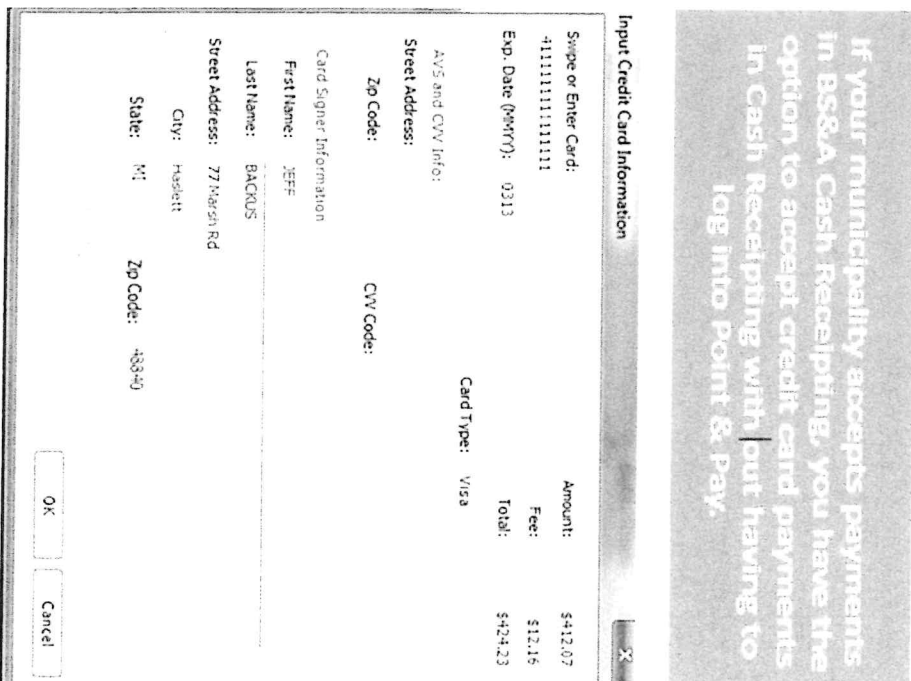
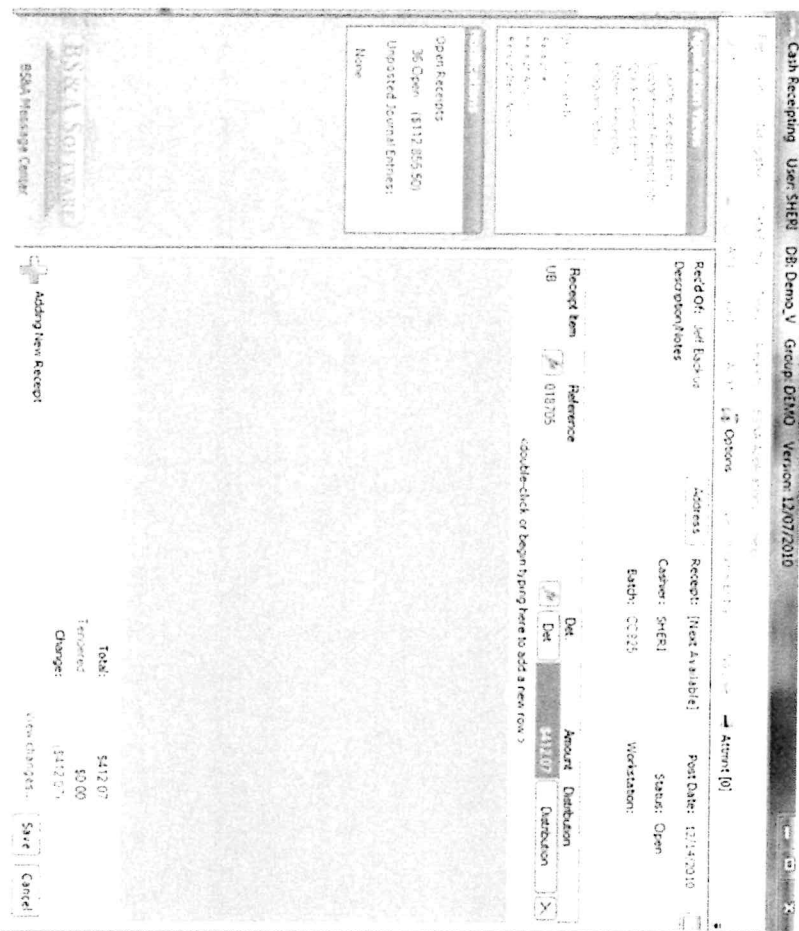
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *Point & Pay*. If you have any questions about the charges please call 1-888-891-6064

[Print Receipt](#) [Close Window](#)

# point&pay

## Credit Card Payments in BS&A Cash Receipting



# point&pay

## In person through Point & Pay

Staff views this screen to begin an over-the-counter transaction

### Payment Entry Form

Note: \* indicates a required field.

#### My Bills

Save X Delete Payment Type \*

Clear Fields  
Continue

#### Cardholder Information

First Name: \* Last Name: \*  
Address Line 1: Address Line 2:  
City: State: Zip Code: \*  
Phone Number: Email Address:

#### Payment Information

Payment Method: \* Swipes? \*  
Credit or Debit Card \*  
Swipes:

Click here to swipe card





# point&pay

Clerk can print a receipt for payer's signature, however Point & Pay does not require a signature.

## In Person Counter Receipt

### Thank you for your payment!

This service has been provided by City of Dearborn, MI and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to City of Dearborn, MI. Your payment was processed at 10:33 PM on 09/15/10. The City of Dearborn Thanks You for your payment.

Name: ERIN SMITH  
Address: 4227 SCHAEFER, DEARBORN MI, US, 48126  
Contact: 2036194918  
Comments:

Payment ID: 34692  
Date: 09/15/10 10:33 PM  
Subtotal: \$1451.87  
Fee: \$43.56  
Total: \$1495.43  
Method: Charge(\*\*\*\*\*1111)

Item Purchased	Transaction Description	Account	Amount
Property Tax - Summer	CityDearbornPropTxFmt	821018414027	\$1,451.87

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
By signing this receipt you agree to the terms and conditions of this service.

You will see two line items on your credit or debit card statement. One line will indicate the amount you paid to the City of Dearborn and will read CityDearbornPropTxFmt. If you have any questions about either of these charges please call 1-888-891-6064.

[Print Receipt](#)   [Close Window](#)

# Real Time Reporting

# point&pay

\* Access to web-based real-time reports 24/7

\* View data onscreen or export to excel

\* Customizable by:

- Date Range
- Payment type
- Channel
- Office
- Clerk

\* Work-log reports track clerk usage

Point&Pay

Home | Reports | Orders | Editors | Admin | Logout

Payment Report

Start Date: Mar 7 2012 | Start Time: 12:00 AM | End Date: Mar 7 2012 | End Time: 11:59 PM

Office: To: From: | User: | Product: | Channel: | Group By: | Payment Type: | Payment Method:

Update Report | Download to Excel | Print Report

Channel: AP

Pay Id	Method	Type	Status	Date	Account	Product	Name	Fee	Pmt Amt
0101088	Credit or Debit Card - Visa	Purchase	Approved - Comp	03/07/2012 12:32 AM	1234567890	Property Taxes	Star Kiosk	\$25.00	\$1,000.00
0101090	Credit or Debit Card - Visa	Purchase	Approved - Comp	03/07/2012 12:31 AM	1234567890	Property Taxes	Star Kiosk	\$25.00	\$1,000.00
0101092	Credit or Debit Card - Visa	Purchase	Approved - PCB	03/07/2012 08:51 AM	6500417	ERP	Em Depry	\$172.00	\$2,912.00
0101093	Credit or Debit Card - Visa	Purchase	Approved - PCB	03/07/2012 09:05 AM	648910	ERP	Em Depry	\$172.00	\$2,912.00

Channel Summary	Receipt Payment	Customer Paid Fee	Partner Paid Fee	Partner Paid Transfer	Debit Fee Settled by PMP	Fee Count	Receipt Payment	Customer Paid Fee	Partner Paid Transfer
Credit Card Payments	\$0.00	\$0.00	\$0.00	\$145.60	\$0.00	4	\$7,874.00	\$0.00	\$145.60
Check Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
Refunds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$145.60</b>	<b>\$0.00</b>	<b>4</b>	<b>\$7,874.00</b>	<b>\$0.00</b>	<b>\$145.60</b>

Report Totals

Summary	Count	Receipt	Payment	Customer Paid Fee
Credit Card Payments	19	\$783.21	\$743.48	\$39.75
Check Payments	4	\$1.00	\$1.00	\$7.00
Refunds	0	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>23</b>	<b>\$784.21</b>	<b>\$744.48</b>	<b>\$46.75</b>

Expected Deposit on 02/09/2012

Agency Account # | Originator | Payment Method | Deposit Amount

Total | Total | Total

# point&pay

## Over the Phone: IVR Payments



- Unique 800 telephone number for constituents to make payments
- Fully-featured IVR system accepting all credit and debit cards
- Option to connect to hosted data
- Presentation of convenience fee prior to payment
- Unique confirmation number generated for all payments
- Option to speak to live operator

## Transaction Flow

- Money Deposits 48 hours from end of day.  
*example: Monday ends at midnight, 48 hours takes place, when you check your bank account on Thursday deposit has been made.*
- Money can be deposited as one lump sum, or multiple deposits to same or different bank accounts, based on product type.
- Access to deposit in route information is available 24/7.

## Implementation

Week 1: Complete Product Worksheets and Client Application to set up each payment type; order Merchant IDs

Week 2: Receive welcome kit

Week 2-4: Receive card readers

Week 3-4: Receive test links and test credit cards

Week 3-5: Schedule and complete online training

Week 5-7: Go live

Timeline may vary by system customization

# point&pay

## Personalized Support



- Dedicated Account Manager and Project Manager
- Individual training for agency personnel
- Direct support for customers 24 hours a day, 7 days a week
- Personal assistance to resolve customer charge-backs

***You have unique needs... Point & Pay has intuitive payment solutions.***

MAP

## Convenience Fee Pricing

# point&pay

\$500 set up fee  
\$50 monthly maintenance  
fee

Convenience fee pricing  
Credit/Debit 3% with a \$2.00  
minimum



Card Readers  
2 card readers for free per  
department.  
Each additional card reader  
is \$50.00 each.

E-Checks  
\$3.00 up to \$10,000  
\$10.00 over \$10,000

Absorbed Pricing Available

Contact Information

point&pay

Richard Malone

Sales Executive

248-396-6541 Cell

248-622-4204 Direct Line

[rmalone@pointandpay.com](mailto:rmalone@pointandpay.com) Email





## Request for Proposal (RFP) for IT Services

The Village of Lexington, Michigan, is requesting proposals from qualified vendors to provide IT services. Proposals should address the specific requirements and services specified in this request for proposals. The Village currently has 4 locations of operation – Village Hall including Police and Fire, Mobile Home Park Office, DPW Office and Water Plant Office with the majority of the equipment being at the Village Hall and no interconnectivity between locations. The Village uses Microsoft operating systems and software applications, BS&A software, and Sensus (water).

### CONTRACT AGREEMENT:

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the 2-year contract. Contract shall commence on date of award.

Scope of Services - The Village of Lexington requires IT services for the following: The Village currently has approximately 16 computers. Some specialized equipment exists outside the scope of this project.

- Monitoring of network and system security (both wired and wireless)
- Network infrastructure and support
- Software installation, support, and maintenance
- Server monitoring, maintenance, and optimization
- Data backup and recovery
- Help desk and technical support
- Disaster recovery planning and support
- Training and educational services if necessary
- Maintenance/Replacement plan for equipment
- Remote access support

### Requirements:

- Proposals should include detailed descriptions of the services to be provided and the cost of the services.
- List of current certifications and accreditations, number of staff providing support services.
- Availability of a service desk or timeliness of service
- Policies and procedures related to data security, privacy, and backup



- Statement of any limitations in services that may be provided
- Proposals must include a timeline for completion of services and a maintenance plan for continued support of the Village's IT systems.
- Proposals must include a plan for periodic testing and evaluation of the IT systems.
- Proposals should include references of customers who have used the services provided.
- Experience and qualifications of staff
- LEIN Certified
- Statement of any conflicts of interest
- Vendor must maintain any and all applicable insurance coverages including Contractual and Professional Liability of \$1,000,000.
- Contractor will perform work as an independent contractor

Selection Criteria:

- Cost
- Experience and qualifications of the vendor
- Ability to meet the requirements and objectives
- Quality of service
- Customer references
- Proposals must include the following information:
  - a) Name and contact information for the vendor
  - b) Detailed description of the services to be provided

Submission of Proposal Proposals can be submitted in electronic form to [clerk@villageoflexington.com](mailto:clerk@villageoflexington.com) or to the Village of Lexington at the following address:

Village of Lexington Attn: IT Services RFP  
7227 Huron Ave  
Lexington, MI 48450

Proposals must be received by the Village no later than 5:00 PM EST on [Date]. Late proposals will not be accepted.

The Village reserves the right to reject all proposals, to waive any informality in the proposal process, and to accept any proposal that is deemed to be in the best interest of the Village. Questions regarding this RFP should be directed to the Village of Lexington at the above address.

## Vicki Scott

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**From:** zoning@villageoflexington.com  
**Sent:** Thursday, August 10, 2023 2:09 PM  
**To:** Vicki Scott  
**Subject:** DTE DONATION  
**Attachments:** EMAIL CORRESPONDENSE WITH DTE.docx

Vicki,

I wanted to share the email conversation I had with Joseph Burghardt from DTE Energy. I reached out to inquire if DTE would consider donating four utility poles and assisting with their installation. These poles would be strategically placed at both the South and North entrances of the Village. The purpose behind this initiative is to create a legal platform for hanging banner signage across M-25. By doing so, we aim to streamline event advertising within the village and reduce the need for multiple signage installations.

I'm currently seeking approval from the Village council to move forward with DTE's offer to donate and install the utility poles. Could you please add this information to the agenda please?

Thank you for your attention to this request.

Best regards,

Denny Klaas  
Village Zoning Administrator  
Village of Lexington  
(586)372-8035  
[zoning@villageoflexington.com](mailto:zoning@villageoflexington.com)

**EMAIL CORRESPONDENCE WITH DTE**

Good morning Dennis and Chris.

I just spoke to Michael Sage in our Regional Relations group and it sounds like DTE is going to be able to assist with this request.

I think the plan is for Michael to put you in touch with a member of our Distribution Operations team that he spoke with in regards to your request.

Thanks again Michael!

Have a great day.

Joseph Burghardt  
DTE Energy  
Community Lighting  
Account Manager

From: zoning@villageoflexington.com <zoning@villageoflexington.com>  
Sent: Wednesday, June 21, 2023 7:48 AM  
To: Joseph E Burghardt <joseph.burghardt@dteenergy.com>  
Subject: [EXTERNAL] Inquiry for Donation and Installation of Used DTE Poles for Village of Lexington Event Banners

Joseph,

My name is Dennis Klaas, and it was nice to meet you yesterday. I am reaching out to you on behalf of the Village of Lexington. We are , dedicated to promoting local events and ensuring the safety of our residents.

I am writing to inquire if DTE would consider donating and installing two used DTE poles within our village. The purpose of these poles would be to hang banners that advertise local events, thereby reducing the need to post signs along the roadway, which can sometimes distract drivers and compromise road safety.

We believe that having designated poles for event banners will provide a safer and more effective means of promoting our community's activities. By utilizing these poles, we can ensure that event information is prominently displayed in a visually appealing manner, catching the attention of residents and visitors alike.

We understand that DTE often has retired utility poles available, and we would be immensely grateful if two such poles could be made available for our community's use. This generous donation would significantly contribute to the beautification of our village and the successful promotion of local events.

Additionally, if DTE is able to assist us with the installation of these poles, it would be of great help to our community. We recognize that the installation process requires expertise and specialized equipment, and any support DTE can offer in this regard would be sincerely appreciated.

By collaborating with DTE on this endeavor, we hope to not only enhance community engagement and participation but also prioritize road safety by reducing potential distractions for drivers. Our intention is to create a visually appealing and informative atmosphere that encourages residents and visitors to actively engage in the events taking place in our vibrant village.

We kindly request your consideration of our inquiry for the donation and installation of two used DTE poles. Should you require any additional information or have any questions regarding our proposal, please do not hesitate to reach out. We genuinely value DTE's commitment to community development, and we believe that this collaboration would greatly benefit the Village of Lexington.

Thank you for your time and attention to this matter. We eagerly await your response and the opportunity to discuss this further.

Regards,

Denny Klaas  
Village Zoning Administrator  
Village of Lexington  
(586)372-8035  
zoning@villageoflexington.com

## Vicki Scott

---

**From:** zoning@villageoflexington.com  
**Sent:** Thursday, August 24, 2023 11:18 AM  
**To:** Vicki Scott  
**Subject:** Banners (Event Announcements)

Vicki,

Looks like the village would need to apply for a permit for a banner over a state highway.

The placement of banners within the state highway right-of-way shall be subject to the provisions of Public Act (PA) 200 of 1969, as amended, entitled Driveways, Banners and Parades and the Administrative Rules, Part 4.

Banner content shall be related to an activity taking place within and shall be located within the jurisdictional boundaries of the local governmental agency applying for the permit. Only those events sponsored by the local governmental agency having a community wide interest or program shall be granted permission to place banners over state highway right-of-way. Events having a community wide interest by religious groups, private enterprises, service clubs, ethnic groups, etc., must be jointly sponsored by the local governmental agency.

A permit shall not be issued for a banner along or over limited access right-of-way. The duration of a banner placement shall not exceed three weeks except for Christmas, for which the maximum duration is 6 weeks.

Applicants must submit an individual permit application package through the Construction Permit System (CPS) with the following, if applicable:

Description of activity displayed on banners

- Location of the proposed installation including distance to overhead traffic control devices
- Description/sketch of the banners including any legend or symbols
- Minimum height of an overhead banner above the pavement
- Date on which the banner shall be installed and removed

All construction permit applications are submitted and purchased through the MDOT Permit Gateway available thru MiLogin online system.

For more information on the construction permit process, visit Right-of-Way Construction Permits.

<https://www.michigan.gov/mdot/business/permits/right-of-way-construction/banners-event-announcements>

ORDINANCE NO. [XX-XXXX]: REGULATION OF OVERFLOWING TRASH AROUND DUMPSTERS

WHEREAS, maintaining a clean and sanitary environment is essential for the well-being and aesthetics of our community.

WHEREAS, overflowing trash around dumpsters can attract pests, cause unsightly conditions, and contribute to environmental hazards;

WHEREAS, it is the responsibility of property owners, tenants, and waste management providers to ensure proper waste disposal and containment;

NOW, THEREFORE, BE IT ORDAINED BY Village of Lexington

SECTION 1: DEFINITIONS

1.1. Dumpster: A large waste container for the temporary storage of refuse, often used by multiple households or businesses.

1.2. Overflowing Trash: Excess waste that spills over the sides, top or around of a dumpster, as well as waste deposited on the ground around the dumpster.

SECTION 2: PROHIBITIONS

2.1. It is prohibited for any individual, property owner, tenant, waste management provider, or any other party to tolerate or facilitate the presence of overflowing trash on their premises or in the vicinity of their dumpster situated on any property within the boundaries of the Village.

2.2. It shall be unlawful to leave, dispose of, or cause to be left or disposed of, any waste material on the ground, pavement, or any area surrounding a dumpster.

SECTION 3: RESPONSIBILITIES

3.1. Property owners and occupants shall ensure that dumpsters are of sufficient size and frequency of emptying to prevent overflowing trash.

3.2. Property owners and occupants shall arrange for timely and regular collection of waste to maintain the proper containment of refuse within the dumpsters.

SECTION 4: MAINTENANCE AND ENFORCEMENT

4.1. Property owners shall be responsible for ensuring that dumpsters are maintained in good condition and repaired as necessary to prevent leakage and spillage.

4.2. The Village Code Enforcement Officer shall monitor compliance with this ordinance and investigate reports of overflowing trash.

4.3. Violations of this ordinance shall be subject to penalties and enforcement measures as established by the Village's code enforcement procedures.

SECTION 5: PENALTIES

5.1. Violations of this ordinance shall be subject to fines and penalties as determined by the Village Council. Penalties may increase for repeated violations.

5.2. In addition to fines, property owners or occupants found in violation may be required to remedy the condition and bring the property into compliance within a specified timeframe.

SECTION 6: SEVERABILITY

6.1. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 7: EFFECTIVE DATE

7.1. This ordinance shall take effect [XX] days after its adoption and publication in accordance with applicable law.

PASSED AND APPROVED this [Day] day of [Month], [Year].

[Village Council President's Name], Village Council President

ATTEST:

[Village Clerk's Name], Village Clerk



## Dumpster Violations and Fines

All trash must be placed inside the dumpster with the top securely closed or in trash receptacles with covers secured and locked when not in use. Recycling materials may be placed in a recycling bin. A violation occurs when any trash is outside the dumpster or trash receptacle and recycled materials are outside the recycle bin.

- 1<sup>st</sup> Violation: Photo taken  
Hand-delivered or emailed or mailed.  
Fine: Warning  
Cell phone number (s) requested from owner.
- 2<sup>nd</sup> Violation: Photo taken at least twenty-four (24) hours after the first violation.  
Hand-delivered or else texted and/or emailed with a photo of it.  
Fine: \$50 Citation to be paid within five (5) business days, or it is doubled.
- 3<sup>rd</sup> Violation: Photo taken at least twenty-four (24) hours after the second violation.  
Hand-delivered or else texted and/or emailed with photo of it.  
Fine: \$100 Citation to be paid within five (5) business days or it is doubled.
- 4<sup>th</sup> Violation: Photo taken at least twenty-four (24) hours after the third violation.  
Hand-delivered or else texted and/or emailed with photo of it.  
Fine: \$200 Citation to be paid within five (5) business days, or it is doubled.
- 5<sup>th</sup> Violation: Photo taken at least twenty-four (24) hours after the fourth violation.  
Hand-delivered or else texted and/or emailed with a photo of it.  
Hand-delivered, texted, or emailed.  
Fine: \$300 Citation to be paid within five (5) business days, or it is doubled.
- 6<sup>th</sup> Violation: Photo taken at least twenty-four (24) hours after the fifth violation.  
Hand-delivered or else texted and/or emailed with a photo of it.  
Hand-delivered, texted, or emailed  
Fine: \$500 Citation to be paid within five (5) business days, or it is doubled.
- 7<sup>th</sup> Violation: Photo taken at least twenty-four (24) hours after the sixth violation.  
Hand-delivered or else texted and/or emailed with a photo of it.  
Hand-delivered, texted, or emailed  
Fine: \$1000 Citation to be paid within five (5) business days, or it is doubled.
- Subsequent Violations: Photo taken at least twenty-four (24) hours after the previous violation.  
Hand-delivered or else texted and/or emailed with a photo of it.  
Hand-delivered, texted, or emailed.  
Fine: \$1000 Citation to be paid within five (5) business days, or it is doubled

In the absence of any violations for a minimum period of twelve (12) months, the count of violations will reset to zero.

DRAFT

July 17, 2023

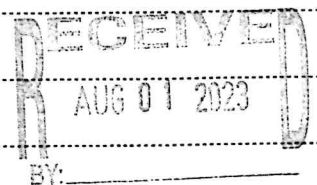
Dear Cindy or Who Ever it Concerns,

I, Martha McClelland, is resigning from the Environmental Committee.

I have enjoyed my time of service to the Village with all that we have accomplished and continue to achieve.

I wish you more and more success in making our "special Village" beautiful!

Sincerely,  
Martha



## Vicki Scott

---

**From:** Kathleen DeCoster <trustee2@villageoflexington.com>  
**Sent:** Wednesday, August 23, 2023 2:02 PM  
**To:** Vicki Scott  
**Subject:** Re: Beautification Project Report

Well it is pretty much the same as last time. I have not had a chance to get serious about this committee. Summer has been too busy or hot but I haven't forgotten about it

On Wed, Aug 23, 2023 at 1:36 PM Vicki Scott <[clerk@villageoflexington.com](mailto:clerk@villageoflexington.com)> wrote:

Hi Kathy,

Just a friendly reminder that I need an email/report from you for the council packet regarding the update on the beautification project.

Once again, I appreciate all you do.

Thanks,

Vicki A. Scott

Village Clerk

Village of Lexington

(810)359-8631 ext.104

[clerk@villageoflexington.com](mailto:clerk@villageoflexington.com)

## *Lexington Municipal Cemetery*

Proposal for new coverings for Chapel stained glass windows

08/28/2023

The Chapel needs one additional improvement to finalize updates. In the past 2 years we have regouted and repaired the stained glass windows, installed new shingles and a new furnace. We now need to replace the current storm coverings for the Chapel stained glass windows.

Reasons for replacing current storms:

\*Storms do not cover entire window. Since the side windows can open they were not fully covered. This allows intrusion of air, rain, & insects. One side window warped allowing rain to intrude and damage the Chapel floor.

\*Storms are clouded & have cracked at some of the mounting points, presenting an unsightly appearance.

\*Storms are 1/8 inch acrylic, which breaks easily & provides little protection for the stained glass windows if struck by a stone or other object. Replacement with ¼ inch Lexan or acrylic will provide excellent strength and resistance to damage by thrown objects.

Attached are four quotes for window protection. The Cemetery Board recommends the bid of Port Huron Glass ( \$5,585) ,as they are local, price competitive, and provide full service from measurement to installation.

**The Board recommends approval of not to exceed \$6,000 to cover the event of material price increases.**

Cemetery Board Members:

Richard Stapleton  
Chuck Albertson  
Patty Davis

*Lexington Municipal Cemetery*  
Bids for Chapel Storm Windows  
7/24/2023

**Burton Studios** Port Huron, MI.

\*Donnie Burton will honor Bob Lowe's bid of last year. Wood frames of white oak. Construct, paint & install. \$7,000  
Acrylic 1/4", with 1" vents.

**Allied Window, Inc.** Cincinnati, OH

\*Removable storms that mount into a frame with hidden mounting brackets, we measure, make template, we install. No venting.

\$6,087

**Old Fashioned Windows** Newark, NJ

\*Direct mount, pine frames, includes shipping, we install, & paint.

\$5,362

Pine is not a durable wood,. Bid not viable since we measure,make template, install, paint, etc.

**Port Huron Glass,** Port Huron, MI

Unframed ¼ inch Lexan attached directly to outer frame of windows. Bid includes measurement, delivery & installation. This bid is recommended since the price is competitive, the bidder is local and provides full service from start to finish.

\$5,585

*Lexington Municipal Cemetery*

7/24/2023

**Other Storm window contacts—no bids**

**Wiskirchen Studios**-Sylvania, Ohio-----Not interested.

**Tailor Made windows**—Eastpointe, Michigan---Not interested.

**Trillium Glass**—London, Ontario—don't do storms.

**Window Creations**—Bid last year, \$11,000—Did not wish to rebid.

**Lynchberg Stained Glass**—No response to bid request.

**Blue Water Glass**—Port Huron, MI, Not interested-Do only larger commercial projects.

**Bob Lowe**--Port Huron, Mi.-Bid \$9,000 last year, too busy.

*Burton Studios*  
*1303 Church Street*  
*Port Huron, Mi, 48060*  
*810-985-7575*

Quote for installation of 6 storm windows on Lexington Municipal Cemetery Chapel, 6971 Dennisen, Lexington, Michigan:

Storms will be 1/4" acrylic mounted in white oak 2" wide x 1 1/4" thick.

\* 4 storms approximately 22" x 60" with 2 top 1" circle vents & 2 bottom circle vents mounted in the acrylic so they are not visible over stained glass.\*\*

\*2 storm windows constructed in 2 parts, 2 with a half circle top approximately 24" high x 42" wide & 2 rectangular approximately 88" high x 42" wide. 3 -1" circle vents at the top of circle storms & 3 -1" vents at bottom of rectangular storms mounted in the acrylic so they are not visible over the stained glass.\*\*

Storms will be sealed & painted Forrest green to match chapel paint.

Storms will be mounted with stainless steel screws.

Measurement, delivery, & installation is provided by Burton Studios.

\*\*Final measurement for storms will be determined by Burton Studios.

**Total cost-----\$7,000**

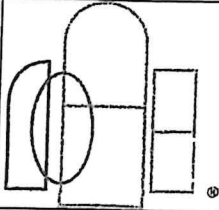
**\$3,500 advanced deposit required prior to commencement of work.**

Quote by: Donnie Burton, Owner

08/14/2023

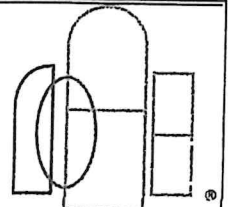


# Proposal



**ALLIED WINDOW, INC.**  
THE WINDOW PROFESSIONALS

11111 Canal Road  
Cincinnati, OH 45241  
(513) 559-1212 · 800-445-5411 · FAX: (513) 559-1883  
email: info@alliedwindow.com



PROPOSAL SUBMITTED TO:		PHONE	DATE
Lexington Municipal Cemetery		(810) 712-1721 x	6/8/23
STREET	FAX	Cell	
6971 Dennison	( ) -	( ) -	
CITY, STATE & ZIP CODE	JOB NAME	Lexington Municipal Cemetery	
Lexington MI 48450	JOB LOCATION		
CONTACT	Richard Stapleton		

We hereby submit specifications and estimates for:  
**Fabricate and Deliver (6) custom exterior storm windows.**

- QUOTE INCLUDES:
- \* MAOL-A (monumental allied one lite) removable insert form master frame
  - \* Custom Color to match sample provided by Customer.
  - \* Glazing: 1/4" Clear Tempered in Circle Top / Annealed in square units
  - \* (2) Custom Circle Top Shapes
  - \* Mylar foam tape at head & jambs to eliminate the need for caulking.
  - \* Deep Guide Channel Mounting Stops
  - \*
  - \*

\$1,037.00 -Shipping Costs Included  
TOTAL COST = \$6,087

**Current Lead Time: Approx. 20-22 weeks \*FROM RECEIPT OF FINAL DIMENSIONS\*. Lead time subject to availability of materials.**

We Propose hereby to furnish material – complete in accordance with above specifications, for the sum of:  
(See Above) Dollars (\$6087.00)

Payment to be made as follows:  
1/3rd Deposit, Net Prior to ship!

Pricing does not include any state sales tax. All material is guaranteed to be as specified.

Authorized Signature  
*Bob Schumacher*  
Bob Schumacher

Note: This proposal may be withdrawn by us if not accepted within 30 days.

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

SIGNATURE

SIGNATURE

DATE OF ACCEPTANCE

---

**From:** [oldfashionwindow@aol.com](mailto:oldfashionwindow@aol.com)

[oldfashionwindow@aol.com](mailto:oldfashionwindow@aol.com)

**To:** [rds724@hotmail.com](mailto:rds724@hotmail.com)

[rds724@hotmail.com](mailto:rds724@hotmail.com)

**Sent:** Wednesday, June 7, 3:01 PM

OLD FASHIONED WINDOWS

66 Garden Street  
Newark, NJ 07105  
(973) 359-9161

[www.oldfashionedwindows.com](http://www.oldfashionedwindows.com)  
[oldfashionwindow@aol.com](mailto:oldfashionwindow@aol.com)

5/25/2023 Richard Stapleton  
[973-359-9161](tel:973-359-9161)

[rds724@hotmail.com](mailto:rds724@hotmail.com)

4	wood storm windows 22 x 60 1-light single strength glass	\$410.00	\$1,640.00
2	wood storm windows 42 x 108 round top approx 42 x 44 single strength glass bottom part 42 x 64 with 1/2 lap tempered glass	\$1,861.25	\$3,722.50

plus shipping and crate \$5,362.50

50% deposit required

plus tax if applicable

thank you

Ronald L Nitti

7-8 weeks

Acceptance of orders

Orders are subject to conformation.

All orders may be revoked by us after acceptance because of  
fires,

floods, accidents, strikes, stoppage of labor or any cause  
beyond our control.

**Port Huron Glass**

4120 Lapeer Rd  
Port Huron, MI 48060

Phone 810-985-8104

# Estimate

Date	Estimate #
7/20/2023	3150

Name / Address
Lexington Cemetary 6971 Denissen St Lexington Mi

Project

Description	Qty	Rate	Total
<p>Please to quote the following</p> <p>This is to install 1/4 UV Lexan with vent holes . No framing . Will seal lexan to the brick</p> <p>Total of six 1/4 inch Lexan storm coverings</p> <p>Four rectangular covers approximately 21 5/8"W x 68 7/8" H.</p> <p>Two domed covers Approximately 41 1/2" W x 112" H.</p> <p>Final dimensions to be determined by Port Huron Glass</p>	1	5,585.00	5,585.00T

**PRICE IS FIRM FOR 30 DAYS! PLEASE CALL OUR OFFICE IF ANY QUESTION 810.985-8104**

Subtotal

Sales Tax (0.0%)

**Total**

E-mail
porthuronglass@aol.com

Fax #
810.985.8029

Port Huron Glass

4120 Lapeer Rd  
Port Huron, MI 48060

Phone 810-985-8104

# Estimate

Date	Estimate #
7/20/2023	3150

Name / Address
Lexington Cemetary 6971 Denissen St Lexington Mi

Project

Description	Qty	Rate	Total
<p><b>This Quote Includes:</b></p> <p>1. Measuring, Delivery, and Mounting</p> <p>2. Mounting holes will be drilled &amp; stainless mounting screws will be provided.</p> <p>3. Aluminum venting discs will be provides &amp; installed for vent holes.</p> <p>4. Placement of screw mounting holes &amp; vents holes will be determined after final measurements.</p>			

PRICE IS FIRM FOR 30 DAYS! PLEASE CALL OUR OFFICE IF ANY QUESTION 810.985-8104

Subtotal
Sales Tax (0.0%)
<b>Total</b>

E-mail
porthuronglass@aol.com

Fax #
810.985.8029

Port Huron Glass

4120 Lapeer Rd  
Port Huron, MI 48060

Phone 810-985-8104

# Estimate

Date	Estimate #
7/20/2023	3150

Name / Address
Lexington Cemetary 6971 Denissen St Lexington Mi

Project

Description	Qty	Rate	Total
Lead time is 2-3 weeks  A 50% deposit is required to place this order if using a credit card there is a 4% service fee			

PRICE IS FIRM FOR 30 DAYS! PLEASE CALL OUR OFFICE IF  
ANY QUESTION 810 985-8104

Subtotal	\$5,585.00
Sales Tax (0.0%)	\$0.00
<b>Total</b>	<b>\$5,585.00</b>

E-mail
porthuronglass@aol.com

Fax #
810.985.8029



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BILL ANGERBRANDT AGENCY LLC 50 N HOWARD AVE STE#1 CROSWELL MI 48422	<b>CONTACT NAME:</b> BILL ANGERBRANDT <b>PHONE (A/C, No, Cell):</b> 810-679-9801 <b>FAX (A/C, No):</b> 810-679-9824 <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: FARM BUREAU INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER- <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		S 2997556	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 2997555	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEF:      RETENTIONS:		U 2997558	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/UMBER/CAUCUS/CLUB (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	Y/N	WCC 2997557	06/01/2023	06/01/2024	PER STATUTE      OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Lexington Municipal Cemetery 6971 Denissen St Lexington MI 48450	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE BILL ANGERBRANDT
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Charter Township of Port Huron, Michigan

## 2023 BUSINESS LICENSE

LICENSE NO. BL-12-03529

The licensee herein, having paid all the fees required, is hereby granted said license to transact the business set forth, for the stated period.

**THIS LICENSE IS ISSUED TO:**

74-28-999-0153-000

PORT HURON AUTO GLASS

4120 LAPEER RD

PORT HURON, MI 48060

*Ordinance Provides that this license must be displayed in a conspicuous place and fee must be paid to be valid.*

Licensee accepts the license(s) herein granted upon the express condition that the same may be revoked by the proper authority under the provisions of the Township Ordinances. License is not transferrable. Surrender of license shall not entitle licensee to any refund.

**EXPIRES: December 31, 2023**

Business License Issued By:  
Charter Township of Port Huron  
Business Licensing Department

# LEXINGTON CEMETERY POLICIES

Policy# 703-05

## A. Cemetery Pricing Policy:

### Gravesite:

Resident	\$485
Resident ½ Gravesite *	\$245
Non-Resident	\$900
Non-Resident ½ Gravesite *	\$450

### Interments:

Resident, Weekdays	\$520
Resident, Weekends & Holidays	\$660
Non-Resident, Weekdays	\$660
Non-Resident, Weekends & Holidays	\$795
Resident, Child (under 1 year)	\$280
Non-Resident, Child (under 1 year)	\$550

### Cremated Ashes:

Resident, weekdays	\$200
Resident, weekends/holidays	\$225
Non-Resident	\$250
Non-Resident weekends/holidays	\$275

### Disinterment/Removal:

Pricing is determined by scope of work required

\*1/2 gravesites are only sold in areas designated for cremated ashes.

## B. Definitions:

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

**Cemetery** means any cemetery owned and operated by the Village.

**Cemetery Board** means a committee consisting of no less than three or more than five individuals appointed by the Village Council.

**Columbarium/Cremation Headstone** means a structure for the inurnment of cremated remains in lieu of burial.

**Cremation Section** means an area of the cemetery reserved for cremated remains only.

**Double marker** means a monument which is larger and is placed upon two graves or gravesites.

**Family monument** means a monument which is larger and is placed upon a family lot.

**Family Lot** means a lot for a family or some other group which consists of at least 8 individual graves or gravesites in a single block and owned by a single person.

**Flower urn** means a receptacle for the planting of flowers made of durable concrete, granite, marble, standard bronze, or other material equivalent in durability approved by the Sexton.

**Gravesite** means a burial space 4 feet wide by 9 feet long.

**Grave** means a gravesite at which there has been an interment.

**Interment** means burial of human remains.

**Inurnment** means placement of cremated remains in a columbarium or gravesite.

**Lot** means a land area 16 feet wide by 18 feet long which equals a maximum of 8 gravesites.

**Marker** means a memorial made of durable granite, marble, standard bronze, or other material equivalent in durability approved by the Sexton. Flush markers are level with the turf while bevel or slant markers extend above the turf.

**Monument** means a tombstone or memorial which extends above the turf made of durable granite,



marble, standard bronze, or other material equivalent in durability, approved by the Sexton.

*Resident* means a person who:

- (1) *Is an eligible voter or could effectively register to be an eligible voter in the Village;*
- (2) Claims a homestead exemption, as defined by state law, on property in the Village, for which the person paid Village property taxes in the preceding year and which the person still owns;
- (3) Is a minor child or lives within the Village as a dependent of a person who qualifies as a resident;
- (4) Has qualified as a resident under subsection (1) or (2) of this definition and moved directly from the Village to a nursing home, licensed under the Adult Foster Care Facility Licensing Act, Michigan Public Act NO. 218 of 1979 (MCL 400.701 et seq.), or some successor statute and remained continuously in that or some other licensed nursing home; or
- (5) Has qualified as a resident under subsection (1), (2), (3), or (4) of this definition during the preceding six months.

*Sexton of the Cemetery* means the individual appointed by the Cemetery Board to manage a cemetery.

#### **C. Liability:**

Neither the Sexton nor the Village employees working in the cemetery shall be liable for floral arrangements, decorations, monuments, or markers. The Village shall not be liable for damage of any kind that may occur to such items in the normal course of cemetery operations. No officer, agent, or employee of the Village shall be liable for any damage which may appear to any persons as a result of any act, decision or other consequence or occurrence arising out of the discharge of duties or responsibilities pursuant to this policy. The Village shall not be held responsible for damages by elements, acts of God, common enemies, thieves, vandals, strikers, malicious makers, explosions, unavoidable accidents, invasion, insurrections, riots, or the order of any military or civil authority, whether the damages may be direct or collateral.

The cemetery shall generally open at 7:00 a.m. and close at 9:00 p.m. for visitation each day; all such times are subject to change according to the discretion of the Village council. Any person who gains entrance or is found in the cemetery after 9:00 p.m. and before 7:00 a.m. the next day may be treated as a trespasser and prosecuted under this policy. Village Hall office hours generally are Monday to Friday, 8:00 a.m. to 4:00 p.m.

#### **D. Fees:**

- (1) All fees or charges for services shall be payable to the Village and paid at the Village Hall or to a designee of the Village clerk. Such charges or fees shall be established, subject to change, by resolution of the Village Council.
- (2) No other Village employee may solicit or accept any form of payment or gratuity for work or services rendered. Village employees at the cemetery are not permitted to do any work for burial rights holders or interested parties except upon the direct order of the Sexton.
- (3) *The Village Council may establish lower fees for residents than it establishes for those persons who are not residents.*
- (4) The full purchase price of the designated gravesites and the full fee for a grave opening shall be paid before any proposed interment occurs. A deed will be issued upon full payment.
- (5) Arrangements for the payment of any further indebtedness due to the Village for an interment

- in the cemetery shall be made before the proposed interment occurs.
- (6) The charges for any disinterment or removal shall be paid in advance.
  - (7) *Fees not paid within 30 days of purchase agreement shall result in cancellation of the agreement.*

**E. Records:**

The Sexton or designee shall be responsible for all cemetery records, including all interments, burial permits, sale of gravesites. Cemetery records shall be kept separate from any other records of the Village.

**F. Sale of Gravesites:**

Gravesites shall be sold by the Village at prices established by resolution of the Village council. The sale of gravesites grants a right of burial only and does not convey any other title to the gravesite/grave or burial sold. *No sale shall be made to funeral directors in their role as funeral directors; any sales to funeral directors shall be to them as individual persons to the extent they are eligible to purchase gravesites under this policy.* ½ gravesites shall only be sold in areas designated for cremated ashes.

**G. Transfer/Sale Back to Village:**

Any transfer of a gravesite must be documented by written notification to the Sexton by the owner. The Sexton shall record transfers in the official records. No gravesite shall be purchased or sold or rights transferred for speculative purposes. Burial rights may only be transferred to those persons eligible to be original purchasers of gravesites.

The Village will buy back gravesites at the original purchase price. The seller must provide proof of ownership and purchase price. A gravesite owner may gift gravesites to local churches.

**H. Descent:**

Ownership of a gravesite shall descend as directed by will or other suitable document signed by the assignor. In the abuse of such will or other suitable document, the gravesite shall descend as personal property under the applicable status of the state. Gravesites remaining unused for 75 years or greater may be researched and reclaimed by the Village.

**I. Conduct at Funerals:**

All cemetery work of any description being conducted in the general area of a funeral shall cease while the funeral is being conducted. All trucks and workers shall withdraw a reasonable distance from the location of the funeral. The Sexton shall have the authority and discretion to enforce this

section as deemed necessary.

**J. Operation of Vehicles; Regulation of Roads, Drives and Walkways:**

- (1) No person may drive a vehicle in excess of ten mph in the cemetery.
- (2) No easement or right of interment shall be granted to any person in any road, drive, alley, walk or aisle within the cemetery. However, such roads, drives, alleys, walks, or aisles may be used when necessary as a means of access to locations in the cemetery if they are devoted to that purpose.
- (3) All persons within the cemetery shall use only the designated roads, drives, alleys, walks and aisles. However, a person may carefully walk upon or cross graves, gravesites or lawns when necessary to gain access to a grave or gravesite.
- (4) Any vehicle parked on the grass may be ordered removed by the Sexton and the owner and/or operator shall be responsible for all costs.
- (5) No person may operate a vehicle in the cemetery for recreation purposes.
- (6) No person may park a vehicle in front of an open grave unless the person is attending the *funeral pertaining to such open grave and the parking area is not otherwise reserved.*
- (7) No person shall enter the cemetery except through permitted point of entry.

**K. Funerals:**

- (1) No funeral procession shall enter the cemetery unless authorized by the Sexton. Once in the cemetery, a *duly authorized funeral procession shall proceed according to and under the direction of the Village employees until completion.* Funeral directors must present the necessary burial or transit permit as requested by the state law together with appropriate identification of the person to be interred in the gravesite.

**L. Conduct of persons:**

- (1) Within the cemetery, all persons are prohibited from picking flowers (wild or cultivated), breaking or injuring any tree, shrub or plant, or writing upon, defacing or destroying any memorial, marker, fence or other structure. No person may destroy or otherwise disturb the birds or other animal life within the cemetery unless authorized by the Sexton.
- (2) Within the cemetery, no person may loiter, litter, use profane language, or bring in or consume alcohol. No person may possess firearms without the approval of the Sexton unless the person is a duly authorized law enforcement officer or a duly authorized military escort for a veteran's funeral or memorial service.
- (3) *No person may walk or allow dogs or other animals in the cemetery.*
- (4) Peddling of flowers or plants or soliciting the sale of any commodity, other than gravesites by the Sexton, is prohibited within the cemetery.
- (5) No signs, notices, or advertisements of any kind shall be allowed in the cemetery unless placed by authorized Village employees.
- (6) Proper conduct must be observed on cemetery grounds at all times. The cemetery shall not be used as a place for recreational activity. The Sexton shall have the authority to direct the removal from the cemetery any person who acts in a disrespectful manner or without proper decorum.
- (7) Persons conducting business on the grounds of the cemetery must furnish proof of insurance/license upon request by the Village or Sexton.

**M. Sundays and Holidays:**

Interments, disinterments, or removals shall be subject to an additional fee set by the Village Council

and added to the regular interment charge if they occur on Saturdays, Sundays or any of the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and any additional holidays specified by the Village Council.

**N. Interment, Disinterment:**

- (1) Notice of interment, including exact location of the grave, must be given to the Sexton at least 24 hours in advance of the proposed interment. The proposed time of the interment must be approved by the Sexton. Seven-day notice is required prior to any proposed disinterment or removal. The Sexton may delay an interment until a more appropriate time if the remains arrive at the cemetery entrance after 4:00 p.m., if two or more funerals arrive at the same time or approximately the same time, or if the interment is to occur on a Saturday, Sunday, or holiday. If two or more funerals arrive at the same time or approximately the same time for interment, if the remains arrive at the cemetery entrance after 4:00 p.m., or if the interment is to occur on a Saturday, Sunday, or holiday, an additional fee established by resolution of the Village council shall be added to the regular interment charge.
- (2) Except as provided in this section, only one full burial may be interred in a gravesite. A parent and an infant child under 1 year, or two children of less than three years of age, may be interred together if they are interred at the same time. In extraordinary circumstances, the Sexton may approve other multiple interments in a single gravesite.
- (3) *Interments shall be limited to the following:*
  - (a) One (1) adult size casket/vault and one (1) urn of cremated ashes or one (1) child size casket/vault and two (2) urns of cremated ashes per gravesite.
  - (b) Four (4) urns of cremated ashes with or without urns per gravesite.
  - (c) Two (2) urns or cremated ashes per ½ gravesite.
  - (d) *No full burials where a columbarium / cremation headstone is present.*
- (4) Cremated remains sent or delivered to the Village shall be permanently interred within a period of four working days after receipt. Cremated remains delivered by a local funeral home must have prearranged interment plans. If arrangements are not made for permanent interment within those time periods, the Village shall not be liable or responsible for damage to or loss of cremated remains or the container holding the remains.
- (5) Cremation vaults are not required, but are permitted.
- (6) No gravesite shall be used for any purpose other than the burial of the human dead.

**O. Cremation Section:**

No monuments other than the designated monument established by the Village are permitted. Cremated remains shall be identified on the designated monument by name and dates of birth and death. Names may be placed on the designated monument prior to interment, or even prior to death, so that persons such as husbands and wives may be listed together if a gravesite has been purchased for all individuals listed. Two flags in holders placed by the Sexton will honor all veterans in the cremation section; no other flags or flower urns will be permitted. Two cremated remains are permitted in a ½ gravesite.

**P. Vaults:**

In order to maintain a standard care and to eliminate sunken graves caused by the collapse of wood or metal containers, all full burials must be made in standard vaults made of concrete or other material approved by the Sexton. Reinforced plastic or combination units may be used for infant interments or

cremains only. Vaults are not required for interment of cremains.

**Q. Handling of Errors:**

- (1) The Sexton shall have the right to correct any errors involving interments, disinterments, or the description, transfer, or conveyance of any grave or gravesite.
- (2) When an interment is to be made in the cemetery, the location of the interment shall be designated by the owner of the gravesite or by heirs of the owner. The Sexton may reject any proposed location of interment if such location would not be consistent with the appearance of surrounding gravesites. The Sexton shall then have the right to designate an alternative location for the interment. No damage liability shall attach because of any error made by the Sexton in so designating the location of interment.
- (3) All interments, disinterments, and removals, shall be completed by Village employees.

**R. Decor Removal:**

The Sexton may remove or order to have removed all floral designs, trees, shrubs, plants, or herbage of any kind, and may also remove toys or any other kind of non-green decoration as soon as such items become unsightly, detrimental or diseased, in the opinion of the Sexton. The Village has no responsibility to return to the owner any item the Sexton so removes or orders removed. Spring clean-up will occur each year to remove any unclaimed items and other debris from the grounds. Notice will be provided by posting the date prior to clean up.

**S. Winter Decor, Flowers, Flower Urns, Plantings, Shrubs, Flags:**

- (1) Winter decorations or artificial wreaths may be placed on graves or gravesites from November 1 through April 1. Grave blankets and wreaths may be placed at the base of the headstone markers utilizing wire or wooden stages to securely position. Blankets and wreaths will be removed during the spring clean-up.
- (2) Real or artificial flowers are allowed and must be secured. All other flowers shall be removed. Flowers may be tastefully planted adjacent to the headstone markers. Mulch, coverings of stones, marble, plastic, or wood chips, bricks, stones, plastic edging, and other borders are not permitted.
- (3) Flower urns unattended for three years will be removed by the Sexton. The flower units may be claimed by the owner until otherwise disposed of by the Sexton according to the Sexton's discretion. Flower urns shall have a maximum height of 20 inches and a maximum diameter of 16 inches.
- (4) All planting of trees, shrubs, plants, or perennial flowers on graves or gravesites is strictly prohibited. For safety reasons, the use of metal rods, wooden posts or crosses, or other such materials for stabilization of decorations or the placing of chairs, settees, glass jars, wood or iron cases or tin cans is strictly prohibited. All items mentioned and any others which are unbecoming to good décor and safety, according to the discretion of the Sexton, are subject to removal. Dead flower baskets will be removed throughout the year. All baskets must be removed by October 30<sup>th</sup>.
- (5) All new plantings on a gravesite, and the location of the plantings, must be approved by the Sexton.
- (6) The Village may, in its discretion, place flags of the United States of America on the graves of service personnel a few days prior to Memorial Day. Such flags shall be removed after the celebration of Veterans Day. The flag of the United States of America will be displayed on the central flag pole from May 15<sup>th</sup> to November 15<sup>th</sup> of each year. Individual gravesite

patriotic flags of less than one square foot may be displayed during the same time period. All gravesite flags must be removed by October 30<sup>th</sup> of each year.

**T. Memorials, Temporary Memorials:**

- (1) No memorial which is not a monument or a marker under the terms of this policy may be placed in the cemetery.
- (2) A temporary metal or plastic nameplate may be used to identify a grave for a period not to exceed six months from the date of interment.

**U. Family Monuments:**

Only one family monument shall be allowed on a family lot. Individual markers may be used in conjunction with a family monument.

**V. Monument and Marker Placement, Number of Monuments or Markers, Monument and Marker Size:**

- (1) *Monuments and markers shall only be placed in the cemetery with prior arrangement with the Sexton.*
- (2) All monuments and markers shall be placed on the front boundary line of each grave or gravesite, or at the head of the body unless previously existing conditions prevent such placement. In that event, the marker or monument shall be placed according to the discretion of the Sexton, taking into account the location of monuments and markers on adjoining graves and gravesites. The Sexton shall determine the direction that any marker or monument faces. However, in no event shall the actual placement of the monuments and markers be accomplished by or at the expense of the Village.
- (3) Only one upright marker or columbarium/cremation monument shall be placed at a single gravesite. All subsequent burial markers must be flush with the ground. Exceptions must be approved by the Sexton.
- (4) Only one monument or marker may be used to identify a grave.
- (5) The table in this section is for monument and marker sizing and shall be followed by all companies and dealers who deliver monuments to the cemetery. Any monument or marker delivered to the cemetery with oversized dimensions shall be unacceptable and subject to immediate removal. However, because monumental stone is a natural product and is difficult to conform to absolute dimensions and fabrications, a tolerance of one-half inch is allowed for specific dimensions. This tolerance applies to both the base and the die. Headstone foundations are required and must be constructed by the headstone/monument providers or other qualified agents.
- (6) If the Sexton determines that any monument, marker, or decoration is indecent, profane, pornographic or otherwise offensive to the Village community, the monument, marker, or decoration may be immediately removed from the cemetery.

Type of Memorial	Max. Width (inches)	Max. Depth (inches)	Max. Height (inches)
Flush Marker	28	14	4 (below surface for flush marker)
Bevel Marker	28	14	
Slant Marker	28	14	All others: In excess of 60 (5 feet)
Double Marker	48	14	must be approved by Sexton
Monument	32	14	
Columbarium/ Cremation Marker	48	14	
Family Monument	Must be approved by Sexton		

**W. Grading and Surface Materials:**

The grading of graves, gravesites, and grounds shall be performed only by Village employees or others authorized by the Sexton. Any ground surface other than sod is prohibited.

**X. General maintenance:**

The Village reserves the right to remove or trim any tree, plant, shrub located within the cemetery in the interest of the property maintenance, appearance, and use of the cemetery.

**Y. Perpetual Care:**

- (1) All gravesites shall be sold with perpetual care benefits for the amounts established by the Village Council. Perpetual care includes, without limitation and according to the Village's discretion, the cutting, trimming, sprinkling, and fertilizing of the grass, the raking and cleaning of the grounds, the replacing of the turf under certain conditions, and the pruning of shrubs or trees, all at reasonable intervals as determined by the Village.
- (2) The perpetual care assumed by the Village shall in no case mean the maintenance, repair or replacement of any marker, monument, flower urn or other memorial placed or erected upon graves or gravesites, or the performance of any special unusual work which the Village determines to be beyond the scope of perpetual care.
- (3) The Village reserves the right to perform all the work for the care and upkeep of the cemetery. However, this reservation shall not be interpreted to add to the Village's responsibilities under this policy. No person other than a Village employee, or person under contract with the Village for this purpose, may spread any kind of fertilizer on the cemetery property.

**Z. Expectations:**

Special cases may arise in which the literal enforcement of a provision of this policy may impose an undue and unnecessary hardship. Notwithstanding any such provision to the contrary, the Cemetery Board may make such exceptions, suspensions or modifications of any applicable provision of this policy as deemed appropriate. Any such exception, suspension or modification shall not be constructed as affecting the general application or intent of the provisions of this policy. Any such exception and the reasons for it shall be noted in the cemetery records.

**AA. Existing conditions:**

Notwithstanding any provisions in this policy to the contrary, no conditions existing in the cemetery as of the date of adoption of this policy shall be deemed a violation of this policy, if the condition continues to exist without interruption, and if the Sexton does not determine that the condition is a threat to public safety.

However, deterioration of any existing conditions constitutes a change or interruption and is subject to

modification or removal.

**BB. Violations:**

Persons or owners of graves/gravesites found in violation of this policy shall be given written notice and request to correct the violation, when an owner is known. Written notice shall give a 30 day notice to correct the violation. If, after appropriate notice is given, the violation is not corrected, the Sexton shall arrange for the violation to be corrected. Any person violating any provisions of this policy shall be responsible for a municipal civil infraction, subject to enforcement procedures as set forth in the Village ordinance pertaining to municipal civil infraction. Any appeal of provisions of this policy, before or after the fact, shall be made according to the Village appeal process.

**CC. Cemetery Board:**

- (1) The Cemetery Board shall make recommendations to the Village Council for long range planning of the cemetery.
- (2) *The Cemetery Board shall make recommendations to the Village Council for rules or for changes to this policy*
- (3) The Cemetery Board shall consider prompt appeal by persons of decisions by the Sexton. The decisions by the Cemetery Board shall be final. The Cemetery Board shall grant the appeal with or without conditions, deny the appeal, or modify the appeal, with or without conditions. *The Cemetery Board shall attempt to maintain consistency of decisions, absent a specific finding of a reason to justify a variation from prior Cemetery Board decisions.*
- (4) The Cemetery Board may consider and make recommendations to the Village Council concerning any other matters pertaining to the cemetery.



**MEMO**

TO: Village Council  
FROM: Jackie Huepenbecker, Planning Commission Secretary  
DATE: September 22, 2023  
RE: Fee for Appealing to the Zoning Board of Appeals

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The Planning Commission recommends adding the following fee for appealing to the Zoning Board of Appeals to the Village's fee schedule.

**\$200 with an exemption for residents who can verify they are at or below 200% of the poverty level**

The Commission reviewed a survey of communities with a poverty level the same or greater than that of Lexington. They all charged a fee, and the median and average were higher than \$200. The survey is available in the Village Office and posted online with the Commission's August 8, 2023 meeting agenda.

The costs associated with a hearing for an appeal are staff time, postage, and the charge for posting a notice in the newspaper.



## LEXINGTON NORTH SHORES

### Lease Agreement

THIS LEASE AGREEMENT is entered into on \_\_\_\_\_, \_\_\_\_\_ between, LEXINGTON NORTH SHORES as Agent the Village of Lexington ("Landlord") and titled owner(s) of Home \_\_\_\_\_ ("Tenant").

1. Lease of Premises. Landlord agrees to lease to Tenant Lot # \_\_\_\_\_ (the "Premises") located at 5203 Main Street, Lexington, Michigan located in the Lexington North Shores Mobile Home Park Community (the "Community") in consideration of: (i) Tenant's representations in its application for tenancy/residence, (ii) Tenant's payment of rent as required herein or as adjusted after the term of this Lease; (iii) Tenant's performance of all obligations required pursuant to this Lease; and (iv) Tenant's compliance with all laws, ordinances, rules, and/or regulations application to the Premises and/or Community, including the Regulations as a defined herein.

2. Rent and Security Deposit. Tenant shall pay monthly rent in the amount of \$ \_\_\_\_\_/month (the "Rent") for the Premises. Rent is for land use only. Monthly Rent does not include any utilities, including, water, sewer, or garbage removal, which are billed separately and not included as part of Rent. Tenant shall be responsible for payment of all utilities associated with the Premises on a timely basis. Failure to make timely utility payments shall be considered a breach of the terms of this Lease.

Rent payments shall be due beginning \_\_\_\_\_ and are payable to the Village of Lexington and due on the 5th day of each month and must be received by Landlord by that date to be considered timely.

Rent checks may be mailed to the Village of Lexington at 7227 Huron Lexington, MI 48450. Landlord may, in its discretion, offer ACH options for payment of Rent. Tenant shall pay a late fee of \$35/month after the 15<sup>th</sup> of the month and for each month Rent is not timely paid in full or is not current. At the time of executing this Lease, Tenant shall pay Landlord a Security Deposit equal to one months rent. The Security Deposit will be held and used by Landlord as required under Michigan law. A charge of \$35.00 for returned checks will be charged.

3. Term. This is a month-to-month lease. The terms and conditions of this Lease shall renew automatically each month unless at least 30 days written notice is provided by Tenant or Landlord. Nothing herein shall be construed to limit Landlord's ability to adjust Rent or adopt rules and regulations applicable to the Community upon provided all required notice to Tenant.

4. Use of Premises. The Premises may be used by Tenant solely to locate a mobile home (the "Home") that complies with all regulations, rules and requirements applicable to the Community. The Home may be used solely as a private residence by Tenant and/or his immediate family members. The Home may not be rented as a long and/or short-term rental or occupied by individuals except those identified herein.

Make	Year	Size
Serial #	Owner	Owner

Tenant is responsible to ensure all guests or invitees of Tenant comply with all with all laws, ordinances, rules, and/or regulations application to the Premises and/or Community.

5. Insurance. Tenant shall, at its expense, maintain fire, liability, and extended coverage insurance insuring the home contents and other property and/or improvement owned by Tenant on the Premises. Said insurance must include liability limits of at least \$100,000.00. Tenant must submit proof of insurance from an insurance company licensed with the State of Michigan to Landlord at time of executing this lease and annually upon renewal of insurance. Tenant shall provide Landlord an updated company of proof of insurance anytime there are changes.

6. Pets. Pets are not permitted on the Premises, in the Home or in the Community, except as specifically provided for in this Lease. Tenant may have up to 2 pets in the Home, provided, those pets do not cause disturbance to other residents of the Community or cause a nuisance. Further, prior to moving any pets onto the Premises/Home, Tenant must provide Landlord with written documents concerning each pet, including: (i) license information; (ii) veterinarian records including vaccination records; and (iii) all other documents deemed necessary by Landlord.

Name	Name

7. Landlord Right to Lien. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the said premises.

8. Tenant Improvements. Tenant shall make no alterations, additions or improvements to the Premises without the Landlord's prior written consent. Tenant shall not site or place the Home on the Premises in any location except as approved by Landlord. Landlord or its agent shall have free access at all reasonable hours to the Premises for the purpose of inspection and repairs. Work may be contracted to a third party provided the third party is licensed by the State of Michigan and is fully insured.

9. Tenant Inspection. Tenant acknowledges that he/she has examined the Premises prior to the making of this Lease and knows the condition thereof, and that no representations as to the condition or state thereof have been made by Landlord which are not herein expressed and the Tenant hereby covenants and agrees that the Premises meet the standards of fitness and habitability set forth under No. 292 of Public Acts of 1968. Tenant hereby agrees that he will not cause, allow or permit any waste, misuse or neglect of the premises.

10. Landlord Liability. Landlord, its employees and agents, are not responsible or liable to Tenant for any loss or damage that may be occasioned by or through acts or omissions of other Tenants, their guests or invitees, or of any trespassers, or any loss or damages resulting to Tenant from bursting, stoppage, backing up or leaking of water, gas, electricity or sewers, or cause or causes whatsoever, except those imposed on Landlord by law. Further, Tenant agrees that Landlord shall not be liable for any damage or injury to persons or property occurring on the common areas, playground, or recreational facilities of the Landlord, except for injuries and damages caused by the Landlord's negligence or otherwise imposed by law. In the event of injuries to the Tenant or his/her family through negligence of the Landlord, the Tenant agrees to give the Landlord a written notice of the occurrence of said injury within five (5) days of the happening thereof. Said notice must be in writing and delivered to Landlord at its office in the Village Office. In the event the said Premises, or any other property within the Community, is damaged by fire or any other cause due to the acts, omissions, neglect and/or negligence of Tenant, his family, guests or invitees, the Tenant hereby covenants and agrees to restore the damages areas to its original condition and the Tenant shall utilize contractors, mechanics, painters, and other workmen approved by the Landlord. There shall be no abatement for any rent under this Lease if the Premises is destroyed partially or in whole by fire or others of nature. It is expressly understood and agreed that there shall be no rent abatement for any delay in repairs to be made by Landlord unless said delay exceeds 30 days and the premises are rendered uninhabitable by the need for said repairs in which event any abatement shall only commence on the 31st day. It is further expressly understood and agreed that, whenever repairs to be made

by Landlord are delayed because of factors beyond its control, the obligations of Tenant hereunder shall not be affected thereby, nor shall any claim accrue to the Tenant against the Landlord or its assigns by reason thereof.

11. Default. If the Tenant shall default on any of the covenants herein or violates any of Lexington North Shores Rules and Regulations (the "Regulations"), or if the Landlord shall determine there is just cause for termination of the Lease, Landlord may terminate this Lease forthwith. For purposes of this Lease, "just cause" shall include all factors detailed in MCL 600.5775, as amended from time to time. As of the drafting of this Lease, MCL 600.5775 defines "just cause" as meaning one more of the following:

- (a) Use of the Premises by tenant for an unlawful purpose.
- (b) Failure by the tenant to comply with a lease or agreement by which the tenant holds the premises or with a rule or regulation of the mobile home park, adopted pursuant to the lease or agreement, which rule or regulation is reasonably related to any of the following: (i) The health, safety, or welfare of the mobile home park, its employees, or tenants; (ii) The quiet enjoyment of the other tenants of the mobile home park; (iii) Maintaining the physical condition or appearance of the mobile home park or the mobile homes located in the mobile home park to protect the value of the mobile home park or to maintain its aesthetic quality or appearance.
- (c) A violation by the tenant of rules promulgated by the Michigan department of public health under section 6 of the mobile home commission act, Act No. 96 of the Public Acts of 1987, being section 125.2306 of the Michigan Compiled Laws.
- (d) Intentional physical injury by the tenant to the personnel or other tenants of the mobile home park, or intentional physical damage by the tenant to the property of the mobile home park or of its other tenants.
- (e) Failure of the tenant to comply with a local ordinance, state law, or governmental rule or regulation relating to mobile homes.
- (f) Failure of the tenant to make timely payment of rent or other charges under the lease or rental agreement by which the tenant holds the premises on 3 or more occasions during any 12-month period, for which failure the owner or operator has served a written demand for possession for nonpayment of rent pursuant to section 5714(1)(a) and the tenant has failed or refused to pay the rent or other charges within the time period stated in the written demand for possession. The written demand for possession shall provide a notice to the tenant in substantially the following form: "Notice:

Three or more late payments of rent during any 12-month period is just cause to evict you." Nothing in this subdivision shall prohibit a tenant from asserting, and the court from considering, any meritorious defenses to late payment of rent or other charges.

- (g) Conduct by the tenant upon the mobile home park premises which constitutes a substantial annoyance to other tenants or to the mobile home park, after notice and an opportunity to cure.
- (h) Failure of the tenant to maintain the mobile home or mobile home site in a reasonable condition consistent with aesthetics appropriate to the park.
- (i) Condemnation of the mobile home park.
- (j) Changes in the use or substantive nature of the mobile home park.
- (k) Public health and safety violations by the tenant.

12. Subleasing. Tenant may not sublet the Premises and/or the Home, take in boarders, or permit anyone other than persons or pets listed on this Lease to reside on the Premises. Tenant may request additional persons be added to this Lease and such individuals will be subject to a background check and approval by the Landlord. The Home may not be rented, loaned, sublet, or used by anyone for any purpose other than granted in the Lease. **For clarity, short-term and/or long-term rentals of the Home by the Tenant are not permitted.** Tenant may only own a single Home in the Community at a time. Provided, Landlord may allow an exemption if Tenant is in the process of selling the Home.

13. Return of Premises. Upon termination of this Lease, whether by default or otherwise, Tenant shall surrender the Premises to Landlord in the same condition it was as of the date of this Lease, ordinary wear and tear excepted. given reasonable wear and tear. Upon satisfactory inspection of the Premises by Landlord for compliance with this section and provided Tenant is not in default on any Rent or other obligations, the Security Deposit payment will be returned to the Tenant. It is understood that leaving the Home on the Premises after termination of the Lease, without the express permission of Landlord or unless permitted by law, is not permitted.

14. Truth in Renting Notice.

**NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS LEASE AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT, IF YOU HAVE ANY QUESTIONS ABOUT THE INTERPRETATION OF LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.**

15. Landlord Notice Address. Tenant shall address all correspondence and all notices required herein to Landlord's Agent at the following address, which this address may be modified from time to time:

Village of Lexington Office  
7227 Huron Avenue, Suite 100  
Lexington, Michigan 48450

16. Tenant Notice Address. All notices may be sent to the Tenant at the following address or at such other address as provided to Landlord in writing:

Address	
City, State & Zip	
Phone #	
Email	

17. Availability. The execution of this Lease does not guarantee or reserve a lot in the Community for any term beyond that specifically provided herein. Landlord retains exclusive control over the selection of persons to whom lots shall be leased.

18. No Discrimination. Landlord will not discriminate against anyone based on sex, race, color, religion, national origin, age, familial status, or disability.

19. Tax Revisions. In the event that the Michigan Legislature changes the amount of fee in lieu of tax on Mobile Homes, unless otherwise provided by law, such fee shall pass on to the owner of the Home. All personal property tax assessments on the Home or items on the Premises are the responsibility of Tenant.

20. Abandonment. If Tenant abandons the Home on the Premises and/or if Landlord is required to remove the Home from the Premises, Tenant shall be responsible all costs and expenses incurred by Landlord to remove the Home. Further, in such case Tenant waives and releases Landlord from and for any liability related to damage to the Home, including its destruction.

21. Community Regulations. By initially below, Tenant acknowledges receipt of Lexington North Shores Rules and Regulations, which govern the Premises, and hereby agrees to comply with the same as such are amended and revised from time to time in Landlord's description.

Tenant Initials: \_\_\_\_\_

22. Erosion Area. Lexington North Shores is currently designated a high-risk erosion area by the State of Michigan. Due to the designation, there are

recommendations and requirements the Village of Lexington must meet to be in compliance with State rules and regulations. This Lease and Tenant's rights are subject and subordinate to Landlord's obligations to comply with applicable rules, laws, regulations, orders and directives issued by the State of Michigan, United States Government or any lawful agency of the same.

23. Governing Law. This Lease is entered into pursuant to the laws of the State of Michigan and shall be governed by the laws of the State of Michigan.

24. Severability. This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Lease or its application to any individual, entity or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this Lease and the application of the provision to other individuals, entities, or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

25. Successors and Assigns. Except as otherwise expressly provided to the contrary in this Lease, this Lease shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.

26. Reservation of Rights. Landlord reserves all rights under Michigan law with respect to the Premises, this Lease and the right to enforce the terms of this Lease. Landlord reserves the right to adjust the Rent, upon provided required notice to Tenant. Landlord reserves the right to adopt, amend, or revise the Regulations. Landlord reserves the right to pursue summary eviction proceedings based upon Tenant's default on the terms of this Lease, including, the failure to pay Rent. Landlord reserves the right to retake occupancy of the Premises upon a breach of this Lease or termination of this Lease as provided in Michigan law.

\_\_\_\_\_  
Tenant Signature      Date

\_\_\_\_\_  
Village Manager      Date

\_\_\_\_\_  
Tenant Signature      Date

\_\_\_\_\_  
Village Clerk      Date





## LEXINGTON NORTH SHORES

### **Rules and Regulations**

Effective September 1, 2023

approved by The Village of Lexington Council on \_\_\_\_\_

These Rules and Regulations govern the Lexington North Shores mobile home park and are prepared in accordance with the Village of Lexington to provide all tenants residing in Lexington North Shores with reasonable and responsible guidelines to follow. The Village of Lexington and the State of Michigan have instructed Lexington North Shores to enforce these Rules and Regulations in a fair, nondiscriminatory, uniform manner.

To govern the policies and procedures stated in Lexington North Shores' Rules and Regulations, the Village of Lexington has adopted the following procedures for all LNS rule violations that are consistent with the Village Ordinances and enforcement timeline. LNS rule violations will follow Section 3 Enforcement and Penalties below unless otherwise specified by the Village Ordinances. Please see [villageoflexington.com](http://villageoflexington.com) for current ordinance information or visit offices for a copy.

#### I. Blight Enforcement

Tenants and occupants in Lexington North Shores shall maintain their mobile homes and lots in compliance with all applicable Village of Lexington Ordinances, including, but not limited to, Village of Lexington Ordinances to prevent, reduce, or eliminate blight. In addition to penalties and enforcement actions allowable under Village of Lexington Ordinances, the failure to maintain homes and/or property in compliance with Village of Lexington Ordinances shall be considered a violation of these Rules and Regulations subject to fines and penalties provided herein.

Please refer to Section 3-1-3-3 of the Village of Lexington and Zoning Code of Ordinances, as listed below.

#### *Section 3 Enforcement and Penalties*

*Failure to comply with such notice within the time allowed by the owner and/or occupant (14 days) shall constitute a violation of this ordinance. Upon non-compliance of this ordinance the property owner and/or Occupant is subject to payment of a fine of \$100.00. If said property owner and or occupant remain in non-compliance, fourteen days from the date of the first fine. He/she will be subject to payment of a second fine of \$200.00 If the property owner and/or occupant is in non-compliance fourteen days from the date of second fine, he/she is subject to a third fine of \$300.00. If said property owner and/or*

*occupant remains in non-compliance after the third fine, the fine will increase by \$100.00 per day that the property owner or occupant remains in non-compliance. After thirty days the third notice in non-compliance the violation of said ordinance will be turned over to the court.*

It is expected that all residents will correct the violation within the amount of time noted. Failure to correct the violations, recurrent violations, or continual violations will lead to eviction proceedings. Should a fine be placed on a violation, the resident will have 30 days to pay it. Any payment received late will be assessed a late fee. Any violations that receive a written warning will be kept on file as part of a permanent record and may result in fines depending on whether the rule or regulation has been cited in the past.

These rules are for the benefit of the residents in the park. Not every situation can be predetermined therefore, it is important that a sense of cooperation and respect for neighbors and their property be respected. There is also an expectation that each resident will conform to the park standards and rules.

The Mobile Home Buyers and Residents Handbook explains the Michigan Mobile Home Commission Act and your rights and responsibilities. A copy is available in the Village Office for your review or help online at <https://michiganlegalhelp.org>.

## II. Rent Rates

Rent rates for lots are available at the Village Office. Rent rates will be reviewed yearly based on the Bureau of Labor Statistics table for consumer price index (CPI) for Midwest Urban Class. Any rent increases will be based on the Bureau of Labor Statistics table.

The rent adjustment will not exceed the CPI percentage change for the December-to-December period ending 12/31 of the prior year. The percentage difference will be applied to the base rent and will be effective July 1<sup>st</sup> of each year. Tenants will be notified 30 days prior to rent change, in writing, via first class mail.

The rent rate described above does not cover the cost of mandatory utilities required in the park, including water usage, water readiness, sewer usage, sewer readiness, garbage and/or recycling pickup (the "Utilities"). In addition to rent, tenants shall be responsible for the cost of Utilities at rates determined by the Village of Lexington. Utility rates are subject to change upon 30 days written notice to tenant delivered to tenant's address of record via first class mail. The rent rate also does not include other optional utilities, such as electrical, gas, phone, cable and/or internet, which if available, are the responsibility of the tenant.

## III. Application for Residency

All persons (18 years of age and older) desiring to purchase a mobile home, lease a lot, or reside in Lexington North Shores must first apply for residency and be approved by the Landlord prior to occupying the mobile home. A non-refundable application fee of \$50 per person (18 years of age and older) is required. Criteria for applicants include the following:

- A. Satisfactory credit check, proof of income, and criminal background check.
- B. No previous eviction from Lexington North Shores or any other rental community.
- C. No previous non-compliance with Lexington North Shores Rules.
- D. Agree to comply with the Rules and Regulations and to sign a Lease Agreement.
- E. Failure to meet mobile home standards for occupancy ratios of:
  - 1 1 bedroom home — 2 occupants maximum
  - 2 2 bedroom home — 4 occupants maximum
  - 3 3 bedroom home — 6 occupants maximum

#### IV. Security Deposit

- A. All new tenants will be required to pay a security deposit equal to one month's rent (not including utilities).
- B. A security deposit is required at the time of the Lease Agreement being signed. The first month's rent will be due as noted in lease. The deposit will be returned when the tenant leaves Lexington North Shores and:
  - 1 Mobile is in compliance with Michigan Mobile Home Laws and the Rules and Regulations of Lexington North Shores.
  - 2 All arrearages, if any, have been paid in full.
  - 3 The lot is inspected by the Landlord and is in a neat and clean condition free of debris. If the lot is in an unacceptable condition, the Landlord will make arrangements for the lot to be remedied and the charge will be deducted from the security deposit.

#### V. Financial and Legal Responsibilities

- A. Rent is due by the 5<sup>th</sup> of the month. A late fee of \$35 will be added to the rental amount on the 15<sup>th</sup> and will be due that month with the rent payment. Nonpayment by the 15<sup>th</sup> of the month will result in a written legal notice. The late charge assessed herein is related to the actual costs incurred by the Landlord in the event of a late payment.
- B. Payments may be made by personal check, cashier's check, money order, credit card, or auto withdrawal through the Village office.
- C. A charge of \$35.00 for non-sufficient fund (NSF) checks will be applied. If two NSF checks are received during the lease, future payments by personal check will not be allowed and the tenant must pay by a cashier's check or money order.

#### VI. Utilities

- A. Before purchase/occupancy of any existing or new mobile home, the home must be **in compliance with the Village Zoning Rules and Regulations**. Water lines, sewer lines, electric, and gas must be hooked up within 30 days by a licensed and insured

contractor. One may not occupy a mobile home until **ALL** utilities are **CONNECTED** and a Certificate of Occupancy is issued.

- B. Mobiles not equipped with heat tape must notify the village to have the water shut off at the curb stop, and are responsible to have their plumbing and village curb stop winterized from October 31, through April 15. Winterizing the curb stop will consist of removing the cross fitting, or upper plug fitting, and pumping the water out of the line below frost level. After the water has been removed from the line, it shall be filled with non-toxic RV antifreeze and the removed fittings are to be reinstalled. If there is any freeze damage to the water lines OR to the curb stop, the repair will be at the expense of the resident, both above and below ground level. The Landlord reserves the right to discontinue water service to the home. If the water needs to be turned off in an emergency, due to tenant negligence or noncompliance with Lexington North Shores' rules, there will be a fee of \$50 to shut off and \$50 to turn on after all repairs are made. Tenants will not be allowed to turn on or shut off their water at the curb stop. All mobiles must permit access to the curb stops for emergency purposes. Starting January 1, 2020, all new mobiles, as well as mobiles that receive plumbing alterations, must install shutoff valve at the curb stop before the plumbing to the mobile begins.
- C. The Village Office must be notified by the tenant, in writing, when the mobile home is winterized each year.
- D. All curb stops must be exposed and easily accessible by village staff. Grass, dirt, cement, decks, porches, or any other elements may not cover them, nor hinder their access or use.
- E. Tenants shall be responsible for repairs and connection to utilities which include the following:
  - 1. Electric wiring from the breaker at the electric pedestal to the home.
  - 2. Sewer connection from the sewer cleanout to the home.
  - 3. Water connection from the curb stop to the home. (If damage is caused by the tenant's neglect beyond the curb stop, it is the tenant's responsibility for any and all repairs, above or below ground, including the water meter.
  - 4. Gas connection from the gas shut-off valve to the home.
- F. The tenant shall maintain electrical, sewer, water, and gas lines in a safe and leak-proof condition. There shall be no alterations to any utility lines or equipment by any tenant. A licensed contractor must work on these utilities.
- G. Tenants should not dispose of sanitary napkins, disposable diapers, wipes, or other nondegradable items by flushing them down the toilet. The tenant will be responsible for cleaning a blockage to the sewer line.
- H. Relocation of any utility is the expense of the tenant when requesting the relocation.

## VII. Mobile Home Guidelines

- A. Prior to the replacement of any mobile home with another, the tenant must submit an application to the Landlord for approval to move the old mobile home off and

the new mobile home onto the site. (If any state permits are required those will be at the expense of the tenant).

- B. All mobile homes new to Lexington North Shores must be a minimum of 500 sq. ft. and must be HUD-approved. If the mobile is older than 10 years, the mobile must have a factory installed pitched shingle roof and lap vinyl siding. The tiny-house movement (also known as the small house movement) is an architectural and social movement that advocates for downsizing living spaces, simplifying, and essentially "living with less". According to the 2018 International Residential Code, Appendix Q Tiny Houses, a tiny house is a "dwelling unit with a maximum of 37 square meters (400 square feet) of floor area, excluding lofts". The term "tiny house" is sometimes used interchangeably with "micro-house". Tiny houses, micro houses or the like are not permitted in the park.
- C. A licensed mobile home inspector must inspect all mobile homes, at owner's expense, before entering Lexington North Shores. All required repairs must be made, and a re-inspection done, at owner's expense, before occupancy or being moved into Lexington North Shores. Landlord shall be provided a copy of all inspection and re-inspection reports prior to a new mobile home entering the park.
- D. Each tenant must carry adequate "Fire and Extended Insurance Coverage" (\$100,000) on his/her mobile home and must maintain reasonable general public liability insurance. Each tenant will be required to provide proof of insurance to the Landlord when the policy renews each year.
- E. Each mobile must be equipped with a fire extinguisher, a centrally located smoke detector, and a smoke detector in each bedroom.
- F. All mobiles placed in or moved within Lexington North Shores must have gutters and downspouts installed within 30 days of the installation. Downspouts shall be directed to the road.
- G. The Village Office must be supplied with a copy of the title for proof of ownership.
- H. All changes in ownership must follow the process of an application to sell, application to reside, and a new lease.
- I. A tenant's shed must meet all setback and zoning requirements and must not exceed a total of 80 sq. feet. Its placement shall not block utilities or access to underneath the trailer.
- J. When adding or replacing a shed, it must be constructed from vinyl. Metal and wood structure will not be allowed.
- K. Every home shall have a numerical lot number on the exterior easily visible from the road.
- L. All mobile homes shall be properly maintained. Tenants are required to keep mobiles updated and consistent with Lexington North Shores' vision, aesthetics and appeal.
- M. The storage of items in an unsightly manner is prohibited. There is no covered storage of any kind, with the exception of fitted covers, or, for winter storage (October 1st through April 30th), securely attached tarps (black, gray, beige, or brown covers and tarps only).
- N. The primary purpose of all mobile homes in the park must be residential, only for those tenants identified and approved on the lease. No mobile home shall be used

for or in connection with the operation of a commercial business, which in any way: (i) is noticeable or identifiable from the outside of the mobile home; (ii) causes increased traffic in the park; (iii) results in a nuisance in the park; or (iv) disrupts the quiet enjoyment of other tenants in the park.

- O. Only collapsible or umbrella-type clotheslines are permitted in Lexington North Shores. Placement shall be near the rear of the lot and must be collapsed after use.
- P. Utility trailers, pop-up campers, and pickup campers ARE NOT ALLOWED in Lexington North Shores. A tenant, however, may erect a tent on their lot for use for up to 72 hours.
- Q. Skirting is required on all mobiles and must be well maintained. The skirting must be of vinyl or aluminum and must be installed within 30 days of the installation of the mobile.
- R. Short-term rentals are not permitted in the park.
- S. Ornamental grasses must not exceed a maximum of four feet high. Plantings shall not impair vision from the roadway. Dead plantings must be removed by November 1<sup>st</sup>.

#### VIII. Home Site

Any changes or additions to the home or site must comply with Village Zoning Rules and Regulations. Please contact the park superintendent before making any changes or additions.

You must keep an alternate telephone number on file. If there is an issue with your lot, and a village official cannot reach you, they may contact the alternative number.

Please refer to Sec. 5.7-5.10 and Sec 34-106 through 34-119 of the Village of Lexington Zoning and Code of Ordinances.

- 1 ORD – Obstructions - there shall be no obstructions of any form within ten (10) feet of the adjacent mobile home, including an attached structure that may be used for living space.
- 2 ORD - Mobile homes must be kept in a well-maintained condition. The lot shall be kept neat, mowed, and clear of debris.
- 3 ORD - The storage of flammable, combustible, or hazardous material is expressly prohibited. The use of ancillary propane, fuel oil, or kerosene heaters in the mobile home is prohibited. Propane cylinders for outdoor grills are allowed.
- 4 ORD - Air conditioners must be in working order and free of rust, loose covers, and faulty connections. All window and wall units must be self-supported.
- 5 ORD - No outdoor aerials or towers are permitted. Satellite dishes and digital antennas up to 24" in diameter and attached to the mobile are permissible.
- 6 ORD- No windows or doors should be covered with foil, paper, cardboard, or metal.
- 7 ORD - Free standing steps must be constructed of pre-cast concrete, vented fiberglass, metal, or treated lumber and must include handrails. A permit is required

for new/or replacement steps. Steps installed in conjunction with a new setup are included in the original permit.

- 8 ORD - Ice and snow removal from sidewalks and driveways is the sole responsibility of the tenant.
- 9 ORD - Decks and porches must be of a design approved by the Village and shall include a handrail. A permit is required.
- 10 ORD - Screened-in porches must be factory installed and readily removable. A permit is required.
- 11 ORD - A temporary canopy may be erected for recreational use only. It may not be used for a sleeping area. The canopy must be removed when the tenants are not in residence.
- 12 ORD - Children's swing sets are not permitted.
- 13 Skirting is required on all mobiles. The skirting may be of vinyl or aluminum and must be installed within 30 (thirty) days of the installation of the mobile.
- 14 All mobiles are required to have a life, safety and habitability inspection every five (5) years. The cost of the inspection will be the obligation of the tenant. Any safety deficiencies shall be corrected within 90 (ninety) days of the inspection. Verification of corrections will be copied to the Village. Written notice will be sent by the Village prior to the inspection to establish an appointment time.
- 15 ORD - Spray painting of any kind is expressly prohibited.
- 16 ORD - All renovations or repairs of a mobile must be completed by a licensed contractor.
- 17 ORD - Campfires shall be in an enclosed fire pit which must have a lid and be a minimum of four feet (4) from any mobile. There shall be no open fires. Fireworks are not allowed anywhere in the park.
- 18 Fencing is not permitted on mobile home lots.

#### IX. Remodeling/Construction per Village Zoning Ordinance

1. Mobile home parks shall be subject to a preliminary site plan review per the requirements and in accordance with PA 96 of 1987, as amended.
2. Any work done to the exterior (siding, painting, trim) of the mobile shall be approved by the LNS Superintendent. If the Superintendent does not approve of the renovation, the tenant may appeal the changes to the Advisory Board.

#### X. Landscaping

The Following Rules are per Village Zoning Ordinance (See Sec. 5.7.6 of Zoning Ordinance)

5.7.6. Mobile Home Lots (individual) shall be landscaped as follows:

1. Small shrubbery and flowers and/or flowerpots are allowed. Any/all shrubbery, flowers, the lawn, etc. must be maintained by the tenant.

2. The planting of a tree requires approval from the environmental committee of the Village of Lexington for location as well as species. MISS DIG must be called prior to the placement of a tree. If the tenant fails to phone, any/all damage to underground utilities shall be the sole responsibility of the tenant.
3. Hardscape landscaping in the park (i.e. driveways, sidewalks, paver paths, paver or concrete patios) are permitted only with a Land Use Permit and an approved site plan. Prior any digging or prep work for landscaping MISS DIG must be called to identify all underground utilities. Damage to underground utilities shall be the sole responsibility of the tenant if work is done without MISS DIG identification.
4. Dumping of any refuse over the bluff is prohibited.
5. The unoccupied portion of the lot after setting the home shall not exceed fifteen percent (15%) hardscape materials, such as concrete, pavers or gravel.

5.7.7. Mobile home parks shall be subject to a preliminary site plan review per the requirements and in accordance with PA 96 of 1987, as amended.

5.7.8. A permit shall not be required for the construction or erection of canopies or awnings which are open on three (3) sides. A Land Use Permit and a building permit shall be required before the construction of any screened, glassed-in, or otherwise enclosed awning or canopy attached to the mobile. The setback requirement for enclosed and attached structures from an adjacent hard wall is ten (10) feet.

5.7.9. Set Back Requirements

District	Front	Side	Rear	Other
Mobile home	10 feet to the street	10 feet to the next mobile	4 feet to the rear P/L	
Sheds	10 feet to the street	4 feet to the next mobile	4 feet to the rear P/L	Not to exceed 80 sq. ft.
Deck	10 feet to the street	4 feet to the next mobile	4 feet to the rear P/L	On double frontage lots: front 10 feet from the street; 4 feet from the street.

XI. Garbage Pickup

Tenant shall comply with all rules and restrictions of any waste hauler selected by Landlord to operate in the park.

- A. Rubbish and trash must be placed in garbage bags and put in a container at the curbside no earlier than 12:00 P.M. the day before pick up and no later than 6:00 A.M. the day of pick up. The empty containers must be removed from curbside no later



than 12:00 P.M. the day after pick up. Any large article to be picked up must be prearranged with the garbage company in advance. (877) 609-6753.

- B. Yard waste must be placed in cans or containers clearly marked with an "X", or in brown compost bags. Pickup is every Monday beginning with the first Monday in April through November.
- C. Recyclables will be picked up each Monday. Please place the bin alongside the other garbage receptacles. It will be emptied and left for continued use.
- D. Dates of pickup may be subject to change due to holiday schedules or a change to hauler contract — tenants will be notified.
- E. Direct any questions to Enterra Customer Service – (810) 667-4885.

#### XII. Mail Delivery

All tenants are provided with an individual mailbox which requires a \$10 deposit. The maintenance of the mailbox is the sole responsibility of the Landlord. Contact the Landlord for any repairs. In the event of lost keys, the Landlord will replace the lock on the tenant's mailbox for a charge of \$50, which covers the cost of the lock, installation, and 1 new key.

#### XIII. Conduct

- A. Tenants are responsible for their conduct and damage caused or created by themselves, members of their household, or of their guests on any property within Lexington North Shores.
- B. Quiet time is from 11:00 P.M.-8:00 A.M. Exceptions may be made with the permission of the superintendent, e.g. emergency construction.
- C. If the police are called to a residence three or more times within a 12-month period for a complaint against the tenant, members of their household, or their guests, the tenants will be subject to enforcement up to and including eviction.
- D. ORD - The curfew for minors under the age of 17 is 11:00 P.M. to 6:00 A.M., pursuant to the Village Ordinance section 38-71.

#### XIV. Selling or Transferring Mobile Homes

- A. In order for a mobile to be sold or transferred to another approved resident and remain in Lexington North Shores, it must pass a home inspection, and an "Application to Sell Mobile Home" form must be completed, submitted, and approved by the village manager. All inspections must be performed by a licensed and certified home inspector, at the owner's expense, and performed within three months of the closing of the home. If the home inspection fails, another inspection is required, at the owner's expense, within 30 days. Signed documentation from the certified home inspector indicating completion of a passed inspection must be submitted to the village before

the closing transaction of the home, or the title of the home is transferred, whichever event occurs first. If the unit does not pass inspection within 90 days of the first application, the mobile home must be removed from Lexington North Shores at the owner's expense.

- B. In order for a mobile to be added to the For-Sale listing in the village office, an application for sale must be completed and approved by the village manager.
- C. Prospective buyers must first fill out an "Application to Reside" at the village office and be approved to reside in Lexington North Shores before completion of the sale. Should the home be vacant while in the process of selling, the owner is responsible for all maintenance, rent, and utilities.
- D. Land contracts, rent with the option to buy, or similar transactions are NOT allowed.
- E. Before occupancy, the purchaser must be approved to reside, sign the lease, and pay the first month's rent and the security deposit equal to one month's rent, not including utilities.

#### XV. Vehicle Regulations

- A. All vehicles must be parked off the streets and within lot lines. Only two vehicles are allowed to park on a single lot, three vehicles on a corner lot, a lot and a half, and a double lot (only if room permits, vehicles still must be parked within lot lines). Written permission by a tenant to allow others to park on their lot is required. Written, signed, and dated documentation must be submitted to the park office during office hours and before parking begins. Parking on another tenant's lot without permission is prohibited. Temporary parking on a lot that is vacant is only allowed by permit. Permits will be valid for a 72-hour period.
- B. Speed limits are posted. Any tenant receiving two warnings for exceeding the speed limit within a 6-month period is subject to enforcement up to and including eviction. The Landlord will issue a warning letter to the resident of the lot to which the speeder is residing and/or visiting. Remember to caution your guests about the speed limit.
- C. Heavy mechanical work on vehicles in Lexington North Shores is prohibited. Minor maintenance, except for oil or other fluid exchanges, is allowed.
- D. All vehicles parked in Lexington North Shores must have a valid license plate.
- E. Trailers of any sort are not allowed to be stored or parked in Lexington North Shores (Ordinance 5.7.4).
- F. Lights and reflectors must be used on all non-motorized vehicles.
- G. The use of non-licensed dirt bikes, snowmobiles, go-carts, and non-licensed, non-permitted golf carts is prohibited in Lexington North Shores.
- H. Trucks rated over one ton are prohibited from being parked in Lexington North Shores.
- I. No overnight parking of commercial vehicles or contractor's equipment unless approved by the Landlord for a limited period of time and a permit is issued.

- J. Golf carts are allowed if they are licensed by the Secretary of State and insured, or have a permit issued from the Village of Lexington Police Department. Operators must have a valid driver's license.

### XVI. Beach Conduct

The beach adjacent to the park is a public beach and for the use and enjoyment of all tenants and their guests. Use of the beach is subject to the following:

- A. Access to the beach is only permitted along the paved footpath or the bluff stairways. No one is allowed to climb the bluff for any reason.
- B. No lifeguard is on duty, residents and visitors swim at their own risk.
- C. The beach is closed between the hours of 11 P.M. and 6:00 A.M.
- D. Fires are not allowed on the beach.
- E. No child under the age of 12 is permitted to use the beach without adult or guardian supervision.
- F. Glass containers and bottles are prohibited on the beach.
- G. A buffer of 100 ft. created by a watercraft must exist between any swimmer and the use of any watercraft. Overnight storage of watercraft on the beach is prohibited.
- H. Storage sheds or structures of any kind are not allowed on the beach.

Section 6-36. Regulated on public beaches.

- 1. Except as otherwise provided by state law, no person owning, harboring, keeping or in charge of any dog shall allow such dog on any property in the village designated as a public beach.

### XVII. Pets

Please refer to Article II Dogs Sec. 6-31 Enforcement through Sec 6-37 of the Village of Lexington Code of Ordinances.

- A. House pets are the only animals allowed in Lexington North Shores. Pets must be registered with the village office and need to be listed on the lease.
- B. All pets must be properly inoculated. A current shot record must be kept on file with the lease.
- C. A limit of two pets per household is permitted.
- D. No animal shall be housed or penned outdoors. Animal shelters, houses, and pens are prohibited. Visiting pets are the responsibility of the tenant.
- E. All pets, including cats, must be on a leash at all times when outside of the mobile home. No pets are allowed to remain outside unattended.
- F. Animals are not allowed on the beach (above the high-water mark) or on the playground.
- G. Any animal that has bitten or attacked a person within Lexington North Shores, shall be immediately removed from Lexington North Shores permanently.

Section 6-35. *Cleaning up defecation.*

*No person owning, harboring, keeping or in charge of any dog shall cause, suffer or allow such dog to soil, defile, defecate or commit any nuisance on any public street, sidewalk, park or other public property, or upon private property without permission of the owner of the property unless:*

- 1. The person who owns, harbors, keeps or is in charge of such dog shall immediately remove all droppings deposited by such dog in any sanitary method. The person shall possess a container of sufficient size to collect and remove such dog droppings and exhibit the container, if requested, by any official empowered to enforce this article. (This is a Grade A violation.)*
- 2. The droppings so removed shall be disposed of by the person owning, harboring, keeping or in charge of such dog in a sanitary method.*

XVIII. Clubhouse Use

The clubhouse may be rented by residents of the Village of Lexington for a \$40 rental fee plus a \$100 deposit. The deposit will be refunded if the hall is cleaned up after use. Reservations can be made at the village office.

# Lexington North Shores



## Welcome Home

North Shores is a beach front community located on beautiful Lake Huron. Enjoy affordable living year-round or as a vacation home in a friendly and fun community.

810.359.8308

[villageoflexington.com](http://villageoflexington.com)

[northshores@villageoflexington.com](mailto:northshores@villageoflexington.com)

## One-Year Free Rent Promo

The Village of Lexington will offer new residents one-year free rent when placing a new mobile home on a current vacant lot.

Does not include water, sewer or garbage.

Restrictions apply - Dependent on satisfactory application to reside, home must be <sup>107</sup> approved, Security Deposit

required. Offer expires 12/31/23



# North Shore Mobile Home Park

## Lot Rent Promotion Agreement

This Lot Rent Promotion Agreement (this "Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Lexington North Shores (as agent to the Village of Lexington) and \_\_\_\_\_ ("Tenant").

### RECITALS

WHEREAS, the Village of Lexington owns and operates the North Shores Mobile Home Park (the "MHP").

WHEREAS, there are several vacant lots in the MHP.

WHEREAS, to promote the filling of vacancies and to attract new residents to the MHP, the Village of Lexington Council adopted a 12 month rent promotion for Qualified Residents of the MHP.

WHEREAS, on or about \_\_\_\_\_, 2023, Tenant entered into a Lease Agreement for the MHP (the "Lease").

WHEREAS, Tenant represents that he/she is a Qualified Resident (as defined below) and desires to take part in the Promotion (as defined below) on the terms and conditions herein:

### **NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Promotion. Notwithstanding any provision of the Lease, Qualified Residents shall not be charged lot rent within the MHP (the "Promotion") for a period of 12 months, unless terminated earlier as provided herein, commencing on the first day their Approved Home is placed within the MHP (the "Promotion Period"). Qualified Residents shall commence paying rent when due under the Lease or pursuant to MHP Rules, as applicable, the first day after expiration of the Promotion Period. A Qualified Resident is only entitled to participate in the Promotion one time.

2. Qualified Residents. As used herein, the term Qualified Residents, means the following:

A. Individuals who are not tenants or residents of the MHP who place a new mobile home or HUD approved used mobile home (collectively an "Approved Home") on a vacant lot in the MHP.

B. Existing MHP tenants or residents, if they sell their existing home to a purchaser who remains as a tenant of the MHP and who then places an Approved Home on a vacant lot in the MHP.

To be a Qualified Resident, an individual must sign this Agreement. For clarity, existing tenants or residents of the MHP who move their mobile home from one location to another within the MHP are not Qualified Residents. To be considered an Approved Home, the mobile home must meet all rules, regulations, and requirements for homes in the MHP as approved by the Village of Lexington. The

Tenant Initials: \_\_\_\_/\_\_\_\_

Village of Lexington shall have sole discretion to determine whether a home is an Approved Home.

3. Tenant Representations. Tenant represents and warrants that it is a Qualified Resident entitled to participate in the Promotion. Tenant represents that it has reviewed this Agreement and the Lease and is entering into both based upon own business judgment free of coercion or duress. As of the date of this Agreement, Tenant does not intend to vacate the MHP or remove the Approved Home from the MHP after the Promotion Period.

4. Non Transferable / Non Assignable. The Promotion and Promotion Period are not transferable and not assignable. The Promotion and the Promotion Period shall terminate immediately if: (i) Qualified Resident ceases to be a resident of the MHP; (ii) Qualified Resident sells, transfers, leases, or conveys his/her interest in the mobile home that resulted in the Promotion; (iii) Tenant removes the Approved Home from the MHP; (iv) Tenant's representations in this Agreement or the Lease determined to be false; (iv) Tenant's breach of this Agreement. The Promotion and Promotion Period are individual to the Qualified Resident and do not run with or bind the Approved Home or the lot where the Approved Home is located.

5. Termination of Promotion. The Village of Lexington in sole discretion may terminate the Promotion with or without notice. In the event the Promotion is terminated, Qualified Residents who placed an Approved Home on a vacant lot in the MHP and satisfied all other criteria necessary to be eligible for the Promotion as of the date the Promotion is terminated, shall be entitled to receive the benefits of the Promotion through the Promotion Period.

6. MHP Rules and Regulations. All MHP Rules and Regulations apply to Qualified Residents and Approved Homes, including during the Promotion Period.

7. Utility Charges. The Promotion applies to lot rent only and does not exempt Qualified Residents from paying for utilities, including, water, sewer, electricity, gas, garbage removal, or other costs assessed to residents of the MHP.

8. Addendum to Lease. This Agreement shall be considered an addendum to the Lease. To the extent there is a conflict between this Agreement and the Lease, this Agreement shall control.

9. Entire Agreement. This Agreement in conjunction documents referenced herein constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

10. Execution and Counterparts. Once this Agreement is signed by all parties, it will constitute a binding agreement. This Agreement may be executed in two or more counterparts, but all such counterparts, taken together, shall constitute one and the same Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

11. Governing Law. This Agreement is governed by and entered into in accordance with the laws of the State of Michigan.

INSERT SIGNATURE BLOCKS

Tenant Initials: \_\_\_\_\_/\_\_\_\_\_



## MOBILE HOME PARK

Mobile Home Park  
5203 Main St., Lexington, MI 48450  
Phone: (810) 359-8308

## ONE YEAR FREE RENT PROGRAM

Village of Lexington will offer residents, when purchasing a new mobile home or bringing in an approved mobile home and utilizing a vacant lot, one year of free rent, not including water, sewer, and garbage. Residents will be responsible for the payment of monthly water, sewer, and garbage in addition to monthly rent payments, Rent rates are listed below and residents are required to pay a security deposit.

Lot Rents as follows:

- Single Lot \$303.97
- Lot & Half \$ 422.42
- Double Lot \$484.22
- Lakefront Lot \$497.61

The Village-Owned Lexington North Shores is located just north of the four corners, across from the post office on M-25. The park has a newly renovated clubhouse and 1100 feet of public beach along the shores of beautiful Lake Huron.



During our audit this year, the auditors asked Council to consider writing off the amount owing for Lot #124 (\$15,234.76), Lot #220 (\$16,381.76), and Lot #73 (\$7,127.22). The auditors also suggested Council consider making a motion to stop billing these 3 Lots. Both owners of Lot #124 and Lot #220 passed away in 2020. These mobiles have remained empty.

Per the Village attorney, judgments were entered for Lots 73 and 124. He does not believe either will pay. The recommendation from the Village Manager is not to pursue incurring additional attorney fees when collection is unlikely. The attorney believes the Village will have to have these homes removed.

Vicki Scott

Village Clerk

810-359-8631 x104

# History Register

Wednesday, August 23, 2023

1/3

Account #	Service Address	Customer Name	Balance Due				
Posted	Created	Trx Info	Item Name	Meter Read	Usage	Amount	Balance
Billing Item	Rate Name	Billed	Usg Due Date	Transaction	Type		
MAIN-005203-0124-00	5203 MAIN # 124 ST						<b>\$15234.76</b>
08/17/23	08/17/23 04:02	Late Charge		0	0	\$35.00	\$14,854.65
21-LATE FEE	MHP \$35 FLAT	0.00	08/17/23	Penalty		\$35.00	
08/01/23	07/14/23 03:14	Bill Calculated 08/01/23-08/31/23		0	0	\$380.11	\$14,819.65
13-WATER READY	MHP WR 3/4 W	0.00	08/05/23	Billing		\$37.73	
14-SEWER READY	MHP SR 3/4 S	0.00	08/05/23	Billing		\$24.33	
15-WATER USAGE	MHP WU-WATER	0.00	08/05/23	Billing		\$0.00	
16-SEWER USAGE	MHP SU-SEWER	0.00	08/05/23	Billing		\$0.00	
17.1 MHP GARBAGE	MHP GARBAGE	0.00	08/05/23	Billing		\$14.08	
20-RENT	RSGL-RENT SI	0.00	08/05/23	Billing		\$303.97	
07/20/23	07/20/23 09:01	Late Charge		0	0	\$35.00	\$14,439.54
21-LATE FEE	MHP \$35 FLAT	0.00	07/20/23	Penalty		\$35.00	
07/01/23	06/12/23 02:49	Bill Calculated 07/01/23-07/31/23		0	0	\$380.11	\$14,404.54
13-WATER READY	MHP WR 3/4 W	0.00	07/05/23	Billing		\$37.73	
14-SEWER READY	MHP SR 3/4 S	0.00	07/05/23	Billing		\$24.33	
15-WATER USAGE	MHP WU-WATER	0.00	07/05/23	Billing		\$0.00	
16-SEWER USAGE	MHP SU-SEWER	0.00	07/05/23	Billing		\$0.00	
17.1 MHP GARBAGE	MHP GARBAGE	0.00	07/05/23	Billing		\$14.08	
20-RENT	RSGL-RENT SI	0.00	07/05/23	Billing		\$303.97	
06/20/23	06/20/23 09:18	Late Charge		0	0	\$35.00	\$14,024.43
21-LATE FEE	MHP \$35 FLAT	0.00	06/20/23	Penalty		\$35.00	
06/01/23	05/16/23 10:38	Bill Calculated 06/01/23-06/30/23		0	0	\$380.11	\$13,989.43
13-WATER READY	MHP WR 3/4 W	0.00	06/05/23	Billing		\$37.73	
14-SEWER READY	MHP SR 3/4 S	0.00	06/05/23	Billing		\$24.33	
15-WATER USAGE	MHP WU-WATER	0.00	06/05/23	Billing		\$0.00	
16-SEWER USAGE	MHP SU-SEWER	0.00	06/05/23	Billing		\$0.00	
17.1 MHP GARBAGE	MHP GARBAGE	0.00	06/05/23	Billing		\$14.08	
20-RENT	RSGL-RENT SI	0.00	06/05/23	Billing		\$303.97	

# History Register

Wednesday, August 23, 2023

1/3

Account #	Service Address	Customer Name	Balance Due				
Posted	Created	Trx Info	Item Name	Meter Read	Usage	Amount	Balance
Billing Item	Rate Name	Billed	Usg Due Date	Transaction	Type		
MAIN-005203-0220-00	5203 MAIN # 220 ST						<b>\$16381.76</b>
08/17/23	08/17/23 04:02	Late Charge		0	0	\$35.00	\$16,001.65
21-LATE FEE	MHP \$35 FLAT	0.00	08/17/23	Penalty		\$35.00	
08/01/23	07/14/23 03:14	Bill Calculated 08/01/23-08/31/23		0	0	\$380.11	\$15,966.65
13-WATER READY	MHP WR 3/4 W	0.00	08/05/23	Billing		\$37.73	
14-SEWER READY	MHP SR 3/4 S	0.00	08/05/23	Billing		\$24.33	
15-WATER USAGE	MHP WU-WATER	0.00	08/05/23	Billing		\$0.00	
16-SEWER USAGE	MHP SU-SEWER	0.00	08/05/23	Billing		\$0.00	
17.1 MHP GARBAGE	MHP GARBAGE	0.00	08/05/23	Billing		\$14.08	
20-RENT	RSGL-RENT SI	0.00	08/05/23	Billing		\$303.97	
07/20/23	07/20/23 09:01	Late Charge		0	0	\$35.00	\$15,586.54
21-LATE FEE	MHP \$35 FLAT	0.00	07/20/23	Penalty		\$35.00	
07/01/23	06/12/23 02:49	Bill Calculated 07/01/23-07/31/23		0	0	\$380.11	\$15,551.54
13-WATER READY	MHP WR 3/4 W	0.00	07/05/23	Billing		\$37.73	
14-SEWER READY	MHP SR 3/4 S	0.00	07/05/23	Billing		\$24.33	
15-WATER USAGE	MHP WU-WATER	0.00	07/05/23	Billing		\$0.00	
16-SEWER USAGE	MHP SU-SEWER	0.00	07/05/23	Billing		\$0.00	
17.1 MHP GARBAGE	MHP GARBAGE	0.00	07/05/23	Billing		\$14.08	
20-RENT	RSGL-RENT SI	0.00	07/05/23	Billing		\$303.97	
06/20/23	06/20/23 09:18	Late Charge		0	0	\$35.00	\$15,171.43
21-LATE FEE	MHP \$35 FLAT	0.00	06/20/23	Penalty		\$35.00	
06/01/23	05/16/23 10:38	Bill Calculated 06/01/23-06/30/23		0	0	\$380.11	\$15,136.43
13-WATER READY	MHP WR 3/4 W	0.00	06/05/23	Billing		\$37.73	
14-SEWER READY	MHP SR 3/4 S	0.00	06/05/23	Billing		\$24.33	
15-WATER USAGE	MHP WU-WATER	0.00	06/05/23	Billing		\$0.00	
16-SEWER USAGE	MHP SU-SEWER	0.00	06/05/23	Billing		\$0.00	
17.1 MHP GARBAGE	MHP GARBAGE	0.00	06/05/23	Billing		\$14.08	
20-RENT	RSGL-RENT SI	0.00	06/05/23	Billing		\$303.97	

# History Register

Wednesday, August 23, 2023

1/3

Account #	Service Address	Customer Name	Balance Due				
Posted	Created	Trx Info	Item Name	Meter Read	Usage	Amount	Balance
Billing Item	Rate Name	Billed	Usg Due	Date	Transaction	Type	
MAIN-005203-0073-00	5203 MAIN # 73 ST						<b>\$7127.22</b>
08/17/23	08/17/23 04:02	Late Charge		0	0	\$35.00	\$6,747.11
21-LATE FEE	MHP \$35 FLAT	0.00	08/17/23	Penalty		\$35.00	
08/01/23	07/14/23 03:14	Bill Calculated	08/01/23-08/31/23	0	0	\$380.11	\$6,712.11
13-WATER READY	MHP WR 3/4 W	0.00	08/05/23	Billing		\$37.73	
14-SEWER READY	MHP SR 3/4 S	0.00	08/05/23	Billing		\$24.33	
15-WATER USAGE	MHP WU-WATER	0.00	08/05/23	Billing		\$0.00	
16-SEWER USAGE	MHP SU-SEWER	0.00	08/05/23	Billing		\$0.00	
17.1 MHP GARBAGE	MHP GARBAGE	0.00	08/05/23	Billing		\$14.08	
20-RENT	RSGL-RENT SI	0.00	08/05/23	Billing		\$303.97	
07/20/23	07/20/23 09:01	Late Charge		0	0	\$35.00	\$6,332.00
21-LATE FEE	MHP \$35 FLAT	0.00	07/20/23	Penalty		\$35.00	
07/01/23	06/12/23 02:49	Bill Calculated	07/01/23-07/31/23	0	0	\$380.11	\$6,297.00
13-WATER READY	MHP WR 3/4 W	0.00	07/05/23	Billing		\$37.73	
14-SEWER READY	MHP SR 3/4 S	0.00	07/05/23	Billing		\$24.33	
15-WATER USAGE	MHP WU-WATER	0.00	07/05/23	Billing		\$0.00	
16-SEWER USAGE	MHP SU-SEWER	0.00	07/05/23	Billing		\$0.00	
17.1 MHP GARBAGE	MHP GARBAGE	0.00	07/05/23	Billing		\$14.08	
20-RENT	RSGL-RENT SI	0.00	07/05/23	Billing		\$303.97	
06/20/23	06/20/23 09:18	Late Charge		0	0	\$35.00	\$5,916.89
21-LATE FEE	MHP \$35 FLAT	0.00	06/20/23	Penalty		\$35.00	
06/01/23	05/16/23 10:38	Bill Calculated	06/01/23-06/30/23	0	0	\$380.11	\$5,881.89
13-WATER READY	MHP WR 3/4 W	0.00	06/05/23	Billing		\$37.73	
14-SEWER READY	MHP SR 3/4 S	0.00	06/05/23	Billing		\$24.33	
15-WATER USAGE	MHP WU-WATER	0.00	06/05/23	Billing		\$0.00	
16-SEWER USAGE	MHP SU-SEWER	0.00	06/05/23	Billing		\$0.00	
17.1 MHP GARBAGE	MHP GARBAGE	0.00	06/05/23	Billing		\$14.08	
20-RENT	RSGL-RENT SI	0.00	06/05/23	Billing		\$303.97	

Attached are the Judgments entered with respect to MHP Lots 73 and 124.

> In short, if they have not paid by July 27, 2023, we can request the

> Court enter an eviction order. I do not believe either will pay. We

> have a money judgment hearing with respect to each on August 28th. I

> am not sure if the MHP wishes to incur attorney fees to pursue the

> money judgments or not. The \_\_\_\_\_ passed away. I don't think collection is likely. Mr.

> \_\_\_\_\_ is alive, but I do not know if he is collectable.

>

> Ultimately I believe the Village will have to have these homes removed

> and we should probably thinking about who can perform that service for us.

>

> T. Allen Francis

> Fletcher Fealko Shoudy & Francis, PC

> 1411 Third St. Ste. F

> Port Huron, Michigan 48060

> Phone: (810) 987-8444

> Fax: (810) 987-8149

> [tfrancis@fletcherfealko.com](mailto:tfrancis@fletcherfealko.com)

>

August 1, 2023

MHP LOT DEPOSIT  
REFUNDS

• Lot #54	Sandra Jeske	\$370.62	Moved: Jul. 2023
• Lot #40	Carrie Beauchamp	\$323.00	Moved: Jul. 2023
• Lot #117	Brandon Schwerin	\$361.00	Moved: Jul. 2023
• Lot #145	Michele Cuppen	\$370.62	Moved: Aug.2023

Check Date	Check	Vendor Name	Description	Amount
<b>Bank EMB</b>				
07/11/2023	37988	ALLSTATE CREDIT BUREAU	MHP CREDIT CHECKS	144.00
07/11/2023	37989	BALL EQUIPMENT	MOWER BLADES	59.97
07/11/2023	37990	CROSWELL GREENHOUSE	SUMMER 2023 HANGING BASKETS	7,889.00
07/11/2023	37991	CUTLER JANITORIAL SUPPLY L	DDA P&R TRASH BAGS CLEANING S	332.00
			TRASH BAGS CLEANING SUPPLT P&	303.00
				<u>635.00</u>
07/11/2023	37992	DTE ENERGY -	ORNAMENTAL STREET LIGHTS	3,239.40
07/11/2023	37993	EMTERRA ENVIRONMENTAL USA	JUNE FUEL CHARGE	240.40
07/11/2023	37994	FIRST BANKCARD	MULTI FUNDS	4,804.74
07/11/2023	37995	HACH COMPANY	LAB SUPPLY	820.91
			LAB SUPPLY	166.70
				<u>987.61</u>
07/11/2023	37996	M.R.W.A.	ANNUAL MEMBERSHIP DUES	800.00
07/11/2023	37997	PITNEY BOWES GLOBAL FINACI	AP 2023 TO JULY 2023 LEASE	403.98
07/11/2023	37998	PVS-NOLWOOD CHEMICALS, INC	WTP CHEMICALS	3,874.89
			CREDIT MEMO WTP CHEM	(175.00)
				<u>3,699.89</u>
07/11/2023	37999	RICHARD STAPLETON	SUPPLY FOR CEMETERY	44.52
07/11/2023	38000	STANDARD OFFICE SUPPLY	OFFICE SUPPLY	354.17
07/11/2023	38001	SUNBELT RENTALS INC	TRENCHER RENTAL WATER LINE AT	368.74
07/11/2023	38002	THE HARTFORD LIFE INSURANC	JULY LIFE INURANCE	495.00
07/11/2023	38003	THUMB CELLULAR	CELL PHONE SERVICE	180.59
07/11/2023	38004	TOWNLEY ENGINEERING LLC	USDA WATER IMPROVEMENTS JUNE	7,093.00
			USDA SEWER IMPROVEMENTS JUNE	17,375.00
				<u>24,468.00</u>
07/11/2023	38005	UHYLLP	BALANCE OF CHART OF ACCOUNTS	2,750.00
07/11/2023	38006	US BANK EQUIPMENT FINANCE	JLY 2023 COPY MACHINE PYMT	336.00
07/11/2023	38007	VIEW NEWSPAPER	ADVERTISING	1,242.00
07/11/2023	38008	WOODRUFF SIGN & SCREEN PRI	CUSTOM CUP STICKERS SIDEWALK	900.00
07/20/2023	38009	AGRI-VALLEY SERVICE	WTP INTERNET	52.95
			MHP INTERNET	52.95
				<u>105.90</u>
07/20/2023	38010	ALLAN HEATING & COOLING	FIX AIR	423.00
07/20/2023	38011	CUTLER JANITORIAL SUPPLY L	CLEANING SUPPLY	383.50



Check Date	Check	Vendor Name	Description	Amount
07/20/2023	38012	DTE ENERGY	ELECTR MULT FUNDS	8,878.05
07/20/2023	38013	EASTON TELECOM	LANDLINES	981.82
07/20/2023	38014	ED JAROSZ	DECALS VILLAGE CART TONER	154.99
07/20/2023	38015	EMTERRA ENVIRONMENTAL USA	RUBBISH P/U JULY	11,311.12
07/20/2023	38016	ETNA SUPPLY COMPANY	METER MXU	1,120.00
07/20/2023	38017	HACH COMPANY	TNT845 BOD BOTTLES	246.55
07/20/2023	38018	HAVILAND	CHLORINE GAS	1,560.00
07/20/2023	38019	HOMEGROWN COMPUTERS	COMPUTER SEWER	380.00
07/20/2023	38020	IDEXX DISTRIBUTION CORP.	LAB SUPPLY	3,273.86
07/20/2023	38021	KENNEDY INDUSTRIES INC.	WATER PLANT FILTER #2	2,113.00
07/20/2023	38022	LAKESIDE BUILDING SUPPLIES	MHP MJ STREETS FIRE PARKS SU	1,371.08
07/20/2023	38023	LOREN CLARKSON	LOT 140 ALUMINUM CAP	450.00
07/20/2023	38024	MCKENNA	SPARK GRANT APPLICATION SERVI	2,422.50
07/20/2023	38025	MICHIGAN MUNICIPAL LEAGUE	MANAGER	1,330.00
07/20/2023	38026	OPERATING ENG. HEALTH CARE	RETIREE HEALTH INSURANCE AUG	3,411.00
07/20/2023	38027	PRINTING SYSTEMS, INC.	UTILITY BILLS	353.22
			PAST DUE ENVELOPES	236.26
				<u>589.48</u>
07/20/2023	38028	STANDARD OFFICE SUPPLY	PAPER	249.95
			FILE FOLDER	79.96
			TONER AT WTP	81.89
			MANAGER NAMEPLATES	27.00
			ENVELOPES	255.12
				<u>693.92</u>
07/20/2023	38029	TNT EQUIPMENT	BLADES FOR MOWER	54.24
07/20/2023	38030	TRI-COUNTY EQUIPMENT, INC.	BLADES FOR MOWER	61.86
07/20/2023	38031	VICKI SCOTT	DDA MEETING 7-12-23	50.00
07/20/2023	38032	VILLAGE OF LEXINGTON	WATER SEWER	322.20
07/27/2023	38033	AGRI-VALLEY SERVICE	WTP INTERNET JULY 2023	52.95
			MHP JULY 2023 INTERNET	52.95
				<u>105.90</u>
07/27/2023	38034	ANTHONY ALES	ALES 2023-24 UNIFORM ALLOW	72.56
07/27/2023	38035	BLUE CROSS BLUE SHIELD OF	RETIREE HEALTH AUG 2023	184.00
07/27/2023	38036	CITY OF CROSWELL	2023-2024 EMS CONTRACT 7-1-23	39,733.00
07/27/2023	38037	DEBRAH GUTCH	DEEDS LOT 81 CEMETERY	1,245.00
07/27/2023	38038	DENNIS KLAAS	JULY 2023 PHONE	75.00
07/27/2023	38039	FLETCHER, FEALKO, SHOUDY	ATTY FEES MHP GF ZONE MAY SER	1,035.00
07/27/2023	38040	LINDE GAS & EQUIPMENT	OXYGEN	72.00
07/27/2023	38041	MICHAEL & SUSAN TAYLOR	DEPOSIT REFUND LOT 27	549.00
07/27/2023	38042	SEMCO ENERGY GAS COMPANY	HEAT/ GAS	189.50

Check Date	Check	Vendor Name	Description	Amount
07/27/2023	38043	TNT EQUIPMENT	BELT FOR HUSTLER MOWER	97.32
EMB TOTALS:				
Total of 56 Checks:				139,089.36
Less 0 Void Checks:				0.00
Total of 56 Disbursements:				139,089.36

CASH SUMMARY BY FUND FOR VILLAGE OF LEXINGTON

FROM 07/01/2023 TO 07/31/2023  
 FUND: 101 202 203 204 205 209 248 282 402 496 590 591 595 596 625 703  
 CASH AND INVESTMENT ACCOUNTS

FANK:

Fund	Description	Beginning Balance 07/01/2023		Total		Ending Balance 07/31/2023	
		Balance	Debits	Debits	Credits	Balance	Debits
101	GENERAL FUND	414,448.11	114,109.57	135,766.76	392,790.92		
202	MAJOR STREET FUND	461,511.26	571.95	1,606.74	460,476.47		
203	LOCAL STREET FUND	135,810.85	2,455.59	6,203.03	132,063.41		
204	MUNICIPAL STREETS	852,093.22	17,251.50	0.00	869,344.72		
205	COUNTY ROADS	518,273.30	915.67	3,502.10	515,686.87		
209	CEMETERY FUND	94,123.52	14,353.95	9,014.49	99,462.98		
248	DOWNTOWN DEVELOPMENT AUTHORITY	312,487.45	14,245.90	15,566.86	311,166.49		
282	CARES ACT FUND	117,489.94	0.00	0.00	117,489.94		
402	CAPITAL EQUIPMENT FUND	117,946.83	0.00	0.00	117,946.83		
496	HARBOR UPLANDS GRANT	0.00	4,000,000.00	1,089.96	3,998,910.04		
590	SEWER FUND	838,624.34	58,165.54	53,594.55	843,195.33		
591	WATER FUND-D -PROCESSING	1,645,109.01	143,161.13	71,783.22	1,716,486.92		
595	LEX MOBILE HOME PARK	1,160,403.46	79,900.55	49,804.16	1,190,499.85		
	TOTAL - ALL FUNDS	6,668,321.29	4,445,131.35	347,931.87	10,765,520.77		

Fund 101 GENERAL FUND

GL Number	Description	Balance
*** Assets ***		
101-000-001.800	INVESTMENT-CADRE	64,659.00
101-000-002.000	EASTERN MICHIGAN BANK	328,131.92
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	47,370.87
101-000-015.200	A/R MISC.	17,631.00
101-000-015.225	PREPAYMENTS	1,346.08
101-000-015.300	A/R UNBILLED UTILITIES	7,543.13
101-000-015.600	A/R RUBBISH	576.34
101-000-015.800	ACCOUNTS SENT TO COLLECTIONS	7,961.75
101-000-084.830	DUE FROM LEX TOWNSHIP	2,025.14
101-000-123.000	PREPAID EXPENSES	51,601.28
<b>Total Assets</b>		<b>528,855.51</b>
*** Liabilities ***		
101-000-204.300	UIA	654.15
101-000-204.600	EQUITABLE - EMPLOYEE CONTRIBU	295.44
101-000-204.889	EMPLOYEE CONTRIBUTION TO BCBS	4,095.46
101-000-204.890	AFLAC INSURANCE-EMPLOYEE CONT	102.48
101-000-204.955	MISC PASSTHROUGH	1.12
101-000-205.100	EMPLOYEE CONTR TO PENSION 4 1	(679.05)
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
101-000-258.000	ACCRUED PAYROLL	14,770.33
<b>Total Liabilities</b>		<b>32,334.89</b>
*** Fund Balance ***		
101-000-390.000	FUND BALANCE ACCOUNT	412,142.14
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
<b>Total Fund Balance</b>		<b>424,707.45</b>
<b>Beginning Fund Balance - 22-23</b>		<b>424,707.45</b>
<b>Net of Revenues VS Expenditures - 22-23</b>		<b>65,411.18</b>
<b>*22-23 End FB/23-24 Beg FB</b>		<b>490,118.63</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>6,401.99</b>
<b>Ending Fund Balance</b>		<b>496,520.62</b>
<b>Total Liabilities And Fund Balance</b>		<b>528,855.51</b>

\* Year Not Closed

Fund 202 MAJOR STREET FUND

GL Number	Description	Balance
*** Assets ***		
202-000-002.000	EASTERN MICHIGAN BANK	460,476.47
202-000-015.200	A/R MISC.	5,556.29
202-000-123.000	PREPAID EXPENSES	92.04
<b>Total Assets</b>		<b>466,124.80</b>
*** Liabilities ***		
202-000-258.000	ACCRUED WAGES	141.09
<b>Total Liabilities</b>		<b>141.09</b>
*** Fund Balance ***		
202-000-390.000	FUND BALANCE ACCOUNT	409,031.65
<b>Total Fund Balance</b>		<b>409,031.65</b>
<b>Beginning Fund Balance - 22-23</b>		<b>409,031.65</b>
<b>Net of Revenues VS Expenditures - 22-23</b>		<b>57,823.79</b>
<b>*22-23 End FB/23-24 Beg FB</b>		<b>466,855.44</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>(871.73)</b>
<b>Ending Fund Balance</b>		<b>465,983.71</b>
<b>Total Liabilities And Fund Balance</b>		<b>466,124.80</b>

\* Year Not Closed

Fund 203 LOCAL STREET FUND

GL Number	Description	Balance
*** Assets ***		
203-000-002.000	EASTERN MICHIGAN BANK	132,063.41
203-000-015.200	A/R MISC.	5,395.66
203-000-123.000	PREPAID EXPENSES	425.82
<b>Total Assets</b>		<b>137,884.89</b>
*** Liabilities ***		
203-000-258.000	ACCRUED WAGES	389.62
<b>Total Liabilities</b>		<b>389.62</b>
*** Fund Balance ***		
203-000-390.000	FUND BALANCE ACCOUNT	181,303.08
<b>Total Fund Balance</b>		<b>181,303.08</b>
<b>Beginning Fund Balance - 22-23</b>		<b>181,303.08</b>
<b>Net of Revenues VS Expenditures - 22-23</b>		<b>(40,202.47)</b>
<b>*22-23 End FB/23-24 Beg FB</b>		<b>141,100.61</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>(3,605.34)</b>
<b>Ending Fund Balance</b>		<b>137,495.27</b>
<b>Total Liabilities And Fund Balance</b>		<b>137,884.89</b>

\* Year Not Closed

Fund 204 MUNICIPAL STREETS

GL Number	Description	Balance
*** Assets ***		
204-000-002.000	EASTERN MICHIGAN BANK	869,344.72
204-000-123.100	PREPAID FUEL FOR TANKS	473.08
<b>Total Assets</b>		<b>869,817.80</b>
*** Liabilities ***		
<b>Total Liabilities</b>		<b>0.00</b>
*** Fund Balance ***		
204-000-390.000	Fund Balance	771,681.51
<b>Total Fund Balance</b>		<b>771,681.51</b>
Beginning Fund Balance - 22-23		771,681.51
Net of Revenues VS Expenditures - 22-23		83,294.99
*22-23 End FB/23-24 Beg FB		854,976.50
Net of Revenues VS Expenditures - Current Year		14,841.30
Ending Fund Balance		869,817.80
Total Liabilities And Fund Balance		869,817.80

\* Year Not Closed

Fund 205 COUNTY ROADS

GL Number	Description	Balance
*** Assets ***		
205-000-002.000	EASTERN MICHIGAN BANK	515,686.87
<b>Total Assets</b>		<b>515,686.87</b>
*** Liabilities ***		
<b>Total Liabilities</b>		<b>0.00</b>
*** Fund Balance ***		
205-000-390.000	FUND BALANCE ACCOUNT	443,345.49
<b>Total Fund Balance</b>		<b>443,345.49</b>
Beginning Fund Balance - 22-23		443,345.49
Net of Revenues VS Expenditures - 22-23		71,856.41
*22-23 End FB/23-24 Beg FB		515,201.90
Net of Revenues VS Expenditures - Current Year		484.97
Ending Fund Balance		515,686.87
Total Liabilities And Fund Balance		515,686.87

\* Year Not Closed



Fund 209 CEMETERY FUND

GL Number	Description	Balance
<b>*** Assets ***</b>		
209-000-001.800	INVESTMENT-CADRE	29,723.88
209-000-002.000	EASTERN MICHIGAN BANK	69,739.10
209-000-123.000	PREPAID EXPENSES	818.54
<b>Total Assets</b>		<b>100,281.52</b>
<b>*** Liabilities ***</b>		
209-000-258.000	ACCRUED WAGES	440.68
<b>Total Liabilities</b>		<b>440.68</b>
<b>*** Fund Balance ***</b>		
209-000-390.000	FUND BALANCE ACCOUNT	81,914.87
<b>Total Fund Balance</b>		<b>81,914.87</b>
<b>Beginning Fund Balance - 22-23</b>		<b>81,914.87</b>
<b>Net of Revenues VS Expenditures - 22-23</b>		<b>10,806.66</b>
<b>*22-23 End FB/23-24 Beg FB</b>		<b>92,721.53</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>7,119.31</b>
<b>Ending Fund Balance</b>		<b>99,840.84</b>
<b>Total Liabilities And Fund Balance</b>		<b>100,281.52</b>

\* Year Not Closed

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	Balance
*** Assets ***		
248-000-002.000	EASTERN MICHIGAN BANK	311,166.49
248-000-123.000	PREPAID EXPENSES	425.82
<b>Total Assets</b>		<b>311,592.31</b>
*** Liabilities ***		
248-000-258.000	ACCRUED WAGES	444.73
<b>Total Liabilities</b>		<b>444.73</b>
*** Fund Balance ***		
248-000-390.000	FUND BALANCE ACCOUNT	260,881.96
<b>Total Fund Balance</b>		<b>260,881.96</b>
<b>Beginning Fund Balance - 22-23</b>		<b>260,881.96</b>
<b>Net of Revenues VS Expenditures - 22-23</b>		<b>42,661.59</b>
<b>*22-23 End FB/23-24 Beg FB</b>		<b>303,543.55</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>7,604.03</b>
<b>Ending Fund Balance</b>		<b>311,147.58</b>
<b>Total Liabilities And Fund Balance</b>		<b>311,592.31</b>

\* Year Not Closed

Fund 282 CARES ACT FUND

GL Number	Description	Balance
*** Assets ***		
282-000-002.000	EASTERN MICHIGAN BANK	117,489.94
<b>Total Assets</b>		<b>117,489.94</b>
*** Liabilities ***		
282-000-339.000	DEFERRED REVENUE	117,489.94
<b>Total Liabilities</b>		<b>117,489.94</b>
Beginning Fund Balance - 22-23		0.00
Net of Revenues VS Expenditures - 22-23		0.00
*22-23 End FB/23-24 Beg FB		0.00
Net of Revenues VS Expenditures - Current Year		0.00
Ending Fund Balance		0.00
<b>Total Liabilities And Fund Balance</b>		<b>117,489.94</b>

\* Year Not Closed

Fund 402 CAPITAL EQUIPMENT FUND

GL Number	Description	Balance
*** Assets ***		
402-000-002.000	EASTERN MICHIGAN BANK	117,946.83
<b>Total Assets</b>		<b>117,946.83</b>
*** Liabilities ***		
<b>Total Liabilities</b>		<b>0.00</b>
*** Fund Balance ***		
402-000-390.000	Fund Balance	57,501.00
<b>Total Fund Balance</b>		<b>57,501.00</b>
Beginning Fund Balance - 22-23		57,501.00
Net of Revenues VS Expenditures - 22-23		60,445.83
*22-23 End FB/23-24 Beg FB		117,946.83
Net of Revenues VS Expenditures - Current Year		0.00
Ending Fund Balance		117,946.83
Total Liabilities And Fund Balance		117,946.83

\* Year Not Closed

Fund 496 HARBOR UPLANDS GRANT

GL Number	Description	Balance
*** Assets ***		
496-000-002.000	EASTERN MICHIGAN BANK	3,998,910.04
<b>Total Assets</b>		<b>3,998,910.04</b>
*** Liabilities ***		
<b>Total Liabilities</b>		<b>0.00</b>
*** Fund Balance ***		
<b>Total Fund Balance</b>		<b>0.00</b>
<b>Beginning Fund Balance - 22-23</b>		<b>0.00</b>
<b>Net of Revenues VS Expenditures - 22-23</b>		<b>0.00</b>
<b>*22-23 End FB/23-24 Beg FB</b>		<b>0.00</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>3,998,910.04</b>
<b>Ending Fund Balance</b>		<b>3,998,910.04</b>
<b>Total Liabilities And Fund Balance</b>		<b>3,998,910.04</b>

\* Year Not Closed

Fund 590 SEWER FUND

GL Number	Description	Balance
<b>*** Assets ***</b>		
590-000-001.800	INVESTMENT-CADRE	58,152.63
590-000-002.000	EASTERN MICHIGAN BANK	762,221.43
590-000-005.000	PF INT P 2433 CASH	22,821.27
590-000-015.000	ACCOUNTS RECEIVABLE	3,782.03
590-000-015.180	A/R SEWER DUMPING FEES	20,000.00
590-000-015.300	A/R UNBILLED UTILITIES	39,660.08
590-000-015.550	SEWER SAMPLE	6,601.00
590-000-030.000	ACCRUAL DEPRECIATION	537,674.05
590-000-030.100	LAGOON	1,936,166.00
590-000-030.200	LAND IMPROVEMENT	28,000.00
590-000-030.300	DEFERRED OUTFLOW	7,453.00
590-000-031.000	DEFERRED OUTFLOWS	13,073.00
590-000-123.000	PREPAID EXPENSES	3,800.34
590-000-144.000	EQUIPMENT	18,491.08
590-000-153.000	CONSTRUCTION IN PROGRESS	186,166.34
590-000-264.000	ACCUMULATED DEPRECIATION	(1,445,586.90)
<b>Total Assets</b>		<b>2,198,475.35</b>
<b>*** Liabilities ***</b>		
590-000-205.000	OPEB OBLIGATION	131,862.00
590-000-205.600	NET PENSION LIABILITY	145,771.00
590-000-220.200	DEF REVENUE-METER DEPOSIT	2,955.22
590-000-251.000	ACCRUED INTEREST PAYABLE	4.80
590-000-258.000	ACCRUED WAGES	1,882.29
590-000-260.000	ACCRUED VACATION LEAVE PAYABLE	16,627.51
590-000-265.000	BONDS PAYABLE (CASH BONDS)	144,300.00
590-000-300.500	DEFERRED INFLOWS	16,483.00
590-000-300.501	DEFERRED INFLOWS OPEB	123,928.00
<b>Total Liabilities</b>		<b>583,813.82</b>
<b>*** Fund Balance ***</b>		
590-000-390.000	FUND BALANCE ACCOUNT	988,887.76
590-000-395.000	RETAINED EARNINGS	582,861.34
590-000-395.100	RET.EARNINGS-METER CH.DEPOSIT	15,545.61
<b>Total Fund Balance</b>		<b>1,587,294.71</b>
<b>Beginning Fund Balance - 22-23</b>		<b>1,587,294.71</b>
<b>Net of Revenues VS Expenditures - 22-23</b>		<b>1,041.65</b>
<b>*22-23 End FB/23-24 Beg FB</b>		<b>1,588,336.36</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>26,325.17</b>
<b>Ending Fund Balance</b>		<b>1,614,661.53</b>
<b>Total Liabilities And Fund Balance</b>		<b>2,198,475.35</b>

\* Year Not Closed

Fund 591 WATER FUND-D -PROCESSING

GL Number	Description	Balance
*** Assets ***		
591-000-001.200	ESCROW ACCOUNT EASTERN MI	527,808.52
591-000-001.800	INVESTMENT-CADRE	7,184.35
591-000-002.000	EASTERN MICHIGAN BANK	1,142,672.34
591-000-004.000	PETTY CASH	100.00
591-000-005.000	PF INT P 2433 CASH	38,821.71
591-000-015.000	ACCOUNTS RECEIVABLE	5,354.69
591-000-015.175	A/R WATER TESTING	3,083.12
591-000-015.185	A/R LWTUA	38,584.12
591-000-015.188	SANILAC TWP A/R	18,238.54
591-000-015.189	A/R CAPACITY LWTUA	165,397.10
591-000-015.200	A/R MISC.	1,440.32
591-000-015.300	A/R UNBILLED UTILITIES	57,404.85
591-000-015.625	OUSTIDE OF SANILAC CONTRACT RECE	213.26
591-000-015.650	SANILAC CONTRACT RECEIVABLE	3,173.00
591-000-015.800	ACCOUNTS SENT TO COLLECTIONS	132.50
591-000-030.300	DEFERRED OUTFLOW	28,176.00
591-000-031.000	DEFERRED OUTFLOWS	44,628.00
591-000-123.000	PREPAID EXPENSES	22,938.17
591-000-130.000	LAND	17,495.39
591-000-144.000	EQUIPMENT	311,386.26
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	58,872.59
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	202,223.66
591-000-264.000	ACCUMULATED DEPRECIATION	(5,416,288.33)
<b>Total Assets</b>		<b>6,278,653.02</b>
*** Liabilities ***		
591-000-205.000	OPEB OBLIGATION	450,141.00
591-000-205.600	NET PENSION LIABILITY	551,094.00
591-000-220.400	RESERVE CAPACITY DEFERRAL	100,000.00
591-000-220.450	DEFERRED CAPACITY LWTUA	165,397.10
591-000-251.000	ACCRUED INTEREST PAYABLE	508.17
591-000-258.000	ACCRUED WAGES	5,263.22
591-000-260.000	ACCRUED VACATION LEAVE PAYABLE	52,174.22
591-000-265.000	BONDS PAYABLE (CASH BONDS)	245,700.00
591-000-300.300	DWRF BOND PAYABLE	575,000.00
591-000-300.500	DEFERRED INFLOWS	62,316.00
591-000-300.501	DEFERRED INFLOWS OPEB	423,061.00
<b>Total Liabilities</b>		<b>2,630,654.71</b>
*** Fund Balance ***		
591-000-390.000	FUND BALANCE ACCOUNT	(760,713.23)
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
<b>Total Fund Balance</b>		<b>3,203,393.33</b>
<b>Beginning Fund Balance - 22-23</b>		<b>3,203,393.33</b>
<b>Net of Revenues VS Expenditures - 22-23</b>		<b>366,834.22</b>
<b>*22-23 End FB/23-24 Beg FB</b>		<b>3,570,227.55</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>77,770.76</b>
<b>Ending Fund Balance</b>		<b>3,647,998.31</b>
<b>Total Liabilities And Fund Balance</b>		<b>6,278,653.02</b>

\* Year Not Closed

Fund 595 LEX MOBILE HOME PARK

GL Number	Description	Balance
*** Assets ***		
595-000-001.800	INVESTMENT-CADRE	55,240.95
595-000-002.000	EASTERN MICHIGAN BANK	1,135,258.90
595-000-015.000	ACCOUNTS RECEIVABLE	13,320.32
595-000-015.200	A/R MISC.	(501.61)
595-000-015.700	ACCT REC. LATE FEES PENALTIES	3,244.92
595-000-025.000	MHP WATER RENT RECEIVABLE	390.98
595-000-030.000	ACCRUAL DEPRECIATION	2,835,836.82
595-000-030.150	BUILDINGS	51,238.42
595-000-030.300	DEFERRED OUTFLOW	1,360.00
595-000-031.000	DEFERRED OUTFLOWS	1,943.00
595-000-035.000	MHP RUBBISH REVENUE RECEIVABLE	343.96
595-000-036.000	MHP SEWER REVENUE RECEIVABLE	746.14
595-000-123.000	PREPAID EXPENSES	1,869.88
595-000-144.000	EQUIPMENT	9,846.73
595-000-264.000	ACCUMULATED DEPRECIATION	(1,877,549.49)
<b>Total Assets</b>		<b>2,232,589.92</b>
*** Liabilities ***		
595-000-204.700	TENANT DEPOSIT	48,370.26
595-000-204.725	TENANT DEPOSIT MAIL BOX KEYS	1,080.00
595-000-205.000	OPEB OBLIGATION	19,605.00
595-000-205.600	NET PENSION LIABILITY	26,593.00
595-000-258.000	ACCRUED WAGES	1,066.23
595-000-260.000	ACCRUED VACATION LEAVE PAYABLE	6,038.88
595-000-300.500	DEFERRED INFLOWS	3,007.00
595-000-300.501	DEFERRED INFLOWS OPEB	18,425.00
<b>Total Liabilities</b>		<b>124,185.37</b>
*** Fund Balance ***		
595-000-390.000	FUND BALANCE ACCOUNT	2,025,179.92
595-000-395.000	RETAINED EARNINGS	50,632.57
<b>Total Fund Balance</b>		<b>2,075,812.49</b>
<b>Beginning Fund Balance - 22-23</b>		<b>2,075,812.49</b>
<b>Net of Revenues VS Expenditures - 22-23</b>		<b>1,034.62</b>
<b>*22-23 End FB/23-24 Beg FB</b>		<b>2,076,847.11</b>
<b>Net of Revenues VS Expenditures - Current Year</b>		<b>31,557.44</b>
<b>Ending Fund Balance</b>		<b>2,108,404.55</b>
<b>Total Liabilities And Fund Balance</b>		<b>2,232,589.92</b>

\* Year Not Closed



2023-24 ORIGINAL BUDGET 2023-24 AMENDED BUDGET MONTH 07/31/2023 ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE) YTD BALANCE 07/31/2023 % BDGT USED

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	MONTH 07/31/2023 INCREASE (DECREASE)	ACTIVITY FOR MONTH 07/31/2023	YTD BALANCE 07/31/2023	% BDGT USED
Fund 101 - GENERAL FUND							
Revenues							
Dept 000							
Account Type: Revenue							
101-000-401.100	REAL PROPERTY TAXES -	382,602.00	382,602.00	34,537.71	34,537.71	9.03	0.00
101-000-441.000	STATE STABILIZATION	4,200.00	4,200.00	0.00	0.00	0.00	0.00
101-000-450.000	CABLE TV	11,400.00	11,400.00	0.00	0.00	0.00	0.00
101-000-451.100	ZONING REVENUE	7,000.00	7,000.00	450.00	450.00	6.43	0.00
101-000-451.200	LICOUR LICENSES	4,000.00	4,000.00	0.00	0.00	0.00	0.00
101-000-575.100	SALES TAX ST REV SHAR	98,000.00	98,000.00	0.00	0.00	0.00	0.00
101-000-600.455	SEA WIRELESS	9,100.00	9,100.00	874.51	874.51	9.61	0.00
101-000-665.000	INTEREST EARNED	8,500.00	8,500.00	0.00	0.00	0.00	0.00
101-000-671.520	STATE OF MI-METRO ACT REVENUE	4,600.00	4,600.00	0.00	0.00	0.00	0.00
101-000-697.100	LEASE PROCEEDS	1.00	1.00	0.00	0.00	0.00	0.00
Total Revenue:							
		529,403.00	529,403.00	35,862.22	35,862.22	6.77	0.00
Account Type: Transfers-In							
101-000-699.590	TRANSFER IN FROM SEWER FUND	15,000.00	15,000.00	0.00	0.00	0.00	0.00
101-000-699.591	TRANSFER IN FROM WATER FUND	15,000.00	15,000.00	0.00	0.00	0.00	0.00
101-000-699.595	TRANSFER IN FROM MHP	299,548.00	299,548.00	24,962.35	24,962.35	8.33	0.00
101-000-699.945	ADMINISTRATIVE REIMBURSEMENT	221,556.00	221,556.00	18,462.96	18,462.96	8.33	0.00
Total Transfers-In:							
		551,104.00	551,104.00	43,425.31	43,425.31	7.88	0.00
Total Dept 000							
		1,080,507.00	1,080,507.00	79,287.53	79,287.53	7.19	0.00

Dept 215 - ADMINISTRATIVE STAFF							
Account Type: Revenue							
101-215-628.000	SERVICE CHARGE WATER/GENERAL	0.00	0.00	70.00	70.00	70.00	100.00
101-215-671.500	MISC ACCT OF REVENUE	0.00	0.00	10.00	10.00	10.00	100.00
Total Revenue:							
		0.00	0.00	80.00	80.00	80.00	100.00
Total Dept 215 - ADMINISTRATIVE STAFF							
		0.00	0.00	80.00	80.00	80.00	100.00

Dept 301 - POLICE DEPT							
Account Type: Revenue							
101-301-642.100	COURT FINES AND FEES	4,000.00	4,000.00	376.20	376.20	9.41	0.00
101-301-642.400	PARKING TICKET REVENUE	600.00	600.00	329.00	329.00	54.83	0.00
101-301-642.425	GOLF CART PLATES	6,000.00	6,000.00	875.00	875.00	14.58	0.00
101-301-642.500	Michigan Justice Training Fun	700.00	700.00	0.00	0.00	0.00	0.00
101-301-642.600	POLICE REPORT	700.00	700.00	120.00	120.00	17.14	0.00
101-301-671.500	MISC ACCT OF REVENUE	0.00	0.00	20.00	20.00	100.00	100.00
Total Revenue:							
		12,000.00	12,000.00	1,720.20	1,720.20	14.34	0.00
Total Dept 301 - POLICE DEPT							
		12,000.00	12,000.00	1,720.20	1,720.20	14.34	0.00

Dept 336 - FIRE DEPT							
Account Type: Revenue							
101-336-600.450	FIRE & RESCUE REVENUE	70,000.00	70,000.00	4,310.00	4,310.00	6.16	0.00
101-336-600.550	STANDBY FEES	17,000.00	17,000.00	20,000.00	20,000.00	117.65	0.00
101-336-662.000	PENALTIES-LATE FEES	300.00	300.00	4.43	4.43	1.48	0.00
Total Revenue:							
		87,300.00	87,300.00	24,314.43	24,314.43	27.85	0.00
Total Dept 336 - FIRE DEPT							
		87,300.00	87,300.00	24,314.43	24,314.43	27.85	0.00

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON

PERIOD ENDING 07/31/2023

GL NUMBER	DESCRIPTION	2023-24		MONTH 07/31/2023	ACTIVITY FOR	2023-24		MONTH 07/31/2023	NORMAL	YTD BALANCE	% BDC	
		ORIGINAL	BUDGET			AMENDED BUDGET	INCREASE (DECREASE)					07/31/2023
Fund 101 - GENERAL FUND												
Revenues												
Dept 441 - DPW DEPT												
Account Type: Revenue												
101-441-671.500	MISC ACCT OF REVENUE	0.00		0.00	600.00			600.00		100.00		
101-441-676.000	EQUIPMENT REIMBURSEMENT	88,100.00		88,100.00	10,721.64			10,721.64		12.17		
Total Revenue:		88,100.00		88,100.00	11,321.64			11,321.64		12.85		
Total Dept 441 - DPW DEPT		88,100.00		88,100.00	11,321.64			11,321.64		12.85		
Dept 528 - **SANITATION - RUBBISH COLLECT												
Account Type: Revenue												
101-528-626.100	RUBBISH COLLECTION REV	128,800.00		128,800.00	7,567.07			7,567.07		5.88		
101-528-662.000	PENALTIES-LATE FEES	0.00		0.00	9.66			9.66		100.00		
Total Revenue:		128,800.00		128,800.00	7,576.73			7,576.73		5.88		
Total Dept 528 - **SANITATION - RUBBISH COLLECT		128,800.00		128,800.00	7,576.73			7,576.73		5.88		
Dept 774 - RECREATION/PARKS												
Account Type: Revenue												
101-774-671.100	VENDOR PERMIT	1,500.00		1,500.00	110.00			110.00		7.33		
101-774-675.000	DONATIONS	500.00		500.00	0.00			0.00		0.00		
Total Revenue:		2,000.00		2,000.00	110.00			110.00		5.50		
Total Dept 774 - RECREATION/PARKS		2,000.00		2,000.00	110.00			110.00		5.50		
TOTAL REVENUES												
1,398,707.00		1,398,707.00		1,398,707.00	124,410.53			124,410.53		8.89		
Expenditures												
Dept 101 - TRUSTEES EXPENSES												
Account Type: Expenditure												
101-101-704.550	WORKERS COMP INSURANCE	450.00		450.00	0.00			0.00		0.00		
101-101-740.000	SUPPLIES	400.00		400.00	0.00			0.00		0.00		
101-101-802.500	EDUCATION AND TRAINING	3,000.00		3,000.00	0.00			0.00		0.00		
101-101-805.000	ADVERT/PUBLICATIONS	250.00		250.00	0.00			0.00		0.00		
101-101-810.000	MEMBERSHIP/DUES	1,100.00		1,100.00	0.00			0.00		0.00		
101-101-821.000	STIPEND	5,000.00		5,000.00	0.00			0.00		0.00		
101-101-910.000	LIABILITY INSURANCE	8,500.00		8,500.00	0.00			0.00		0.00		
Total Expenditure:		18,700.00		18,700.00	0.00			0.00		0.00		
Total Dept 101 - TRUSTEES EXPENSES		18,700.00		18,700.00	0.00			0.00		0.00		
Dept 172 - VIL MANAGER												
Account Type: Expenditure												
101-172-701.000	WAGES	150,000.00		150,000.00	370.00			370.00		0.25		
101-172-704.100	MATCH - SOCIAL SECURITY	0.00		0.00	28.30			28.30		100.00		
101-172-704.500	MICH EMP SEC COM	0.00		0.00	8.51			8.51		100.00		
101-172-704.550	WORKERS COMP INSURANCE	1,050.00		1,050.00	0.00			0.00		0.00		
101-172-728.000	COMPUTER-HARDWARE-SOFTWARE	600.00		600.00	0.00			0.00		0.00		
101-172-740.000	SUPPLIES	800.00		800.00	27.00			27.00		3.38		
101-172-800.000	BUILDING MAINTENANCE	200.00		200.00	50.76			50.76		25.38		
101-172-801.000	ELECTRIC-DETROIT EDISON	275.00		275.00	30.80			30.80		11.20		

GL NUMBER	DESCRIPTION	2023-24		MONTH 07/31/2023	ACTIVITY FOR INCREASE (DECREASE)	YTD BALANCE		% BDCGT USED
		ORIGINAL BUDGET	AMENDED BUDGET			07/31/2023	(ABNORMAL)	
Fund 101 - GENERAL FUND								
Expenditures								
101-172-802.000	HEAT-SEMCO ENERGY	225.00	225.00		1.27	1.27	1,054.36	10.44
101-172-803.000	PHONE	2,200.00	2,200.00		62.98	62.98	136.00	7.56
101-172-805.000	ADVERT/PUBLICATIONS	200.00	200.00		0.00	0.00	4,951.63	7.24
101-172-810.000	MEMBERSHIP/DUES	150.00	150.00		0.00	0.00	468.23	7.80
101-172-812.000	MILEAGE	200.00	200.00		0.00	0.00	1,384.86	9.04
101-172-824.500	EQUIPMENT	400.00	400.00		26.88	26.88	167.00	6.1
101-172-910.000	LIABILITY INSURANCE	700.00	700.00		1,330.00	1,330.00	45.92	5.0
101-172-973.100	WATER-UTILITIES	60.00	60.00		5.14	5.14	85.90	11.5
101-172-973.200	SEWER-UTILITIES	60.00	60.00		4.52	4.52	5.43	0.00
Total Expenditure:		157,120.00	157,120.00		1,946.16	1,946.16	3,243.00	7.7
Total Dept 172 - VIL MANAGER		157,120.00	157,120.00		1,946.16	1,946.16	10.04	0.00
Dept 215 - ADMINISTRATIVE STAFF								
Account Type: Expenditure								
101-215-702.000	CLERICAL	10,100.00	10,100.00		1,054.36	1,054.36	136.00	7.56
101-215-702.500	JANITORIAL	1,800.00	1,800.00		136.00	136.00	4,951.63	7.24
101-215-703.000	ACCOUNTANT	68,400.00	68,400.00		4,951.63	4,951.63	468.23	7.80
101-215-704.100	MATCH - SOCIAL SECURITY	6,006.00	6,006.00		468.23	468.23	1,384.86	9.04
101-215-704.200	BLUE CROSS	15,316.00	15,316.00		1,384.86	1,384.86	167.00	6.1
101-215-704.250	RETIRES HEALTH INSURANCE	2,500.00	2,500.00		167.00	167.00	45.92	5.0
101-215-704.300	LIFE INSURANCE	800.00	800.00		45.92	45.92	85.90	11.5
101-215-704.400	PENSION	43,688.00	43,688.00		3,243.00	3,243.00	5.43	0.00
101-215-704.401	AXA EQUITABLE MATCH	750.00	750.00		85.90	85.90	0.00	0.00
101-215-704.500	MICH EMP SEC COM	300.00	300.00		5.43	5.43	0.00	0.00
101-215-704.550	WORKERS COMP INSURANCE	1,050.00	1,050.00		0.00	0.00	301.07	10.04
101-215-727.000	POSTAGE	700.00	700.00		0.00	0.00	67.68	33.84
101-215-740.000	SUPPLIES	3,000.00	3,000.00		301.07	301.07	61.60	12.32
101-215-800.000	BUILDING MAINTENANCE	200.00	200.00		67.68	67.68	2.53	0.72
101-215-801.000	ELECTRIC-DETROIT EDISON	500.00	500.00		61.60	61.60	104.97	5.83
101-215-802.000	HEAT-SEMCO ENERGY	350.00	350.00		2.53	2.53	0.00	0.00
101-215-803.000	PHONE	1,800.00	1,800.00		104.97	104.97	0.00	0.00
101-215-810.000	MEMBERSHIP/DUES	200.00	200.00		0.00	0.00	0.00	0.00
101-215-815.000	AUDIT	18,400.00	18,400.00		0.00	0.00	0.00	0.00
101-215-820.000	CONTRACTED SERVICES	16,000.00	16,000.00		0.00	0.00	0.00	0.00
101-215-820.100	SOFTWARE SUPPORT	4,000.00	4,000.00		0.00	0.00	0.00	0.00
101-215-821.300	BUILDING SECURITY	300.00	300.00		0.00	0.00	107.60	5.38
101-215-824.500	EQUIPMENT	2,000.00	2,000.00		0.00	0.00	0.00	0.00
101-215-910.000	LIABILITY INSURANCE	600.00	600.00		107.60	107.60	10.28	10.28
101-215-973.100	WATER-UTILITIES	100.00	100.00		0.00	0.00	9.05	9.05
101-215-973.200	SEWER-UTILITIES	100.00	100.00		9.05	9.05		
Total Expenditure:		198,960.00	198,960.00		12,207.11	12,207.11	12,207.11	6.14
Total Dept 215 - ADMINISTRATIVE STAFF		198,960.00	198,960.00		12,207.11	12,207.11		6.14
Dept 216 - CLERK								
Account Type: Expenditure								
101-216-701.500	CLERK WAGE	37,600.00	37,600.00		2,805.60	2,805.60	212.76	7.46
101-216-704.100	MATCH - SOCIAL SECURITY	2,876.00	2,876.00		212.76	212.76	649.71	5.20
101-216-704.200	BLUE CROSS	12,487.00	12,487.00		649.71	649.71	30.24	10.08
101-216-704.300	LIFE INSURANCE	300.00	300.00		30.24	30.24	240.81	8.03
101-216-704.401	AXA EQUITABLE MATCH	3,000.00	3,000.00		240.81	240.81	2.99	1.00
101-216-704.500	MICH EMP SEC COM	300.00	300.00		2.99	2.99		

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON  
 PERIOD ENDING 07/31/2023

GL NUMBER	DESCRIPTION	2023-24		MONTH 07/31/2023	ACTIVITY FOR	2023-24		INCREASE (DECREASE)	YTD BALANCE	% BDCGT USED
		ORIGINAL BUDGET	AMENDED BUDGET			07/31/2023	NORMAL (ABNORMAL)			
Fund 101 - GENERAL FUND										
Expenditures										
101-216-704.550	WORKERS COMP INSURANCE	300.00	300.00		0.00	0.00		0.00	0.00	0.00
101-216-727.000	POSTAGE	600.00	600.00		0.00	0.00		0.00	0.00	0.00
101-216-728.000	COMPUTER-HARDWARE-SOFTWARE	500.00	500.00		0.00	0.00		0.00	0.00	0.00
101-216-740.000	SUPPLIES	3,000.00	3,000.00		78.47	78.47		2.62	33.84	1.49
101-216-801.000	BUILDING MAINTENANCE	200.00	200.00		67.68	67.68		0.73	11.98	0.66
101-216-802.000	ELECTRIC-DETROIT EDISON	175.00	175.00		30.80	30.80		0.00	0.00	0.00
101-216-802.000	HEAT-SEMCO ENERGY	175.00	175.00		1.27	1.27		0.00	0.00	0.00
101-216-803.500	EDUCATION AND TRAINING	2,500.00	2,500.00		125.96	125.96		0.00	12.60	0.00
101-216-805.000	PHONE	1,000.00	1,000.00		0.00	0.00		0.00	0.00	0.00
101-216-810.000	ADVERT/PUBLICATIONS	500.00	500.00		0.00	0.00		0.00	0.00	0.00
101-216-812.000	MEMBERSHIP/DUES	300.00	300.00		0.00	0.00		0.00	0.00	0.00
101-216-821.300	MILEAGE	300.00	300.00		0.00	0.00		0.00	0.00	0.00
101-216-824.500	BUILDING SECURITY	300.00	300.00		0.00	0.00		0.00	0.00	0.00
101-216-910.000	EQUIPMENT	1,820.00	1,820.00		174.78	174.78		0.00	9.60	0.00
101-216-973.100	LIABILITY INSURANCE	700.00	700.00		0.00	0.00		0.00	0.00	0.00
101-216-973.200	WATER-UTILITIES	100.00	100.00		5.14	5.14		0.00	5.14	0.00
	SEWER-UTILITIES	100.00	100.00		4.52	4.52		0.00	4.52	0.00
	Total Expenditure:	69,133.00	69,133.00		4,430.73	4,430.73		6.41	6.41	0.00
	Total Dept 216 - CLERK	69,133.00	69,133.00		4,430.73	4,430.73		6.41	6.41	0.00
Dept 266 - ATTORNEY										
Account Type: Expenditure										
101-266-811.000	LEGAL	8,000.00	8,000.00		0.00	0.00		0.00	0.00	0.00
	Total Expenditure:	8,000.00	8,000.00		0.00	0.00		0.00	0.00	0.00
	Total Dept 266 - ATTORNEY	8,000.00	8,000.00		0.00	0.00		0.00	0.00	0.00
Dept 301 - POLICE DEPT										
Account Type: Expenditure										
101-301-701.600	POLICE WAGE	43,680.00	43,680.00		5,081.75	5,081.75		11.63	11.63	0.00
101-301-701.610	POLICE WAGES-SHIFT PREMIUM	58,500.00	58,500.00		5,973.14	5,973.14		10.21	10.21	0.00
101-301-701.611	MIDNIGHT SHIFT PREMIUM	31,200.00	31,200.00		2,893.67	2,893.67		9.27	9.27	0.00
101-301-701.650	OVERTIME WAGES	5,000.00	5,000.00		2,391.96	2,391.96		12.59	12.59	0.00
101-301-702.200	AUXILIARY WAGES	7,000.00	7,000.00		881.09	881.09		8.79	8.79	0.00
101-301-704.100	POLICE CHIEF	62,400.00	62,400.00		5,481.90	5,481.90		11.23	11.23	0.00
101-301-704.200	MATCH - SOCIAL SECURITY	15,400.00	15,400.00		1,729.67	1,729.67		2,460.64	7.64	8.46
101-301-704.250	BLUE CROSS	32,220.00	32,220.00		2,460.64	2,460.64		1,590.00	5.33	7.64
101-301-704.300	RETIREES HEALTH INSURANCE	18,792.00	18,792.00		80.00	80.00		1,222.06	7.64	5.33
101-301-704.401	LIFE INSURANCE	1,500.00	1,500.00		1,222.06	1,222.06		58.37	2.92	0.00
101-301-704.500	AXA EQUITABLE MATCH	16,000.00	16,000.00		58.37	58.37		0.00	0.00	0.00
101-301-704.550	MICH EMP SEC COM	2,000.00	2,000.00		0.00	0.00		0.00	0.00	0.00
101-301-727.000	WORKERS COMP INSURANCE	8,500.00	8,500.00		0.00	0.00		0.00	0.00	0.00
101-301-728.000	POSTAGE	400.00	400.00		0.00	0.00		0.00	0.00	0.00
101-301-730.000	COMPUTER-HARDWARE-SOFTWARE	500.00	500.00		0.00	0.00		0.00	0.00	0.00
101-301-740.000	GAS	8,000.00	8,000.00		760.03	760.03		1.49	1.49	0.00
101-301-800.000	SUPPLIES	4,500.00	4,500.00		67.08	67.08		50.76	100.00	0.00
101-301-801.000	BUILDING MAINTENANCE	0.00	0.00		50.76	50.76		71.87	11.98	0.66
101-301-802.000	ELECTRIC-DETROIT EDISON	600.00	600.00		71.87	71.87		2.95	0.00	0.00
101-301-802.000	HEAT-SEMCO ENERGY	450.00	450.00		2.95	2.95		0.00	0.00	0.00
101-301-802.500	EDUCATION AND TRAINING	500.00	500.00		209.89	209.89		72.56	4.84	0.00
101-301-803.000	PHONE	3,000.00	3,000.00		72.56	72.56				
101-301-822.100	UNIFORMS - REGULARS	1,500.00	1,500.00							

GL NUMBER DESCRIPTION 2023-24 ORIGINAL BUDGET 2023-24 AMENDED BUDGET MONTH 07/31/2023 ACTIVITY FOR INCREASE (DECREASE) YTD BALANCE 07/31/2023 NORMAL (ABNORMAL) % BDGT USED

Fund 101 - GENERAL FUND	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	MONTH 07/31/2023 INCREASE (DECREASE)	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	% BDGT USED
Expenditures						
101-301-824.000	MAINTENANCE	2,500.00	2,500.00	0.00	0.00	0.00
101-301-824.500	EQUIPMENT	2,000.00	2,000.00	33.64	33.64	1.68
101-301-910.000	LIABILITY INSURANCE	12,000.00	12,000.00	0.00	0.00	0.00
101-301-973.100	WATER-UTILITIES	150.00	150.00	12.00	12.00	8.00
101-301-973.200	SEWER-UTILITIES	150.00	150.00	10.56	10.56	7.04
Total Expenditure:		338,442.00	338,442.00	31,135.59	31,135.59	9.20

Total Dept 301 - POLICE DEPT		338,442.00	338,442.00	31,135.59	31,135.59	9.20
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Dept 336 - FIRE DEPT	Account Type: Expenditure	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	MONTH 07/31/2023 INCREASE (DECREASE)	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	% BDGT USED
Expenditures						
101-336-701.000	WAGES	66,000.00	66,000.00	0.00	0.00	0.00
101-336-702.500	JANITORIAL	0.00	0.00	8.00	8.00	100.00
101-336-704.100	MATCH - SOCIAL SECURITY	4,200.00	4,200.00	0.62	0.62	0.01
101-336-704.500	MICH EMP SEC COM	0.00	0.00	0.18	0.18	100.00
101-336-704.550	WORKERS COMP INSURANCE	7,000.00	7,000.00	0.00	0.00	0.00
101-336-704.600	MEDICAL EXPENSES	200.00	200.00	0.00	0.00	0.00
101-336-727.000	POSTAGE	200.00	200.00	0.00	0.00	0.00
101-336-730.000	GAS	700.00	700.00	0.00	0.00	0.00
101-336-740.000	SUPPLIES	4,500.00	4,500.00	237.08	237.08	5.27
101-336-740.550	FIRE MEDICAL SUPPLIES	3,000.00	3,000.00	126.27	126.27	4.21
101-336-800.000	BUILDING MAINTENANCE	4,000.00	4,000.00	72.00	72.00	1.80
101-336-801.000	ELECTRIC-DETROIT EDISON	200.00	200.00	101.52	101.52	50.75
101-336-802.000	HEAT-SEMCO ENERGY	4,500.00	4,500.00	626.30	626.30	13.91
101-336-803.000	PHONE	3,000.00	3,000.00	48.77	48.77	1.62
101-336-808.000	SCHOOL/TRAINING	1,600.00	1,600.00	128.16	128.16	8.01
101-336-810.000	MEMBERSHIP/DUES	1,050.00	1,050.00	0.00	0.00	0.00
101-336-812.000	MILEAGE	600.00	600.00	0.00	0.00	0.00
101-336-820.000	CONTRACTED SERVICES	500.00	500.00	0.00	0.00	0.00
101-336-824.000	MAINTENANCE	2,000.00	2,000.00	0.00	0.00	0.00
101-336-824.500	EQUIPMENT	5,000.00	5,000.00	0.00	0.00	0.00
101-336-824.501	TURN OUT GEAR	8,000.00	8,000.00	0.00	0.00	0.00
101-336-910.000	LIABILITY INSURANCE	10,000.00	10,000.00	67.28	67.28	0.84
101-336-973.100	WATER-UTILITIES	5,500.00	5,500.00	0.00	0.00	0.00
101-336-973.200	SEWER-UTILITIES	1,000.00	1,000.00	104.56	104.56	10.46
Total Expenditure:		900.00	900.00	91.98	91.98	10.22
Total Dept 336 - FIRE DEPT		133,450.00	133,450.00	1,612.72	1,612.72	1.21

Total Dept 336 - FIRE DEPT		133,450.00	133,450.00	1,612.72	1,612.72	1.21
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Dept 441 - DPM DEPT	Account Type: Expenditure	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	MONTH 07/31/2023 INCREASE (DECREASE)	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	% BDGT USED
Expenditures						
101-441-701.000	WAGES	54,080.00	54,080.00	2,846.03	2,846.03	5.26
101-441-701.650	OVERTIME WAGES	1,000.00	1,000.00	1,365.06	1,365.06	136.51
101-441-704.100	MATCH - SOCIAL SECURITY	4,215.00	4,215.00	319.32	319.32	7.58
101-441-704.200	BLUE CROSS	14,000.00	14,000.00	970.05	970.05	6.93
101-441-704.250	RETIRES HEALTH INSURANCE	4,200.00	4,200.00	310.63	310.63	7.40
101-441-704.300	LIFE INSURANCE	600.00	600.00	24.24	24.24	4.04
101-441-704.400	PENSION	12,500.00	12,500.00	1,047.11	1,047.11	8.38
101-441-704.401	AXA EQUITABLE MATCH	4,500.00	4,500.00	165.91	165.91	3.69
101-441-704.500	MICH EMP SEC COM	500.00	500.00	18.85	18.85	3.77
101-441-704.550	WORKERS COMP INSURANCE	5,500.00	5,500.00	0.00	0.00	0.00
101-441-730.000	GAS	14,000.00	14,000.00	1,224.74	1,224.74	8.75
101-441-740.000	SUPPLIES	7,000.00	7,000.00	97.32	97.32	1.39

2023-24 ORIGINAL BUDGET 2023-24 AMENDED BUDGET MONTH 07/31/2023 ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE) YTD BALANCE 07/31/2023 NORMAL (ABNORMAL) % BDGT USED

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	MONTH 07/31/2023 INCREASE (DECREASE)	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-441-801.000	ELECTRIC-DETROIT EDISON	1,400.00	1,400.00	95.96	95.96	6.85
101-441-802.000	HEAT-SEMCO ENERGY	4,000.00	4,000.00	33.68	33.68	0.84
101-441-803.000	PHONE	1,800.00	1,800.00	149.20	149.20	8.29
101-441-808.000	SCHOOL/TRAINING	300.00	300.00	0.00	0.00	0.00
101-441-820.000	CONTRACTED SERVICES	800.00	800.00	0.00	0.00	0.00
101-441-822.100	UNIFORMS - REGULARS	100.00	100.00	0.00	0.00	0.00
101-441-824.000	MAINTENANCE (BUILDING)	1,000.00	1,000.00	0.00	0.00	0.00
101-441-824.100	VEHICLE MAINTENANCE	5,000.00	5,000.00	0.00	0.00	0.00
101-441-824.500	EQUIPMENT	3,000.00	3,000.00	0.00	0.00	0.00
101-441-910.000	LIABILITY INSURANCE	7,000.00	7,000.00	0.00	0.00	0.00
Total Expenditure:		146,495.00	146,495.00	8,668.10	8,668.10	5.92
Total Dept 441 - DPW DEPT						
146,495.00		146,495.00	8,668.10	8,668.10	5.92	

Dept 528 - **SANITATION - RUBBISH COLLECT						
Account Type: Expenditure						
101-528-770.000	RUBBISH EXPENDITURES	132,000.00	132,000.00	11,311.12	11,311.12	8.57
Total Expenditure:		132,000.00	132,000.00	11,311.12	11,311.12	8.57
Total Dept 528 - **SANITATION - RUBBISH COLLECT						
132,000.00		132,000.00	11,311.12	11,311.12	8.57	

Dept 601 - HEALTH & WELFARE						
Account Type: Expenditure						
101-601-801.550	ENVIRONMENT	10,000.00	10,000.00	0.00	0.00	0.00
101-601-820.000	CONTRACTED SERVICES	100.00	100.00	0.00	0.00	0.00
101-601-851.000	AMBULANCE FEES	37,000.00	37,000.00	39,733.00	39,733.00	107.39
Total Expenditure:		47,100.00	47,100.00	39,733.00	39,733.00	84.36
Total Dept 601 - HEALTH & WELFARE						
47,100.00		47,100.00	39,733.00	39,733.00	84.36	

Dept 722 - COMMUNITY & ECONOMIC DLEMENT						
Account Type: Expenditure						
101-722-701.000	WAGES	32,500.00	32,500.00	1,943.75	1,943.75	5.98
101-722-704.100	MATCH - SOCIAL SECURITY	2,525.00	2,525.00	148.70	148.70	5.89
101-722-704.500	MICH EMP SEC COM	350.00	350.00	0.00	0.00	0.00
101-722-740.000	SUPPLIES	400.00	400.00	0.00	0.00	0.00
101-722-803.000	PHONE	900.00	900.00	75.00	75.00	8.33
101-722-805.000	ADVERT/PUBLICATIONS	700.00	700.00	0.00	0.00	0.00
101-722-808.000	SCHOOL/TRAINING	1,800.00	1,800.00	0.00	0.00	0.00
101-722-810.000	MEMBERSHIP/DUES	725.00	725.00	0.00	0.00	0.00
101-722-811.000	LEGAL	1,500.00	1,500.00	0.00	0.00	0.00
101-722-812.000	MILEAGE	200.00	200.00	0.00	0.00	0.00
101-722-820.000	CONTRACTED SERVICES	1,200.00	1,200.00	0.00	0.00	0.00
Total Expenditure:		42,800.00	42,800.00	2,167.45	2,167.45	5.06
Total Dept 722 - COMMUNITY & ECONOMIC DLEMENT						
42,800.00		42,800.00	2,167.45	2,167.45	5.06	

Dept 774 - RECREATION/PARKS						
Account Type: Expenditure						
101-774-702.000	CLERICAL	200.00	200.00	23.36	23.36	11.68

GL NUMBER	DESCRIPTION	2023-24		ACTIVITY FOR MONTH 07/31/2023	YTD BALANCE 07/31/2023	% BDC USED
		ORIGINAL BUDGET	AMENDED BUDGET			
<b>Fund 101 - GENERAL FUND</b>						
<b>Expenditures</b>						
101-774-703.600	DPW WAGES	16,500.00	16,500.00	2,821.61	2,821.61	17.10
101-774-703.650	DPW-WATER WAGES OVERTIME	0.00	0.00	186.46	186.46	100.00
101-774-704.100	MATCH - SOCIAL SECURITY	1,300.00	1,300.00	230.11	230.11	17.70
101-774-704.200	BLUE CROSS	9,000.00	9,000.00	624.16	624.16	6.94
101-774-704.300	LIFE INSURANCE	400.00	400.00	21.26	21.26	5.32
101-774-704.400	PENSION	3,500.00	3,500.00	99.00	99.00	2.83
101-774-704.401	AXA EQUITABLE MATCH	800.00	800.00	73.94	73.94	9.24
101-774-704.500	MICH EMP SEC COM	200.00	200.00	30.21	30.21	15.11
101-774-704.550	WORKERS COMP INSURANCE	1,127.00	1,127.00	0.00	0.00	0.00
101-774-740.000	SUPPLIES	15,000.00	15,000.00	510.51	510.51	3.40
101-774-801.000	ELECTRIC-DETROIT EDISON	1,050.00	1,050.00	175.94	175.94	16.76
101-774-805.000	ADVERT/PUBLICATIONS	120.00	120.00	0.00	0.00	0.00
101-774-820.000	CONTRACTED SERVICES	20,000.00	20,000.00	0.00	0.00	0.00
101-774-824.000	MAINTENANCE	15,000.00	15,000.00	0.00	0.00	0.00
101-774-910.000	LIABILITY INSURANCE	500.00	500.00	0.00	0.00	0.00
101-774-971.000	CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	0.00
Total Expenditure:		89,697.00	89,697.00	4,796.56	4,796.56	5.35
<b>Total Dept 774 - RECREATION/PARKS</b>						
89,697.00		89,697.00	89,697.00	4,796.56	4,796.56	5.35
<b>Dept 852 - OTHER FUNCTIONS</b>						
Account Type: Expenditure						
101-852-704.250 RETIREES HEALTH INSURANCE						
Total Expenditure:		10,660.00	10,660.00	0.00	0.00	0.00
10,660.00		10,660.00	10,660.00	0.00	0.00	0.00
<b>Total Dept 852 - OTHER FUNCTIONS</b>						
10,660.00		10,660.00	10,660.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>						
1,392,557.00		1,392,557.00	1,392,557.00	118,008.54	118,008.54	8.47
<b>Fund 101 - GENERAL FUND:</b>						
TOTAL REVENUES		1,398,707.00	1,398,707.00	124,410.53	124,410.53	8.89
TOTAL EXPENDITURES		1,392,557.00	1,392,557.00	118,008.54	118,008.54	8.47
NET OF REVENUES & EXPENDITURES		6,150.00	6,150.00	6,401.99	6,401.99	104.10

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	% BDT USED
Fund 202 - MAJOR STREET FUND						
Revenues						
Dept 000						
Account Type: Revenue						
202-000-539.000	STATE OF MICHIGAN	69,400.00	69,400.00	0.00	0.00	0.00
202-000-665.000	INTEREST EARNED	3,000.00	3,000.00	0.00	0.00	0.00
Total Revenue:		72,400.00	72,400.00	0.00	0.00	0.00
Account Type: Transfers-In						
202-000-699.250	TRANSFER FROM OTHER FUNDS	25,000.00	25,000.00	0.00	0.00	0.00
202-000-699.595	TRANSFER FRM LEX MOBILE HOME	6,863.00	6,863.00	571.95	571.95	8.33
Total Transfers-In:		31,863.00	31,863.00	571.95	571.95	1.80
Total Dept 000		104,263.00	104,263.00	571.95	571.95	0.55
TOTAL REVENUES						
		104,263.00	104,263.00	571.95	571.95	0.55
Expenditures						
Dept 202 - ***MAJOR STREET EXP***						
Account Type: Expenditure						
202-202-699.940	ADMINISTRATIVE REIMBURSEMENT	3,212.00	3,212.00	267.67	267.67	8.33
202-202-703.600	DPW WAGES	6,750.00	6,750.00	393.84	393.84	5.83
202-202-703.625	DPW-WATER WINTER WAGES	2,600.00	2,600.00	0.00	0.00	0.00
202-202-703.630	DPW-WATER WINTER WAGES OVERTIME	475.00	475.00	0.00	0.00	0.00
202-202-703.650	DPW-WATER WAGES OVERTIME	100.00	100.00	0.00	0.00	0.00
202-202-704.100	MATCH - SOCIAL SECURITY	760.00	760.00	29.85	29.85	0.44
202-202-704.200	BLUE CROSS	5,000.00	5,000.00	95.32	95.32	1.91
202-202-704.300	LIFE INSURANCE	200.00	200.00	8.21	8.21	4.11
202-202-704.400	PENSION	2,000.00	2,000.00	72.42	72.42	3.62
202-202-704.401	AXA EQUITABLE MATCH	800.00	800.00	20.89	20.89	2.61
202-202-704.500	MICH EMP SEC COM	300.00	300.00	0.74	0.74	0.25
202-202-740.000	SUPPLIES	2,500.00	2,500.00	0.00	0.00	0.00
202-202-740.600	SUPPLY---SNOW--STREETS	1,500.00	1,500.00	0.00	0.00	0.00
202-202-740.700	DPW EQUIPMENT	10,000.00	10,000.00	554.74	554.74	5.55
202-202-820.000	CONTRACTED SERVICES	2,000.00	2,000.00	0.00	0.00	0.00
202-202-855.350	25% TRANSFER TO LOCAL ST	22,000.00	22,000.00	0.00	0.00	0.00
Total Expenditure:		60,197.00	60,197.00	1,443.68	1,443.68	2.40
Total Dept 202 - ***MAJOR STREET EXP***		60,197.00	60,197.00	1,443.68	1,443.68	2.40
TOTAL EXPENDITURES						
		60,197.00	60,197.00	1,443.68	1,443.68	2.40
Fund 202 - MAJOR STREET FUND:						
TOTAL REVENUES		104,263.00	104,263.00	571.95	571.95	0.55
TOTAL EXPENDITURES		60,197.00	60,197.00	1,443.68	1,443.68	2.40
NET OF REVENUES & EXPENDITURES		44,066.00	44,066.00	(871.73)	(871.73)	1.98



GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	% BDT USED
Fund 203 - LOCAL STREET FUND						
Revenues						
Dept 000						
Account Type: Revenue						
203-000-539.000	STATE OF MICHIGAN	32,000.00	32,000.00	0.00	0.00	0.00
203-000-583.000	25% TRANSFER FROM MAJOR STREE	22,000.00	22,000.00	0.00	0.00	0.00
203-000-665.000	INTEREST EARNED	500.00	500.00	0.00	0.00	0.00
Total Revenue:						
		54,500.00	54,500.00	0.00	0.00	0.00
Account Type: Transfers-In						
203-000-699.250	TRANSFER FROM OTHER FUNDS	55,000.00	55,000.00	0.00	0.00	0.00
203-000-699.595	TRANSFER FRM LEX MOBILE HOME	29,467.00	29,467.00	2,455.59	2,455.59	8.33
Total Transfers-In:						
		84,467.00	84,467.00	2,455.59	2,455.59	2.91
Total Dept 000						
		138,967.00	138,967.00	2,455.59	2,455.59	1.77
TOTAL REVENUES						
		138,967.00	138,967.00	2,455.59	2,455.59	1.77
Expenditures						
Dept 203 - ***LOCAL STREET Exp***						
Account Type: Expenditure						
203-203-699.940	ADMINISTRATIVE REIMBURSEMENT	13,369.00	13,369.00	1,114.12	1,114.12	8.33
203-203-703.600	DPW WAGES	34,500.00	34,500.00	2,395.17	2,395.17	6.93
203-203-703.625	DPW-WATER WINTER WAGES	11,880.00	11,880.00	0.00	0.00	0.00
203-203-703.630	DPW-WATER WINTER WAGES OVERTIME	3,500.00	3,500.00	0.00	0.00	0.00
203-203-703.650	DPW-WATER WAGES OVERTIME	350.00	350.00	43.58	43.58	12.57
203-203-704.100	MATCH - SOCIAL SECURITY	3,840.00	3,840.00	185.02	185.02	4.82
203-203-704.200	BLUE CROSS	16,000.00	16,000.00	17.15	17.15	0.11
203-203-704.300	LIFE INSURANCE	400.00	400.00	538.33	538.33	3.36
203-203-704.400	PENSION	8,000.00	8,000.00	265.95	265.95	4.29
203-203-704.401	AXA EQUITABLE MATCH	4,000.00	4,000.00	83.56	83.56	2.09
203-203-704.500	MICH EMP SEC COM	300.00	300.00	13.29	13.29	0.63
203-203-740.000	SUPPLIES	7,000.00	7,000.00	44.04	44.04	0.63
203-203-740.600	SUPPLY---SNOW--STREETS	4,500.00	4,500.00	0.00	0.00	0.00
203-203-740.700	DPW EQUIPMENT	34,500.00	34,500.00	1,360.72	1,360.72	3.94
203-203-811.300	MS4	3,000.00	3,000.00	0.00	0.00	0.00
203-203-820.000	CONTRACTED SERVICES	10,000.00	10,000.00	0.00	0.00	0.00
203-203-971.000	CAPITAL OUTLAY	33,500.00	33,500.00	0.00	0.00	0.00
Total Expenditure:						
		188,639.00	188,639.00	6,060.93	6,060.93	3.21
Total Dept 203 - ***LOCAL STREET Exp***						
		188,639.00	188,639.00	6,060.93	6,060.93	3.21
TOTAL EXPENDITURES						
		188,639.00	188,639.00	6,060.93	6,060.93	3.21
Fund 203 - LOCAL STREET FUND:						
TOTAL REVENUES		138,967.00	138,967.00	2,455.59	2,455.59	1.77
TOTAL EXPENDITURES		188,639.00	188,639.00	6,060.93	6,060.93	3.21
NET OF REVENUES & EXPENDITURES		(49,672.00)	(49,672.00)	(3,605.34)	(3,605.34)	7.26

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	YTD BALANCE 07/31/2023 (ABNORMAL)	% BDT USED
Fund 204 - MUNICIPAL STREETS						
Revenues						
Dept 000	Account Type: Revenue					
204-000-401.100	REAL PROPERTY TAXES -	152,828.00	152,828.00	13,812.72	13,812.72	9.04
204-000-665.000	INTEREST EARNED	4,600.00	4,600.00	0.00	0.00	0.00
204-000-676.000	EQUIPMENT REIMBURSEMENT BACKHOE	12,000.00	12,000.00	1,028.58	1,028.58	8.57
Total Revenue:		169,428.00	169,428.00	14,841.30	14,841.30	8.76
Total Dept 000		169,428.00	169,428.00	14,841.30	14,841.30	8.76
TOTAL REVENUES						
		169,428.00	169,428.00	14,841.30	14,841.30	8.76
Expenditures						
Dept 204 - ***** MUNICIPAL STREETS *****						
Account Type: Transfers-Out						
204-204-999.000	TRANS TO OTHER FUNDS	80,000.00	80,000.00	0.00	0.00	0.00
Total Transfers-Out:		80,000.00	80,000.00	0.00	0.00	0.00
Total Dept 204 - ***** MUNICIPAL STREETS *****		80,000.00	80,000.00	0.00	0.00	0.00
TOTAL EXPENDITURES						
		80,000.00	80,000.00	0.00	0.00	0.00
Fund 204 - MUNICIPAL STREETS:						
TOTAL REVENUES		169,428.00	169,428.00	14,841.30	14,841.30	8.76
TOTAL EXPENDITURES		80,000.00	80,000.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		89,428.00	89,428.00	14,841.30	14,841.30	16.60

GL NUMBER	DESCRIPTION	2023-24		ACTIVITY FOR	YTD BALANCE		% BDT USED
		ORIGINAL BUDGET	AMENDED BUDGET		MONTH 07/31/2023 INCREASE (DECREASE)	07/31/2023 NORMAL (ABNORMAL)	
Fund 205 - COUNTY ROADS							
Revenues							
Dept 000							
Account Type: Revenue							
205-000-402.000	COUNTY ROAD MILEAGE	99,500.00	99,500.00	0.00	0.00	0.00	0.00
205-000-665.000	INTEREST EARNED	1,700.00	1,700.00	0.00	0.00	0.00	0.00
	Total Revenue:	101,200.00	101,200.00	0.00	0.00	0.00	0.00
Account Type: Transfers-In							
205-000-699.595	TRANSFER FRM LEX MOBILE HOME	10,988.00	10,988.00	915.67	915.67	915.67	8.33
	Total Transfers-In:	10,988.00	10,988.00	915.67	915.67	915.67	8.33
	Total Dept 000	112,188.00	112,188.00	915.67	915.67	915.67	0.82
TOTAL REVENUES							
		112,188.00	112,188.00	915.67	915.67	915.67	0.82
Expenditures							
Dept 205 - CNTY RD MIL.							
Account Type: Expenditure							
205-205-699.940	ADMINISTRATIVE REIMBURSEMENT	5,168.00	5,168.00	430.70	430.70	430.70	8.33
205-205-814.000	TRAFFIC / STREET LIGHTS	40,000.00	40,000.00	0.00	0.00	0.00	0.00
	Total Expenditure:	45,168.00	45,168.00	430.70	430.70	430.70	0.95
	Total Dept 205 - CNTY RD MIL.	45,168.00	45,168.00	430.70	430.70	430.70	0.95
TOTAL EXPENDITURES							
		45,168.00	45,168.00	430.70	430.70	430.70	0.95
Fund 205 - COUNTY ROADS:							
TOTAL REVENUES							
		112,188.00	112,188.00	915.67	915.67	915.67	0.82
TOTAL EXPENDITURES							
		45,168.00	45,168.00	430.70	430.70	430.70	0.95
NET OF REVENUES & EXPENDITURES							
		67,020.00	67,020.00	484.97	484.97	484.97	0.72

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	% BDT USED
Fund 209 - CEMETERY FUND						
Revenues						
Dept 000						
Account Type: Revenue						
209-000-401.100	REAL PROPERTY TAXES -	30,578.00	30,578.00	2,759.88	2,759.88	9.03
209-000-631.000	INTERMENTS	4,500.00	4,500.00	0.00	0.00	0.00
209-000-631.100	CREMATION	5,500.00	5,500.00	1,050.00	1,050.00	19.09
209-000-644.100	LOTS/PLOTS	4,500.00	4,500.00	6,855.00	6,855.00	152.33
209-000-665.000	INTEREST EARNED	3,000.00	3,000.00	0.00	0.00	0.00
209-000-666.000	EDISON DIVIDEND	300.00	300.00	77.85	77.85	25.95
209-000-675.000	DONATIONS	800.00	800.00	2,500.00	2,500.00	312.50
209-000-675.002	FLOWER URNS	0.00	0.00	100.00	100.00	100.00
Total Revenue:						
		49,178.00	49,178.00	13,342.73	13,342.73	27.13
Account Type: Transfers-In						
209-000-639.595	TRANSFER FRM LEX MOBILE HOME	12,135.00	12,135.00	1,011.22	1,011.22	8.33
Total Transfers-In:						
		12,135.00	12,135.00	1,011.22	1,011.22	8.33
Total Dept 000						
		61,313.00	61,313.00	14,353.95	14,353.95	23.41
TOTAL REVENUES						
		61,313.00	61,313.00	14,353.95	14,353.95	23.41
Expenditures						
Dept 209 - ***CEMETERY EXPENSES***						
Account Type: Expenditure						
209-209-699.940	ADMINISTRATIVE REIMBURSEMENT	5,685.00	5,685.00	473.77	473.77	8.33
209-209-702.000	CLERICAL	500.00	500.00	79.20	79.20	15.84
209-209-703.600	DPW WAGES	13,600.00	13,600.00	2,051.98	2,051.98	15.09
209-209-703.650	DPW-WATER WAGES OVERTIME	500.00	500.00	0.00	0.00	0.00
209-209-704.100	MATCH - SOCIAL SECURITY	1,079.00	1,079.00	161.62	161.62	14.98
209-209-704.200	BLUE CROSS	2,000.00	2,000.00	482.62	482.62	24.13
209-209-704.300	LIFE INSURANCE	100.00	100.00	3.84	3.84	3.84
209-209-704.400	PENSION	2,500.00	2,500.00	66.61	66.61	2.66
209-209-704.401	AXA EQUITABLE MATCH	600.00	600.00	73.23	73.23	12.21
209-209-704.500	MICH EMP SEC COM	200.00	200.00	16.39	16.39	8.20
209-209-704.550	WORKERS COMP INSURANCE	600.00	600.00	0.00	0.00	0.00
209-209-728.000	COMPUTER-HARDWARE-SOFTWARE	370.00	370.00	0.00	0.00	0.00
209-209-740.000	SUPPLIES	4,500.00	4,500.00	412.75	412.75	9.17
209-209-740.700	DPW EQUIPMENT	9,500.00	9,500.00	2,130.74	2,130.74	22.43
209-209-801.000	ELECTRIC-DETROIT EDISON	300.00	300.00	19.34	19.34	6.45
209-209-802.000	HEAT-SEMCO ENERGY	1,025.00	1,025.00	17.55	17.55	1.71
209-209-820.000	CONTRACTED SERVICES	15,800.00	15,800.00	0.00	0.00	0.00
209-209-820.200	LOT BUY BACK PROJECT	0.00	0.00	1,245.00	1,245.00	100.00
209-209-910.000	LIABILITY INSURANCE	500.00	500.00	0.00	0.00	0.00
Total Expenditure:						
		59,359.00	59,359.00	7,234.64	7,234.64	12.19
Total Dept 209 - ***CEMETERY EXPENSES***						
		59,359.00	59,359.00	7,234.64	7,234.64	12.19
TOTAL EXPENDITURES						
		59,359.00	59,359.00	7,234.64	7,234.64	12.19
Fund 209 - CEMETERY FUND:						
TOTAL REVENUES		61,313.00	61,313.00	14,353.95	14,353.95	23.41
TOTAL EXPENDITURES		59,359.00	59,359.00	7,234.64	7,234.64	12.19

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON  
 PERIOD ENDING 07/31/2023

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	YTD BALANCE 07/31/2023	% BDCYTD USED
Fund 209 - CEMETERY FUND						
NET OF REVENUES & EXPENDITURES		1,954.00	1,954.00	7,119.31	7,119.31	364.35

GL NUMBER	DESCRIPTION	2023-24		ACTIVITY FOR	YTD BALANCE		BUDGET USED
		ORIGINAL BUDGET	AMENDED BUDGET		MONTH 07/31/2023 INCREASE (DECREASE)	07/31/2023 (ABNORMAL)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
Dept 000							
Account Type: Revenue							
248-000-401.500	DDA TAXES FROM VILLAGE	101,124.00	101,124.00	8,750.01	8,750.01	8.65	
248-000-401.600	DDA TAXES FROM TOWNSHIP	83,750.00	83,750.00	3,595.89	3,595.89	4.29	
248-000-665.000	INTEREST EARNED	3,000.00	3,000.00	0.00	0.00	0.00	
248-000-671.500	MISC ACCT OF REVENUE	0.00	0.00	1,000.00	1,000.00	100.00	
Total Revenue:		187,874.00	187,874.00	13,345.90	13,345.90	7.10	
Total Dept 000		187,874.00	187,874.00	13,345.90	13,345.90	7.10	
TOTAL REVENUES							
		187,874.00	187,874.00	13,345.90	13,345.90	7.10	
Expenditures							
Dept 248 - ****DDA EXPENSES****							
Account Type: Expenditure							
248-248-699.940	ADMINISTRATIVE REIMBURSEMENT	11,001.00	11,001.00	916.74	916.74	8.33	
248-248-703.600	DPW WAGES	30,000.00	30,000.00	1,642.31	1,642.31	5.47	
248-248-703.650	DPW-WATER WAGES OVERTIME	0.00	0.00	24.00	24.00	100.00	
248-248-704.100	MATCH - SOCIAL SECURITY	2,437.00	2,437.00	126.80	126.80	5.20	
248-248-704.200	BLUE CROSS	7,200.00	7,200.00	228.55	228.55	3.11	
248-248-704.300	LIFE INSURANCE	260.00	260.00	11.54	11.54	4.04	
248-248-704.400	PENSION	3,600.00	3,600.00	15.97	15.97	0.11	
248-248-704.401	AXA EQUITABLE MATCH	1,000.00	1,000.00	25.96	25.96	2.11	
248-248-704.500	MICH EMP SEC COM	300.00	300.00	25.93	25.93	8.64	
248-248-740.000	SUPPLIES	4,000.00	4,000.00	(680.00)	(17.00)	17.00	
248-248-740.700	DPW EQUIPMENT	15,000.00	15,000.00	3,354.07	3,354.07	22.36	
248-248-745.000	CHRISTMAS SUPPLY	15,000.00	15,000.00	0.00	0.00	0.00	
248-248-802.500	EDUCATION AND TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	
248-248-803.100	MUSIC	500.00	500.00	0.00	0.00	0.00	
248-248-805.000	ADVERT/PUBLICATIONS	12,000.00	12,000.00	0.00	0.00	0.00	
248-248-810.000	MEMBERSHIP/DUES	200.00	200.00	0.00	0.00	0.00	
248-248-811.000	LEGAL	500.00	500.00	0.00	0.00	0.00	
248-248-820.000	CONTRACTED SERVICES	25,000.00	25,000.00	50.00	50.00	0.20	
248-248-840.000	LANDSCAPING MAINTENANCE	15,000.00	15,000.00	0.00	0.00	0.00	
248-248-955.000	DDA GRANT	30,000.00	30,000.00	0.00	0.00	0.00	
248-248-969.200	DONATION	7,500.00	7,500.00	0.00	0.00	0.00	
248-248-971.000	CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	0.00	
Total Expenditure:		186,498.00	186,498.00	5,741.87	5,741.87	3.08	
Total Dept 248 - ****DDA EXPENSES****		186,498.00	186,498.00	5,741.87	5,741.87	3.08	
TOTAL EXPENDITURES							
		186,498.00	186,498.00	5,741.87	5,741.87	3.08	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:							
TOTAL REVENUES		187,874.00	187,874.00	13,345.90	13,345.90	7.10	
TOTAL EXPENDITURES		186,498.00	186,498.00	5,741.87	5,741.87	3.08	
NET OF REVENUES & EXPENDITURES		1,376.00	1,376.00	7,604.03	7,604.03	552.62	

GL NUMBER	DESCRIPTION	2023-24		ACTIVITY FOR	YTD BALANCE	% BDC
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 402 - CAPITAL EQUIPMENT FUND						
Revenues						
Dept 000						
Account Type: Transfers-In						
402-000-699.590	TRANSFER IN FROM SEWER FUND	50,000.00	50,000.00	0.00	0.00	0.00
Total Transfers-In:		50,000.00	50,000.00	0.00	0.00	0.00
Total Dept 000		50,000.00	50,000.00	0.00	0.00	0.00
TOTAL REVENUES		50,000.00	50,000.00	0.00	0.00	0.00
Fund 402 - CAPITAL EQUIPMENT FUND:						
TOTAL REVENUES		50,000.00	50,000.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		50,000.00	50,000.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON  
 PERIOD ENDING 07/31/2023

GL NUMBER	DESCRIPTION	2023-24		2023-24		ACTIVITY FOR MONTH 07/31/2023	YTD BALANCE 07/31/2023	% BDC USED
		ORIGINAL BUDGET	AMENDED BUDGET	INCREASE (DECREASE)	NORMAL (ABNORMAL)			
Fund 496 - HARBOR UPLANDS GRANT								
Revenues								
Dept 597								
Account Type: Revenue	STATE HARBOR GRANT	0.00	0.00	4,000,000.00		4,000,000.00	100.00	
496-597-579.000		0.00	0.00	4,000,000.00		4,000,000.00	100.00	
Total Revenue:								
Total Dept 597		0.00	0.00	4,000,000.00		4,000,000.00	100.00	
TOTAL REVENUES		0.00	0.00	4,000,000.00		4,000,000.00	100.00	
Expenditures								
Dept 597								
Account Type: Expenditure	PROGRAM MANAGER	0.00	0.00	1,012.50		1,012.50	100.00	
496-597-702.250		0.00	0.00	77.46		77.46	100.00	
496-597-704.100	MATCH - SOCIAL SECURITY	0.00	0.00	1,089.96		1,089.96	100.00	
Total Expenditure:								
Total Dept 597		0.00	0.00	1,089.96		1,089.96	100.00	
TOTAL EXPENDITURES		0.00	0.00	1,089.96		1,089.96	100.00	
Fund 496 - HARBOR UPLANDS GRANT:								
TOTAL REVENUES		0.00	0.00	4,000,000.00		4,000,000.00	100.00	
TOTAL EXPENDITURES		0.00	0.00	1,089.96		1,089.96	100.00	
NET OF REVENUES & EXPENDITURES		0.00	0.00	3,998,910.04		3,998,910.04	100.00	



Fund 590 - SEWER FUND

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	MONTH 07/31/2023 INCREASE (DECREASE)	ACTIVITY FOR	YTD BALANCE	% BDTG USED
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Revenues							
Dept 000							
Account Type: Revenue							
590-000-626.000	MONTHLY FEES	210,000.00	210,000.00	21,330.60		21,330.60	10.16
590-000-626.375	GIELOW SEWER SAMPLING	15,000.00	15,000.00	804.09		804.09	5.36
590-000-626.400	SEWER SAMPLE TESTING	38,000.00	38,000.00	4,069.50		4,069.50	10.71
590-000-627.000	WATER/SEWER READY	238,000.00	238,000.00	16,652.55		16,652.55	7.00
590-000-654.000	DUMPING FEE	55,000.00	55,000.00	9,330.00		9,330.00	16.96
590-000-662.000	PENALTIES-LATE FEES	200.00	200.00	28.77		28.77	14.39
590-000-665.000	INTEREST EARNED	4,500.00	4,500.00	0.00		0.00	0.00
590-000-680.000	FLOW BACK LMTUA	8,000.00	8,000.00	0.00		0.00	0.00
Total Revenue:		568,700.00	568,700.00	52,215.51		52,215.51	9.18

Total Dept 000							
TOTAL REVENUES		568,700.00	568,700.00	52,215.51		52,215.51	9.18

Expenditures  
 Dept 590 - \*\*\*SEWER EXPENSES\*\*\*\*

Account Type: Expenditure							
590-590-699.940	ADMINISTRATIVE REIMBURSEMENT	36,311.00	36,311.00	3,025.88		3,025.88	8.1
590-590-702.000	CLERICAL	23,000.00	23,000.00	2,074.77		2,074.77	9.1
590-590-702.100	CLERICAL WAGES TESTING SEWER	250.00	250.00	11.68		11.68	4.1
590-590-703.600	DPM WAGES	71,000.00	71,000.00	5,189.70		5,189.70	7.1
590-590-703.620	WATER/SEWER TESTING WAGES	13,000.00	13,000.00	95.41		95.41	0.73
590-590-703.650	DPM-WATER WAGES OVERTIME	4,000.00	4,000.00	1,097.93		1,097.93	27.45
590-590-704.100	MATCH - SOCIAL SECURITY	6,851.00	6,851.00	642.37		642.37	9.38
590-590-704.200	BLUE CROSS	26,000.00	26,000.00	1,925.26		1,925.26	7.40
590-590-704.250	RETIRES HEALTH INSURANCE	8,230.00	8,230.00	391.20		391.20	4.75
590-590-704.300	LIFE INSURANCE	800.00	800.00	56.40		56.40	7.05
590-590-704.400	PENSION	16,800.00	16,800.00	1,631.27		1,631.27	9.71
590-590-704.401	AXA EDUITABLE MATCH	5,000.00	5,000.00	442.33		442.33	8.85
590-590-704.500	MICH EMP SEC COM	400.00	400.00	15.74		15.74	3.94
590-590-704.550	WORKERS COMP INSURANCE	2,000.00	2,000.00	0.00		0.00	0.00
590-590-727.000	POSTAGE	1,300.00	1,300.00	0.00		0.00	0.00
590-590-740.000	SUPPLIES	13,000.00	13,000.00	2,585.46		2,585.46	19.89
590-590-740.100	SUPPLY OUTSIDE TESTING	12,000.00	12,000.00	560.00		560.00	100.00
590-590-740.300	WATER/SEWER METER	0.00	0.00	246.55		246.55	2.05
590-590-740.700	DPM EQUIPMENT	13,000.00	13,000.00	1,640.11		1,640.11	12.62
590-590-801.000	ELECTRIC-DETROIT EDISON	41,500.00	41,500.00	3,777.48		3,777.48	9.10
590-590-805.000	ADVERT/PUBLICATIONS	250.00	250.00	0.00		0.00	0.00
590-590-808.000	SCHOOL/TRAINING	1,000.00	1,000.00	0.00		0.00	0.00
590-590-810.000	MEMBERSHIP/DUES	2,000.00	2,000.00	400.00		400.00	20.00
590-590-816.000	LEGAL	2,500.00	2,500.00	0.00		0.00	0.00
590-590-820.000	ENGINEERING FEES	20,000.00	20,000.00	0.00		0.00	0.00
590-590-824.000	CONTRACTED SERVICES	5,000.00	5,000.00	0.00		0.00	0.00
590-590-824.500	MAINTENANCE	5,000.00	5,000.00	0.00		0.00	0.00
590-590-910.000	EQUIPMENT	1,500.00	1,500.00	80.80		80.80	5.39
590-590-950.000	LIABILITY INSURANCE	2,000.00	2,000.00	0.00		0.00	0.00
590-590-950.100	PRINCIPAL BOND PAYMENT	20,350.00	20,350.00	0.00		0.00	0.00
590-590-950.100	BOND INTEREST EXPENSE	7,578.00	7,578.00	0.00		0.00	0.00
590-590-971.000	CAPITAL OUTLAY	100,000.00	100,000.00	0.00		0.00	0.00
Total Expenditure:		461,620.00	461,620.00	25,890.34		25,890.34	5.61
Account Type: Transfers-Out							

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	YTD BALANCE 07/31/2023 NORMAL (ABNORMAL)	% BDT USED
Fund 590 - SEWER FUND						
Expenditures		65,000.00	65,000.00	0.00	0.00	0.00
590-590-999.000	TRANS TO OTHER FUNDS	65,000.00	65,000.00	0.00	0.00	0.00
Total Transfers-Out:						
Total Dept 590 - ***SEWER EXPENSES***		526,620.00	526,620.00	25,890.34	25,890.34	4.92
TOTAL EXPENDITURES		526,620.00	526,620.00	25,890.34	25,890.34	4.92
Fund 590 - SEWER FUND:						
TOTAL REVENUES		568,700.00	568,700.00	52,215.51	52,215.51	9.18
TOTAL EXPENDITURES		526,620.00	526,620.00	25,890.34	25,890.34	4.92
NET OF REVENUES & EXPENDITURES		42,080.00	42,080.00	26,325.17	26,325.17	62.56

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	MONTH 07/31/2023 INCREASE (DECREASE)	ACTIVITY FOR	YTD BALANCE	% BDGT USED
						07/31/2023 (ABNORMAL)	
Fund 591 - WATER FUND-D -PROCESSING							
Revenues							
Dept 000							
Account Type: Revenue							
591-000-580.000	DEBT SERVICE REVENUE	29,287.00	29,287.00	0.00		0.00	0.00
591-000-600.500	TOWER ANTENNA LEASE THUMB CELL	26,400.00	26,400.00	2,264.13		2,264.13	8.58
591-000-625.596	SANIILAC WATER OUTSIDE OF CONTRACT	4,000.00	4,000.00	213.26		213.26	5.33
591-000-626.000	MONTHLY FEES	293,000.00	293,000.00	29,814.38		29,814.38	10.18
591-000-626.300	MONTHLY FEES LWTLUA	278,000.00	278,000.00	38,584.12		38,584.12	13.88
591-000-626.303	MONTHLY FEES SANIILAC TWP	152,000.00	152,000.00	18,238.54		18,238.54	12.00
591-000-626.325	EQUIPMENT REPLACEMENT LWTLUA	46,908.00	46,908.00	11,727.00		11,727.00	25.00
591-000-626.350	EQUIPMENT REPLACEMENT SANIILAC	0.00	0.00	192.28		192.28	100.00
591-000-626.596	SANIILAC WATER REVENUE CONTRACTED	40,000.00	40,000.00	3,173.00		3,173.00	7.93
591-000-627.000	WATER/SEWER READY	337,000.00	337,000.00	23,605.16		23,605.16	7.00
591-000-652.000	TURN ON/OFF	9,000.00	9,000.00	3,863.57		3,863.57	42.93
591-000-662.000	PENALTIES-LATE FEES	500.00	500.00	44.86		44.86	8.97
591-000-662.500	WATER TESTING OUTSIDE SALES	20,000.00	20,000.00	2,470.00		2,470.00	12.35
591-000-665.000	INTEREST EARNED	7,000.00	7,000.00	0.00		0.00	0.00
591-000-671.500	MISC ACCT OF REVENUE	0.00	0.00	330.32		330.32	100.00
591-000-675.300	WATER MACHINE REVENUE	500.00	500.00	51.00		51.00	10.20
Total Revenue:		1,243,595.00	1,243,595.00	134,571.62		134,571.62	10.82
Total Dept 000		1,243,595.00	1,243,595.00	134,571.62		134,571.62	10.82
TOTAL REVENUES		1,243,595.00	1,243,595.00	134,571.62		134,571.62	10.82
Expenditures							
Dept 591 - WATER PROCESSING							
Account Type: Expenditure							
591-591-699.940	ADMINISTRATIVE REIMBURSEMENT	100,032.00	100,032.00	8,335.96		8,335.96	8.33
591-591-702.100	CLERICAL WAGES TESTING WATER	1,050.00	1,050.00	58.40		58.40	5.56
591-591-702.300	WATER WAGES	192,000.00	192,000.00	13,583.45		13,583.45	7.07
591-591-702.350	WATER OVERTIME	18,000.00	18,000.00	356.06		356.06	1.98
591-591-703.225	WTP WAGES COMPUTER	15,000.00	15,000.00	0.00		0.00	0.00
591-591-703.620	WATER/SEWER TESTING WAGES	10,500.00	10,500.00	0.00		0.00	0.00
591-591-704.100	MATCH - SOCIAL SECURITY	23,300.00	23,300.00	0.00		0.00	0.00
591-591-704.200	BLUE CROSS	43,890.00	43,890.00	1,060.83		1,060.83	4.55
591-591-704.250	REFIREES HEALTH INSURANCE	17,540.00	17,540.00	3,475.33		3,475.33	7.92
591-591-704.300	LIFE INSURANCE	1,400.00	1,400.00	898.82		898.82	5.12
591-591-704.400	PENSION	55,000.00	55,000.00	102.56		102.56	7.33
591-591-704.401	AXA EQUITABLE MATCH	8,000.00	8,000.00	3,798.44		3,798.44	6.91
591-591-704.500	MICH EMP SEC COM	1,000.00	1,000.00	746.34		746.34	9.33
591-591-704.550	WORKERS COMP INSURANCE	11,000.00	11,000.00	0.00		0.00	0.00
591-591-727.000	POSTAGE	1,000.00	1,000.00	0.00		0.00	0.00
591-591-728.000	COMPUTER-HARDWARE-SOFTWARE	900.00	900.00	0.00		0.00	0.00
591-591-730.000	GAS	2,000.00	2,000.00	188.35		188.35	9.42
591-591-740.000	SUPPLY OUTSIDE TESTING	22,000.00	22,000.00	3,068.81		3,068.81	13.95
591-591-740.100	SUPPLIES WTP LAB	10,000.00	10,000.00	0.00		0.00	0.00
591-591-801.000	ELECTRIC-DETROIT EDISON	5,000.00	5,000.00	0.00		0.00	0.00
591-591-802.000	HEAT-SEMCO ENERGY	36,000.00	36,000.00	3,487.38		3,487.38	9.69
591-591-802.500	EDUCATION AND TRAINING	8,000.00	8,000.00	48.85		48.85	0.61
591-591-803.000	PHONE	1,000.00	1,000.00	0.00		0.00	0.00
591-591-805.000	ADVERT/PUBLICATIONS	3,200.00	3,200.00	329.70		329.70	10.30
591-591-810.000	MEMBERSHIP/DUES	2,000.00	2,000.00	0.00		0.00	0.00
591-591-811.000	LEGAL	1,000.00	1,000.00	400.00		400.00	20.00

GL NUMBER	DESCRIPTION	2023-24		ACTIVITY FOR		YTD BALANCE		% BDCST USED
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 07/31/2023 INCREASE (DECREASE)	NORMAL (ABNORMAL)	07/31/2023		
Fund 591 - WATER FUND-D-PROCESSING								
Expenditures								
591-591-816.000	ENGINEERING FEES	20,000.00	20,000.00	0.00	0.00	0.00	0.00	0.00
591-591-820.000	CONTRACTED SERVICES	9,000.00	9,000.00	0.00	0.00	0.00	0.00	0.00
591-591-824.000	MAINTENANCE	15,000.00	15,000.00	2,113.00	2,113.00	14.09	14.09	0.00
591-591-824.500	EQUIPMENT	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00
591-591-835.100	FLOW BACK CHARGES	8,000.00	8,000.00	0.00	0.00	0.00	0.00	0.00
591-591-910.000	LIABILITY INSURANCE	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00
591-591-950.000	PRINCIPAL BOND PAYMENT	35,000.00	35,000.00	0.00	0.00	0.00	0.00	0.00
591-591-950.100	BOND INTEREST EXPENSE	13,000.00	13,000.00	0.00	0.00	0.00	0.00	0.00
591-591-959.000	DWRF BOND PRINCIPAL	75,000.00	75,000.00	0.00	0.00	0.00	0.00	0.00
591-591-959.100	DWRF BOND INTEREST	19,000.00	19,000.00	0.00	0.00	0.00	0.00	0.00
591-591-971.000	CAPITAL OUTLAY	40,000.00	40,000.00	0.00	0.00	0.00	0.00	0.00
Total Expenditure:		852,512.00	852,512.00	42,052.28	42,052.28	4.93	4.93	

Total Dept 591 - WATER PROCESSING								
852,512.00		852,512.00	42,052.28	42,052.28	4.93			
Dept 593 - WATER DISTRIBUTION								
Account Type: Expenditure								
591-593-702.000	CLERICAL	26,000.00	26,000.00	1,874.77	1,874.77	7.21	7.21	
591-593-702.300	WATER WAGES	10,500.00	10,500.00	95.08	95.08	0.91	0.91	
591-593-703.225	WTP WAGES COMPUTER	2,000.00	2,000.00	0.00	0.00	0.00	0.00	
591-593-703.600	DPW WAGES	27,000.00	27,000.00	4,286.23	4,286.23	15.67	15.67	
591-593-703.650	DPW-WATER WAGES OVERTIME	900.00	900.00	0.00	0.00	0.00	0.00	
591-593-704.100	MATCH - SOCIAL SECURITY	4,600.00	4,600.00	473.96	473.96	10.19	10.19	
591-593-704.200	BLUE CROSS	21,000.00	21,000.00	1,599.62	1,599.62	7.11	7.11	
591-593-704.300	LIFE INSURANCE	600.00	600.00	40.81	40.81	6.80	6.80	
591-593-704.400	PENSION	10,500.00	10,500.00	1,743.20	1,743.20	16.60	16.60	
591-593-704.401	AXA EQUITABLE MATCH	4,000.00	4,000.00	296.68	296.68	2.88	2.88	
591-593-704.500	MICH EMP SEC COM	400.00	400.00	11.51	11.51	0.00	0.00	
591-593-727.000	POSTAGE	800.00	800.00	0.00	0.00	0.00	0.00	
591-593-730.000	GAS	1,400.00	1,400.00	0.00	0.00	0.00	0.00	
591-593-740.000	SUPPLIES	7,500.00	7,500.00	421.01	421.01	5.61	5.61	
591-593-740.300	WATER/SEWER METER	0.00	0.00	560.00	560.00	100.00	100.00	
591-593-740.700	DPW EQUIPMENT	4,300.00	4,300.00	513.97	513.97	11.95	11.95	
591-593-801.000	ELECTRIC-DETROIT EDISON	1,600.00	1,600.00	98.08	98.08	6.13	6.13	
591-593-802.500	EDUCATION AND TRAINING	700.00	700.00	0.00	0.00	0.00	0.00	
591-593-805.000	ADVERT/PUBLICATIONS	300.00	300.00	0.00	0.00	0.00	0.00	
591-593-810.000	MEMBERSHIP/DUES	3,500.00	3,500.00	0.00	0.00	0.00	0.00	
591-593-820.000	CONTRACTED SERVICES	10,500.00	10,500.00	0.00	0.00	0.00	0.00	
591-593-824.000	MAINTENANCE	25,000.00	25,000.00	0.00	0.00	0.00	0.00	
591-593-824.500	EQUIPMENT	0.00	0.00	80.80	80.80	100.00	100.00	
591-593-971.000	CAPITAL OUTLAY	85,000.00	85,000.00	0.00	0.00	0.00	0.00	
Total Expenditure:		248,100.00	248,100.00	12,095.72	12,095.72	4.88	4.88	

Total Dept 593 - WATER DISTRIBUTION								
248,100.00		248,100.00	12,095.72	12,095.72	4.88			
Dept 596 - SANILAC WATER								
Account Type: Expenditure								
591-596-702.300	WATER WAGES SANILAC	19,550.00	19,550.00	1,357.67	1,357.67	6.94	6.94	
591-596-702.350	WATER OVERTIME SANILAC	800.00	800.00	72.21	72.21	9.03	9.03	
591-596-704.100	MATCH - SOCIAL SECURITY	1,600.00	1,600.00	108.26	108.26	6.77	6.77	
591-596-704.200	BLUE CROSS	8,000.00	8,000.00	387.01	387.01	4.84	4.84	
591-596-704.300	LIFE INSURANCE	300.00	300.00	21.57	21.57	7.19	7.19	
591-596-704.400	PENSION	9,000.00	9,000.00	644.89	644.89	7.17	7.17	
591-596-704.401	AXA EQUITABLE MATCH	500.00	500.00	61.25	61.25	12.25	12.25	

GL NUMBER	DESCRIPTION	2023-24		ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	YTD BALANCE		% BDCI & USED
		ORIGINAL BUDGET	AMENDED BUDGET		07/31/2023		
Fund 591 - WATER FUND-D - PROCESSING							
Expenditures							
591-596-704.500	MICH EMP SEC COM	100.00	100.00	0.00	0.00	0.00	
591-596-740.000	SUPPLIES	2,000.00	2,000.00	0.00	0.00	0.00	
Total Expenditure:		41,850.00	41,850.00	2,652.86	2,652.86	6.34	
Total Dept 596 - SANTIAC WATER		41,850.00	41,850.00	2,652.86	2,652.86	6.34	
TOTAL EXPENDITURES		1,142,462.00	1,142,462.00	56,800.86	56,800.86	4.97	
Fund 591 - WATER FUND-D - PROCESSING:							
TOTAL REVENUES		1,243,595.00	1,243,595.00	134,571.62	134,571.62	10.82	
TOTAL EXPENDITURES		1,142,462.00	1,142,462.00	56,800.86	56,800.86	4.97	
NET OF REVENUES & EXPENDITURES		101,133.00	101,133.00	77,770.76	77,770.76	76.90	

GL NUMBER	DESCRIPTION	2023-24		ACTIVITY FOR MONTH 07/31/2023	YTD BALANCE 07/31/2023	% BDCGT USED
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 595 - LEX MOBILE HOME PARK						
Revenues						
Dept 000						
Account Type: Revenue						
595-000-520.000	MHPK RENT REVENUE	741,879.00	741,879.00	61,075.83	61,075.83	8.23
595-000-525.000	MHPK WATER REVENUE	10,000.00	10,000.00	1,606.70	1,606.70	16.07
595-000-530.000	MHPK SEWER REVENUE	8,400.00	8,400.00	1,179.61	1,179.61	14.04
595-000-335.000	MHPK RUBBISH REVENUE	27,312.00	27,312.00	2,379.41	2,379.41	8.71
595-000-627.000	WATER/SEWER READY	96,813.00	96,813.00	10,488.14	10,488.14	10.83
595-000-662.000	PENALTIES-LATE FEES	1,800.00	1,800.00	175.00	175.00	9.72
595-000-665.000	INTEREST EARNED	8,000.00	8,000.00	0.00	0.00	0.00
595-000-671.500	MISC ACCT OF REVENUE	0.00	0.00	150.00	150.00	100.00
595-000-671.595	Hall Rental MHP	600.00	600.00	40.00	40.00	6.67
Total Revenue:						
		894,804.00	894,804.00	77,094.69	77,094.69	8.62
Total Dept 000						
		894,804.00	894,804.00	77,094.69	77,094.69	8.62
TOTAL REVENUES						
		894,804.00	894,804.00	77,094.69	77,094.69	8.62
Expenditures						
Dept 595 - MOBILE HOME PARK						
Account Type: Expenditure						
595-595-699.940	ADMINISTRATIVE REIMBURSEMENT	46,778.00	46,778.00	3,898.13	3,898.13	8.30
595-595-702.400	TR PARK MANAGER/CLERICAL	15,000.00	15,000.00	1,748.13	1,748.13	11.50
595-595-702.420	MHP MANAGER	32,800.00	32,800.00	2,212.50	2,212.50	6.75
595-595-703.600	DPW WAGES	37,945.00	37,945.00	2,212.71	2,212.71	5.83
595-595-703.650	DPW-WATER WAGES OVERTIME	0.00	0.00	21.81	21.81	100.00
595-595-704.100	MATCH - SOCIAL SECURITY	6,650.00	6,650.00	470.97	470.97	7.08
595-595-704.200	BLUE CROSS	20,000.00	20,000.00	1,026.90	1,026.90	5.13
595-595-704.250	RETIRES HEALTH INSURANCE	7,000.00	7,000.00	237.35	237.35	3.39
595-595-704.300	LIFE INSURANCE	500.00	500.00	31.26	31.26	6.25
595-595-704.400	PENSION	4,500.00	4,500.00	344.14	344.14	7.65
595-595-704.401	AXA EQUITABLE MATCH	4,000.00	4,000.00	245.55	245.55	6.14
595-595-704.500	MICH EMP SEC COM	500.00	500.00	14.20	14.20	2.84
595-595-704.550	WORKERS COMP INSURANCE	4,000.00	4,000.00	0.00	0.00	0.00
595-595-727.000	POSTAGE	2,500.00	2,500.00	0.00	0.00	0.00
595-595-728.000	COMPUTER-HARDWARE-SOFTWARE	700.00	700.00	0.00	0.00	0.00
595-595-740.000	SUPPLIES	17,767.00	17,767.00	375.26	375.26	2.11
595-595-740.700	DPW EQUIPMENT	6,000.00	6,000.00	2,195.87	2,195.87	36.60
595-595-746.000	LOT PADS	31,500.00	31,500.00	0.00	0.00	0.00
595-595-770.000	RUBBISH EXPENDITURES	33,000.00	33,000.00	0.00	0.00	0.00
595-595-801.000	ELECTRIC-DETROIT EDISON	2,500.00	2,500.00	0.00	0.00	0.00
595-595-802.000	HEAT-SEMCO ENERGY	2,000.00	2,000.00	197.16	197.16	7.89
595-595-803.000	PHONE	3,500.00	3,500.00	24.19	24.19	1.21
595-595-805.000	ADVERT/PUBLICATIONS	6,000.00	6,000.00	263.35	263.35	7.52
595-595-810.000	MEMBERSHIP/DUES	900.00	900.00	0.00	0.00	0.00
595-595-811.000	LEGAL	2,000.00	2,000.00	0.00	0.00	0.00
595-595-814.000	TRAFIC / STREET LIGHTS	2,000.00	2,000.00	0.00	0.00	0.00
595-595-816.000	ENGINEERING FEES	50,000.00	50,000.00	0.00	0.00	0.00
595-595-820.000	CONTRACTED SERVICES	21,364.00	21,364.00	0.00	0.00	0.00
595-595-822.000	IMPROVEMENT	20,000.00	20,000.00	0.00	0.00	0.00
595-595-824.500	EQUIPMENT	0.00	0.00	101.00	101.00	100.00
595-595-829.000	TRAILER PARK - TAXES	40,000.00	40,000.00	0.00	0.00	0.00
595-595-910.000	LIABILITY INSURANCE	625.00	625.00	0.00	0.00	0.00
595-595-971.000	CAPITAL OUTLAY	45,600.00	45,600.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON  
 PERIOD ENDING 07/31/2023

GL NUMBER	DESCRIPTION	2023-24		ACTIVITY FOR MONTH 07/31/2023 INCREASE (DECREASE)	YTD BALANCE 07/31/2023	% BDC USED
		ORIGINAL BUDGET	AMENDED BUDGET			
Fund 595 - LEX MOBILE HOME PARK						
Expenditures						
Total Expenditure:		467,629.00	467,629.00	15,620.48	15,620.48	3.34
Account Type: Transfers-Out		359,001.00	359,001.00	29,916.77	29,916.77	8.33
595-595-999.000	TRANS TO OTHER FUNDS	359,001.00	359,001.00	29,916.77	29,916.77	8.33
Total Transfers-Out:		359,001.00	359,001.00	29,916.77	29,916.77	8.33
Total Dept 595 - MOBILE HOME PARK		826,630.00	826,630.00	45,537.25	45,537.25	5.51
TOTAL EXPENDITURES		826,630.00	826,630.00	45,537.25	45,537.25	5.51
Fund 595 - LEX MOBILE HOME PARK:						
TOTAL REVENUES		894,804.00	894,804.00	77,094.69	77,094.69	8.62
TOTAL EXPENDITURES		826,630.00	826,630.00	45,537.25	45,537.25	5.51
NET OF REVENUES & EXPENDITURES		68,174.00	68,174.00	31,557.44	31,557.44	46.29
TOTAL REVENUES - ALL FUNDS						
TOTAL EXPENDITURES - ALL FUNDS		4,929,839.00	4,929,839.00	4,434,776.71	4,434,776.71	89.
NET OF REVENUES & EXPENDITURES		4,508,130.00	4,508,130.00	268,238.77	268,238.77	5.
		421,709.00	421,709.00	4,166,537.94	4,166,537.94	988.

# VILLAGE PRESIDENT MONTHLY REPORT AUGUST 2023

August has been a terribly busy and productive month. It is great to have Lori aboard, I check in with Lori weekly and more as needed. She is getting up to speed on things we have going on in the village (the list is extensive). As with anything new, it takes time for things to show change. I have full faith that her management style and leadership will take the village to the next level. I appreciate the considerable amount time and energy that Lori is putting in, I have had calls with her on Saturdays/Sundays/late in the evening, answering questions and giving background information on projects.

## **ARMY CORPS OF ENGINEERS**

The Army Corps of Engineers beach nourishment project will be completed the week of 08/26/23. Special thanks to Keith Kropfreiter, our project manager. Outstanding communication and planning.

## **MHP**

Lori has fully taken over all management and oversight of these projects. Changes made in the processes, communication, and oversight; this will improve customer service and professional handling of documents by the village. Thank you, Lori, for digging right in and fixing problems at the source. While time consuming at the start, these efforts are necessary to improve the way the village runs.

## **BUDGET**

Lori is working diligently on thoroughly reviewing and understanding the village finances and is developing a plan to present to the council.

## **NATURAL RESOURCES TRUST FUND**

No update.

## **DDA**

Thank you to Lori and Mike McGovern for their work with the LBA. It is critical to the village that we find a way to work together to ensure events continue. Thank you for your dedication to the village!

## **FUTURE**

Thank you! To our staff, council members, committee members and volunteers for your faith, dedication, vision and patience, change is never easy. Everyone works incredibly hard right now and pushing ourselves to do better will logically create more work, but our efforts and eventual success will create an even better Village of Lexington to live and work! Thank you for being part of the solution!!!

*Walt Disney said, "If you can dream it, you can do it...Always remember this whole thing started with a dream and a mouse."*





To: Village of Lexington Council

From: Lori Fisher, Village Manager

Date: August 23, 2023

Re: August Council Report

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The month of August was very busy with meetings and getting to better know staff and the community. A summary of the month is as follows:

We had many productive meetings with Edgewater on our Harbor Redevelopment project. Hearing and understanding the needs of all the different stakeholders was helpful and put in perspective the scale of this project and the many different facets involved. The Town Hall was very well attended and a larger location is being sought for the future meetings planned.

The USDA loan package is being finalized and will close in early September. We have been finalizing documents in preparation.

We met with a local developer who would like to break ground on his project in the coming months. This new development ties into our sewer project so we are coordinating timing as much as possible. The project will potentially add 17 homes.

An informational meeting has been scheduled for September 6<sup>th</sup> at 6:00 pm for the residents of Birch Drive to discuss the sewer project. The meeting will be open to the public and informal to allow for questions and answers. Residents that cannot attend will be given the information by request and should contact me at [manager@villageoflexington.com](mailto:manager@villageoflexington.com).

The Goal Setting workshop led to productive conversations and idea sharing. Double Haul Solutions set a timeline and process for evaluation. A goal or task list was developed and Council will continue to provide a prioritization of the list.

The DDA is working with the LBA to find common solutions for funding and workload. Both entities are in need of volunteers to help with the many events in Lexington.



# Village of Lexington Police Department

## Monthly Report

Chief of Police  
Larry Sheldon

to: Village Council, Manager, and President  
from: Chief Larry Sheldon  
Date Range: July 1, 2023, through July 31, 2023

Category	July 2023	July 2023
Complaints:	137	141
Traffic Stops:	45	53
Citations:	22	16
Verbal Warnings:	30	37
Persons Investigated:	77	98
Vehicles Investigated	70	85
Property Inspections:	356	355
Ordinance Contact:	8	4
Ordinance Violations:	8	4
Assist Fire / E.M.S:	9	5
Assist Croswell P.D.	6	3
Assist Sanilac County Sheriff:	9	5
Assist M.S.P.	0	0
Lexington Township Assist:	0	0
Assist Other Department:	1	4
Traffic Accidents:	2	3
Misdemeanors:	8	4
Felonies:	1	2

**LEXINGTON FIRE DEPARTMENT  
JULY 2023 FIRE & RESCUE SERVICE REPORT**

MONTHLY FIRE & RESCUE REPORT							
DATE	INVOICE #	INCIDENT STREET	AREA	CALL TYPE	ADDITIONAL SERVICES	COST ASSESSED	NOTES
7/1/2023	226-23	Babcock & Harrington	Lex Twp.	PI Hit and Run	Assist CEMS	\$0.00	
7/1/2023	227-23	Tierney Park	Lex Village	Medical-Assist CEMS	Assist CEMS	\$0.00	
7/2/2023	228-23	Lakeshore Rd	Worth	Public Assist	Public Assist	\$0.00	
7/2/2023	229-23	redricksburg Ln	Lex Village	Medical-Seizure	Assess/History/Treat	\$0.00	Resident
7/2/2023	230-23	Huron Ave	Lex Village	Public Assist	Public Assist	\$0.00	Resident
7/3/2023	231-23	Washington St	Lex Village	Public Assist	Public Assist	\$0.00	
7/3/2023	232-23	Ivy Rd	Worth	Assist CEMS	Public Assist	\$0.00	
7/3/2023	233-23	Aitken Rd	Lex Twp.	Medical-Concussion	Assess/History/Treat	\$265.00	
7/3/2023	234-23	Burnshine Rd	Worth	Fire-Illegal Burn	Extinguished Fire	\$1,400.00	
7/4/2023	235-23	Wixon Rd	Lex Twp.	Fire-Illegal Burn	Extinguished Fire	\$1,400.00	
7/5/2023	236-23	Huron Ave	Lex Village	Lift-Assist	Lift assist	\$0.00	Resident
7/6/2023	237-23	Huron Ave	Lex Village	Lift-Assist	Lift assist	\$0.00	Resident
7/6/2023	238-23	Main St	Lex Village	Full Arrest	Assess/History	\$0.00	Resident
7/6/2023	239-23	Cove Ct	Lex Village	medical-Sick person	Assess/History/Treat	\$0.00	Resident
7/7/2023	240-23	Lester St	Lex Village	Medical-Stroke	Assess/History/Treat	\$0.00	Resident
7/7/2023	241-23	Washington St	Lex Village	Medical-Fall	Assess/History/Treat	\$265.00	Non-Resident
7/8/2023	242-23	Dogwood	Worth	Fire	Extinguished Fire	\$1,400.00	
7/8/2023	243-23	Huron Ave	Lex Village	Medical-Chest Pain	Assess/History/Treat	\$265.00	Non-Resident
7/10/2023	244-23	Lakeshore Rd	Worth	Medical-Abdominal Pain	Assess/History/Treat	\$265.00	
7/10/2023	245-23	Main St	Lex Village	Lift Assist	Lift assist	\$0.00	Resident
7/11/2023	246-23	Main St	Lex Village	Medical	Assess/History/Treat	\$0.00	Resident
7/11/2023	247-23	County Farm	Lex Twp.	Medical-Allergic Reaction	Assess/History/Treat	\$265.00	Resident
7/13/2023	248-23	Huron Ave	Lex Village	Medical-PI Accident	Assess/History/Treat	\$0.00	Resident
7/13/2023	249-23	Townsend Rd	Lex Twp.	Assist to CEMS	Assist to CEMS	\$0.00	Resident
7/14/2023	250-23	Main St	Lex Village	Medical-Fall	Assess/History/Treat	\$0.00	Resident
7/14/2023	251-23	Huron Ave	Lex Village	Assist to CEMS	Assist to CEMS	\$0.00	Resident
7/14/2023	252-23	Edwina Ln	Lex Twp.	Wires Down	Taped off area	\$300.00	DTE 2304347577
7/14/2023	253-23	Babcock & Wiltsie	Lex Twp.	Wires Down	Taped off area	\$0.00	Aplegate fire
7/14/2023	254-23	Lakeshore & County Farm	Lex Twp.	Wires Down	Taped off area	\$300.00	DTE 2304348455
7/14/2023	255-23	Aitken & Lakeshore	Lex Twp.	Wires Down	Taped off area	\$300.00	DTE 2304348921
7/14/2023	256-23	Lakeshore & County Farm	Lex Twp.	Wires Down	Taped off area	\$0.00	
7/14/2023	257-23	Lakeshore & County Farm	Lex Twp.	Wires Down	Taped off area	\$300.00	DTE 2304350191
7/14/2023	258-23	Lakeshore & County Farm	Lex Twp.	Wires Down	Taped off area	\$300.00	DTE 2304352289
7/14/2023	259-23	County Farm Rd	Lex Twp.	Wires Down	Taped off area	\$500.00	DTE 2304352385
7/14/2023	260-23	Main St	Lex Village	Wires Down	Taped off area	\$300.00	DTE 2304352381
7/14/2023	261-23	Lakeshore & Roach	Lex Twp.	Wires Down	Taped off area	\$0.00	
7/14/2023	262-23	Lakeshore & County Farm	Lex Twp.	Medical-Fall	Assess/History/Treat	\$265.00	
7/14/2023	263-23	Blouin Ct	Worth	Assist to Tri-EMS	Assist to Tri EMS	\$0.00	
7/14/2023	264-23	County Farm	Lex Twp.	Wires Down	Taped off area	\$0.00	
7/15/2023	265-23	Babcock & Witsie	Lex Twp.	Wires Down	Taped off area	\$1,000.00	DTE 2304359326
7/16/2023	266-23	Edgecliff	Lex Twp.	Wires Down	Taped off area	\$1,000.00	DTE 2304366865
7/16/2023	267-23	Peck Rd	Lex Twp.	Medical-	Assess/History/Treat	\$265.00	
7/17/2023	268-23	Burns Line	Worth	Medical-Fall	Assess/History/Treat	\$265.00	

DATE	INVOICE #	INCIDENT STREET	AREA	CALL TYPE	ADDITIONAL SERVICES	COST ASSESSED	NOTES
7/19/2023	269-23	County Farm	Lex Twp.	PI-Vehicle smoking	Cleaned debris field	\$400.00	
7/19/2023	270-23	Williamsburg Ln	Lex Village	Medical-Unconscious	Assess/History/Treat	\$0.00	
7/20/2023	271-23	Lakeshore Rd	Worth	Medical-Assist CEMS	Assist to CEMS	\$0.00	
7/20/2023	272-23	Satinwood Rd	Worth	Wires Down	Taped off area	\$1,000.00	DTE 2304472666
7/20/2023	273-23	Lakeshore & County Farm	Lex Twp.	Medical-Seizure	Assess/History/Treat	\$265.00	
7/21/2023	274-23	Union St	Lex Village	Medical-Sick Person	Assess/History/Treat	\$0.00	
7/22/2023	275-23	Woodbine Rd	Worth	Medical-Fall	Lift Assist	\$60.00	
7/22/2023	276-23	Huron Bay Blvd	Worth	Medical-Breathing Problem	Assess/History/Treat	\$265.00	
7/22/2023	277-23	Main St	Lex Village	Medical-Altered Mental	Assess/History/Treat	\$265.00	Non-Resident
7/23/2023	278-23	Lakeshore & Mortimer	Worth	Assist to SCSO	Public Assist	\$0.00	
7/24/2023	279-23	Main St	Lex Village	Medical-Weakness	Assess/History/Treat	\$0.00	
7/24/2023	280-23	Main St	Lex Village	Assist SCSO	Public Assist	\$0.00	
7/27/2023	281-23	Huron Ave	Lex Village	Medical-OD	Assess/History/Treat	\$265.00	Non-Resident
7/27/2023	282-23	Woodbine Rd	Worth	Medical-Fall	Assess/History/Treat	\$265.00	
7/28/2023	283-23	Woodbine Rd	Worth	Medical-Assist CEMS	Assist to CEMS	\$0.00	
7/28/2023	284-23	Elm St	Worth	Medical-Fall	Lift Assist	\$60.00	
7/28/2023	285-23	Main St	Lex Village	Medical-Assist to Tri-EMS	Public Assist	\$0.00	
7/31/2023	286-23	Burns Line Rd	Worth	Wires Down	Taped off area	\$500.00	DTE 2304944026

Monthly training was fit testing for new SCBA masks and truck maintenance.

# Operations Report

Water Department

8/16/2023

Jul-23

## Current Month:

WTP influent total:	14.896	Mil. Gals.
Village water usage:	4.410	Mil. Gals.
Worth Twp. water usage:	6.122	Mil. Gals.
Sanilac Twp. water usage:	2.561	Mil. Gals.
WTP utility water usage:	1.803	Mil. Gals.

## Year to date: Jan 23 - Present

Village water usage:	24.573	Mil. Gals.
Worth Twp. water usage:	25.957	Mil. Gals.
Sanilac Twp. water usage:	11.221	Mil. Gals.

## Year-ago:

WTP influent total:	18.556	Mil. Gals.
Village water usage:	6.112	Mil. Gals.
Worth Twp. water usage:	7.033	Mil. Gals.
Sanilac Twp. water usage:	3.241	Mil. Gals.
WTP utility water usage:	2.170	Mil. Gals.

	2023	2022		2023	2022
Rain:	6.92"	1.15"	Days	17	8

Snow:	0"	0"	Days	0	0
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## Work Orders:

Turn-ons or turn-offs	2
Final reads	9
Meter re-reads	1
Curb box repairs	1
Miss Digs	25
Call-ins	1
Distribution repairs	0
MXU's Installed	12
Investigate High Usage	1
Meter Changes	0

## Other Projects:

Sanilac Twp. Operations	Gielow Site Planning
Outside Water Sampling	Gielow sampling and surcharge billing
Outside sewer Sampling	Burtchville Interconnection
Worth Backup Operations	USDA Planning
Brown Development	GIS Marking
Dist Materials Inventory	MHP Bluff
Harbor Front Planning	Harbor Dredging

## July 2023 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.

### July 2023 Work Orders:

Install cemetery water system  
Change batteries in office thermostat  
Disassemble Playscape LMMHP  
Install Beach Closed Signs  
Clean and paint posts for school crossing

Clear brush from fence cemetery  
Meet with Lakeview condos on stop boxes  
Locate stop boxes at Lakview condos  
Clean office roof drains  
Repair toilets at office

### Other Activities for the Month:

Pick up after 4th  
Disconnect broken street light and haul away LMMHP  
Grave  
Replace broken stop sign post  
Receive another bench for cemetery  
Empty grill ashes at Tierney  
Work on MS4 documents and permit  
Clean check valves at Main Lift  
Adjust sprinkler heads at Huron Circle  
Call in for lift station alarm high level  
Staff Vacations  
Pick up branches  
clean up tree stump at cemetery  
Power Outage/ Run Generator at Lift Stations  
Review cameras for vandalism at Tierney  
Parts run to Sandusky  
Grave #2  
Remove tree at MHP

Form cement for lot 175  
Grave #3  
Form sidewalk on boynton street  
Repair bathrooms at Tierney  
Huron Lift Repairs  
Replaced Maples sewer pump  
Remove down trees at Lagoons  
Repairs on beach stairs  
Repair trailer hitch on tractor  
Meeting with Army Corps on Harbor Dredging  
Meet with Townley on Gielow Site Plan  
Meet with Ed on Lot 102 drainage  
Harbor Teams Meeting  
Tour Croswell Water Plant & look at scales for sale  
Street light info for DTE  
Meet with Denny and visit Sweetwater's site  
Sewer Vulnerability Assessment  
Meet with Edgewater on Tierney Park Utilities

### Projects In Progress:

USDA Projects  
Meter MXU installation  
GIS Data Logging  
Worth Twp. Emergency Connection  
Harbor Grant

Port Sanilac Water Sales  
MHP Erosion Grant  
Harbor Dredging  
Brown Development  
Gielow Site Plan

**Zoning Administrator Report**  
**Village of Lexington**  
**August 1<sup>st</sup> 2023**

I am writing to provide an update on a recent information meeting I had with key stakeholders regarding the Gielows LLC project. The meeting involved Cynthia, our Village Engineer Chris Townley, and Craig and Doug Gielows from Gielows LLC.

During the meeting, it was conveyed that Gielows LLC has encountered some challenges with the original three-phased plan, primarily due to time constraints and drainage issues. As a result, they have decided to proceed with only Phase One of their project at this time. They plan to address Phase 2 and Phase 3 once the issues are resolved.

I worked closely with our Village Planner, Adam Young, to discuss and approve their proposal to continue with Phase One while working on the plans for the subsequent phases to be submitted at a later date for final site plan approval.

The Planning Commission had previously granted approval for Gielows to proceed with installing footings and working on the grading of Phase One. However, the final site plan, along with a full Land Use permit for construction and a building permit from the county, is still pending. I will continue to coordinate with Adam Young to ensure the necessary approvals are obtained before construction commences.

I would like to bring to your attention a couple concerns I have regarding garbage and blight issues, particularly related to over-flowing trash containers (dumpsters). With the removal of the screening ordinance, there seems to be limited means of enforcing this issue unless the containers remain in that state for a period of 30 days. I would appreciate guidance from the Planning Commission on how we can effectively address and enforce this matter to maintain the aesthetics and cleanliness of our community.

Second concern I wanted to draw your attention to an important matter that has come to my attention. Our Code of Ordinances and Zoning Ordinances require a thorough review and update to ensure they remain current and effective.

Upon examination, it appears that our Code of Ordinances has not been reviewed since 2005. Considering the dynamic nature of regulations and laws, it is essential that we conduct a comprehensive review to identify any outdated or conflicting provisions. Additionally, to enhance accessibility and ease of use, I suggest converting the Code of Ordinances into a searchable format for the benefit of residents, businesses, and stakeholders.

Furthermore, our Zoning Ordinances also need scrutiny to keep pace with evolving trends and address any emerging needs in our community. A comprehensive update will help align the zoning regulations with our long-term goals and aspirations.

I believe that a coordinated effort by the Planning Commission to vet and update these ordinances will be immensely beneficial for the effective governance and planning of our village.

Thank you for your attention to these matters. Should you have any questions or require further information, please do not hesitate to reach out to me.

I am committed to maintaining effective communication with all stakeholders and enforcing zoning regulations to promote a safe, attractive, and well-planned community. If you have any questions or require further information on these matters, please do not hesitate to contact me.

(3) Land Use Permit Applications:

7209 Lester St. (Deck)  
5472 Washington St. (Fence)  
7329 Huron Ave. (Privacy Panels)

(1) Sign Permit:

5481 Main St. Chris Winn (Gazebo)

(4) Zoning Ordinance Violations

5522 Dallas (SEC. 9.8 OUTDOOR STORAGE OF RECREATIONAL VEHICLES)  
7162 Lester (SEC. 9.8 OUTDOOR STORAGE OF RECREATIONAL VEHICLES)  
5795 Main St. (Deck/Porch Land Use Permit Violation) Didn't obtain permit before building  
7333 Lake St. (SEC. 9.8 OUTDOOR STORAGE OF RECREATIONAL VEHICLES)

(3) Code Ordinance Violations

7003 Greenbush Ln (Section 3-1-3-3 Anti Blight Ordinance) 2 Attempts  
7021 Greenbush Ln (Section 34-76 (a) regarding weeds, solid waste, and similar items, it is unlawful to permit dead trees to accumulate or exist on owned or occupied property.)  
7176 Lake St. (Section 3-1-3-3 Anti Blight Ordinance)

Dennis Klaas  
Village of Lexington Zoning Administrator  
586-372-8035  
zoning@villageoflexington.com



**Lexington Cemetery Board Meeting**  
**7227 Huron Avenue**  
**Lexington, MI 48450**  
**July 12, 2023 Minutes**

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

**Roll Call**

Present: Davis, Albertson, Stapleton

Absent: none

Others present: Beth Grohman and one citizen

**Public Comment** – none

**Approval of Agenda** – Motion by Albertson, seconded by Davis, to approve the agenda as amended, #4 Business, Tree Donations.

All ayes

Motion carried

**Approval of Minutes**- Motion by Albertson, seconded by Davis, to approve the minutes from June 12, 2023 as corrected.

All Ayes

Motion carried

**Reports**

**Financials** – Review and discussion about the financials. Noted that the revenues exceeded the projected budget by \$12,000. Motion by Davis, seconded by Stapleton, to approve the financials as presented.

All ayes

Motion carried

**Operational** –

**Project Updates** – Installed temperature sensor. Stapleton stated it is working well. Will add Jerry Scott's phone number for alerts if there are issues, will also add Davis and Albertson. Water sensor in basement not working correctly. A replacement is being sent. Add cremation section to improvement list.

**Business:**

- 1. Develop Policy for Columbarium Type and Headstone-** Reviewed and discussed changes to cemetery policies. Added definitions, language in Interments and disinterment, Monument and Marker placement, and revised Memorial sizes. Will bring final draft next meeting before sending to council.
- 2. Storm Windows-** Discussion on the quotes received. Port Huron Glass quote not received yet, but it was recommended by Stapleton to use them, best option, if quote is comparable. Motion by Albertson, seconded by Davis, to hire Port Huron Glass to install storms at a cost not to exceed \$11, 000.  
All ayes, Motion carried
- 3. Replacement or Revise Broken Window Well Cover-** Not read, should be done by the end of the month.

- 4. Tree Donation-** A village resident has up to ten trees to donate. Board discussed possibly taking five to six of the trees. There are some areas in the Regan section that could use some trees. Stapleton stated they could find room for all ten if necessary.

**Public Comment** – None

Next meeting: August 9, 2023 @ 10 a.m.

**Adjournment:** Motion by Albertson, seconded by Davis, to adjourn 11:08 a.m.  
All Ayes  
Motion carried.

Respectfully submitted:  
Beth Grohman, Deputy Clerk  
July 12, 2023

**VILLAGE OF LEXINGTON**  
**DOWNTOWN DEVELOPMENT AUTHORITY**  
Village of Lexington – 7227 Huron Ave., Lexington, MI  
July 12, 2023.

**CALL TO ORDER:** Chairperson McGovern called the meeting to order at 5:30 pm.

**ROLL CALL:** by Vicki Scott

**PRESENT:** Adams, Bales, Bales, Westbrook, McGovern, Zysk

**ABSENT:** Kaatz, VanDyke, Drouillard

**OTHERS PRESENT:** S. McCoy, P. Muoio, K. DeCoster, D. Roehl, and 1 citizen

**APPROVAL OF AGENDA:**

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

All Ayes

Motion Carried

**APPROVAL OF MINUTES**

**MOTION** by Adams, seconded by Zysk, to approve the June 9, 2023 minutes as presented.

All Ayes

Motion Carried

**MOTION** by Bales, seconded by McGovern, to approve the June 14, 2023 minutes as presented.

All Ayes

Motion Carried

**PUBLIC COMMENT:** None offered.

**REVIEW OF FINANCIAL INFORMATION:** - Bales explained the financial reports.

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

Roll Call:

Ayes: Bender, Adams, Westbrook, Zysk, Bales, McGovern

Nays: None

Motion Carried

**UNFINISHED BUSINESS:**

1. **Wayfinding Signs Update** –McGovern presented a few of the new wayfinding signs he donated to the Village. These signs were \$50.00 per sign with a 10-year guarantee. McGovern will put in a work order to have these new signs put up. Discussion followed on replacing all of the wayfinding signs.  
Motion by Bales, seconded by Adams, to replace all of the wayfinding signs not to exceed \$200.00.  
Discussion:  
Roll Call:  
Ayes – Bales, Adams, Bender, Zysk, Westbrook, McGovern  
Nays – None  
Motion carried
2. **Harbor Steering Committee Update-** McGovern explained VanDyke is not here to give an update. Bender explained there will be a Public Townhall from Edgewater coming soon.

3. **Social District Update** – McGovern explained the website was updated on July 1, 2023. The sidewalk stickers were installed June 30, 2023. No additional trash containers were needed. The stickers for the cups were all printed and distributed to the licensee's that had their application approved from the Liquor Control Commission. Only two of the licensee's but three of the bars were included had their license approved by the time it started on July 1, 2023, which were Windjammer, Sweetwater, and Village Pub. 3 North Vine and Steiss did not have theirs done. Discussion followed on the boundaries, price of the license from the State, as well as what is a fair price to charge for the stickers. Board decided to bring this back next month with additional information.
4. **New Flower Pots Update** – Adams explained we mounted the flower pots on the poles too high. I feel we need to lower the pots. Over time my hope is to increase these pots and eventually get rid of the pots on the sidewalks. McGovern explains the DPW does not have the longer bolts to lower them at this time. Discussion followed on what the board would like. McGovern will put in a work order to move a few of the pots down.

**NEW BUSINESS:**

1. **Façade Grant Town Shoppe** – McGovern explained Regina was here and had to leave. McGovern noted Regina from the Town Shop could only get one quote for the awning. Bender asked about a rendering. Bender explained the Village can not pay for sales tax. The quote to recover the awning is \$6,129.27.  
Motion by McGovern, seconded by Bales to approve the façade grant in the amount of \$3,064.69.  
Roll Call  
Ayes: McGovern, Bales, Bender, Zysk, Westbrook, Adams  
Nays: None  
Motion carried
2. **LBA/DDA Support** – McGovern explained the LBA was going to present a proposal to the DDA for monetary help for the events. They did not get it to us in time. McGovern noted we will put this back on the agenda for next month. Discussion followed.

**CORRESPONDENCE:**

**PUBLIC COMMENT:**

- Peter Muoio recommended having a subcommittee with the LBA to coordinate more efficiently. The new manager will be extremely busy and has no authority over these activities. The harbor front committee meetings should be posted.
- Shelly McCoy asked where the invoice is from the Keel.

**ADJOURNMENT:**

**MOTION** by Bales, seconded by Bender, to adjourn the meeting at 6:45 p.m.

All Ayes

Motion carried.

Respectfully submitted,

Vicki Scott

July 12, 2023

# Lexington Environmental Meeting

7227 Huron Avenue

Lexington, MI 48450

July 13, 2023 Minutes

**Call to order** at 10:01 a.m. by Cindy Davis

## **Roll Call**

Present: Davis, Adams, Pomilia, Wypasek, DeCoster

Absent: McClelland and Pasut

Others present: Michelle Irwin, recording secretary

**Public Comment** – None

**Approval of Agenda** – Motion by DeCoster, seconded by Wypasek, to approve the agenda as presented.

All ayes

Motion carried

**Approval of Minutes**- Motion by DeCoster, seconded by Adams to approve the June 8, 2023 as presented.

All Ayes

Motion carried

## **Unfinished Business-**

- a. **Budget**-Discussion on what items board would like to budget for, for the upcoming fiscal year: Adams suggested the tree nursery and questioned whether grants had time limits. Davis discussed that Arbor Day is important and should consider tree plantings and an arborist. Discussion an urban gardener idea, Davis to talk to new village manager about this idea. After discussion the board would like to see money budgeted for the following:

Arbor Day- \$1000

Tree Plantings- \$3000

Urban Gardener- \$2000

Tree Nursery- \$2000

Arborist- \$2000

The other \$2000 for incidentals

The board would like to look into grants for help in covering costs of some of the items, like the tree nursery and getting an arborist. They will put the tree nursery on the next agenda and have Pomilia and Wypasek to figure out what is needed and projected cost.

Motion by DeCoster, seconded by Wypasek to approve the proposed budget with \$2000 toward the urban gardener, \$2000 toward the tree nursery, \$1000 toward Arbor Day, \$3000 toward tree planting, leaving \$2000 to be used for incidentals.

All Ayes

Motion carried

- b. **Fall Tree Placement and Evaluate Fall 2022 Planting**- Adams has requested a tree to replace a tree that they are having removed, directed to fill out a request for a tree form. Discussion about people donating trees. Developed a small group to go and look for places to put trees. Directed that they could not have a quorum. The group will consist of Davis, Wypasek, Decoster, Pomilia, (depending on availability) ask Judi Resk from the MHP and Jarosz.

Going to Monday July 17, 2023 at 11am behind the Village Hall. Looking to place 4-6 trees depending on what the budget will allow. They are going to use spray paint to mark the spots and Davis will review the letter that will go out to residents that will receive a tree.

- c. **Tree Removal List-** Discussed that the list needs to be easier to read. Davis stated the most important thing is the tree's viability, essentially that is the number one reason to remove a tree. When there is a disagreement between opinions on the health of a tree an arborist will be called in. Some options that were discussed were Kay (the speaker from Arbor Day), Flynn's, and Kevin Sayers. Discussion about districts like the Cemetery, DDA, and MHP would ultimately have the final say in what happens in their district, but the Environmental committee appreciates being consulted with in regard to their trees. Environmental committee recognized that they should have representation at other committee's meetings when environmental issues are on the agenda.

#### **New Business**

- a. **Lester Street Park Letter of Support and Updates** – Davis shared the letter that was written in regard to the Spark Grant that the parks and recreation committee was applying for. Board was happy with the letter of support. Asked when the committee would know if they received the grant and if it was already submitted. Irwin stated that it has been submitted and the parks and rec committee do not expect to hear anything for a few months.

**Website Information/Newsletter-** Tree Removal form has been uploaded to the website. Discussion about whether we could make the form fillable. Committee requested that the tree request form be uploaded, Irwin responded that she was not sure but would look into it. Wypasek is going to send updated butterfly garden pictures for the website. Irwin let the committee know that Jerry Scott has updated the MS4 information on the website.

**Correspondence-** None

**Public Comment-** None

**Adjournment:** Motion by Adams, seconded by Pomilia, to adjourn 11:16 p.m.  
All Ayes  
Motion carried

Respectfully submitted:  
Michelle Irwin, Recording Secretary  
July 13, 2023

Lexington North Shores Mobile Home Park,  
Special Advisory Board Meeting Minutes  
6:00 P.M. Tuesday, 7/18/23  
Clubhouse  
Approved

**Call to Order:** by Chairperson Judi Resk at 6:00 P.M.

**Pledge of Allegiance:** Members and audience

**Roll Call:**

Present: Judi Resk, Peggy Moran, Dave Zielinski, Sheila Klaas, Larry Adams

Absent: Zysk, Adams

Others: Ed Jarosz

**Approval of Agenda** Klaas made a motion to approve the Agenda as presented, which was supported by Moran.

**Public Comment:** N/A

**Business: Rules and Regulations:**

- a. Special Committee met last Friday and went through and made revisions per attorney comments.
  1. Deleted language on civil infractions.
  2. Added blight section and rename per attorney's comments.
  3. Under security deposits language was deleted.
  4. Financial and Legal responsibilities-Removed language on late charges.
  5. Mobile home guidelines-pg. 8 added short term rental language
  6. Changes made to section on Pg. 8, to state tiny homes and micro homes not allowed.
  7. Added sentence hat landlord will receive copy of inspections and reinspection reports on pg. 5
  8. Pg. 10, revised and added section N.
  9. Pg. 11/12 ordinances were left in the rules.
  10. Pg. 14, Landscaping, no dumping of refuse over bluff.
  11. Pg. 20, Dog language added
  12. Pg. 14, Garbage pickup- added Emterra customer service phone number
  13. Pg. 13. Beach conduct- Beach adjacent to community language followed attorney suggestions.

**Motion made by Zielinski and supported by Klaas, to send the rules and regulations to Council for approval. All in favor.**

Meeting was adjourned at 6:15 P.M., by Resk

Respectfully submitted: Tracy Zysk, Recorder 7/19/23

Lexington North Shores Mobile Home Park  
Advisory Board Meeting Minutes  
6:00 P.M. Thursday 7/13/23  
Clubhouse  
Approved

**Call to Order:** by Judi Resk at 6:00 P.M.

**Pledge of Allegiance:** Members and audience

**Roll Call:**

Present: Tracy Zysk, Peggy Moran, Dave Zielinski, Larry Adams, Judi Resk, Sheila Klaas

Absent: N/A

Others: Ed Jarosz, members of community present

**Approval of Agenda:** Motion made by Adams, supported by Zielinski to amend agenda to add the handicap mats. Zysk made a motion to approve agenda, Zielinski supported.

**Approval of Minutes:** Motion to approve minutes of June 8, 2023, made by Moran, supported by Zysk.

**Public Comment:** N/A

**Board Comment:** N/A

**Business:**

- I. **Rules and Regulations Update-** Rules committee to meet 7/14/23 to amend the rules and have AB special meeting to vote on amended version of rules. Motion made by Moran, supported by Adams to move rules back to special committee for amendment, then advisory board for special meeting. All in favor.
- II. **Lease Agreement-**Old lease was reviewed by attorney. Moran made motion to accept the lease, Zysk supported. All in favor.
- III. **Traffic berms/street stencils-** Motion was made by Zielinski to purchase street stencils, one "slow" and one "stop" not exceed \$500.00, Adams supported. All in favor.
- IV. **Playground update-** Playground to be shipped next week.
- V. **Beach mats-** Motions made by Zielinski to purchase two 33ft mats not to exceed \$400.00, supported by Moran. All in favor.
- VI. **Beach Toy Box-** current box is in bad condition. Motion was made to purchase new beach toy box not to exceed \$200.00, by Zysk supported by Adams. All in favor.



**VII. Manager's report-** Ed reports that 4<sup>th</sup> of July weekend went well, no issues reported to Ed or to the police. Bike parade went well, and goal is to have bikes and golf carts in Village parade next year. Next week Ed to meet on a potential investment mobile being put in the park as a model home.

**Close:**

- **Next meeting date: August 10, 2023, at 6pm.**
- **Public Comment:** Lot 140-Jacobi: When lease is amended signature line needs to be larger.  
Dave Warren- once rules are approved, leave them alone and stop making revisions.
- **Board Comment:** Sheila K., free rent request to council went to attorney for recommendations, having special council meeting to look at attorney comments.

**Adjournment:** Meeting was adjourned at 6:48 P.M. on a motion by Resk, supported by Moran.

Respectfully submitted: Tracy Zysk, Recorder 7/18/23

## Parks and Rec Regular Meeting Minutes

Date: Monday, July 10, 2023  
Call to Order at 6:00 pm by Chairperson Sutton

Roll Call by Michelle Irwin:  
Present: Dickinson, Muoio, Klaas, Sutton, Fulton, McMahon  
Absent: Fisher  
Quorum Present  
Others Present M. Irwin, D. Roehl, and M. McGovern

### APPROVAL OF AGENDA:

Motion by Klaas, seconded by Muoio to approve the agenda as amended, adding May 8, 2023 minutes to the agenda before the approval of June 19, 2023 minutes.

All Ayes  
Motion Carried

### APPROVAL OF MINUTES:

Motion by McMahon, seconded by Fulton to approve of the May 8, 2023 as presented.

All Ayes  
Motion carried

Motion by Fulton, seconded by Klaas to approve the June 19, 2023 minutes as presented.

All Ayes  
Motion Carried

PUBLIC COMMENT: D. Roehl 5410 William Drive asked if it would be possible to mark the beach closure closer to the boardwalk. Stated observing frustrated families hauling everything down there but finding out it was closed.

### AGENDA:

#### UNFINISHED BUSINESS:

- 1. Spark Grant for Lester Street Update-** Klaas and Sutton stated the grant application has been submitted. Klaas had Cutright, projects manager, review and he stated that she was impressed with the letters of support were received and that it looked good. Sutton and Fulton thanked everyone that was involved. Discussion followed regarding deadlines. Construction needs to be completed by June of 2026 if grant is awarded. Dickinson stated they should start brainstorming should the grant not be awarded. Discussion followed.
- 2. Pickleball Request-** Sutton asked McMahon to speak on the request. McMahon stated the club would like to use the basketball court as a temporary court. Group will yield to basketball players. They would like to use tape and some stencils for painting the corners. They have a portable net they can use. It will help with the amount of people that are waiting to play. Discussion about net storage. Pickleball group workout those

details. Fulton would like to approach a local company to help find funds for to put in more courts. There is a need for more courts.

Motion by McMahon, seconded by Fulton that the Parks and Rec Committee approve the Pickleball Club request to put in up to 2 temporary courts on the Lester Street basketball courts at the expense of the Pickleball Club.

All Ayes

Motion Carried.

- 3. Grills for Tierney Park-** They have been installed. Unfortunately, there was some miscommunication regrading the project and a local landscaping company installed them without the Village approval. Make sure the Village is involved in situations like these, so we are properly insured. In the future open communication is integral even when making a donation.
- 4. Harbor Development Committee-** Klaas stated that there was a meeting today (July 10, 2023) and he is impressed with the group. It is very organized. They welcome feedback from all groups. They would like to set up a meeting with each board to gather feedback. Parks is hoping to set their date for August 8, 2023 at 6pm with Edgewater.

#### **NEW BUSINESS:**

- 1. New Village Manager-** Sutton asked Irwin about the position. Irwin stated that Lori Fisher with Double Hall Solutions will be started on Monday, July 17, 2023. Everyone is excited to see the position filled.
- 2. Chairperson-** Sutton stated that she does not feel she is able to give the position the full attention that is needed. She would like someone else on the board to step in, but maintain her position on the board. Discussion on how the board is full, it would have to be a current member.
- 3. Parks and Rec Committee Rules-** Basic discussion on proper meeting etiquette. Discussion on a workshop to develop some by-laws. Fulton to work on By-Laws to present.

PUBLIC COMMENT-Doug Roehl stated the Planning Commission just worked on their By-Laws maybe the committee could find that useful.

**ADJOURNMENT:** Motion by Klaas, seconded by Fulton to adjourn: 6:33 pm.

All Ayes

Next Meeting- August 14, 2023 @ 6pm in the Village Hall.

Respectfully submitted, Michelle Irwin  
July 10, 2023

**VILLAGE OF LEXINGTON**  
**Planning Commission Public Hearing/Regular Meeting**  
**Village Hall**  
**7227 Huron Avenue, Lexington, MI**  
**July 5, 2023 7 p.m.**

**Public Hearing called to order at 7:00 p.m. by Chairman Ziegler**

- The purpose of the public hearing is to take comments on proposed amendments to the following sections of the Village Zoning Ordinances, Article 2 Definitions, Section 2.2 Dumpster; Article 6 Environmental Protection & Design Provisions, Section 6.2.9 Screening of Trash Containers, Section 6.10.1 Containers & Dumpsters.

**Public Comment:**

- Mike McGovern (7316 Simons) – commented after touring the Village and seeing the current dumpsters in town, he agreed with the original recommendation.

**Closed Public Hearing at 7:03 p.m. by Chairman Ziegler**

**Regular Meeting called to order at 7:03 p.m. by Chairman Ziegler**

**Roll Call:** Vicki Scott, Clerk

**Present:** Ziegler, Picot, Stencil, Roehl, Morris, Fulton, Huepenbecker, Kaatz

**Absent:** Regan

**Others Present:** D. Klaas, C. Heiden, C. Townley, Doug Gielow, C. Gielow, Orin Campbell, L. Adams, S. Klaas, M. McGovern, (2) citizens

**Approval of Agenda:**

Motion by Huepenbecker, seconded by Roehl, to approve the agenda as presented.

All ayes

Motion carried

**Approval of Minutes:**

Motion by Huepenbecker, seconded by Fulton, to approve the minutes of the Regular Meeting of June 5, 2023, as presented.

All ayes

Motion carried

Motion by Morris, seconded by Roehl, to approve the minutes of the Special Meeting of June 15, 2023, as presented.

All ayes

Motion carried

**Public Comment:** None

**Zoning Administrator's Report:**

Klaas explained the zoning administrator's report and answered questions.

Motion by Morris, seconded by Fulton, to approve the zoning administrator's report as presented.

All ayes

Motion carried

**Old Business:**

**1. Update on Gielow Project –**

Klaas explained that through communicating with Mr. Gielow to see where the project was at, Mr. Gielow stated there had been some changes in the drawings for their plans due to

unforeseen obstacles.

Klaas forwarded the new drawings to Chris Townley (our engineer), Chris Heiden (Utilities Manager), and the Planning Commission. Mr. Townley provided a list of questions and concerns regarding their changes.

Orin Campbell, Gielow's architect, explained the changes to the Commission and answered some of Mr. Townley's questions. Mr. Townley stated he looks forward to Mr. Campbell's revised details so we may take it to the next level of review. A lengthy discussion followed.

Orin Campbell said he planned to submit revised plans by the following Wednesday.

**2. Consider recommending to Council changes to the ordinance regarding Screening for Trash Containers –**

Motion by Morris, seconded by Fulton, to send the recommended changes on dumpsters to Council for approval.

Discussion: Huepenbecker stated she was against the change. It would be difficult for a business like Foley's to screen their dumpster, but we could add a section to our ordinance allowing businesses to apply for waivers, as is done in several other places. Kaatz stated in order for the zoning administrator to enforce this, it must be uniform for all.

Klaas explained if you remove it from the ordinance and add it to the code of ordinances, you will need a full-time zoning administrator to become the trash police. It will become an issue where I continually go out to determine if it is now a blight violation. Ziegler suggested only investigating it if you receive a complaint.

Roll Call:

Ayes – Morris, Fulton, Picot, Kaatz, Ziegler

Nays – Huepenbecker, Roehl

Abstain – Stencil

Motion carried

**3. Discuss RRC Visit by Katie Higgs, our MEDC consultant for RRC –**

Picot reported Katie Higgs offered to come out and let us know what form of technical support we need to help move us along with RRC progress. Kaatz suggested including the new Village Manager in this to bring her up to speed.

**4. Update by Ad Hoc Committee on RRC, Capital Improvement Plan, ZBA –**

Huepenbecker included the report in the packet. We are moving along on all of them. Kaatz took action on the CIP plan and RRC at the last Council meeting. Kaatz thanked Klaas for volunteering to assist with this.

**5. Update by Ad Hoc Committee on Trash Containers, Gielow Land Use, Solar Energy Ordinance –**

Ziegler explained the first two have been covered above. We have gathered some information but have not had a chance to meet on solar energy.

**6. Monthly Budget Report –**

Huepenbecker explained that we now have the Planning financials in our monthly packets.

**New Business:**

**1. Recommend to Council a fee of \$200 for Appeals to the ZBA**

Huepenbecker explained we did not have a cost for an appeal to the ZBA in our fee schedule. We had it for variances but not for appeals. Many other communities do have a

fee for appeals. The zoning administrator and I have discussed this and feel \$200 is a reasonable fee. There is a \$400 or \$500 fee for a variance. Morris is concerned this may take away appeal rights to some citizens who may not be able to afford this. Huepenbecker explained there are costs when the board convenes. Discussion followed. Huepenbecker will research other communities and bring this back next month. Kaatz suggested reviewing all the fees now before they go to Council in November.

**Public Comment**

- Mike McGovern (7316 Simons) – commented on the \$200 fee for appeals.
- Gil Orris (5113 Birch) – commented on the public not being able to comment during the Gielow project presentation, the smoke issue during Gielow's clearing phase, identifying who is speaking during the presentation, and how difficult it is to get information from the Village on the progress of Gielows.
- Robert Dost (7356 Lester) – asked about the location of the boardwalk that is to be constructed at the harbor.
- Dave Picot – commented the first zoom meeting for the harbor committee will be June 10, 2023.

**Adjournment** - Motion by Kaatz, seconded by Fulton, to adjourn at 8:36 p.m.

Respectfully submitted,  
Vicki Scott

**VILLAGE OF LEXINGTON COUNCIL GIVES NOTICE of  
MEETINGS TO BE HELD IN THE MONTH of  
SEPTEMBER  
2023**

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>
<b>ZBA &amp; PUBLIC HEARING</b>	<b>5</b>	<b>6 P.M.</b>
<b>TOWNHALL</b>	<b>6</b>	<b>6 P.M.</b>
<b>PLANNING COMMISSION</b>	<b>11</b>	<b>4 P.M.</b>
PARKS AND RECREATION	11	6 P.M.
DDA	13	5:30 P.M.
CEMETERY	13	10 A.M.
ENVIRONMENTAL COMMITTEE	14	10 A.M.
MOBILE HOME PARK – MHP CLUBHOUSE	14	6 P.M.
REGULAR COUNCIL	25	7 P.M.

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LEXINGTON NORTSHORES 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.

**Posted:**  
VAS08232023

The Lexington Arts Council  
*Cordially Invites You to*

# MAHALO NUI LOA

*2nd Annual Appreciation Party*

**Saturday, October 14, 2023**

**6:30 p.m.**

**Windjammer, Lexington**

Music by The Dave Bennett Quartet  
Live & Silent Auction & Raffle

One hundred twenty five dollars per person

**RSVP:** [www.lexington-arts.org](http://www.lexington-arts.org) or (810) 359-1880  
**by September 30<sup>th</sup>, 2023**

Attire – snappy casual

**Come celebrate with us as we present the**

From  
*Cantatas*  
to *Tangos,*  
hear his  
influence.

**20** *Bach* **23**  
**FESTIVAL**

*September*  
**14-17**

**St. Denis Church, Ave Maria Parish**  
5366 Main Street | Lexington, MI

**FOR TICKETS OR INFORMATION**

Visit [lexington-arts.org](http://lexington-arts.org)

Call 810-359-1880

Or stop by "Weekends" in  
Lexington or Port Huron



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20 *Bach* 23  
FESTIVAL