# NOTIFICATION OF MEETING DOWNTOWN DEVELOPMENT AUTHORITY REGULAR MEETING

DATE OF MEETING:

Wednesday, March 12, 2025

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: Bender, Bales, Kaatz, Westbrook, McGovern, Zysk, Diener, DeCoster

ATTENDANCE:

**APPROVAL OF AGENDA** 

APPROVAL OF MINUTES - Motion to approve the February 12, 2025 minutes as presented.

**PUBLIC COMMENT -**

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

# **UNFINISHED BUSINESS:**

- 1.
- 2.
- 3.

# **NEW BUSINESS:**

- 1. Thumbfest Support McGovern
- 2. Village Green Project Plan & Budget Presentation McGovern
- 3. MDA Conference Insights on Fundraising & Events McGovern
  - a. Organizational Structures
  - b. Financial Management
- 4. Harbor Update Fisher
- 5. DTE Contract Purchase Agreement Fisher
- 6. RFP for Village Green (Leveling, Grading, & Fill) McGovern

CORRESPONDENCE – Thank you from Lexington Arts Council PUBLIC COMMENT
ADJOURNMENT

# VILLAGE OF LEXINGTON DOWNTOWN DEVELOPMENT AUTHORITY REGULAR MEETING

# Village of Lexington – 7227 Huron Ave., Lexington, MI

February 12, 2025

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

**ROLL CALL:** by Vicki Scott

PRESENT: Bender, Kaatz, Westbrook, McGovern, Diener, DeCoster

ABSENT: Bales, Zysk

OTHERS PRESENT: L. Adams, D. Roehl

ATTENDANCE: Motion by McGovern, seconded by Bender, to excuse Bales, and Zysk.

All Ayes Motion carried

### APPROVAL OF AGENDA:

**MOTION** by DeCoster, seconded by Kaatz, to approve the agenda as presented.

All Ayes

Motion carried

### **APPROVAL OF MINUTES:**

MOTION by Kaatz, seconded by DeCoster, to approve the December 11, 2024 minutes as presented.

All Ayes

Motion carried

**PUBLIC COMMENT: None** 

**REVIEW OF FINANCIAL INFORMATION:** - McGovern explained the financial reports and answered questions.

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

Roll Call:

Ayes: Kaatz, McGovern, Westbrook, Bender, Diener, DeCoster

Nays: None Motion carried

### **UNFINISHED BUSINESS:**

1. **Summer & Fall Flower RFP –** McGovern explained only one RFP came in. This RFP was from Croswell Greenhouse in the amount of \$8,750.00 for summer flowers.

**MOTION** by Bender, seconded by DeCoster, to approve the Croswell Greenhouse bid for the spring/summer flowers for a total cost of \$8,750.00.

Discussion: Board members agreed to follow up and send out another RFP for fall flowers/mums.

Roll Call:

Ayes: Bender, DeCoster, Westbrook, Kaatz, Diener, McGovern

Nays: None Motion carried

2. **Village Green Improvement Budget** – McGovern explained we have been working on this and will follow up next month with a report.

3. **Façade Grant (Matt McDonald)** – Bender explained this mural does not fit in with our current ordinances. Fisher stated Planning has been introduced to changes with our current ordinance that talks about murals. This has not formally been approved. Lengthy discussion followed.

**MOTION** by Bender, seconded by DeCoster to table the façade grant for Matt McDonald's building until we get clarification from Planning and Council, and meets ordinances to move forward.

All Ayes

Motion carried

4. **Facade Grant Changes** – McGovern explained the proposed changes that went into the current façade grant language. Lengthy discussion followed on each proposed change with level 1, 2, and 3.

MOTION by DeCoster, seconded by Diener, to approve the façade grant changes and send to Council.

Discussion: Westbrook suggested adding the language "The DDA reserves the right to request additional renderings, photos, or higher-level drawings should we deem it necessary".

**AMEND MOTION:** by DeCoster, seconded by Diener, to approve the façade grant changes and send to Council, including adding the language "The DDA reserves the right to request additional renderings, photos, or higher-level drawings should we deem it necessary".

All Ayes

Motion carried

### **NEW BUSINESS:**

- 1. **Revitalization Incentive Grant Proposal** McGovern explained the DDA is required to include a synopsis of what the DDA plans to do with the fund budget. Discussion followed on the DDA having funds saved to purchase property in the future. Board members agree to forego the idea of a revitalization grant proposal at this time.
- 2. **2025 Firework Contract** Fisher explained the dates need to be changed on the contract. Each year the fireworks will be the first Friday of Jul. (July 4, 2025, July 3, 2026 & July 2, 2027). This year's contract cost is \$18,000.00.

MOTION by DeCoster, seconded by Diener, to approve the 2025 fireworks contract with the date changes as discussed.

Ayes: DeCoster, Diener, Bender, Westbrook, Kaatz, McGovern

Nays: None Motion carried

3. **Budget Amendments –** McGovern explained we need to make these budget amendments for the Village Green and 4<sup>th</sup> of July up-front expenses.

**MOTION** by McGovern, seconded by DeCoster, to approve \$10,067.00 for the Village Green Lease; amend item in 24/25 budget.

Roll Call:

Ayes: McGovern, DeCoster, Diener, Bender, Westbrook, Kaatz

Nays: None Motion carried

Discussion: Lori Fisher explained this \$22,000.00 amendment includes the fireworks amount of \$18,000.00.

**MOTION** by Westbrook, seconded by DeCoster, to approve \$22,000.00 for 2025 4<sup>th</sup> of July up-front expenses; amend item in 24/25 budget.

Roll Call:

Ayes: Westbrook, DeCoster, Diener, Bender, Kaatz, McGovern

Nays: None Motion carried 4. Budget Committee – McGovern explained its time to start discussing our upcoming budget. In the past we had a subcommittee consisting of VanDyke, Bales, and McGovern look at this and present a draft back to the DDA Board. MOTION by Kaatz, seconded by Bender, to form a budget committee consisting of Bales, Westbrook, and McGovern. All Ayes
Motion carried

- 5. **Assistant to the Manager Funding** McGovern explained Lori Fisher is looking for an assistant to the Manager. Fisher put together a job description; part of the job duties include coordinate events and projects for our Downtown Development Authority. McGovern asked the board thoughts about helping fund this position. Bender explained current employees track their time when working in the DDA District. Kaatz suggested removing coordinate events and projects for the DDA. Discussion followed on DDA hiring an events coordinator separately. Board discussed the assistant to the manager could help assist with a DDA events coordinator. DeCoster noted the Mobile Home Park as their own activities committee. Bender stated the DDA is already paying an administrative fee to the Village. Discussion followed. Fisher noted this has not been through Personnel yet. Kaatz suggested this come back to DDA for consideration of funding. Board is supportive of an assistant to the Manager. McGovern suggested changing it to read assist with coordinating events.
- 6. **Sanilac County Best of the Best** McGovern explained the email that was received. McGovern suggested putting a Thank You in the paper along with Arts Council & LBA.

**MOTION** by Bender, seconded by DeCoster, to approve \$296.00 for McGovern to put a letter together to go into Sanilac County Best of Best.

Roll Call:

Ayes: Bender, DeCoster, Diener, Westbrook, Kaatz, McGovern

Nays: None Motion approved

- 7. **Parking / Better Wayfinding / Observations & Recommendations –** McGovern explained the drawings provided in the packet for parking & no parking. Kaatz suggested working with Chief Sheldon on the parking signs.
- 8. MDA Spring Workshop –

MOTION by DeCoster, seconded by Westbrook, to approve \$150.00 for McGovern to attend the MDA Workshop.

Roll Call:

Ayes: DeCoster, Westbrook, Kaatz, Bender, Diener

Nays: None

Abstain: McGovern

**CORRESPONDENCE:** Thank you from Blue Water Folk Society – Board members ask to put this on next month's agenda.

### **PUBLIC COMMENT:**

• Larry Adams (7311 Lake) – commented on the Façade Grants, and open meetings act.

ADJOURNMENT: McGovern adjourned the meeting at 7:34 p.m.

Respectfully submitted

Vicki Scott

03/04/2025 12:02 PM

User: SHELLY DB: Village Of Lexi

# BALANCE SHEET FOR VILLAGE OF LEXINGTON Period Ending 02/28/2025

# Page: 1/1

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number		Description	Balance	
*** Ass	sets ***			8
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 00 01	EASTERN MICHIGAN BANK INVESTMENTS IN SECURITIES GOV MIC POOLED INVESTMENT ACCOUNT GOV.MIC ACCOUNTS RECEIVABLE DUE FROM LEX TOWNSHIP PREPAID EXPENSES	133,388.93 0.00 396,201.25 0.00 0.00	
	Total Assets		529,590.18	
*** Lia	abilities ***			
248-000-202.0 248-000-257.1		ACCOUNTS PAYABLE ACCRUED WAGES	0.00	
	Total Liabili	ties	0.00	
*** Fur	nd Balance ***			
248-000-390.0	00	FUND BALANCE ACCOUNT	392,269.27	
	Total Fund Ba	lance	392,269.27	
	Beginning Fur	nd Balance	392,269.27	
	Ending Fund E	nes VS Expenditures Balance ties And Fund Balance	137,320.91 529,590.18 529,590.18	

03/04/2025 12:03 PM User: SHELLY DB: Village Of Lexi

# REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON

Page: 1/2

725	1
ロシ/シロシア	1
728	1
0	1
UNL	
FNDTND	
DERTON	THILL

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	ACTIVITY FOR MONTH 02/28/2025 INCREASE (DECREASE)	YTD BALANCE 02/28/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 248 - DOWNTOW	DOWNTOWN DEVELOPMENT AUTHORITY		·			
Dept 248 - ****DDA 248-248-402.500	EXPENSES*** DDA TAXES	96	96,992.00	0.0	89,188	91
248-248-402.800 248-248-477.000 248-248-642.000	DDA TAXES FROM TOWNSHIP TOTERNET REVENUE DONNATIONS	0.00	34 L O C	37,785.21	133,6/8.3/	00.00
248-248-642.002	PARADE FOR TITTO AND BYDE WARE CHARLES	0000	00.0	00.0	75	000
-248-642 -248-665	ARNED	10,000.00	10,000.00	00.0	12,204.50	122.05
248-248-699.000 248-248-699.101	TRANSFER IN OPEN ACCOUNT TRANSFER IN FROM GENERAL FUND FOR CAPITA		00.00	000.0	000	
Total Dept 248 - *	****DDA EXPENSES****	212,333.00	212,333.00	37,725.21	242,407.61	114.16
TOTAL REVENUES		212,333.00	212,333.00	37,725.21	242,407.61	114.16
Expenditures	FYDFNCFO***					
248-699		33,905.00	33,905.00	2,825.42		66.67
248-248-702.600	DPW WAGES MATCH - SOCIAI, SECHBITY	5,00 1.96	5,	20.08	387 343	65.55 68.45
248-248-710.500	EMP SEC CON	, —	1	0.0	113	75.39
248-248-713.650 248-248-715.400	DPW-WATER WAGES OVERTIME PENSION	2,402.00	2,402.00	00.0	1,325.47	67.65
248-248-716.401	AXA EQUITABLE MATCH	01 4	900	23.29	638	70.90
248-248-719.200	BLUE CROSS LIFE INSURANCE	280.00	280.00	1442./4	169	57.71
248-248-752.000	SUPPLIES	_	00.00	00.0	3,679.57	100.00
248-248-797.000	777	50	2,000	0000		00.00
248-248-802,000	AUDIT CONTRACTED SERVICES	٠,	10,000.00	50.00	030	30.30
248-248-811.000		٦,	1,00	00.0	(450.	(45.00)
248-248-850.000 248-248-852.100	PHONE/INTERNET EXPENSE MUSIC	500.00	500.00	00.0	00.0	00.00
248-248-861.000	MILEAGE		00.00	00.0	0.0	00.00
248-248-880.100	ADVERTY FUBLICATIONS EDUCATION AND TRAINING	20.000	ò	150.00		159.18
248-248-915.000	MEMBERSHIP/DUES	200.00	15 000 00	00.0	00	175.00
248-248-934.000	LANDSCAFING MAINIENANCE DDA SERVICE PROVIDED BY VILLAGE	000,00	.000,			10
248-248-940.700	DPW EQUIPMENT	15,000.00	15,000.00	350.21		113.55
248-248-940.800	VILLAGE GREEN RENT MISCETTEANOUS	00.0	00.0		0	) )
248-248-956.200	DONATION	5,000	5,000	00.0	0	0
248-248-967.000 248-248-977.000	DDA GRANT CAPITAL OUTLAY	40,000.00	-	00.0	19,414.89	0.00
Total Dept 248 - *	****DDA EXPENSES***	199,200.00	199, 200.00	4,216.97	105,086.70	52.75
TOTAL EXPENDITURES		199,200.00	199,200.00	4,216.97	105,086.70	52.75

03/04/2025 12:03 PM User: SHELLY DB: Village Of Lexi

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON

PERIOD ENDING 02/28/2025

	% BDGT	USED			114.16	52.75	,045.62	
YTD BALANCE	02/28/2025	NORMAL (ABNORMAL)			242,407.61	105,086.70	137,320.91	
ACTIVITY FOR	MONTH 02/28/2025	INCREASE (DECREASE)			37,725.21	4,216.97	33,508.24	
	2024-25	AMENDED BUDGET			212,333.00	199,200.00	13,133.00	
2024-25	ORIGINAL	BUDGET			212,333.00	199,200.00	13,133.00	
		DESCRIPTION	Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY	Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:	JES	)ITURES	NET OF REVENUES & EXPENDITURES	
		GL NUMBER	Fund 248 - I	Fund 248 - I	TOTAL REVENUES	TOTAL EXPENDITURES	NET OF REVEN	

2/2 Page:

BEG. BALANCE

BEG. BALANCE

150.00

150.00

0.00

E3284

END BALANCE

END BALANCE

645.89

795.89

795.89

350.00

350.00

0.00

0.00

248-248-909.500 EDUCATION AND TRAINING

248-248-915.000 MEMBERSHIP/DUES

SPRING WORKSHOP DDA

248-248-909.500

248-248-915.000

02/01/2025

02/24/2025

02/28/2025

02/01/2025

02/28/2025

AP

TNV

03/04/2025 12:03 PM	GL ACTIVITY REPORT E	OR VILLAGE OF LEX	INGTON	Page:	2/2
User: SHELLY DB: Village Of Lexingto	on TRANSACTIONS FROM C	02/01/2025 TO 02/2	8/2025		
Date JNL Type	Description	Reference #	Debits	Credits	Balance
02/01/2025	248-248-934.000 LANDSCAPING MAINTEN	ANCE	BEG. BALANCE		6,280.00
02/28/2025	248-248-934.000	END BALANCE	0.00	0.00	6,280.00
02/01/2025 02/28/2025 GJ JE 02/28/2025	<b>248-248-940.700 DPW EQUIPMENT</b> DPW EQUIPMENT REIMBURSEMENT FEB 2025 248-248-940.700	3297 END BALANCE	BEG. BALANCE 350.21 350.21	0.00	16,682.86, 17,033.07 17,033.07
02/01/2025	248-248-940.800 VILLAGE GREEN RENT		BEG. BALANCE		5,033.32
02/28/2025	248-248-940.800	END BALANCE	0.00	0.00	5,033.32
02/01/2025	248-248-967.000 DDA GRANT		BEG. BALANCE		19,414.89
02/28/2025	248-248-967.000	END BALANCE	0.00	0.00	19,414.89
TOTAL FOR FUND 248 DOWN	ITOWN DEVELOPMENT AUTHORITY	-	4,216.97		105,086.70

# Blue Water Folk Society - 2025 Thumbfest Budgeted Infrastructure Costs

Thumbfest provides significant economic value to the Village of Lexington by bringing thousands of people to the city over Labor Day Weekend

Thumbfest Budgeted Costs for 2025	for 2025
Description	Costs
Stage Rental	\$200
Tent/Chair Rental	\$5,500
Porta Potty Rental	\$1,000
Transportation	\$1,000
Sound	\$3,000
Budgeted Infrastructure Costs	\$11,000



Presenting and Promoting Traditional Folk Music in the Thumb

# Village Green Project Planning / Cost Estimates

			%		
	Start	End	Complete	Cost	Notes
Phase I					
Meet with all adjacent parcel owners					
BP		2/6/2025	done		
3 North		2/6/2025	done		
Jeffs		2/20/2025	done		
Ehardt Pharmacy		3/7/2025			
Initial Layout	1/2/2025	3/12/2025	80%	\$0.00	
Identify exact perimeter		3/12/2025			
Fence					
Demo existing		4/18/2025			
Planter Sections?	1/2/2025	5/10/2025	5%	\$600.00	
Bench Sections?	1/2/2025	5/10/2025	5%	\$600.00	
Port-a-Johns					
Screening		5/23/2025	5%	\$350.00	
Signage		5/23/2025	1%	\$50.00	
Rental		6/1/2025		\$1,200.00	5 months
Servicing (access)		6/1/2025		\$0.00	
Pedestrian walkway / access		6/1/2025		\$0.00	
Landscaping					
Grade	3/13/2025	5/9/2025	1%		
Plantings?		5/23/2025		\$300.00	
Garden Art		5/23/2025			
General Signage		6/12/2025		\$500.00	
Initial Structures					
Shade canopy?		6/12/2025		\$350.00	
Hospitality Booth / Tent		5/23/2025		\$200.00	
Portable Pergola?		6/12/2025		The same of the sa	
Portable Bandstand	2/24/2025	6/12/2025	5%	\$2,800.00	
Shed		4/18/2025	5%	\$2,000.00	
Electrical					
Upgrade and/or move service		6/1/2025			
Lighting		6/12/2025	1%	\$900.00	

# Equipment

Speakers / sound

Games (cornhole, other?)

Tables / Benches / Seating?

Master Event Schedule (Initial List) 3/12/2025 Marketing / Advertising (for Village Green, not specific events)

Maintenance Responsibilities & Schedule

Event Responsibilities & Schedule

Merchandise

TOTAL LINE \$10,150.00

\$300.00

# Phase II

Improved Layout

Assist adjacent owners convert "alley" to pedestrian walk-way & intermittent service use Convert back end to functional nice looking parking

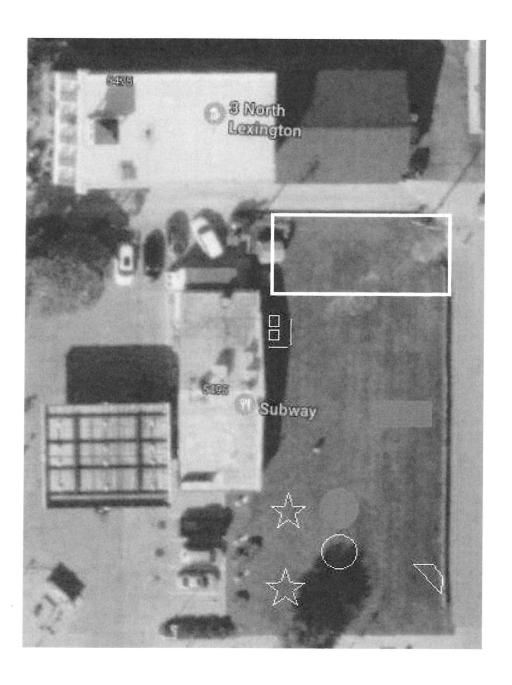
Assist adjacent owners convert back end intersection for improved logistics Murals?

# Ariel view.

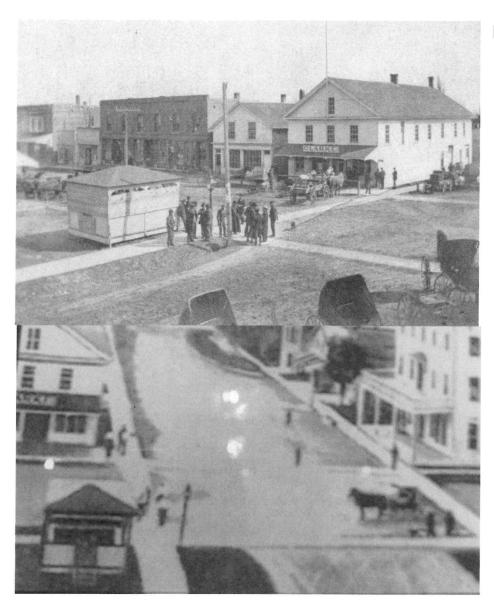
Green rectangle is the location of stage during 2024 Tree Lighting

Green circle is the location of the Christmas Tree

# For the 3/12 DDA meeting there will be a slide show with much more detail & information



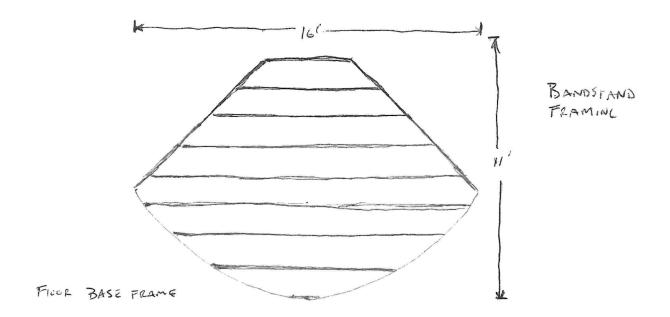
# Bandstand - Historic Inputs

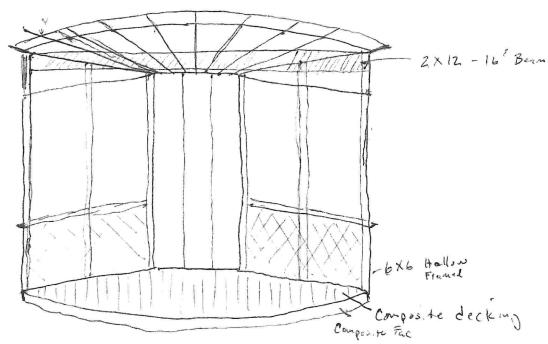




Boumemouth Lower Gardens Bandstand







# DESIGN REQUIREMENTS:

LIGHTING IMPORTANT

DON'T MAKE IT THE ONLY BANDSTAND DIFF ONE FOR TREE LIGHTIME OFF,

DON'T WORRT ABOUT HISTORIC SHAPE . WONT BE PERFECT FOR TODAY

PUT CLOSE TO SIDEWALK, ROUNDED, NOT AIMED AT SIDEWALK &C 3P - ADJUSTANCE

SEATING TOUCH BE MINERAGLE BEACHES / PICKET TABLE

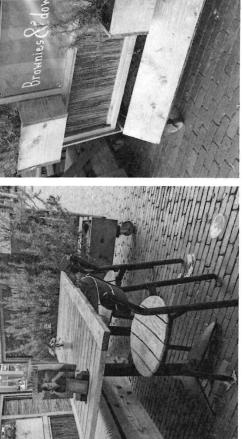
SMALLER FOR OVARIET, HOUSTICS, ETC., MULTIPURPOSE IS 6000

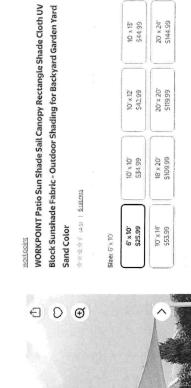
GET INPUT FROM PERFORMERS VIII

# More info coming in 3/12 slideshow. Below is portable perimeter seating & canopy material









# About this item

- Premium Raw Material Made by 100% brand new HDPE polyethylene fabricated shade cloth, efficiently reduce the temperature under sail about 43.7°F (6.5°C), excellent breathability to allow breeze to pass through, offers a cool and airy shelter on hot days.
- Effective har mtul UV blocking- By Blocking up to 95% UV rays, our rectangular sun shade sails protect your children, flowers, plants and cars from sun exposure.

# **Exhibit A to Master Agreement**

# **Purchase Agreement**

This Purchase Agreement (this "<u>Agreement</u>") is dated as of 2/27/2025 between DTE Electric Company ("<u>Company</u>") and The Village of Lexington ("<u>Customer</u>").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated 6-11-2021 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order	74076426				
Number:	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: NA				
Location where     Equipment will be     installed:	Tierney Park, as more fully described on the map attached hereto as Attachment 1.				
3. Total number of lights to be installed:	21				
4. Description of Equipment to be installed (the "Equipment"):	Installing (14) underground fed posts with 25 foot mounting height in black. Installing (21) 72 watt LED area lights. (includes the removal of existing streetlight equipment) (does not include cost for underground bore work)				
5. Estimated Total Annual Lamp Charges	\$5,690.19				
6. Estimated Total Annual Post Charges if selected	\$0				
7. Annual Finance Charge if selected	See paragraph 14 below	\$0			
Computation of     Contribution in aid of	Total estimated construction cost, including labor, materials, and overhead:	\$56,088.90			
Construction ("CIAC	Revenue credit:	\$17,070.57			
Amount")	CIAC Amount (cost minus revenue)	\$39,018.33			
	Credit for Post Charge, if selected	\$0			
9. Payment of CIAC Amount:	Due promptly upon execution of this Agreement \$	39,018.33			
10. Term of Agreement  Special Financing Options are available –	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.				
Please read stipulations within agreement and if desired check the appropriate box below:	If Post Charge "box" is checked the Customer agrees to following term:				

Post Charge Option □ Finance Option □	10 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.		
11. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One)		
12. Customer Address for Notices:	Village of Lexington 7227 Huron Ave. Suite 100 Village of Lexington, MI 48450		

# 13. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) TYES	$\boxtimes$ NO
If "Yes" is checked, Customer and Company agree to the following additional terms.	

- A. Customer acknowledges that all or a portion of the Equipment is Special Order Materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts as provided in Section B below. When replacement equipment or spare parts are installed from Customer's inventory, Company will credit Customer in the amount of the then-current material cost of Company standard street lighting equipment in lieu of which the SOM is being used. Customer has up to twenty-four (24) months from the time Company uses, or takes possession of, such Customer SOM to seek reimbursement from Company.
- B. Customer will maintain an inventory of at least \_\_\_ posts and \_\_\_ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock by ordering materials no later than thirty (30) calendar days after the materials are drawn from inventory. Costs of initial inventory are included in this Agreement. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for its costs (including the labor costs associated with Company's management of the supply chain for the SOM) no later than thirty (30) calendar days after receipt of Company's invoice for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.
- C. The inventory will be stored at \_\_\_\_\_\_. Access to Customer's inventory site must be provided between the hours of 9:00a.m. to 4:00p.m., Monday through Friday with the exceptions of federal Holidays. If Company is unable to access the site during such hours for any reason, Company: (i) shall be relieved from any obligation or commitment to complete the work as scheduled; and (ii) may, at its option, procure the inventory itself and have Customer to reimburse Company's costs for doing so. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to Company:

Name:	Title:
Phone Number:	Email:

Customer will immediately notify Company of any changes in the Authorized Customer Representative. Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by Company.

- D. In the event that SOM is damaged by a third party, Company may (but is not required to) pursue a damage claim against such third party for all of Company's costs incurred because of the claim, including all labor and replacement materials. Company will notify Customer as to whether Company will pursue such claim within a reasonable time of the SOM being damaged.
- E. In the event that SOM becomes obsolete, discontinued, or incompatible with Company's infrastructure, Customer shall select new alternate SOM that is compatible with Company's then-existing infrastructure. If Customer does not select compatible alternate SOM, Company reserves the right to select compatible SOM that is, in its reasonable judgment, substantially similar, or replace the SOM with standard materials, in either case being entitled to

reimbursement from Customer for Company's costs in providing such transition of supply (including internal overhead and labor costs).

F. Should Customer experience, in Company's reasonable judgment, excessive LED equipment failures that are not supported by LED manufacturer warranties, Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of Customer.

# 14. Special Financing Options

# A. Post Charge Option:

For new underground-fed installations of 5 lights or more after May 1, 2019, which require investment in excess of three times the annual revenue at the prevailing rate at the time of installation, the Customer may elect to pay a post charge for each increment of \$1,000 investment required above three times the annual revenue.

**Effective February, 6 2025** - For each increment of \$1,000 of investment which exceeds three times the annual revenue at the prevailing rate at the time of installation, add to rate per year an additional **\$84.96**.

# B. Finance Charge Option:

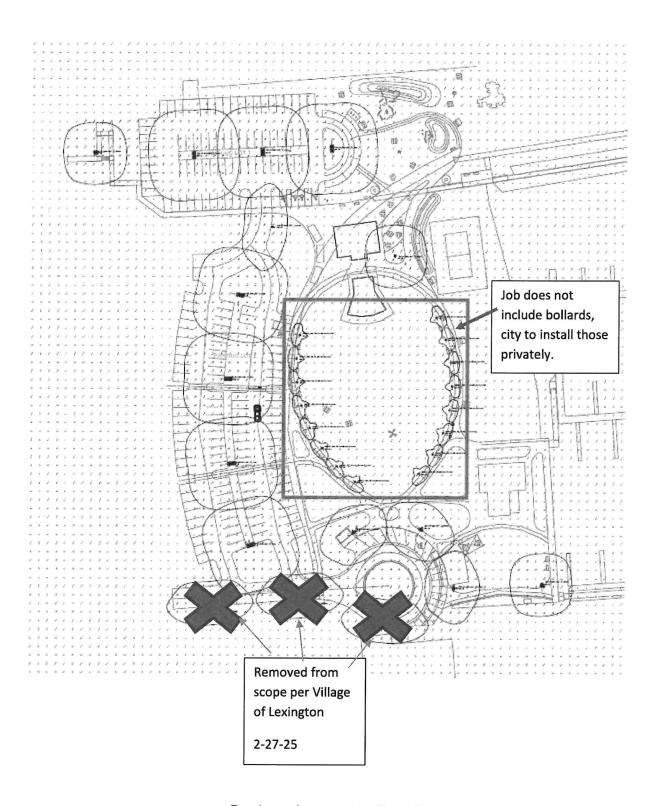
As an alternative, where the required contribution exceeds \$10,000, upon agreement of the Customer and the Company, the Customer will pay an additional annual charge of the Company's weighted average cost of capital (7.05%) times the contribution amount in lieu of the cash contribution.

\*\*\*

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:	
DTE Electric Company	Village of Lexington	
Ву:	Ву:	SIGN HERE
Name:	Name:	
Title:	Title:	
Date:	Date:	

# Attachment 1 to Purchase Agreement Map of Location





# Bid Request: Leveling, Grading, and Fill for Village Green

**Project Title:** Village Green Improvement Project **Location:** Village Green, Lexington, Michigan

Date Issued: March 13, 2025 Bid Deadline: March 28, 2025

**Contact Information:** 

Lori Fisher 7227 Huron Ave. Lexington, MI 48450 810-404-4000

manager@villageoflexington.com



Parcel is 166'x74', situated north of Huron Ave. just east of M-25.

The Village of Lexington, Michigan, is seeking qualified contractors to submit bids for leveling, grading, and filling the Village Green area to improve its walkability and usability. The goal is to enhance the space for public gatherings and improve accessibility for pedestrians. Even surfaces for tents and a stage are desired.

# The scope of work includes:

# 1. Site Preparation:

- Remove debris, vegetation, or any obstructions that may interfere with grading, including fence removal on east edge of property.
- Ensure proper drainage and slope considerations to avoid water pooling and flooding.

# 2. Leveling and Grading:

- Level the ground to ensure a smooth, even surface across the Village Green.
- Grade the site to improve drainage, facilitating water flow and preventing standing water.
- Maintain proper slope ratios as per local codes and standards, particularly for ADA compliance.

# 3. Filling:

- Bring in the necessary fill material to raise low areas, ensuring a stable base for the surface. Fill must be suitable for sustaining grass growth.
- Compact the fill to meet required standards to prevent future settling.
- Ensure the soil is properly mixed and graded to accommodate walking, events, and general use.

# 4. Final Walkthrough and Quality Check:

- o Ensure the area is fully walkable and safe for public use.
- Provide a final inspection to verify all grading, leveling, and fill requirements have been met.

# **Bidder Requirements:**

- Provide proof of licensing and insurance as required by Michigan state and Sanilac County regulations.
- Submit a detailed cost breakdown, including materials, labor, and equipment.
- Provide a timeline for completion, including an estimated start and end date. Project must be completed by May 9, 2025.

# **Evaluation Criteria:**

Bids will be evaluated based on the following:

- Cost competitiveness
- Experience with similar projects
- Proposed timeline
- Quality and detail of bid submission

# **Bid Submission Instructions:**

Please submit your sealed bid to the address below by 2:00 pm on March 28, 2025. Late submissions may not be considered.

Village of Lexington Attn: Vicki Scott, Clerk Village Green Project 7227 Huron Ave. Ste 100 Lexington, MI 48450

Email submissions to: clerk@villageoflexington.com

We look forward to reviewing your proposal and working together to improve the Village Green for the Lexington community.

# Village of Lexington Contractor Requirement Checklist

(Contractors, please Check all line items that can be provided upon request that apply to bid project)

1. Insura	ance						
	a. ( b. ( c. (	)	Minimum of \$1,000,000 liability – Must provide current certificate of insurance.  Must provide a copy of policy stating the Village of Lexington as an additional insured.  Workers Compensation - Must provide current certificate of insurance or submit the appropriate Sole Proprietor "hold harmless" form attachment A or B.				
	d. (	)	Vehicle liability - Must provide current certificate of insurance for all vehicles used for contracted work.				
2. Safety	-						
ä	a. (	)	Contractor shall warrant that employees are trained and certified for confined Entry when required for the contracted work.				
1	b. (	)					
3. Equipr	<u>nent</u>						
ž	a. (	)	Contractor shall warrant their capability of supplying all required equipment in good working condition, including employee safety standards, necessary for contracted work.				
4. <u>Qualifi</u>	catio	<u>n</u>					
а	a. (	)	All contractors shall provide a copy of their current State business license. The village will determine if licensing is required based on project.				
t	o. (		All contractors seeking work from the Village shall submit with bids their company contact information and billing address.				
	•		All contractors seeking work from the Village shall submit with their bids the above referenced documentation in sections 1, 2 and 3.				
d	l. (		All contractors seeking work from the Village shall submit with bids a list of sub contractors anticipated to work on the project and their company contact information. Primary contractors are responsible for ensuring sub-contractors with all contractor requirements.				
5. <u>Utility I</u>	<u>Liabi</u>	lity					
а	da	maį	actor understands that he/she will be held liable for any material and or monetary ge caused to any utility, either village, public or privately owned, by the contractor during erformance of a contract.				
6. <u>Initiatio</u>	n of	Wo	rk Payment				
a.	. No s	wor	k is to proceed until all requirements are verified to have been met by the Village tment Manager hiring the contractor.				
b. No work is to proceed until the service contract is signed and filed with the Village Clerk and							
<ul><li>DDA.</li><li>c. No payments, including advances or progress, are to be made unless all requirements are met and payment is authorized by the DDA.</li></ul>							
Signati	ure o	f C	ontractor: Date:				

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



The Lexington Arts Council satisfies the increasing cultural tastes of the Thumb Blue Water community by producing musical, visual and other fine arts programming.

**Board of Directors** 

Melissa Anderson
Patrick Blakeley
Marianne Boyd
Steve Disser
John Groustra
Sara Grout
Liz Jackson
Lee Jones
Virginia McNabb
Michelle Measel Morris
Dennis Quinn
Scott Ryan
Mike Ziegler

In Memoriam Jim Macksey

P.O. Box 434 Lexington, MI 48450 810-359-1880

810-359-1880 lexington-arts.org

The Lexington Arts Council is a 501 (c) (3) Publicly Supported Foundation.

Village of Lexington - DDA

7227 Huron Avenue
Lexington, MI 48450

Hi Village of Lexington - DDA,

Thank You

Thank You

Village of Lexington - DDA,

The World is a brighter place All because of you!

As we close out 2024, we want to shout out a huge **THANK YOU!** Our mission is to provide the greater Thumb Blue Water community with musical, visual, and fine arts programs; without you, this would not be possible.

2024 by the numbers:

<u>Music in the Park</u> – We enjoyed 9 concerts. Approximately 15,000 people attended throughout the summer

<u>Bach Festival</u> – 5 Bach concerts with 1,200+ in attendance, featuring violinist, Geneva Lewis, and guitarist, Colin Davin

<u>Art Lives in Lexington</u> – 14 local groups/artists shared their talents with many, including a face painter, a caricature artist, and a few orchestra musicians at the second "Art Lives in Lexington" held during the Lexington Fine Arts and Crafts Street Fair

<u>Annual Appreciation Party</u> – Approximately 100 people had a wonderful evening of music by Collision Six, a caricature artist, and magician, and superb food by The Windjammer

Each event brought together our community of volunteers, sponsors, supporters, and art enthusiasts. We appreciate each of you for taking time out of your busy schedules and being an integral part of this year's events. Your capacity as a patron, supporter, musician host, volunteer, and overall advocate for the arts made 2024 another successful year!

With our warmest appreciation,

The Lexington Arts Council

FEB 2 7 2025

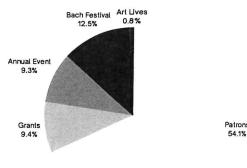
The arts are alive in the greater Thumb Blue Water community

# ll because of

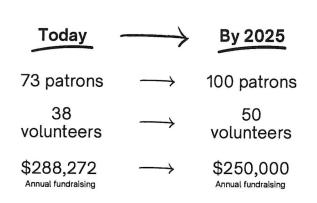
Your support makes providing musical, visual, and fine arts programs; possible for thousands!

	Project	Details	Outcomes
9	Music in the Park	Free outdoor concerts every Friday night down by the harbor	Approximately 15,000 people attended throughout the summer
5	Lexington Bach Festival	5 classical music concerts throughout the Blue Water area	1,200 in attendance to hear world class musicians and a full orchestra
2	Art Lives in Lexington	2 days of Art Lives in Lexington	Local artists provided interactive arts at the Lexington Fine Arts Fair
2	Scholarship & Local Grant	Scholarship to a graduating Cros-Lex student & Grant sponsoring an original composition for Cros-Lex High School Band	Local high school graduates pursuing the arts & music education in our community
100	Annual Appreciation Party	Celebration of the arts and the community featuring live visual and performing artists and great food at The Windjammer	100 people enjoyed the sights, sounds and tastes of art at this one of a kind event

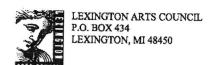
Vision: The Lexington Arts Council is a catalyst providing cultural experiences and opportunities throughout the greater Thumb Blue Water community



Mission: The Lexington Arts Council creates cultural opportunities in the greater Thumb Blue Water community providing musical, visual, and fine arts programming.



2024 income





# Are You Interested In Supporting The Lexinaton Arts Council?

NAME		EMAIL					
ADDRESS		PHONE					
Many Areas to Choose From							
Check all that are of interest to you							
	□ Volunteer	Advertiser/Sponsor					
-23	☐ Events	☐ Patron					
	Board Member	☐ Grants					
Music in the Parl	e ~ Bach Festival ~ Art Live	es in Lexington ~ Annual Appreciation Par					
-36	<u> </u>	0					
فالارو							

3	
	×
5	65
	=
ARTS COLL	1111

Thank you for your contribution in the amount of \$10,000 — in support of our programming.

No goods or services were provided in exchange for your donation.

Sincerely,

Lexington Arts Council

The Lexington Arts Council is a 501 C) (3) Publicly Supported Foundation..