# NOTIFICATION OF MEETING DOWNTOWN DEVELOPMENT AUTHORITY REGULAR MEETING

**DATE OF MEETING:** Wednesday, November 13, 2024

**TIME OF MEETING:** 5:30 PM

### **MISSION STATEMENT**

To take the Village of Lexington's history into the future through preservation, restoration and promotion

### **CALL TO ORDER REGULAR MEETING:**

ROLL CALL: Adams, Bender, Bales, Kaatz, Westbrook, Drouillard, McGovern, Zysk, Diener

**ATTENDANCE:** 

**APPROVAL OF AGENDA** 

APPROVAL OF MINUTES - Motion to approve the October 16, 2024 minutes as presented.

**PUBLIC COMMENT -**

**REVIEW OF FINANCIAL INFORMATION** – Motion to approve the financials as presented.

### **UNFINISHED BUSINESS:**

- 1. Christmas Decorations Bender/Zysk/McGovern
- 2. Village Green Status & Next Steps McGovern

3.

### **NEW BUSINESS:**

- 1. Murals McGovern
- 2. Façade Grant (Matt McDonald 5520 Main St.) McGovern
- 3. MDA Conference Points of Interest McGovern/Fisher

4.

### **CORRESPONDENCE**

Historic Bell Information

PUBLIC COMMENT ADJOURNMENT

## VILLAGE OF LEXINGTON DOWNTOWN DEVELOPMENT AUTHORITY INFORMATIONAL/REGULAR MEETING

Village of Lexington – 7227 Huron Ave., Lexington, MI October 16, 2024

CALL TO ORDER INFORMATIONAL MEETING: 5:00 p.m.

PRESENT: Bender, Bales, Kaatz, Zysk, McGovern, (Adams @ 5:12 p.m.)

**ABSENT:** Westbrook, Drouillard, Diener **OTHERS PRESENT:** L. Fisher, V. Scott, P. Muoio

ATTENDANCE: Motion by McGovern, seconded by Bender, to excuse Westbrook, Drouillard, & Diener.

All Ayes

Motion carried

PURPOSE: To inform the public of goals and direction of the Authority, including upcoming projects.

McGovern provided a power point presentation and a synopsis of the DDA. McGovern discussed some of the activities over the last year including; updates on the new social district, manage the streetscape improvements, seasonal flowers, holiday light pole decorations, and providing façade grant improvements. McGovern discussed the upcoming Harbor Redevelopment project.

\*\*L. Adams arrived @ 5:12 p.m.\*\*

**PUBLIC COMMENT: None** 

**CLOSE INFORMATIONAL MEETING: 5:18 pm.** 

CALL TO ORDER: Chairperson McGovern called the meeting to order at 5:18 pm.

**ROLL CALL:** by Vicki Scott

PRESENT: Adams, Bender, Bales, Kaatz, Zysk, McGovern

ABSENT: Westbrook, Drouillard, Diener

**OTHERS PRESENT:** P. Muoio

ATTENDANCE: Motion by McGovern, seconded by Bender, to excuse Westbrook, Drouillard, & Diener.

All Ayes

Motion carried

### **APPROVAL OF AGENDA:**

**MOTION** by Bales, seconded by Bender, to approve the agenda as amended adding #4 and #5 under New Business (#4 Appointment of a Representative to Tierney Park Renovation & #5 Purchase Candy).

All Ayes

**Motion Carried** 

### **APPROVAL OF MINUTES:**

MOTION by Bender, seconded by Adams, to approve the September 11, 2024 minutes as presented.

All Ayes

**Motion Carried** 

**PUBLIC COMMENT: None** 

**REVIEW OF FINANCIAL INFORMATION: -** Bales explained the financial reports and answered questions. Discussion on adding Social District general ledger numbers.

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

Roll Call:

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

Nays: None Motion Carried

### **UNFINISHED BUSINESS:**

- Harbor Update Fisher explained the DNR part of the project is expected to start September 2026. The
  amphitheater will be funded. The older trees that are coming down will be utilized for part of the playground.
  The Army Corp of Engineers project is expected to begin early summer of 2025. Discussion followed on the DNR
  funding.
- 2. Christmas Decorations & RFP McGovern explained we received 2 bids, one from Croswell Greenhouse for the pots, and one from Hill Tree Services for installing lights on poles and businesses. McGovern opened both bids. Croswell Greenhouse provided a quote for 34 planters, same as last year, with boughs, pine cones, and festive decorations for a total amount of \$4,760.00. Hill Tree Service provided a quote to install garland & lights on poles, lights on buildings, and replace all old-style lights with new lights for a total amount of \$8,300.00. Discussion followed. Mickey Bender received quotes for the Garland. Western Tree Farm quoted 850 ft. of garland for a total of \$907.80. Centennial Pines quoted 800 ft. of garland for a total of \$1,100.00. Croswell Greenhouse and Lexington Gardens did not provide a quote this year. Discussion followed.

**MOTION** by McGovern, seconded by Bender, to accept the quote from Croswell Greenhouse for the pots in the amount of \$4,760.00.

Roll Call:

Ayes: McGovern, Bender, Kaatz, Zysk, Adams

Nays: None Abstain: Bales Motion carried

**MOTION** by Bender, seconded by Zysk, to approve the quote from Western Tree Farm for the garland in the amount of \$907.80.

Roll Call:

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

Nays: None Motion carried

Board asked for point of clarification from Joseph Hill regarding the lights.

**MOTION** by Bender, seconded by Bales, to have Hill Tree Service install and maintain the garland and lights not to exceed \$9,000.00.

Discussion: Quote includes the Christmas Tree. Bender will work with Hill Tree Service on what lights to use.

Roll Call:

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

Nays: None Motion carried 3. Christmas Tree Lighting Budget -

**MOTION** by Kaatz, seconded by Zysk, to approve a budget for the tree lighting expenses not to exceed \$2,500.00. Roll Call:

Ayes - Kaatz, Zysk, Adams, Bender, Bales, McGovern

Nays - None

Motion carried

- 4. Village Green Lease Status & Next Steps McGovern explained the owner is still reviewing the lease.
- 5. **Fall Decorations** McGovern stated the decorations look great in town. Thanks to Mickey Bender for donating the corn stalks.

#### **NEW BUSINESS:**

- 1. Parcel Development within DDA Boundary McGovern briefly discussed the 3 lots the church owns.
- 2. MDA Annual Conference McGovern explained this is a great conference to attend. Lori Fisher is interested in attending. McGovern is unable to attend the entire conference but is interested in attending a portion of it.
  MOTION by Kaatz, seconded by Bender, to approve the MDA annual conference for a budget not to exceed \$2,000.00 for the time with hotel, food, expenses, etc. to be reimbursed upon receipts of those expenses.

Roll Call:

Ayes: Kaatz, Bender, Bales, Zysk, Adams

Nays: None

Abstain: McGovern Motion Carried

- 3. Capital Improvement Plan Fisher explained security cameras downtown may be something for the Board to consider adding to their CIP plan, especially after the renovations at Tierney Park area. Kaatz suggested adding light poles to the north end of town. Board agreed to have an update next month.
- 4. Appoint Representative to Tierney Park Renovation Committee -

**MOTION** by Bender, seconded by Kaatz, to appoint Sue Diener and Mike McGovern to Tierney Park Renovation Planning Committee.

All Ayes

**Motion Carried** 

5. **Purchase Halloween Candy** – McGovern explained this was a success last year handing out candy to the Meyer School kids downtown. Any left-over candy was used for the Christmas tree lighting.

**MOTION** by Bales, seconded by Adams, to approve up to \$500.00 for the purchase of candy for Halloween and other events if there is any left to be purchased by Mickey or Lori.

Roll Call:

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

Nays: None Motion Carried

**CORRESPONDENCE:** None

### **PUBLIC COMMENT:**

Peter Muoio commented on the signs regarding the security cameras.

ADJOURNMENT: McGovern adjourned the meeting at 6:12 p.m.

Respectfully submitted, Vicki Scott

11/01/2024 02:52 PM User: SHELLY

DB: Village Of Lexi

# REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON

PERIOD ENDING 10/31/2024

YTD BALANCE

ACTIVITY FOR

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Page:

USED BDGI 91.95 57.74 0.00 100.00 100.00 52.21 163.07 0.00 29.02 29.02 76.29 76.29 oyo 10/31/2024 0.00 175.00 5,530.00 5,220.82 1,630.66 0.00 89,188.88 60,242.09 10,000.00 NORMAL (ABNORMAL) 14,338.41 00.00 161,987.45 161,987.45 00.00 57,799.83 57,799.83 MONTH 10/31/2024 INCREASE (DECREASE) 23,824.96 0.00 0.00 0.00 1,501.21 0.00 2,825.42 2,076.16 157.19 11.45 250.31 242.26 550.31 442.26 50.00 0.00 0.00 0.00 0.00 1,630.00 0.00 0.00 0.00 1,520.00 1,520.00 1,520.00 3,063.64 3,063.64 0.00 25,326.17 15,597.38 15,597.38 2024-25 AMENDED BUDGET 96,992.00 104,341.00 0.00 0.00 10,000.00 1,000.00 1,000.00 33,905.00 25,000.00 1,963.00 150.00 900.00 5,400.00 280.00 20,000.00 10,000.00 1,000.00 500.00 10,000.00 500.00 15,000.00 15,000.00 0.00 15,000.00 40,000.00 00.00 0.00 199,200.00 2,402.00 212,333.00 199,200.00 2024-25 ORIGINAL 96,992.00 104,341.00 0.00 0.00 10,000.00 1,000.00 0.00 BUDGET 33,905.00
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115,000.00 15,000.00 40,000.00 0.00 212,333.00 199,200.00 212,333.00 199,200.00 TRANSFER IN OPEN ACCOUNT TRASFER IN FROM GENERAL FUND FOR CAPITA SPONSORSHIP - JULY 4TH FIRE WORKS LANDSCAPING MAINTENANCE DDA SERVICE PROVIDED BY VILLAGE ADMINISTRATIVE REIMBURSEMENT COMPUTER-HARDWARE-SOFTWARE DPW-WATER WAGES OVERTIME FROM VILLAGE DDA TAXES FROM TOWNSHIP MATCH - SOCIAL SECURITY ADVERT/PUBLICATIONS EDUCATION AND TRAINING MEMBERSHIP/DUES PHONE/INTERNET EXPENSE Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY MISC ACCT OF REVENUE AXA EQUITABLE MATCH CONTRACTED SERVICES DPW EQUIPMENT VILLAGE GREEN RENT Total Dept 248 - \*\*\*\*DDA EXPENSES\*\*\*\* \*\*\*\*DDA EXPENSES\*\*\* INTEREST EARNED MICH EMP SEC COM CHRISTMAS SUPPLY INTERNET REVENUE LIFE INSURANCE CAPITAL OUTLAY MISCELLEANOUS DESCRIPTION EXPENSES \* \* \* \* EXPENSES\*\*\* PARADE FEE BLUE CROSS DDA TAXES DONATIONS DDA GRANT DPW WAGES DONATION SUPPLIES MILEAGE PENSION AUDIT LEGAL MUSIC Dept 248 - \*\*\*\*DDA - \*\*\*\*DDA TOTAL EXPENDITURES 248-248-402.600 248-248-642.000 248-248-642.000 248-248-642.002 248-248-642.003 248-248-665.000 248-248-665.000 248-248-699.000 248-248-699.000 1 248-248-861.000 248-248-880.100 248-248-909.500 248-248-915.000 248-248-934.000 248-248-937.100 248-248-940.700 248-248-779.000 248-248-797.000 248-248-802.000 248-248-402.500 248-248-699.940 248-248-702,600 348-248-709.100 348-248-710.500 248-248-713.650 248-248-715.400 248-248-719.200 248-248-724.300 248-248-752.000 48-248-802.200 48-248-811.000 :48-248-850.000 48-248-852,100 48-248-940.800 48-248-955.000 :48-248-956.200 248-248-716.401 :48-248-967.000 248-248-977.000 Total Dept 248 TOTAL REVENUES Expenditures GL NUMBER Revenues Dept 248

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REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON

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PERIOD ENDING 10/31/2024

% BDGT USED YTD BALANCE 10/31/2024 NORMAL (ABNORMAL) ACTIVITY FOR MONTH 10/31/2024 INCREASE (DECREASE) 2024-25 AMENDED BUDGET 2024-25 ORIGINAL BUDGET DESCRIPTION GL NUMBER

76.29 793.33 161,987.45 57,799.83 104,187.62 25,326.17 15,597.38 9,728.79 212,333.00 199,200.00 13,133.00 212,333.00 199,200.00 13,133.00 Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY: TOTAL REVENUES TOTAL EXPENDITURES Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY NET OF REVENUES & EXPENDITURES

User: SHELLY

Page:

GL ACTIVITY REPORT FOR VILLAGE OF LEXINGTON TRANSACTIONS FROM 10/01/2024 TO 10/31/2024

DB: Village Of Lexington

Date JNL Type Description Reference # Debits Credits Balance Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY 10/01/2024 248-248-699.940 ADMINISTRATIVE REIMBURSEMENT BEG. BALANCE 8,476.26 10/31/2024 11,301.68 ADMIN. REIMBURSEMENT 10/31/24 2,825.42 10/31/2024 248-248-699.940 END BALANCE 2,825.42 0.00 11,301.68 10/01/2024 248-248-702.600 DPW WAGES BEG. BALANCE 7,340.65 10/02/2024 PR CHK SUMMARY PR 10/02/2024 566.39 7,907.04 10/09/2024 SUMMARY PR 10/09/2024 PR CHK 326.89 8,233.93 10/16/2024 CHK SUMMARY PR 10/16/2024 PR 672.69 8,906.62 10/23/2024 PR CHK SUMMARY PR 10/23/2024 169.45 9,076.07 SUMMARY PR 10/30/2024 10/30/2024 PR CHK 340.74 9,416.81 248-248-702-600 END BALANCE 2,076.16 10/31/2024 0.00 9,416.81 10/01/2024 248-248-709.100 MATCH - SOCIAL SECURITY BEG. BALANCE 651.88 10/02/2024 SUMMARY PR 10/02/2024 SUMMARY PR 10/09/2024 PR CHK 42.95 694.83 10/09/2024 PR CHK 24.93 719.76 10/16/2024 PR CHK SUMMARY PR 10/16/2024 51.01 770.77 10/23/2024 SUMMARY PR 10/23/2024 PR CHK 12.93 783.70 SUMMARY PR 10/30/2024 10/30/2024 CHK 26.08 809.78 248-248-709.100 10/31/2024 END BALANCE 157.90 0.00 809.78 10/01/2024 248-248-710.500 MICH EMP SEC COM BEG. BALANCE 71.76 10/02/2024 CHK SUMMARY PR 10/02/2024 3.26 75.02 10/09/2024 CHK SUMMARY PR 10/09/2024 78.83 82.36 3.81 10/16/2024 SUMMARY PR 10/16/2024 PR CHK 3.53 10/23/2024 PR CHK SUMMARY PR 10/23/2024 1.91 84.27 10/30/2024 PR CHK SUMMARY PR 10/30/2024 3.00 248-248-710.500 END BALANCE 87.27 10/31/2024 15.51 0.00 10/01/2024 248-248-713.650 DPW-WATER WAGES OVERTIME BEG. BALANCE 1,232.92 10/31/2024 248-248-713 650 END BALANCE 0.00 0.00 1,232.92 10/01/2024 248-248-715.400 PENSION BEG. BALANCE 781.79 10/02/2024 PR CHK SUMMARY PR 10/02/2024 793.24 11.45 10/31/2024 248-248-715.400 END BALANCE 0.00 793.24 11.45 10/01/2024 248-248-716.401 AXA EQUITABLE MATCH BEG. BALANCE 244.42 10/02/2024 CHK SUMMARY PR 10/02/2024 PR 18.78 263.20 10/09/2024 PR CHK SUMMARY PR 10/09/2024 3.53 266.73 SUMMARY PR 10/16/2024 10/16/2024 PR CHK 20.62 287.35 SUMMARY PR 10/23/2024 10/23/2024 PR CHK 1.53 288.88 SUMMARY PR 10/30/2024 10/30/2024 PR CHK 5.85 294.73 10/31/2024 248-248-716.401 END BALANCE 0.00 50.31 294.73 10/01/2024 248-248-719,200 BLUE CROSS BEG. BALANCE 1,068.51 SUMMARY PR 10/02/2024 SUMMARY PR 10/09/2024 10/02/2024 PR CHK 105 23 1,173.74 10/09/2024 PR CHK 19.56 1,193.30 10/16/2024 PR CHK SUMMARY PR 10/16/2024 118.21 1,311.51 10/23/2024 SUMMARY PR 10/23/2024 6.73 1,318.24 10/31/2024 248-248-719.200 END BALANCE 249.73 0.00 1,318.24 10/01/2024 248-248-724.300 LIFE INSURANCE BEG. BALANCE 10/02/2024 AP INV OCT LIF INSURANCE 211968327646 21.13 84.58 10/30/2024 AP 21.13 INV LIFE INSRANCE 211963366878 105.71 10/31/2024 248-248-724.300 END BALANCE 42.26 0.00 105.71 10/01/2024 248-248-752.000 SUPPLIES BEG. BALANCE 3,206.04 8685 8660 55.00 10/30/2024 AP TNV CLEANER, GLOVES ND TRASH BAGS 248-248-752.000 3,261.04 10/31/2024 END BALANCE 55.00 0.00 3,261.04 10/01/2024 248-248-802.200 CONTRACTED SERVICES BEG. BALANCE 1,250.00 STORAGE NOV 24 TO AP 25 10/16/2024 AP INV NOVE 24- AP25 480.00 1,730.00 3435 36 37 38 39 2,830.00 10/24/2024 AP INV PORTA POTTY DDA 1,100.00 DDA MTG OCT 16 2024 10/24/2024 AP TNV DDA MTG 10-16-24 50.00 2,880.00 248-248-802.200 1,630.00 10/31/2024 END BALANCE 0.00 2.880.00 10/01/2024 248-248-811.000 LEGAL BEG. BALANCE 90.00 10/31/2024 248-248-811.000 END BALANCE 0.00 0.00 90.00 10/01/2024 248-248-915.000 MEMBERSHIP/DUES BEG. BALANCE 0.00 10/02/2024 AP INV MEMBERSHIP DUES 3598 350.00 350.00 10/31/2024 248-248-915.000 END BALANCE 350.00 0.00 350.00 10/01/2024 248-248-934.000 LANDSCAPING MAINTENANCE BEG. BALANCE 0.00 3454 1,520.00 10/16/2024 AP INV FALL FLOWERS 1,520.00 10/31/2024 248-248-934.000 END BALANCE 1,520.00 0.00 1,520.00 10/01/2024 248-248-940.700 DPW EQUIPMENT BEG. BALANCE 11,274.77 10/31/2024 GJ JE DPW EQUIPMENT REIMBURSEMENT10/31/24 3172 3,063.64 14,338.41

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### GL ACTIVITY REPORT FOR VILLAGE OF LEXINGTON

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User: SHELLY TRANSACTIONS FROM 10/01/2024 TO 10/31/2024

DB: Village Of Lexington Date JNL Type Description Reference # Debits Credits Balance **248-248-940.700 DPW EQUIPMENT** 248-248-940.700 (Continued) 10/31/2024 END BALANCE 3,063.64 0.00 14,338.41 6,450.00 10,000.00 10,000.00 **248-248-967.000 DDA GRANT**BALANCE OF GRANT 2024
248-248-967.000 10/01/2024 BEG. BALANCE 10/16/2024 AP 10/31/2024 DDA GRANT 2024 END BALANCE INV 3,550.00 3,550.00 0.00 TOTAL FOR FUND 248 DOWNTOWN DEVELOPMENT AUTHORITY 15,597.38 57,799.83

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BALANCE SHEET FOR VILLAGE OF LEXINGTON Period Ending 10/31/2024

User: SHELLY DB: Village Of Lexi

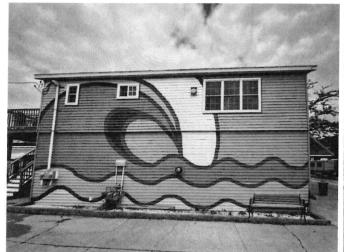
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number		Description	Balance	
*** Ass	sets ***			
248-000-001.1 248-000-017.0 248-000-017.1 248-000-018.1 248-000-076.0 248-000-123.0	00 00 00 01	EASTERN MICHIGAN BANK INVESTMENTS IN SECURITIES GOV MIC POOLED INVESTMENT ACCOUNT GOV.MIC ACCOUNTS RECEIVABLE DUE FROM LEX TOWNSHIP PREPAID EXPENSES	107,062.93 0.00 389,933.96 0.00 0.00	
Total Assets		496,996.89		
*** Lia	abilities ***			
248-000-202.00 248-000-257.10		ACCOUNTS PAYABLE ACCRUED WAGES	540.00	
Total Liabilities		540.00		
*** Fun	nd Balance ***			
248-000-390.00	00	FUND BALANCE ACCOUNT	303,989.55	
Total Fund Balance		303,989.55		
Beginning Fund Balance - 23-24		303,543.55		
	*23-24 End FB Net of Revenu Ending Fund B	es VS Expenditures - Current Year	88,279.72 392,269.27 104,187.62 496,456.89 496,996.89	

<sup>\*</sup> Year Not Closed

For Mural Discussion.

We will show more on the projector – in color.

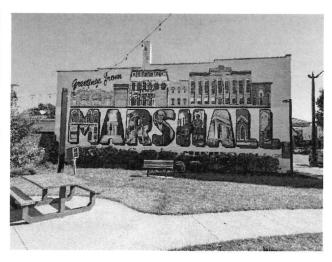












### Correspondence:

Just a quick update on the Historic Fire Bell

We got the bell weighed and results are below (900lbs is Bell weight)

Started effort to determine how to clean it up and reinstall.

Current goal is to make it able to ring. We tested hitting the bell with its original clapper and it sounded wonderful.

Some funds have been raised by individuals in the community. More fundraising is needed. McGovern to pursue.

Legal work to ensure that Village always retains ownership of the bell regardless of where it is; underway – no charge to Village or DDA.

### LEXINGTON DOWNTOWN DEVELOPMENT AUTHORITY

# NOV 0 7 2024

### FACADE IMPROVEMENT PROGRAM APPLICATION

\*ALL APPLICANTS ARE ADVISED TO REVIEW THE DDA FAÇADE IMPROVEMENT PROGRAM POLICY AS IT IS DIRECTLY APPLICABLE TO THE FOLLOWING APPLICATION

Information and Attachments
1. Name of Applicant: Matt McDonald
2. Address of Applicant: 3153 Babcock Lexington MI 48450
3. Phone Number: 313 218 5231
4. Property Owner: M3R Lex LLC
5. Phone Number of Property Owner(s): 313 218 5231
6. (a) Property Address: 5520 Main St
(b) Property Parcel ID Number: 152-320-000-057-00
7. Describe the Project (attach additional pages if needed): We are incorporating a mural on the side of the building to advertise the beauty of Lexington to make a known spot for tour, st to take photos and a spread the word about Lexington. Ability to QR code to animate and engage Visitors on a high level.
8. (a) Proposed Project Start Date:
(b) Proposed Project End Date:
9. Describe how the Project meets the purposes of the Façade Improvement Program:  This projects purpose is to enhance the  clountown appeal.
Attach two (2) written cost estimates, with breakdowns of the cost by category.
11. Attach a copy of the deed to the property.
12. Attach a written statement from the property owner indicating that he/she approves of the project.
13. Describe any conditions of blight existing at the property:

14. Attach a statement from the Village of Lexington/Lexington Township's Assessor's office indicating that all personal and real property taxes on the property are paid up to date, and that all payments of special assessments are current. 15. If the applicant is a business entity, attach evidence that it is currently in good standing. 16. Describe long-lasting improvements made by the project: The effects of this Droject will last long after the paint dries. This will become a stuple of Lennyton and homage to our beautiful (ommunty) Certifications. By signing this application, the Applicant(s) certifies that this project complies with, and shall continue to comply with, all Village of Lexington regulations, codes and ordinances. By signing this application, the Applicant(s) certifies that he/she has read and understands the conditions of the Façade Improvement Program and agrees to its terms, conditions, policies and guidelines. By signing this application, the Applicant(s) agrees that this Application, along with the terms and conditions set forth in the Façade Improvement Program terms, conditions, policies and guidelines, shall become a binding on the applicant and property owner.

The applicant(s) certifies that this application does not obligate the Village of Lexington or the Lexington Downtown Development Authority to provide the applicant with any money until such time that the application is approved by the DDA Board.

The applicant(s) understands that any financial assistance provided by the DDA or the Village of Lexington shall be limited to the amount granted by the DDA under the Façade Improvement Program.

The applicant(s) certifies that if the property is sold within three (3) years of the façade grant being awarded will result in the façade grant being forfeited and the applicant(s) must reimburse the DDA the full amount of the façade monies granted.

By signing this application, the Applicant(s) certifies that the information is true and accurate to the best of his/her knowledge as of the date of the application.

APPLICANT(S)	
DATE: 11-7-24	Mary Mary
	PRINT NAME: Matt McDonald TITLE:
DATE:	
	PRINT NAME:
	TITLE:

STATE OF MICHIGAN) ) ss
COUNTY OF SANITAC
On this 7th day of November, 2004, before me a Notary Public in and for said County and State, appeared mathew medocale, to me personally known, who, being by me sworn, did say that he/she is the Applicant submitting this Application, together with all its attachments.
Vicki A. Scott  otary Public, Sanilac County, Michigan y Commission Expires Dec 1, 2027  My Commission Expires: 12-1-27 Acting in Sanilac County
THIS SECTION FOR DDA USE ONLY
Notes:
DDA Recommendations:
Grant Approved By DDA Board: Yes No
Maximum Amount of Grant Awarded: \$

.



### LEXINGTON DOWNTOWN DEVELOPMENT AUTHORITY FACADE IMPROVEMENT PROGRAM POLICY

### ARTICLE I

The Lexington DDA was created to promote and enhance the commercial core of the community, to preserve public investment and to improve the viability of businesses within the DDA district.

This facade improvement program establishes criteria and procedures for evaluating facade improvement proposals requesting the use of DDA Facade Improvement Program funding. The criteria set forth herein should be considered guidelines for preparing an application only; compliance with the criteria does not guarantee approval of a request for DDA Facade Improvement Program funding. Development projects supported by the policy are anticipated to be ones that make permanent or long-lasting improvements to the aesthetic conditions of the district.

### ARTICLE II

### **PURPOSES**

The DDA recognizes the following purposes for the use of DDA Facade Improvement Program funding towards facade improvements:

- 1. To encourage the redevelopment of deteriorate d or otherwise blighted real property and to stimulate economic development in the downtown district by assisting projects which promote long-term economic growth and diversity in the downtown district.
- 2. To stimulate increased private investment in areas that would have otherwise remained undeveloped or underdeveloped and which will in the long term provide a significant source of additional tax revenues to all taxing entities.

Proposal Date: November 2, 2024 (Proposal is valid for 30 days)

# MURAL PROPOSAL CONTRACT for M & R Lex LLC



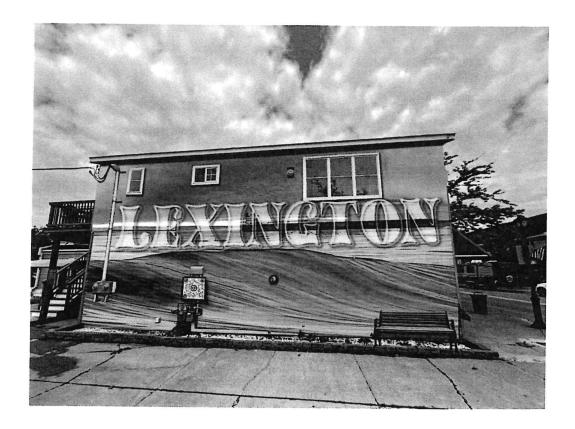
### Presented to:

Client Name
David Rickerman / Matt Mcdonald
M & R Lex LLC
5520 Main St. Lexington, MI 48450



### Presented By:

Ryan DeMattio DEMATTIO ARTS LLC 663 Pemberton Grosse Pointe Park, MI 48230



### **OVERVIEW**

Client wishes to enhance their space with original artwork in the form of a wall mural painted by Ryan DeMattio (Artist).

Wall to be painted is outdoors and is sized 24' x 50' (1200 Square Feet). The mural wall will be cleaned & paint-ready, prepared with pressure washing by artist.

Artist will strategically plan, design and paint (Artwork) in the theme of Lexington wave idea from customer.

### PROJECT SCOPE OF WORK

Artist will provide (included in price):

- Art direction and strategy that articulates Client's desired theme
- Sketch process between Artist and Client, for Client approval prior to painting. Up to three (3) sketch changes made by client are included. (Changes beyond three sketches will incur an additional \$200/sketch fee)
- Mural painting on location
- All Painting Materials
- Salary/Expense of assistant(s) if applicable
- Rental of scaffolding/lift, if applicable
- Artist Travel Expenses

Artist does not include in this proposal:

- Unplanned complex painting design changes made by Client which requires additional mural work
- Liability insurance
- Local or state fees or licensing
- Unforeseen additional work due to adverse conditions on surface that may require extraneous labor
- Artist would not be responsible should vandalism or an Act of God impede upon process, production or final product

### PRICING

Entire project as described in this proposal priced at \$23,500

A non-refundable installment payment of  $\S500$  is required to begin the sketch process and produce the color rendering.

A second installment payment of \$11,500 is required to schedule the painting and order supplies.

Final payment of \$11,500 is due no later than the last day of mural painting.

Any late payments shall incur a \$25 per week late fee.

Payment shall be made to: DEMATTIO ARTS LLC, by check or cash

Pricing is based on the details provided in this proposal. Should the project scope expand or change while in process, additional pricing will apply.

### **NEXT STEPS**:

To proceed to the Sketch phase, next steps are:

- Client accepts by signing this Agreement and emailing to ryandemattio 1 1@gmail.com
- Submit installment payment of \$500

### PROPOSED TIMELINE

Our estimated timeline for this project is as follows:

Phase	Activities	Completion
Sketch Process	Artist researches, strategizes best layout. Creates rough sketches, submits for Client feedback, creates new sketches until final is approved by Client	Winter 2024
Painting Process	After Client approves final sketch and pays 2 <sup>nd</sup> installment, a date will be determined; Artist proceeds to paint mural	Approximately 2 weeks, weather permitting in spring 2025

### **TERMS AND CONDITIONS:**

### ARTIST REPRESENTATION:

Artist represents to Client that Artist will be the sole creator of the Artwork and sole owner of the copyrights and that the Artwork does not infringe upon any statutory copyright or any other right whatsoever.

### COPYRIGHTS AND COPYRIGHT NOTICE:

Artist retains copyrights to Artwork and all reproduction rights. Printed articles and/or online platforms showing the Artwork shall legibly indicate artist's copyright notice: "Artwork © DEMATTIO ARTS."

### **EARLY TERMINATION/KILL FEE/ACT OF GOD:**

Installment payments are non-refundable.

In the event Client terminates the Artwork project after Artist has completed 50% of the Artwork, a Kill Fee of 75% of the remaining amount due of the total price is due upon termination.

Artist would not be responsible should vandalism or an Act of God impede upon the project.

### LIABILITY:

Artist agrees to keep public safety in mind during the painting of the mural. However, Artist assumes no liability for incidents that occur on Client property before, during or after the process of painting the mural.

Client is responsible to secure any required government agency approval for mural, if applicable.

Ryan DeMattio 11/2/24 Lake Effect Mural Project			
ACCEPTANC	CE OF PROPOSAL		
Client:	M & R Lex LLC		
Contact:	David Rickerman		
Date:	11/2/2024		
Project:	Wall Mural		
DESCRIPTON	OF SERVICES		
Wall mural o	at Client's location, as described in this proposal		
METHOD OF I	PAYMENT		
A non-refun the color re	ndable installment payment of \$500 is required to begin the sketch process and produce ndering.		
A second in	stallment payment of \$11,500 is required to schedule the painting and order supplies.		
Final payme	ent of \$11,500 is due no later than the last day of the mural painting.		
Payment sha or Cash. Tax	ll be made to DEMATTIO ARTS LLC 663 Pemberton, Grosse Pointe Park, Michigan 48230, by Check ID# 99-2851676		
PROPOSAL AI	ND TERMS ACCEPTED BY:		

PROPOSAL AND TERMS ACCEPTED BY:		
Client	Date	<del></del>
PROPOSAL AND TERMS ACCEPTED BY:		
Artist	Date	

Other options...

### Overlay vinyl matrix for windows

- \*some additional cost
- o Allows mural image to be visually unbroken by building structures (windows)

### Brand XR virtual reality enhancement

- o Ability with QR code to animate and engage visitors on a higher level
- o Ability to further point customers to sister business location downtown Lexington
- o Next level uniqueness!
- o Approximately \$5k in additional cost
- o Approximately 4 weeks production



SANILAC COUNTY SEPTEMBER 10. 2019 RECEIPT #98481 MICHIGAN S
REAL ESTATE
TRANSPER JAX STRMP

\$ 220.00-C0 \$ 1500.00-ST STAMP # 19010



LIBER 1414

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2819 SEP 10 PH 2: 18



RECEIVED FOR RECORD MICHELE VANNORMAN, REGISTER OF DEEDS SANILAC COUNTY, MICHIGAN 09/10/2019 2:27:48 PM

### **WARRANTY DEED**

KNOW ALL PERSONS BY THESE PRESENTS: That Wayne E. Meyers and David Meyers, as joint tenants with full rights of survivorship

whose address is 2416 E Sanilac Rd Carsonville, MI 48419

Convey(s) and Warrant(s) to M & R Lex L.L.C.

whose address is 19960 Wedgewood Drive, Grosse Pointe Woods, MI 48236 the following described premises situated in the Village of Lexington, County of Sanilac, and State of Michigan to-wit:

The North one-half of Lot 57, excepting the West 27 feet thereof, Commisioner's Plat in partition in the Estate of Samuel W. Munro, according to the plat thereof recorded in Liber 5 of plats page 84, Sanilac County Records.

Commonly known as: 5520 Main St, Lexington, MI 48450

Tax Parcel # 152-320-000-057-00

for the consideration of: Two Hundred Thousand and 00/100 Dollars (\$200,000.00)

subject to easement, use, building, and other restrictions of record, if any.

Dated: September 05, 2019

Signed and Sealed:

Wayne E. Mayers

David Meyers, by Wayne E.Meyers,

his Attorney in Fact

Cottoney-in-tact for David Meyers

I hereby certify that I have searched the records in my office relating to the description of the lands in the within instrument and from such examination it appears that the real property taxes have been fully paid for the five years preceding the date of this instrument. This certification does not include taxes, if any, now in the process of collection by the City, Village\_or Township Treasurer.

ANILAC COUNTY TREASURER

BY: Kudin Bow

LIBER 1414 PAGE 234

(Warranty Deed (page 2) dated: September 05, 2019 between Wayne E. Meyers, David Meyers, Seller(s) and M & R Lex L.L.C., Purchaser(s).)

### STATE OF MICHIGAN

### **COUNTY OF Sanilac**

The foregoing instrument was acknowledged before me on September 05, 2019, by Wayne E. Meyers, David Meyers.

Notary Signature:

Notary Name Printed:

Notary County, Michigan Acting in Secounty

My commission expires: つ、3、23

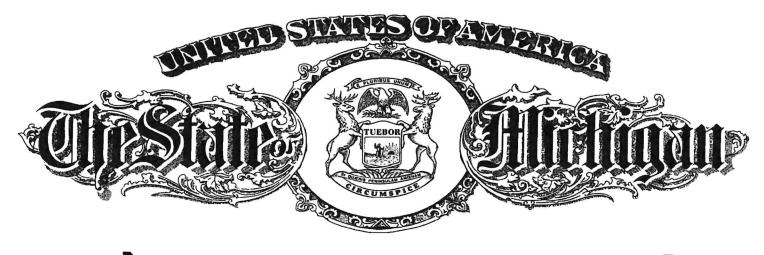
A. WHALING, Notary Public

State of Michigan, County of St. Clair

My commission expires July 3, 2023 Acting in the County of Sami-

File No. 268875MAR

Drafted by:	Return to:	
Wayne E. Meyers 2416 E Sanilac Rd Carsonville, MI 48419	M & R Lex L.L.C. 19960 Wedgewood Drive Grosse Pointe Woods, MI 48236	
County Treasurer's Certificate	City Treasurer's Certificate	



### Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

M & R LEX L.L.C.

was validly authorized on July 31, 2019, as a Michigan DOMESTIC LIMITED LIABILITY COMPANY and said limited liability company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 24110046008

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 4th day of November, 2024.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

11/07/2024 11:17 AM

152-320-000-057-00 Property Address: 5520 MAIN M & R LEX LLC 19980 WEDGEWOOD DR GROSSE POINTE WOODS MI 48236

2023	118,226 118,226 129,900 129,900 0.0000 76080	1,199.82 0.00 1,199.82 07/10/2023 00000117 3,506.95 0.00 3,506.95 01/31/2024	1,276.52 0.00 1,276.52 07/10/2023 00000063
2024	106,900 106,900 106,900 0.0000 76080	1,084.79 0.00 1,084.79 09/03/2024 00001385 0.00 0.00	1,131.59 0.00 1,131.59 09/03/2024 00000574
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History Info Printout FOR LEXINGTON TOWNSHIP

Page: 1/1 DB: 2024 Lexington Township

TAX HISTORY