NOTIFICATION OF MEETING DOWNTOWN DEVELOPMENT AUTHORITY REGULAR MEETING

DATE OF MEETING:

Wednesday, April 9, 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 March 12, 2025 minutes as presented.

PUBLIC COMMENT -

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

UNFINISHED BUSINESS:

- 1. Village Green RFP Results & Next Step McGovern
- 2.
- 3.

NEW BUSINESS:

- 1. New Board Member Review McGovern
- 2. Façade Grant (Matt McDonald) McGovern
- 3. Tierney Park Funding Approval Process Fisher/McGovern
- 4. Proposed Budget 2025-2026 McGovern
- 5. Arts Council 2025 Sponsorship Request Fisher
- 6. Creating a 501c3 Non-Profit McGovern

CORRESPONDENCE

PUBLIC COMMENT

ADJOURNMENT

VILLAGE OF LEXINGTON **DOWNTOWN DEVELOPMENT AUTHORITY**

REGULAR MEETING

Village of Lexington - 7227 Huron Ave., Lexington, MI March 12, 2025

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

ROLL CALL: by Vicki Scott

PRESENT: Bales, Westbrook, McGovern, Zysk, Diener, DeCoster, (Kaatz @ 5:52 pm.)

ABSENT: Bender

OTHERS PRESENT: L. Adams, P. Muoio, B. Dost, Sandy Warner

ATTENDANCE:

Motion by DeCoster, seconded by McGovern, to mark Kaatz, and Bender unexcused.

All Ayes

Motion carried

APPROVAL OF AGENDA:

MOTION by Diener, seconded by Zysk, to approve the agenda as presented.

All Ayes

Motion carried

APPROVAL OF MINUTES:

MOTION by DeCoster, seconded by McGovern, to approve the February 12, 2025 minutes as presented.

All Ayes

Motion carried

PUBLIC COMMENT:

Sandy Warner, Thumbfest Director or Sponsorship, explained the need for Thumb fest sponsorships and commented on the value Thumb fest brings to Lexington. A handout was provided.

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

MOTION by Westbrook, seconded by Zysk, to approve the financials as presented.

Roll Call:

Ayes: Westbrook, Zysk, Bales, Diener, DeCoster, McGovern

Nays: None Motion carried

UNFINISHED BUSINESS: None

NEW BUSINESS:

Thumbfest Support - McGovern explained Thumbfest is within the DDA boundary. It is important to support this event as it brings a lot to the downtown area. McGovern explained the Thumbfest infrastructure cost chart included in the packet. Board members discuss how the DDA can support the Thumbfest event.

MOTION by Westbrook, seconded by DeCoster, to approve giving up to \$11,000.00 in expenses for Thumbfest payable upon receipts.

Discussion: Board discussed this amount being for infrastructure costs.

AMENDED MOTION by Westbrook, seconded by DeCoster, to approve giving up to \$11,000.00 in infrastructure expenses for Thumbfest payable upon receipts.

^{*}Kaatz arrived at 5:52 p.m.*

Roll Call:

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

Nays: None Motion carried

Village Green Project Plan & Budget Presentation – McGovern gave a slide show presentation with different
activities that could take place on the Village Green. McGovern explained some of the initial costs that will be
needed to fix up the Village Green like landscaping, grading, demo fencing, signage, porta potties, and structures.

MOTION by Bales, seconded by DeCoster, to approve up to \$15,000.00 to be spent on the project plan for the Village Green space.

Roll Call:

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

Nays: None Motion carried

Discussion followed on the Chairperson being the one authorized to spend funds for the Village Green.

- 3. MDA Conference Insights on Fundraising & Events
 - a. Organizational Structures McGovern explained what other DDA's do in the state. The first presentation talked about; if you are a DDA and you are trying to raise money, you restrict it. The DDA can't do certain fundraising things like 50/50 drawings, or get a liquor license for a beer tent. The DDA would have to get a non-profit to do fundraising for us. The most efficient DDA's have their own 501C3 non-profit organization. The DDA director would work for the Board.
 - b. **Financial Management** The recommendation was at the beginning of the year when the budget is formalized put in money for training so you are not coming to the Board each time.

*DeCoster left @ 6:45 p.m.

- 4. **Harbor Update** Fisher sent out the latest plan to everyone. We are down to the last 2 weeks before the bids go out. Two of the trees do need to come down according to the arborist. We will gain 10 parking spaces. We will be running extra electric down at the park which will be adding extra costs to the project.
- 5. **DTE Contract Purchase Agreement** Fisher explained we are looking for DDA approval for the DTE light contract. This contract would have DTE maintaining their own poles and they take care of outages. This is cost effective. The Village does not own a bucket truck. This cost would come out of the Harbor budget. Discussion followed.

MOTION by Kaatz, seconded by Bales, to approve the DTE Agreement in the amount of \$39,018.33 and move to Council for final approval.

Roll Call:

Ayes: Kaatz, Bales, Westbrook, Zysk, Diener, McGovern

Nays: None Motion carried

 RFP for Village Green (Leveling, Grading, & Fill) – McGovern explained this RFP is for grading and leveling the Village Green.

MOTION by McGovern, seconded by Diener, to ask Lori to send out this RFP as presented.

All Ayes

Motion approved

CORRESPONDENCE: Thank you from Lexington Arts Council

PUBLIC COMMENT:

 Peter Muoio (7276 Lester) – commented on the Bluewater Folk Society having a special fundraiser coming up, Thumbfest acknowledging DDA support, Village Green funds, displaying what is going on electronically, and thank you to DDA.

ADJOURNMENT: McGovern adjourned the meeting at 7:05 p.m. Respectfully submitted

Vicki Scott



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REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON

Page: 1/2

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| GL NUMBER | DESCRIPTION | 2024-25 ORIGINAL BUDGET | 2024-25 AMENDED BUDGET | ACTIVITY FOR MONTH 03/31/2025 INCREASE (DECREASE) | YTD BALANCE 03/31/2025 NORMAL (ABNORMAL) | * * BDGT USED |
|------------------------------------|---|-------------------------------|---------------------------|---|--|------------------|
| Fund 248 - DOWNTOWN | N DEVELOPMENT AUTHORITY | | | | | |
| Revenues Dept 248 - ****DDA | EXPENSES*** | | | | | |
| 248-248-402.500 248-248-402.600 | DDA TAXES FROM VILLAGE DDA TAXES FROM TOWNSHIP | 96,992.00 104,341.00 | 96,992.00 104,341.00 | 0.00 | 89,188.88 | 91.95 |
| 248-248-477.000 | \simeq | | .00 | | | 0.0 |
| 248-248-642.002 | E | 000.0 | 00.0 | 00.0 | 175.00 | .00 |
| 248-248-642.003 | SPONSORSHIP - JULY 4TH FIRE WORKS INTEREST EARNED | 0.00 | 10.000.00 | 00.0 | 5,530.00 | 100.00 |
| 248-248-686.500 | | - i | 1,000. | 0.00 | 1,63 | 63.0 |
| 248-248-699.000 | TKANSFER IN OPEN ACCOUNT TRASFER IN FROM GENERAL FUND FOR CAPITA | 00.0 | 00.0 | 00.0 | 00.0 | 00.00 |
| Total Dept 248 - *: | ****DDA EXPENSES**** | 212,333.00 | 212,333.00 | 8,697.67 | 252,357.64 | 118.85 |
| TOTAL REVENUES | | 212,333.00 | 212,333.00 | 8,697.67 | 252,357.64 | 118.85 |
| Expenditures | | | | | | |
| Dept 248 - ***DDA | H | (| ı C | | 3 | 3 3 1 |
| 248-248-699.940 | ADMINISTRATIVE KEIMBORSEMENT DPW WAGES | 33,905.00 | 33,905.00 | 2,825.42 | 25,428.78 | 75.00 |
| 248-248-709.100 | MATCH - SOCIAL SECURITY | 1,963.00 | 963. | 119.8 | 46 | 74.55 |
| 248-248-710.500 | MICH EMP SEC COM | 150.00 | 150.00 | 0.0 | 11 | 75.39 |
| 248-248-715.400 | PENSION | 2,402.00 | | 0 00 | 1,959.66 | 81.58 |
| 248-248-716.401 | | | 900. | 67.41 | 70 | 78.39 |
| 248-248-724.300 | BLUE CROSS LIFE INSURANCE | 280.00 | 2,400.00 | 434./4 | 3,550.96 | 67.76 |
| 248-248-752.000 | | 0 | . 0 | 55 | 73 | 100.00 |
| 248-248-779.000 | CHRISTMAS SUPPLY | 00 | 000 | 9,000.00 | 11,488.61 | 57.44 |
| 248-248-197.000 | COMPUTER-HAKDWARE-SOFTWARE AUDIT | 0.000,7 | 00.000,7 | 00.0 | 00.0 | 00.00 |
| 248-248-802,200 | CONTRACTED SERVICES | 10,000.00 | 000 | 10,050.00 | 13,080.00 | 130.80 |
| 248-248-811.000 | | .000, | • | 0.00 | 45 | (45.00) |
| 248-248-850.000 | PHONE/INTERNET EXPENSE MUSIC | 500.00 | 200.00 | 00.0 | 00.0 | 00.0 |
| 248-248-861.000 | MILEAGE | 0 | 0 | 0 | 00.0 | 00.0 |
| 248-248-880.100 | ADVERT/PUBLICATIONS | 10,000.00 | 10,000.00 | 296.00 | 406.00 | TT (|
| 248-248-909.500 | EDUCATION AND TRAINING MEMBERSHIP/DUES | 200.00 | 200.00 | 00:0 | 350 00 | 159.18 |
| 248-248-934.000 | LANDSCAPING MAINTENANCE | 00 | | . 0 | 6,280.00 | |
| 248-248-937.100 | DDA SERVICE PROVIDED BY VILLAGE | 0 | | 0.0 | • | 0.0 |
| 248-248-940.700 | | 15,000.00 | • | 661.0 | 694. | |
| 248-248-940.800 | VILLAGE GREEN RENT MISCELLEANOUS | 00.0 | 00.0 | 1,258.33 | ν Ε | |
| -248-956 | DONATION | 2,000 | 0 | 0. | 0 | 0.0 |
| 248-248-967.000 248-248-977.000 | DDA GRANT CAPITAL OUTLAY | 40,000.00 | 40,000.00 | 00.0 | 19,414.89 0.00 | 48.54 |
| Total Dept 248 - * | ****DDA EXPENSES*** | 199,200.00 | 199,200.00 | 26,711.93 | 131,798.63 | 66.16 |
| | | | | | | |
| TOTAL EXPENDITURES | | 199,200.00 | 199,200.00 | 26,711.93 | 131,798.63 | 66.16 |

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REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF LEXINGTON

Page: 2/2 .

PERIOD ENDING 03/31/2025

| | 2024-25 | | ACTIVITY FOR | YTD BALANCE | |
|--|------------|----------------|---------------------|-------------------|--------|
| | ORIGINAL | 2024-25 | MONTH 03/31/2025 | 03/31/2025 | % BDGT |
| GL NUMBER DESCRIPTION | BUDGET | AMENDED BUDGET | INCREASE (DECREASE) | NORMAL (ABNORMAL) | USED |
| Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY | | | | | |
| Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY: | | | | | |
| TOTAL REVENUES | 212,333.00 | 212,333.00 | 8,697.67 | 252,357.64 | 118.85 |
| TOTAL EXPENDITURES | 199,200.00 | 199,200.00 | 26,711.93 | 131,798.63 | 66.16 |
| NET OF REVENUES & EXPENDITURES | 13,133.00 | 13,133.00 | (18,014.26) | 120,559.01 | 917.99 |
| | | | | | |

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User: SHELLY

Period Ending 03/31/2025

BALANCE SHEET FOR VILLAGE OF LEXINGTON

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Page: 1/1

| GL Number | Description | Balance | |
|--|--|--|--|
| *** Assets *** | | | |
| 248-000-001.100 248-000-017.000 248-000-017.100 248-000-018.100 248-000-076.001 248-000-123.000 | EASTERN MICHIGAN BANK INVESTMENTS IN SECURITIES GOV MIC POOLED INVESTMENT ACCOUNT GOV.MIC ACCOUNTS RECEIVABLE DUE FROM LEX TOWNSHIP PREPAID EXPENSES | 115,374.67 0.00 397,453.61 0.00 0.00 | |
| Total Asset | | 512,828.28 | |
| *** Liabilities ** | * | | |
| 248-000-202.000 248-000-257.100 | ACCOUNTS PAYABLE ACCRUED WAGES | 0.00 | |
| Total Liabi | lities | 0.00 | |
| *** Fund Balance ** | ** | | |
| 248-000-390.000 | FUND BALANCE ACCOUNT | 392,269.27 | |
| Total Fund B | Balance | 392,269.27 | |
| Beginning Fo | und Balance | 392,269.27 | |
| Ending Fund | nues VS Expenditures Balance Lities And Fund Balance | 120,559.01 512,828.28 512,828.28 | |

BID OPENING

VILLAGE OF LEXINGTON

| DATE: 3-27-25 TIME: 3:07 p.m. | | | | | | | |
|---|-------------------------|-----------------------|--|--|--|--|--|
| LOCATION: Village of Lexington Hall | | | | | | | |
| BID ITEM: Village Green Leveling, Grading, & Fill | | | | | | | |
| ATTENDEES: Lori Fisher, Mik | e McGovern, Vicki Scott | | | | | | |
| 1 D & E Landscaping | \$6,450.00 | | | | | | |
| 2. <u>Heiden / Miller</u> | \$9,075.00 (Option 1) | \$6,825.00 (Option 2) | | | | | |
| 3. Stafford Landscaping | \$5,500.00 | | | | | | |
| 4. <u>Jones & Sons Excavating</u> | \$8,471.00 | | | | | | |
| 5. <u>Trumble & Excavating</u> | \$8,460.00 | | | | | | |
| 6. <u>MTH Landscaping</u> | \$5,521.27 | | | | | | |
| 7 | | | | | | | |
| | | | | | | | |

VILLAGE OF LEXINGTON ACCEPTANCE OF BIDS FORM

Specifics of bid proposal: Village Green Leveling

Method of obtaining bid:

Bid Net – On Line Village Website

If other than newspaper, who was contacted:

Respondents:

D & E Landscaping
Heiden / Miller
Stafford Landscaping
Jones & Sons Excavating
Trumble Excavating
MTH Landscaping

Date Bid Opened: 3/27/2025

Present for Bid Opening: Lori Fisher, Mike McGovern, Vicki Scott

Rank of Bids by cost, lowest to highest:

| Stafford Landscaping | \$5,500.00 | |
|-------------------------|--------------------------|-----------------------|
| MTH Landscaping | \$5,521.27 | |
| D & E Landscaping | \$6,450.00 | |
| Trumble Excavating | \$8,460.00 | |
| Jones & Sons Excavating | \$8,471.00 | |
| Heiden / Miller | \$9,075.00 (Option 1) or | \$6,825.00 (Option 2) |

Recommended assignment of bidder:

If not lowest bidder, explanation of recommendation:

Date of Acceptance/By Whom:



69620 Lowe Plank Richmond, MI 48062

Office: 586.727.4959 - Fax: 586.727.2642

Proposal

| Na | m | 0 | Ι Λ | d | di | 2 | 2 |
|-----|------|-----|-----|---|----|---|----|
| INC | 2111 | H / | | | | | 33 |

Village of Lexington 7227 Hruon Ave. Lexington, MI 48450

Customer Phone | Customer Alt. Phone

810-404-4000 Lori ...

THE ESTIMATE IS GOOD FOR UP TO 30 DAYS AFTER THE ESTIMATE DATE.

| Visit us at: | Email |
|---------------------|----------------------------|
| www.delandscape.com | accounting@delandscape.com |

| Date | Estimate # | Rep |
|-----------|------------|-----|
| 3/26/2025 | 7987 | RBM |

| Description | Qty | U/M | Rate | Total |
|--|-----|-----|------|-------|
| VILLAGE GREEN IMPROVEMENT PROJECT | | | 0.00 | 0.00 |
| Village Green, Lexington, Michigan | | | | |
| FENCE REMOVAL AND GRADING WORK | | | | |
| Lot Size- 74'x166' | | 1 | | |
| -Provide equipment, labor, and materialsRemove wooden fence that is on the east side of lot and haul off site. | | | | |
| -Remove vegetation on areas that are to be borrowed from to balance | | | | |
| property. Later to be hauled off site. | | | | |
| -Haul off any soil that is not used for fill purposesProvide and grade approximately 50 yds of screened topsoil to | | | | |
| ensure proper soil conditions for seed germination. | | | | |
| \$6,450.00 | | | | |
| PLANTING/SEEDING LOT | | | | |
| Lot Size 74'x166' | | | | |
| -Spread seed and fertilizer. | | | | |
| -Provide and install single net straw mat. | | | | |
| Customer responsible for watering. | | | | |
| \$3,845.00 | | | | |
| | | | | |

| Signa | ture | constitutes | acceptance | 10 | the | estimate. |
|-------|------|-------------|------------|----|-----|-----------|
| | | | | | | |

Total

All Labor, Materials and Deliveries are included in the price. All Landscape work has a 6 month Guarantee. Tree and Plant warranty is voided if they are neglected by water. One replacement per item. Contact our office for further warranty options. Pavers have a 2.5 year warranty on workmanship. I Agree to Pay D & E Landscaping & Grading Inc. Fully on completion of the work outlined. Please sign, date and return - we will call to schedule.

| (| X | Daga |
|---|---|------|
| | | rage |

Village of Lexington Contractor Requirement Checklist

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

1. Insurance

- a. (√) Minimum of \$1,000,000 liability Must provide current certificate of insurance.
- b. (/) Must provide a copy of policy stating the Village of Lexington as an additional insured.
- c. (\checkmark) Workers Compensation Must provide current certificate of insurance or submit the appropriate Sole Proprietor "hold harmless" form attachment A or B.
- d. (\(\sqrt{} \) Vehicle liability Must provide current certificate of insurance for all vehicles used for contracted work.

2. Safety

- a. (\(\sqrt{)} \) Contractor shall warrant that employees are trained and certified for confined Entry when required for the contracted work.
- b. (\checkmark) Contractor shall warrant that employees are trained and certified for Personal Protection Equipment use when required for the contracted work.

3. Equipment

 a. (√) Contractor shall warrant their capability of supplying all required equipment in good working condition, including employee safety standards, necessary for contracted work.

4. Qualification

- a. (✓) All contractors shall provide a copy of their current State business license. The village will determine if licensing is required based on project.
- b. (\checkmark) All contractors seeking work from the Village shall submit with bids their company contact information and billing address.
- c. (✓) All contractors seeking work from the Village shall submit with their bids the above referenced documentation in sections 1, 2 and 3.
- d. (\(\sqrt{} \)) 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. Utility Liability

a. Contractor understands that he/she will be held liable for any material and or monetary damage caused to any utility, either village, public or privately owned, by the contractor during the performance of a contract.

6. Initiation of Work Payment

- a. No work is to proceed until all requirements are verified to have been met by the Village Department Manager hiring the contractor.
- b. No work is to proceed until the service contract is signed and filed with the Village Clerk and DDA.
- c. No payments, including advances or progress, are to be made unless all requirements are met and payment is authorized by the DDA.

| Signature of Contractor: | MolMan | Date: 3/26/2025 |
|--------------------------|--------|-----------------|
| | | |

Project Proposal

Date: March 26, 2025

Project Title: Village Green Improvement Project

Location: Village Green, Lexington, Michigan

Submitted To:

Lori Fisher
Village Manager
7227 Huron Ave.
Lexington, MI 48450
(810) 404-4000
manager@villageoflexington.com

Scope of Work

Heiden Miller Trucking & Excavating Inc. proposes to complete the following scope for the Village Green Improvement Project, aimed at enhancing the space's walkability, usability, and accessibility for public events.

1. Site Preparation

- Remove debris, vegetation, and fence on the east edge of the property.
- Ensure drainage and slope considerations to prevent water pooling.

2. Leveling and Grading

- Level site to provide even surfaces for walking and event setups.
- Grade to promote drainage and ADA-compliant slopes.

3. Filling

- Supply and place fill suitable for grass growth.
- Compact and grade for a stable, walkable finish.

4. Final Walkthrough and Quality Check

- Final inspection to ensure all specs are met and site is ready for public use.

Estimated Timeline

Heiden Miller Trucking & Excavating Inc. anticipates starting the project between April 21 and May 2, 2025, depending on weather conditions and site readiness. Estimated project duration is 5–7 working days.

Cost Estimate

• Option 1 - Full Scope (Includes Grading and Cut/Fill Work):

| Description | Amount |
|----------------------------------|------------|
| Cut down raised area | \$1,500.00 |
| Remove and dispose of wood fence | \$850.00 |
| Grade existing material | \$750.00 |
| Install screened topsoil | \$3,500.00 |
| Grass seed w/ Brillion seeder | \$700.00 |
| Install straw mat | \$1,025.00 |
| Mobilization | \$750.00 |
| Total Option 1 | \$9,075.00 |
| | |

Option 2 - Simplified Scope (Topsoil and Finish Only):

| Description | Amount |
|----------------------------------|------------|
| Remove and dispose of wood fence | \$850.00 |
| Install screened topsoil | \$3,500.00 |
| Grass seed w/ Brillion seeder | \$700.00 |
| Install straw mat | \$1,025.00 |
| Mobilization | \$750.00 |
| Total Option 2 | \$6,825.00 |

Terms & Conditions

- Quote is valid for 30 days from the proposal date.
- Any unforeseen site conditions or scope changes will be addressed via written change order.
- 100% payment due upon project completion.
- Heiden Miller Trucking & Excavating Inc. is fully licensed and insured.

Bailey Miller

Heiden Miller Trucking & Excavating Inc.

(810) 712-3114

bailey.miller@hmexcavating.com

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes Licensing Section P.O. Box 30254 Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Individual Builder License

BAILEY MILLER 5845 HARRINGTON RD CROSWELL, MI 48422

License No: 242401605

Expiration Date: 05/31/2027

BAILEY MILLER 5845 HARRINGTON RD CROSWELL, MI 48422

GRETCHEN WHITMER Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Individual Builder License

BAILEY MILLER 5845 HARRINGTON RD CROSWELL, MI 48422

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No. 242401605

Expiration Date: 05/31/2027

This document is duly issued under the laws of the State of Michigan



CERTIFICATE OF LIABILITY INSURANCE

03/26/2025

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).

| If SUBROGATION IS WAIVED, subject to the terms and conditions of this certificate does not confer rights to the certificate holder in lieu of | such endorsement(s). |
|---|---|
| PRODUCER | NAME: VVIIIIam Angelbrandt |
| FROBUSER | PHONE (A/C, No. Ext): 810-679-9801 (A/C, No.): 810-679-9824 |
| Bill Angerbrandt Agency, LLC | E-MAIL wangerb@fbinsmi.com |
| | INSURER(S) AFFORDING COVERAGE NAIC # |
| 50 N Howard Ave 810 679-9801 | INSURER A: Farm Bureau General Insurance |
| Croswell Michigan 48422 810 679-9801 | Radica C. Consol Ingurance |
| INSURED | Form Purpout Congral Insurance |
| Heiden Miller Trucking & Excavating Inc. | INSURER C : Farm Buldad General Insurance |
| 6441 Babcock Rd | INSURER D: |
| Croswell Michigan 48422 | INSURER E: |
| | INSURER F: |
| COVERAGES CERTIFICATE NUMBER: | REVISION NUMBER: |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW H INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITIO CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOR EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAV | AVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD NOF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. IT IS BEEN REDUCED BY PAID CLAIMS. |
| | Limits |
| TR TIPE OF INSURANCE INSULTING | FACH OCCURRENCE \$ 1,000,000 |
| | DAMAGE TO RENTED \$ 100,000 |
| CLAIMS-MADE X OCCUR | MED EXP (Any one person) \$ 15,000 |
| CPP-3279431-13 | 07/21/2024 07/21/2025 PERSONAL & ADV INJURY \$ 1,000,000 |
| A OIT-02/3/01/10 | GENERAL AGGREGATE \$ 2,000.000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | PRODUCTS - COMPIOP AGG S 2,000,000 |
| POLICY PRO- JECT LOC | PRODUCTS - COMPTOT NOS 5 |
| OTHER: | COMBINED SINGLE LIMIT S |
| AUTOMOBILE LIABILITY | (Ea nccident) |
| ANY AUTO | - 4000,000 |
| BAP-3279432-13 | 07/21/2024 07/21/2025 BODILY INJURY (Per accident) \$ 1,000,000 |
| AUTOS ONLY AUTOS NON-OWNED | PROPERTY DAMAGE 5 1,000,000 (Por accident) |
| AUTOS ONLY AUTOS ONLY | 5 |
| | EACH OCCURRENCE 5 |
| UMBRELLA LIAB OCCUR | AGGREGATE S |
| EXCESS LIAB CLAIMS-MADE | S |
| DED RETENTIONS | PER OTH- |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | 5 500,000 |
| ANYPROPRIETOR/PARTNER/EXECUTIVE WCC-3315011-10 | 03/25/2025 03/25/2026 500,000 |
| (Mandatory In NH) | 500,000 |
| If yes, describe under DESCRIPTION OF OPERATIONS below | E.L. DISEASE - POLICY LIMIT & 500,000 |
| | |
| | |
| ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Scheen | dule, may be attached if more space is required) |
| ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 1911 ACCIDENT | |
| nauling and excavation company | |
| | |
| | |
| | |
| | |
| | |
| THE ATE USI DEP | CANCELLATION |
| For informational use for proof of coverage | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| EAI Illiounguette and and beautiful | AUTHORIZED REPRESENTATIVE |
| | William M Angerbrandt |
| | William W Aligerbranot / / / / / |

© 1988-2015 ACORD CORPORATION. All rights reserved.

Village of Lexington Contractor Requirement Checklist

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

1. Insurance

- a. () Minimum of \$1,000,000 liability Must provide current certificate of insurance.
 b. () Must provide a copy of policy stating the Village of Lexington as an additional insured.
- c. (1) Workers Compensation Must provide current certificate of insurance or submit the appropriate Sole Proprietor "hold harmless" form attachment A or B.
- d. (1) Vehicle liability Must provide current certificate of insurance for all vehicles used for contracted work.

2. Safety

- a. () Contractor shall warrant that employees are trained and certified for confined Entry when required for the contracted work.
- b. (K) Contractor shall warrant that employees are trained and certified for Personal Protection Equipment use when required for the contracted work.

3. Equipment

a. (×) Contractor shall warrant their capability of supplying all required equipment in good working condition, including employee safety standards, necessary for contracted work.

4. Qualification

- a. () All contractors shall provide a copy of their current State business license. The village will determine if licensing is required based on project.
- b. (X) All contractors seeking work from the Village shall submit with bids their company contact information and billing address.
- c. (×) All contractors seeking work from the Village shall submit with their bids the above referenced documentation in sections 1, 2 and 3.
- d. () 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.

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6. Initiation of Work Payment

- a. No work is to proceed until all requirements are verified to have been met by the Village Department Manager hiring the contractor.
- b. No work is to proceed until the service contract is signed and filed with the Village Clerk and
- c. No payments, including advances or progress, are to be made unless all requirements are met and payment is authorized by the DDA.

| Signature of Contractor: | Down! | THE CO | Date: | 3/26/2025 |
|--------------------------|-------|--------|-------|-----------|
| | | | | 7 |

of a har Man

Stafford Landscaping LLC P.O. Box 736 Memphis, MI 48041 (810)310-1281 www.staffordlandscapingandconstruction.com



Info@staffordlandscaping.net

Tuesday, March 25, 2025

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

Location: 7227 Huron Ave. Ste 100, Lexington

Estimate 1 - Village Green Project

| Estimate Item Description | Price (with labor) | Amount Needed | Price (for amt needed /area size) | Tax | Total Price |
|---|------------------------------|---|--|-------------|----------------|
| The scope of work includes: 1. SITE PREPARATION: -Remove debris, vegetation, or any | 0 | | 0 0 | 0 0 0 | 0 0 0 |
| obstructions that may interfere with grading, including fence removal on east edge of property. | 0 0 0 | | 0 0 0 | 0 0 0 | 0 0 0 |
| -Ensure propr drainage & slope considerations to avoid water pooling & flooding. | | 8 8 100 0 100 0 100000 10 88 8 100 0 . | 0 | 0 0 0 | 0 0 0 |
| 2. LEVELING & GRADING -Level the ground to ensure a smooth, | 0 | | 0 | <u>0</u> | 0 |
| even surface across the Village GreenGrade the site to improve drainage, | 0 | g w . | 0. | 0 | 0 |
| facilitating water flow & preventing standing waterMaintain proper slope ratios as per | 0 | * * | 0 | 0 | 0 |
| local codes & standards, particularly for ADA compliance. | 0 | * * * * * * * * * * * * * * * * * * * | 0 | 0 | 0 |
| -Seeding & straw. | 0 | | <u>0</u> 0 0 | 0 | 0 |
| -Bring in the necessary fill material to raise low areas, ensuring a stable base for the surface. Fill must be suitable | 0 0 0 | ***** | 0 0 0 | 0 0 0 | 0 0 0 |
| for sustaining grass growthCompact the fill to meet required standards to prevent future settling. | 0 0 0 | | 0 0 0 | 0 0 0 | |
| -Ensure the soil is properly mixed & graded to accommodate walking, events, & general use. | 0 0 0 | X (100 m) | 0 | 0 | 0 |
| 4. FINAL WALKTHROUGH & QUALITY CH - Ensure the area is fully walkable & | ECK: 0 | | 0 | 0 | 0 |
| safe for public useProvide a final inspection to verify all grading, leveling, & fill | 0. 0. 0 | 2 2 6 6 6 6 6 6 88 8 | 0 0 | . 0 | |
| requirements have been met. | 0 | * | | 0 | 0 |
| Target Start Date April 1-7 Job Total Apply 3% Fee If Paid With Credit Card | 5,500.00 0 | 1 2 2 20 20 | 5,500.00 0 | 0 0 | 5,500.00 0 |
| nomen werte datum in the mender between the transfer of the second of t | | 2 2 2 2 2 2 | 5,500.00 | Ö | 5,500.00 |

| I agree to the prices and terms detailed in t | his estimate. | | | |
|---|---------------|---|---|--|
| a a | | | | |
| Χ | Date: | / | / | |

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Contract Terms

This Agreement for Landscaping Services is effective between the parties listed in page 1 of this document. In consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

SERVICES

Services to Customer: The Company shall provide the services listed on page 1 of this document to Customer.

PAYMENT AND INVOICING TERMS

Payment for Services: The Company will be paid as follows:

Reimbursable Costs: Customer shall reimburse the Company all costs incurred in connection with the Services rendered. Reimbursable costs include, but are not limited to, subcontractors, materials, delivery, etc. that are attributable to a project or Service (the "Reimbursable Costs"). The Company shall provide to Customer substantiation of Reimbursable Costs incurred.

Invoicing:

Invoices will be submitted monthly by the Company for payment by Customer. Payment is due upon receipt and is past due twenty (20) business days from receipt of invoice. If Customer has any valid reason for disputing any portion of an invoice, Customer will so notify the Company within twenty (20) calendar days of receipt of invoice by Customer, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Customer will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Customer. If payment of invoices is not current, the Company may suspend performing further work.

<u>Taxes</u>: All amounts payable pursuant to this Agreement are exclusive of taxes. Accordingly, there will be added to any such amount payable by Customer the monetary sum equal to any and all current and future applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the Services, including without limitation state and local privilege, excise, sales, services, withholding, and use taxes and any taxes or other amounts in lieu thereof paid or payable by Customer (other than taxes based on the Company's net income). If Customer does not pay such taxes, the Company may make such payments and Customer will reimburse the Company for those payments. Customer will hold the Company harmless for any payments made by Customer pursuant to this Section.

CHANGES

Customer may, with the approval of the Company, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Company may be directed to change the direction of the work covered by the Task Order, but no change will be allowed unless agreed to by the Company in writing.

STANDARD OF CARE

The Company warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed or software developed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY THE COMPANY CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

MISCELLANEOUS

Insecurity and Adequate Assurances: If reasonable grounds for insecurity arise with respect to Customer's ability to pay for the Services in a timely fashion, the Company may demand in writing adequate assurances of Customer's ability to meet its payment obligations under this Agreement. Unless Customer provides the assurances in a reasonable time and manner acceptable to the Company, in addition to any other rights and remedies available, Company may partially or totally suspend its performance while awaiting assurances, without liability to Customer.

Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

Modification and Walver: Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

<u>Independent Contractor</u>: The Company is an independent contractor of Customer.

Notices: Customer shall give the Company written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Customer believes that it has, or may seek to assert or allege, against the Company, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by the Company with respect hereto. If Customer fails to give such notice to the Company with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Customer shall be deemed to have waived, and shall be forever barred from bringing or asserting such

claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

<u>Assignment</u>: The Agreement is not assignable or transferable by Customer. This Agreement is not assignable or transferable by the Company without the written consent of Customer, which consent shall not be unreasonably withheld or delayed.

<u>Disputes</u>: The Company and Customer recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Company and Customer agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to nonbinding mediation unless the Company and Customer mutually agree otherwise. If the dispute is not resolved through nonbinding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

<u>Representations</u>: Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

<u>Nonsolicitation of Employees</u>: During and for one (1) year after the term of this Agreement, Customer will not solicit the employment of, or employ the Company's personnel, without the Company's prior written consent.

<u>Cooperation</u>: Customer will cooperate with the Company in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. Customer agrees that the Company's performance is dependent on Customer's timely and effective cooperation with the Company. Accordingly, Customer acknowledges that any delay by Customer may result in the Company being released from an obligation or scheduled deadline or in Customer having to pay extra fees for the Company's agreement to meet a specific obligation or deadline despite the delay.

Entire Agreement; Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Customer and the Company respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

Force Majeure: The Company shall not be responsible for delays or failures (including any delay by the Company to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

<u>Use By Third Parties</u>: Work performed by the Company pursuant to this Agreement are only for the purpose intended and may be misleading if used in another context. Customer agrees not to use any documents produced under this Agreement for anything other than the intended purpose without the Company's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to Customer and the Company.

Village of Lexington

3/19/2025

Vicki Scott, Clerk

7227 Huron Ave.

Lexington, MI. 48450

clerk@villageoflexington.com

RE: Proposal #0321 – Village Green Improvement Project

The following proposal is per plans and documents provided:

| • | Mobilization | LS | \$1,000.00 |
|---|-----------------------|-----------------|------------|
| • | Fence demo & disposal | LS | \$500.00 |
| • | Grade & level | 12,284 @ .25/sf | \$3,071.00 |
| • | Finish grade Topsoil | 40 @ \$90/cy | \$3,600.00 |
| • | Seed & straw | LS | \$300.00 |
| | | | |

Total -

\$8,471.00

*** Work to be scheduled within 5 days of award and substantially completed by 4/30/25



Exclusions:

- Unforeseen underground obstructions
- Survey, staking, testing, engineering services, etc. (unless otherwise noted)
- Demo or cleaning of existing structures
- Landscaping (watering of seed, planting, etc.)

| • Landscaping (watering of seed, planting, etc.) | |
|---|------------------------------------|
| Terms: Proposal may be withdrawn by Jones & Sons Excavating | LLC if not accepted within 30 days |
| Respectfully Submitted, Andrew Jones Owner | |
| Acceptance of Proposal: | |
| Signature | Date |

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes Residentail Builders Section P.O. Box 30254 Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes M&A Company License

Q.O. - Andrew Jay Jones
Classification: D,R,B

JONES & SONS EXCAVATING LLC 9921 WHITETAIL TRAIL BATTLE CREEK, MI 49014

License No: 272300059

Expiration Date: 05/31/2026

JONES & SONS EXCAVATING LLC 9921 WHITETAIL TRAIL BATTLE CREEK, MI 49014

0805306

GRETCHEN WHITMER Governor

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes M&A Company License

Classifications: Excavation (D),House Wrecking (R),Concrete

JONES & SONS EXCAVATING LLC 9921 WHITETAIL TRAIL BATTLE CREEK, MI 49014

> Qualifying Officer: Andrew Jay Jones Qualifying Officer # 252300014

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No. 272300059 Expiration Date: 05/31/2026

This document is duly issued under the laws of the State of Michigan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/03/2025

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(les) 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).

| PRODUCER DeBree & Associates Insurance Agency, LLC 141 W Territorial Road CONTACT NAME: PHONE (AGC, No, Ext): (269) 968-8333 E-MAIL ADDRESS: | FAX (A/C, No): (269 |) 968-9058 |
|--|--|--------------|
| DeBree & Associates Insurance Agency, LLC PHONE (A/C, No. Ext): (269) 968-8333 | FAX (A/C, No): (269 |) 968-9058 |
| 141 W Territorial Road E-MAIL ADDRESS: | (ACC, NO). | |
| | | |
| Battle Creek MI 49015 INSURER(S) AFFORDING COVERAGE | | NAIC# |
| INSURER A: | | |
| least and Seas Francische Company II C | | - |
| DO Douglas | | 23043 |
| INSURER D: Liberty Multual | | 23043 |
| Battle Creek MI 49016 INSURER F: | ······································ | |
| COVERAGES CERTIFICATE NUMBER: CL2413108464 REVISION NU | MBER: | |
| 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 EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | THE TERMS, | |
| | | |
| LTR TYPE OF INSURANCE INSD WVD POLICY NUMBER (MM/DD/YYYY) (MW/DD/YYYY) | LIMITS | 00.000 |
| EACH OCCURREN | 10L 3 | 00,000 |
| CLAIMS-MADE OCCUR | currence) \$ 100 | 0,000 |
| MED EXP (Any one | person) \$ 5,00 | 00 |
| A CPS7893984 | INJURY \$ 1,00 | 00,000 |
| GEN'LAGGREGATE LIMIT APPLIES PER: GENERALAGGRE | GATE \$ 2,00 | 00,000 |
| POLICY PRO- LOC PRODUCTS - COM | 2.00 | 00,000 |
| OTHER: XCU Included | \$ | |
| AUTOMOBILE LIABILITY COMBINED SINGLI (Ea accident) | ELIMIT \$ 1,00 | 00,000 |
| ANY AUTO BODILY INJURY (P. | er person) \$ | - |
| B | er accident) \$ | |
| HIRED NON-OWNED PROPERTY DAMAG | | |
| AUTOS ONLY (Per accident) | s | |
| ➤ UMBRELLA LIAB ➤ OCCUR | 5.00 | 0,000 |
| C EVESS LIAP AN1305213 11/07/2024 14/07/2025 | 5.00 | 0,000 |
| CLAIMS-MADE AGGREGATE | \$ 5,00 | 0,000 |
| DED RETENTION \$ PER | S S | |
| AND EMPLOYERS' LIABILITY Y/N STATUTE | OTH- ER | 000 |
| D ANY PROPRIETOR/PARTNER/EXECUTIVE N/A WC5-33S-B2301W-013 10/19/2024 10/19/2025 E.L. EACH ACCIDES | | |
| (Mandatory in NH) If yes, describe under | | C.N.A.0900 |
| DESCRIPTION OF OPERATIONS below E.L. DISEASE - POL | ICY LIMIT \$ 500, | 000 |
| | | |
| | ŀ | |
| | | |
| ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) | | |
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| ERTIFICATE HOLDER CANCELLATION | | |
| ERTIFICATE HOLDER CANCELLATION | | |
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIE | S BE CANCELLED | BEFORE |
| THE EXPIRATION DATE THEREOF, NOTICE WILL BE | | |
| Homes-of-America ACCORDANCE WITH THE POLICY PROVISIONS. | | |
| PO-Box-249 | | |
| AUTHORIZED REPRESENTATIVE | | 1 |
| Englewood NJ-97631 BLEDY | | |

Village of Lexington Contractor Requirement Checklist

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

1. Insurance

a. () Minimum of \$1,000,000 liability – Must provide current certificate of insurance.
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- b. (Contractor shall warrant that employees are trained and certified for Personal Protection Equipment use when required for the contracted work.

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- b. No work is to proceed until the service contract is signed and filed with the Village Clerk and DDA.
- c. No payments, including advances or progress, are to be made unless all requirements are met and payment is authorized by the DDA.

| / ¹ /* | Trumble Trucking & Excavating is a family-operated company, in Olivet, Ivii, that prides itself on 100% customer |
|-------------------|---|
| | satisfaction while also keeping prices/rates as affordable as possible. We are pleased to submit this proposal in |
| | response to the bid request for grading/fill work in Lexington, Mi. |

Trumble Trucking & Excavating has been in business for 7 years. We are currently contracted with a company called IMRD (rianagement Resource Development). MRD owns many apartment complexes in Michigan. Trumble Trucking & Excavating currently provides contract work for MRD at 20 of their locations in Michigan. We perform many services for NRD; one of which is landscaping work. Travis Harvey is the facilities manager at MRD. If you'd like to speak to him, his phone number is 517-290-1877.

Trumble Trucking & Excavating has recently completed landscaping work for the City of Lansing and the City of Jackson. This landscaping work was completed following the demolition of several houses in those cities. We also provide our services to non-business private parties such as bern preparations and clearing fields for farmers.

So that you have a visual reference, I have attached a photo of work that was completed following the demolition of a house in the City of Jackson & I also attached two photos of landscaping work that was completed for a local farmer.

The only factor impeding the start date of the project is the frest law. Now company is able to begin the project as soon as the frost law is lifted from Saniloc County. With that being said, below is my astimated timeline for completion of the project:

| | . Hallinger | i indicati i | Caringhamas |
|---------------|-------------|--------------|-------------|
| Project Start | 4/24/2025 | 5/1/2025 | One week |

🖑 . Lown my own skid loader. Because of this, I am not rollant on having to locate one to rent.

I have included two pricing estimates. The first one lists the dirt work only. The 2rd cost estimate also includes 3 different options for send and straw (if you're interested).

| DESCRIPTION | HOURS | | AMOUNT |
|----------------------------|-------|---|------------|
| Labor | 36 | | \$2,700.00 |
| Truck and trailer | 12 | | \$1.140.00 |
| Skid loader | 12 | | \$1.020.00 |
| Fence removal and disposal | | S | 1.100.00 |
| Dirt | | S | 2,500.00. |

TOTAL

\$8,460.00

| DESCRIPTION | HOURS | AMOUNT |
|----------------------------|-------|-------------|
| Labor | 36 | \$2,700.00 |
| Truck and trailer | 12 | \$1.140.00 |
| Skid loader | 12 | \$1.020.00 |
| Fence removal and disposal | | \$1.100 |
| Dirt | | S2,500 [|
| | | |
| Straw and Seed | | \$800.00 |
| Straw blanket and seed | | \$1.600.00 |
| Hydro seed | | \$2,500.00. |

| TOTAL | \$13,360.00 |
|-------|-------------|
|-------|-------------|

EDisclaimer: Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if product specifications are changed.

We lock forward to working with you and supporting your request to enhance the space for social getherings. We are confident that we can meet the challenge of transforming the Village Green area into a level, even area that can be used for years to come.

If you have any questions regarding this proposal, jeel jiee to contact Matt Trumble by text or phone at (517) 213-9500. I can also be reached by email at <u>ctoutdoorworks@gmail.com</u>.

Thank you for your consideration.

Denil - Iteliada Vincial Vincial — etalogo i - Basaran Miga - etalon 1886: L'Estaberron - Bi - Ulang Mil VIII - 817

Village of Lexington Contractor Requirement Checklist

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

| 1. | Insurance |
|----|-----------|
| | |

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|--------|---|
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| | 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 |

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- d. (MA)

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Initiation of Work Payment

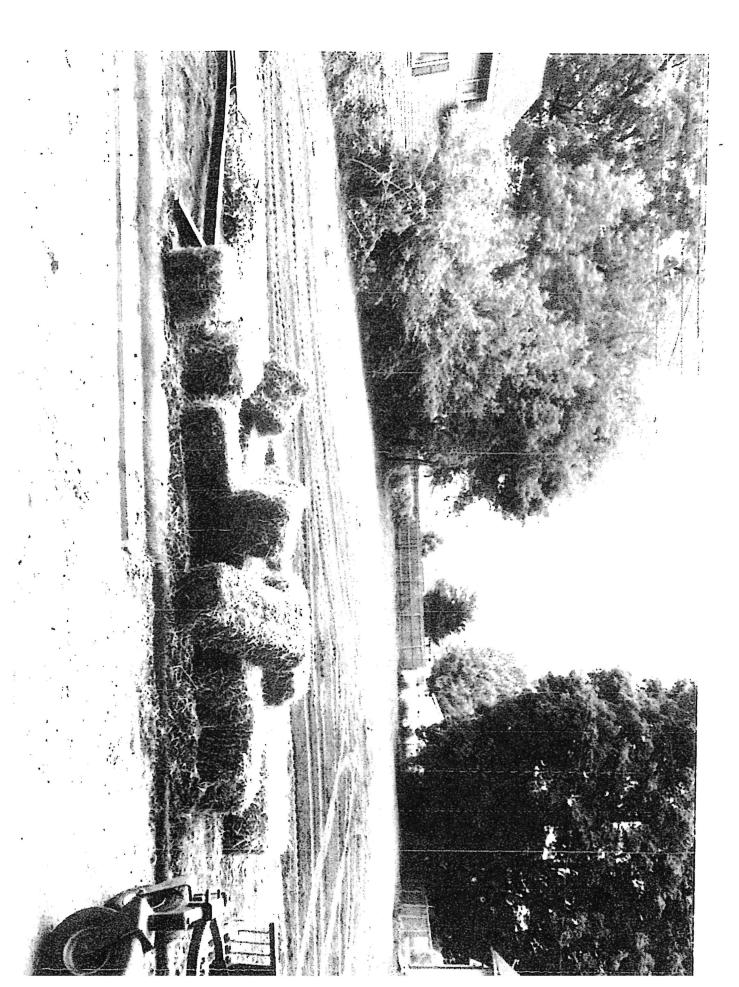
- a. No work is to proceed until all requirements are verified to have been met by the Village Department Manager hiring the contractor.
- b. No work is to proceed until the service contract is signed and filed with the Village Clerk and DDA.
- c. No payments, including advances or progress, are to be made unless all requirements are met and payment is authorized by the DDA.

Signature of Contractor:

Date: 3/20/29







GRETCHEN WHITMER Governor

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes

Individual Builder License

MATTHEW CONRAD TRUMBLE 5504 MATTHEWS RD OLIVET, MI 49076 MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No. 242100296

Expiration Date: 05/31/2027

This document is duly issued under the laws of the State of Michigan

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes Licensing Section P.O. Box 30254 Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License
Q.O. - Matthew Trumble

TRUMBLE TRUCKING & EXCAVATING INC 5504 MATTHEWS RD OLIVET, MI 49076

License No: 262100197

Expiration Date: 05/31/2028

TRUMBLE TRUCKING & EXCAVATING INC 5504 MATTHEWS RD OLIVET, MI 49076

GRETCHEN WHITMER Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License

TRUMBLE TRUCKING & EXCAVATING INC 5504 MATTHEWS RD OLIVET, MI 49076

Qualifying Officer: Matthew Trumble Qualifying Officer # 242100296

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No. 262100197 Expiration Date: 05/31/2028

This document is duly issued under the laws of the State of Michigan



CERTIFICATE OF LIABILITY INSURANCE

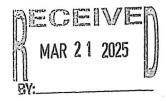
DATE (MM/DD/YYYY) 03/17/2025

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(les) 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).

| | this certificate does not confer right | s to t | ne ce | rtificate holder in lieu of | | | (s). | | | |
|--|--|---------------------|------------------------|---|-------------------------------------|----------------------------|----------------------------|---|-------------|--------------|
| PF | ODUCER | | | | NAM | TACT Lynn D | | | | |
| L | Lynn Denton Agency- Farm Bureau | | | PHONE (A/C, No. Ext): 269 945 4520 FAX (A/C, No.): 269 945 2864 E-MAIL ADDRESS: strumbl@fbinsmi.com | | | | | | |
| 1: | 9 W State St | | | | E-MAIL ADDRESS. strumbl@fbinsmi.com | | | | | |
| Н | astings, MI 49058 | | | | | | | ORDING COVERAGE | | NAIC# |
| | | | | | INCH | 1000 | Bureau Insura | | | NAIC IP |
| INS | URED | | | | | | | | | |
| | Trumble Trucking & Excav | atina I | NC | | | RER B : | | | | |
| 1 | 5504 Matthews Rd | ·g . | | | | RER C: | | | | |
| 1 | Olivet, MI 49076 | | | | | RER D : | | *** | | |
| | Olivet, IVII 49070 | | | | | RERE: | | | | |
| | VEDAGES | DTIE | OAT | E NUMBER: | INSUF | RERF: | | | | L |
| | VERAGES CE HIS IS TO CERTIFY THAT THE POLICIE | | | | \\/F DE | EN ICCUED TO | O THE INDIAN | REVISION NUMBE | | IOV PEDIOD |
| | NDICATED. NOTWITHSTANDING ANY I ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUC | REQUI PER POL | REME TAIN, ICIES | ENT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE | OF AN | NY CONTRACT | OR OTHER | DOCUMENT WITH RE | SPECT TO | WHICH THIS |
| INSF | TYPE OF INSURANCE | ADD | LSUBF | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | | LIMITS | |
| | COMMERCIAL GENERAL LIABILITY | 1 | 1 | - and monday | | (T) | (miniouri 171) | EACH OCCURRENCE | s 2,00 | 00,000 |
| | CLAIMS-MADE X OCCUR | 1 | 1 | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence | | |
| | | | | | | | | MED EXP (Any one persor | 1 400 | |
| Α | | - | | CP-11608408 | | 03/17/2025 | 03/17/2026 | PERSONAL & ADV INJUR | 4.00 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | - | 1 | | | 00/11/2020 | 00/1//2020 | | \$ 2,00 | |
| | DPO. | | | | | | | GENERAL AGGREGATE | 0.00 | 0.000 |
| | 1000000 | | | | | | | PRODUCTS - COMP/OP A | AGG \$ 2,00 | 0,000 |
| | OTHER: AUTOMOBILE LIABILITY | +- | \vdash | | | | | COMBINED SINGLE LIMIT | - | 0.000 |
| | ANY AUTO | | | | | | | (Ea accident) | 0 1,00 | 10,000 |
| | OWNED SCHEDULED | 1 | | DAD 2244046 | | 00/47/0005 | 00/47/0000 | BODILY INJURY (Per pers | | |
| Α | AUTOS ONLY AUTOS NON-OWNED | | | BAP-3314816 | | 03/17/2025 | 03/17/2026 | PROPERTY DAMAGE | | |
| | AUTOS ONLY AUTOS ONLY | | | | | 1 | | (Per accident) | \$ 1,00 | 0,000 |
| | | - | _ | | | | | | \$ | |
| | WINDERELLA LIAB X OCCUR | | | | | | | EACH OCCURRENCE | \$ 2,00 | |
| Α | EXCESS LIAB CLAIMS-MADI | | | CU-14509134 | | 03/17/2025 | 03/17/2026 | AGGREGATE | \$ 2,00 | 0,000 |
| | DED RETENTION \$ | _ | | | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | | PER OT STATUTE ER | | |
| Α | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | WCC-3314818 | | 03/17/2025 | 25 03/17/2026 | E.L. EACH ACCIDENT | s 1,00 | |
| | (Mandatory in NH) If yes, describe under | | | | | 00/11/2020 | 00/11/2020 | E.L. DISEASE - EA EMPLO | | |
| | DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIF | MIT \$ 1,00 | 0,000 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| DESC | DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) | | | | | | | | | |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| FR | ERTIFICATE HOLDER CANCELLATION | | | | | | | | | |
| , | THE TOTAL | | | | OANO | LLLATION | | | | |
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CA THE EXPIRATION DATE THEREOF, NOTICE WILL B ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | | | | | | |
| | | | | | AUTHOR | IZED REPRESEN | TATIVE | | | |
| | ĭ | | | .1 | | | | | | 1 |

Village Green Earthwork Estimate Approval - EST-334





Village of Lexington, MI

7227 Huron Avenue Lexington, MI 48450 MTH Landscaping

matt@mthlandscaping.com 8104047607

Earthwork

\$5,521.27

Remove existing fence along East side of lot; rototill existing lawn areas as needed; deliver, spread, and level ample screened topsoil for proper leveling and drainage; and hand rake all newly leveled lawn areas. All debris from earthwork is to be hauled off site and properly disposed of. Project to be completed no later than April 18, 2025 to ensure ample time for seed/sod growth. Approximate duration of project to be 1-2 days(weather dependent). All necessary site clean up and debris removal will be handled by the contractor. All grading, and compaction activities are to meet or exceed minimum requirements in the bid packet. Lawn seeding and straw installation available at an additional cost upon request.

Bid Breakdown

Material Cost: \$2,763.55 Labor Cost: \$1,318.70 Equipment Cost: \$1,439.02

| Pertains to Earthwork | de la |
|-----------------------|--|
| Down Payment | \$0,00 |
| Final Payment | \$5,521.27 |
| Total | \$5,521.27 |
| | en de la companya della companya della companya de la companya della companya del |
| | . Date: |
| | Name: |
| | Signature: |

Ferms and Conditions:

Village of Lexington Contractor Requirement Checklist

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

| 1. | Insurance |
|----|-----------|
| | |

- Minimum of \$1,000,000 liability Must provide current certificate of insurance. b. (/) Must provide a copy of policy stating the Village of Lexington as an additional insured. c. (/) Workers Compensation - Must provide current certificate of insurance or submit the appropriate Sole Proprietor "hold harmless" form attachment A or B. Vehicle liability - Must provide current certificate of insurance for all vehicles used for contracted work.

2. Safety

- a. (1) Contractor shall warrant that employees are trained and certified for confined Entry when required for the contracted work.
- b. ($\sqrt{\ }$) Contractor shall warrant that employees are trained and certified for Personal Protection Equipment use when required for the contracted work.

3. Equipment

Contractor shall warrant their capability of supplying all required equipment in good working condition, including employee safety standards, necessary for contracted work.

4. Qualification

- a. (/) All contractors shall provide a copy of their current State business license. The village will determine if licensing is required based on project.
- b. (1/) 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. (1) 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. Utility Liability

a. Contractor understands that he/she will be held liable for any material and or monetary damage caused to any utility, either village, public or privately owned, by the contractor during the performance of a contract.

6. Initiation of Work Payment

- a. No work is to proceed until all requirements are verified to have been met by the Village Department Manager hiring the contractor.
- b. No work is to proceed until the service contract is signed and filed with the Village Clerk and
- c. No payments, including advances or progress, are to be made unless all requirements are met and payment is authorized by the DDA.

Matthe Homely Projection ate: 03/14/2025 Signature of Contractor:



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 27, 2025, 2:00 pm

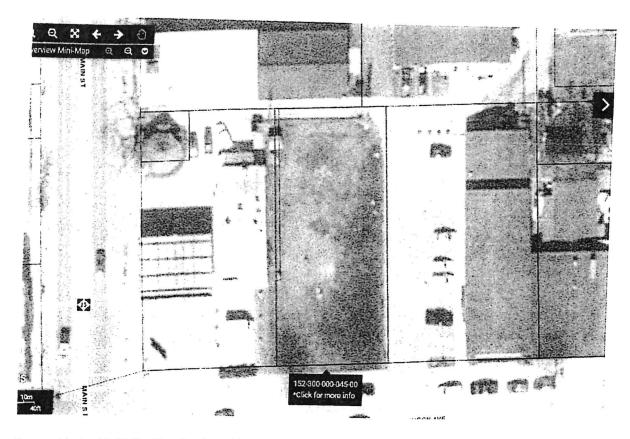
Contact Information:

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.

Scope of Work:

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:

- 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.



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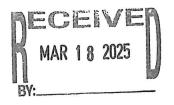
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Village of Lexington Contractor Requirement Checklist

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

| 1. Insurance | |
|--|--|
| a. () b. () c. () d. () | 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. Vehicle liability - Must provide current certificate of insurance for all vehicles used for contracted work. |
| b. () | Contractor shall warrant that employees are trained and certified for confined Entry when required for the contracted work. Contractor shall warrant that employees are trained and certified for Personal Protection Equipment use when required for the contracted work. |
| 3. <u>Equipment</u> | |
| | Contractor shall warrant their capability of supplying all required equipment in good working condition, including employee safety standards, necessary for contracted work. |
| 4. Qualification | |
| b. () A ir c. () A re d. () A co Pr | All contractors shall provide a copy of their current State business license. The village will determine if licensing is required based on project. 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 eferenced documentation in sections 1, 2 and 3. All contractors seeking work from the Village shall submit with bids a list of submit actors anticipated to work on the project and their company contact information. Eigenvertigation is a responsible for ensuring sub-contractors with all contractors equirements. |
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| daillage | or understands that he/she will be held liable for any material and or monetary caused to any utility, either village, public or privately owned, by the contractor during ormance of a contract. |
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| a. No work is Departme b. No work is DDA. c. No paymen | to proceed until all requirements are verified to have been met by the Village ent Manager hiring the contractor. to proceed until the service contract is signed and filed with the Village Clerk and ets, including advances or progress, are to be made unless all requirements are met and a sauthorized by the DDA. |
| Signature of Contr | ractor: Date: |



VILLAGE OF LEXINGTON

AUTHORITIES, BOARDS, COMMISSIONS AND COMMITTEES, APPLICATION

Your interest and expressed willingness to serve the Village of Lexington is appreciated. The purpose of this application form is to provide the President and Village Council with basic reference data and information pertaining to individuals being considered for appointment to a Village Council appointed Authority, Board, Commission or Committee. The information supplied on this form will be available only to the President and Village Council in their deliberation for SURCHORDE.

| | | | DATE: 3/10/2025 | _ |
|---------------|--------------------------------|---------------------|--|----|
| PRINT NAME | Vogtmann : | David | Alan | • |
| | Last | First | Middle | |
| STREET: 734 | 14 Huron #201 | | PHONE: | |
| EMPLOYER:_ | Green in the Thumb | | | _ |
| BUSINESS AD | DRESS:_PO Box 175 | | CITY: Lexington | |
| BUSINESS TEI | LEPHONE: above | EMAIL A | DDRESS_djvo0801@yahoo.com | |
| ***** | ********* | ***** | ************ | ** |
| How long hav | e you lived continuously w | ithin the Villa | ge of Lexington?10 years | |
| aowntown mic | ning. My-expertise-and-de | past board e | r appointment to any of the groups listed belo a retired engineer bring to the table strong enhance beautification efforts making experience i understand collaboration and eme an ideal candidate to support downto | |
| ****** | ********* | ****** | ************* | ** |
| If choosing m | ore than one, list in priority | y, i.e., 1- First (| Choice 2 – Second Choice, etc. | |
| | Cemetery Board | | MHP advisory board | |
| | Planning Commission | | ZBA | |
| X | Downtown development | authority | Historical District Study Comm | n. |
| | Parks and Rec Committee | 2 | | |
| | Environmental Committe | e | | |



LEXINGTON DOWNTOWN DEVELOPMENT AUTHORITY FACADE IMPROVEMENT PROGRAM POLICY

ARTICLE I INTRODUCTION

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:

- 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.

| STATE OF MICHIGAN)) ss |
|---|
| COUNTY OF Saniac |
| On this 31 day of Narch, 2025, before me a Notary Public in and for said Count and State, appeared Narthuw McDoald 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. |
| Natasha Wiley Notary Public, Sanilac County, Michigan My Commission Expires Feb. 12, 2031, Commission Expires: Reb 12, 2031 Acting in Sanilac County |
| |
| THIS SECTION FOR DDA USE ONLY |
| Notes: |
| |
| |
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| faller fa |
| DDA Recommendations: |
| |
| Grant Approved By DDA Board: Yes No |
| Maximum Amount of Grant Awarded: \$ |

LEXINGTON DOWNTOWN DEVELOPMENT AUTHORITY 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 |
|---|
| Name of Applicant:Mathew Aaron McDonald |
| 2. Address of Applicant: 3153 Babcock Rd, Lexington, MI 48450 |
| 3. Phone Number:313-218-5231 |
| 4. Property Owner: Lexington Loft LLC |
| 5. Phone Number of Property Owner(s):313-218-5231 Mathew Aaron McDonald |
| 6. (a) Property Address: 5540 Washington Ave, Lexington, MI 48450 |
| (b) Property Parcel ID Number:152-340-000-006-00 |
| 7. Describe the Project (attach additional pages if needed): Attach ed |
| Adrii |
| 8. (a) Proposed Project Start Date: A-Prij |
| (b) Proposed Project End Date: May 2025 |
| 9. Describe how the Project meets the purposes of the Façade Improvement Program: We suchcised a bight and abonded building and will be asstrally improving it. |
| Attach two (2) written cost estimates, with breakdowns of the cost by category. |
| 11. Attach a copy of the deed to the property. Attached |
| 12. Attach a written statement from the property owner indicating that he/she approves of the project. Attach |
| 13. Describe any conditions of blight existing at the property: Attached |
| |

| 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: Attached |
| |
| 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: 3/31/25 |
| PRINT NAME: Mg H Macld TITLE: CEO /Owner |
| DATE: |
| PRINT NAME: |
| TITLE: |

Quote #1 Landscaping

Alpine Services LLC PO Box 374 Lexington MI 48450 810-359-8160

PROPOSAL 3-10-25

Lake Effect Lexington MI 48450

QUANTITY DESCRIPTION UNIT PRICE TOTAL

Excavate backyard 8 inches below back door threshold and remove dirt Add 4 inches of crushed gravel. Install block retaining wall on south side of backyard. Remove front deck, install channel drain in front of building and weeping tile on north side of building

TOTAL

\$9360.00

Quote # 1-1 Concrete

MARTIN CONCRETE CONTRACTING

Kevin Martin

5242 Altona Drive

M C

WORK ESTIMATE

Estimate for: Matt McDonald

Address: Washington St.

Ph:

Date: 3/20/2025

Lexington, MI 48450

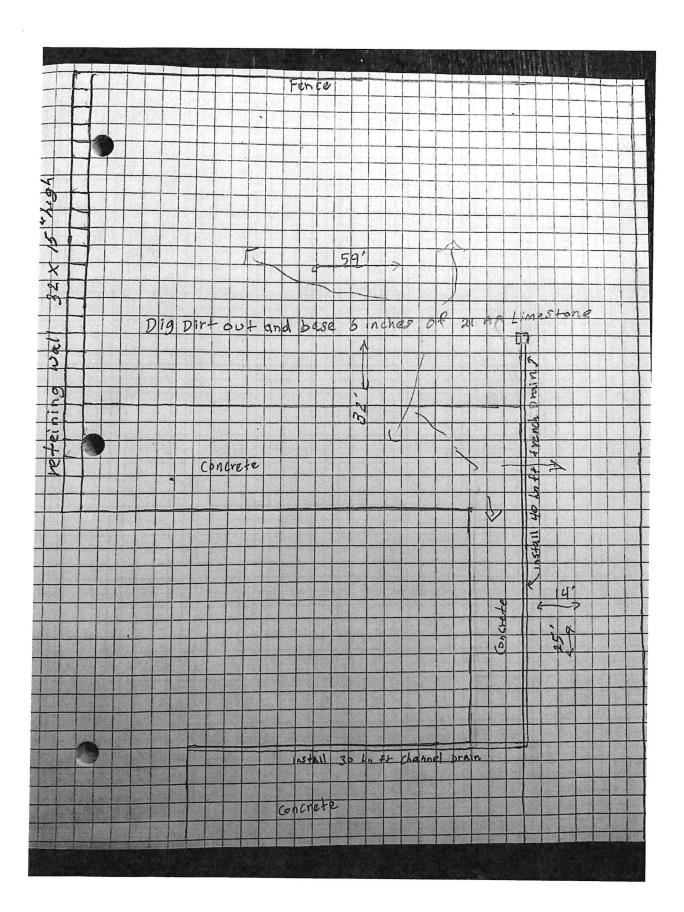
810-404-2223

Licensed & Insured - Lic. No. 2101204827

| Description | Quantity | Unit | Unit Price | Amount |
|--|----------|------|-----------------------|-----------|
| North sidewalk: 5' x 46' | 230 | sqft | \$8.00 | \$1840.00 |
| New 4" reinforced concrete sidewalk with light | | | | |
| broom finish. | | | | |
| South sidewalk: 3' x 46' | 138 | sqft | \$8.00 | \$1104.00 |
| New 4" reinforced concrete sidewalk with light | | | | |
| broom finish. | | | | |
| Front Patio: 12'6" x 25' 6' x 16' | 408 | sqft | \$8.00 | \$3264.00 |
| New 4" reinforced concrete patio with light | | | | |
| broom finish. | | | | |
| Rear Patio: 10' x 45' | 450 | sqft | \$8.00 | \$3600.00 |
| New 4" reinforced concrete patio with light | | | | |
| broom finish. | | | | |
| Additional Information: -All restoration included in price -Permit included in price | | | Total: \$ 9,808.00 | |
| Customer Signature: | | | Date: | |
| Company Representative Signature: | | | | |

Quote#2 landscraping/concrete

| TO Alina Rits ADDRESS 5540 Washington street (CITY, STATE Lexington Mi 48450 PHONE NO. 248-761-8794 We hereby propose to furnish the materials and perform the labor necessary for the cor Install reteining wall, install Nds S French Drain Area below for additional description and/or drawings: Dig 14 Dirt from side and Back of INSTALL SQ mith 15 thigh reteining wall washers and provided in the S Lustall SQ mith 15 thigh reteining wall washers and provided in the S Lustall SQ mith 15 thigh reteining wall washers at the S Lustall SQ mith 15 thigh reteining wall washers at the S Lustall SQ mith 15 thigh reteining wall washers at the S Lustall SQ mith 15 thigh reteining wall wall so the S Lustall SQ mith 15 thigh reteining wall wall so the S Lustall SQ mith 15 thigh reteining wall wall so the S Lustall SQ mith 15 thigh reteining wall wall so the S Lustall SQ mith 15 thigh reteining wall wall so the S Lustall SQ mith 15 thigh reteining wall wall so the S Lustall SQ mith 15 thigh reteining wall wall so the S Lustall SQ mith 15 thigh reteining wall wall so the S Lustall SQ mith 15 thigh reteining wall wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the S Lustall SQ mith 15 thigh reteining wall so the | BID NO. WORK TO BE PERFORMED AT: ADDRESS CITY, STATE DATE OF PLANS 3 - 10 - 25 Impletion of Dig Out Directory Per D Channel Dr. Per D Channel Dr. Fane Girches Deep | t, install stone ain and — |
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| Alina Rits ADDRESS 5540 Washington street (CITY, STATE Lexington Mi 48450 PHONE NO. 248-761-8794 We hereby propose to furnish the materials and perform the labor necessary for the cor Lostal reteining wall, install Nds of French Drain Area below for additional description and/or drawings: Dip of the Dirth From Side and Back of INSTALL SO Various of 21 AACTUS hed line 8. MALERIAL 32 No. 64 15 Wingh reteining wallshall 32 No. 65 14 16 16 16 16 16 16 16 16 16 16 16 16 16 | WORK TO BE PERFORMED AT: ADDRESS CITY, STATE DATE OF PLANS 3 - 10 - 25 Impletion of Dig Out Directory Per D Channel Dr. Per D Channel Dr. And Gincles Deep | t, install stone ain and - |
| ADDRESS 5540 Washington street (CITY, STATE Lexington Mi 48450 PHONE NO. 248-761-8794 We hereby propose to furnish the materials and perform the labor necessary for the cor Lnstall reteining wall, install Nds of French Drain Area below for additional description and/or drawings: Dilg of additional description and/or drawings: Dilg of additional description and/or drawings: Material Spans of 21 April Shed in 6. Material Grean Wall - 6.2400 Material Grean Wall - 6.2400 | ADDRESS CITY, STATE DATE OF PLANS 3 - 10 - 25 Impletion of Dig Out Directory Spee D Channel Dr Panel Ginches Deep JEUN | t, install stone ain and — |
| CITY, STATE Lexington Mi 48450 PHONE NO. 248-761-8794 We hereby propose to furnish the materials and perform the labor necessary for the cor Lnstall reteining wall, Install Nas S French Drain Area below for additional description and/or drawings: Dig out District from side and Back of Lnstall So yards of 21 AACHShed line 5. Lnstall 32 hards of 21 AACHShed line 5. Lnstall 32 hards of 21 AACHShed line 5. Lnstall 32 hards of 21 AACHShed line 5. | CITY, STATE DATE OF PLANS 3 - 10 - 25 Impletion of Dig Out Dir- Spee - D Channel Dr F property appro- Fance 6 inches Deep | t, install stone ain and — |
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| We hereby propose to furnish the materials and perform the labor necessary for the core last all reteining wall install Nots of French Drain Area below for additional description and/or drawings: Dig wat Dirtherm side and Back of Install Go Varias of 21 AACHUS hed line sides was a superior and the superior of the s | property appherance 6 inches Deep | t, install stone ain and — |
| Install reteining wall install Nos s French Drain Area below for additional description and/or drawings: Dig of District from side and Back of Install 60 yards of 21 AACTUShed inco. | pee D Channel Dr property appro- tane Ginches Deep | ain and — |
| | | |
| material is guaranteed to be as specified, and the above work to be performed in a substantial workmanlike manner for the sum of 19.250 notes to bollars (\$9,625 at compared to the sum of 19.250 at c | nyments to be made as follows. | |
| | RAMITO GONE | ealez |
| executed only upon written order, and will become an extra charge and show the estimate. All agreements contingent upon strikes. | er Alina KITO | |
| mis, or delays beyond our country | | withdrawn by us if not accepted within |
| CEPTANCE OF PROPOSAL The above prices, specifications, and condition specified. Payments will be made as outlined | ns are satisfactory and are hereby acce I above. | epted. You are authorized to do the |
| CEPTANCE OF PROPOSAL Ine above prices, specified. Payments will be made as outlined Signatu | | |
| Signatu | ure | |
| - 0/51 | | STOLL Was Color |







SANILAC COUNTY SEPTEMBER 20 2024 RECEIPT #11141 MICHIGAN \$ 231.00-CO
REALESTATE TRANSFER TAX STAMP # 24651



LIBER 1599

PAGE 885

2024 SEP 20 AM 10: 36



RECEIVED FOR RECORD MICHELE VANNORMAN, REGISTER OF DEEDS SANILAC COUNTY, MICHIGAN 09/20/2024 1:02:08 PM

Warranty Deed - Statutory Form C.L. 1948, 565.151 M.S.A. 26571

KNOW ALL MEN BY THESE PRESENTS: That Joseph L. Kasper, whose address is 7269 Huron Ave., Lexington, MI 48450, convey(s) and warrant(s) to M & R Lex L.L.C., whose address is 3153 Babcock Rd, Lexington, MI 48450 the following described premises:

Land Situated in the State of Michigan, County of Sanilac, Village of Lexington.

The South 63.00 feet of Lot 6, Plat of the Village of Monrovia, now the Village of Lexington, being a subdivision in part of the Northwest quarter of fractional Section 31, Town 10 North, Range 17 East, according to the plat thereof as recorded in Liber of Town Plats, page 1, Sanilac County Records.

Commonly known as: 5480 Washington St., Lexington, MI 48450

for the full consideration of Two Hundred Ten Thousand And No/100 Dollars (\$210,000.00).

Subject to easements, reservations, restrictions and limitations of record, if any, and further subject to:

NONE

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: September 19, 2024

Signed and Sealed:

Joseph L. Kasper

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.

v. 0. 2

Date '

BY:_

| 03 | 11, |
|-----|------|
| :00 | 104/ |
| PM | 2024 |
| | |

152-340-000-006-00 Property Address: 7296 HURON KASPER JOSEPH & PAULA 7296 HURON AVE LEXINGTON MI 48450

TAX HISTORY

| VIL TAXES VIL INTRST VIL PAID VIL PMT DATE VIL RECPT NO | WIN TAXES WIN INTRST WIN PAID WIN PMT DATE WIN RECPT NO | SUM TAXES SUM INTRST SUM PAID SUM PMT DATE SUM RECPT NO | TAXABLE BOR/MTT ASSESSED BOR/MTT PRE/MBT % BOR/MTT SCHOOL | |
|---|---|---|---|------|
| 1,348.28 0.00 1,348.28 09/16/2024 00000945 | 0.00 0.00 0.00 | 1,292.51 0.00 1,292.51 09/16/2024 00002541 | 127,370 127,370 164,900 164,900 25.0000 25.0000 76080 | 2024 |
| 1,309.77 0.00 1,309.77 09/13/2023 00000889 | 3,598.32 0.00 3,598.32 02/12/2024 00002437 | 1,231.07 0.00 1,231.07 09/13/2023 00002028 | 121,305 121,305 204,100 204,100 0.0000 0.0000 76080 | 2023 |

History Info Printout FOR VILLAGE OF LEXINGTON

Page: 1/1
DB: 2024 Lexington Township



#9,#12,#13,#16

7. Project Description

The Lexington Loft LLC business was created by local owners of the Lexington community. We have purchased an abandoned and blighted building in the heart of the social district in the downtown of Lexington. The building was a staple in the community also known as the "Surf Shop".

As members of the community, we are well aware that this business was not functional and after the years became the "sore spot" in the vibrant Lexington downtown.

With that in mind, the property was purchased with the idea to make it as a destination attraction for visitors and local members of the community. Granted that this building has a significant historic value, we want to preserve its unique identity. However, we would love to bring some modern-day flavor to it. Not only would we love to beautify the exterior of the building, but it will house multiple businesses. This will have a long-term effect in stimulating local economy with providing additional taxable revenue, and at the same time will create job opportunities within the local community.

To accomplish this objective, we have hired a local architect, Shane Hernadez, who has performed similar work and is knowledgeable with the DDA design guidelines. This property requires significant revitalization of exterior and interior build such as modern plumbing, HVAC, heating cooling, electrical and masonry work.

9. An abandoned building will be completely redone to create new business spaces that will hire locals from Lexington community and create new taxable revenue for the city.

12. Lexington Loft LLC is a real-estate company comprising of 4 members: Matthew Aaron McDonald, David William Rickerman, Yevgeniy Rits and Alina Rits. We approve this project to beautify this building which can become a shining star in the heart of Lexington.

- 13. The exterior wooden boards and roofing of the building show significant age deterioration with mold and potential signs of asbestos. The building has been abandoned for multiple years and is located in the heart of social district within the city of Lexington. The interior of the building has unusable plumbing, no current gas service and questionable electrical wiring that most likely doesn't fit building standards. There is no heating or cooling equipment present.
- **16**. Restoring and repurposing old building known in the community as a "surf shop". The project will restore the building and create a space for business in the center of Lexington. It will also bring jobs and tax revenue to the town. The project will strengthen and unite the Lexington community for the years to come.

DDA 2022-2023 Budget per minutes of May 16, 2022 meeting

| Item | Amount |
|----------------------------------|-------------|
| Administrative Reimbursement | \$6,000.00 |
| Supplies | \$500.00 |
| Training | \$1,000.00 |
| Christmas Decorations | \$12,000.00 |
| Internet | \$10,000.00 |
| Music | \$1,500.00 |
| Advertising | \$15,000.00 |
| Legal | \$500.00 |
| Contracted Services | \$10,000.00 |
| DDA services provided by Village | \$55,000.00 |
| Landscaping Maintenance | \$10,000.00 |
| DDA Grants | \$30,000.00 |
| Donations | \$7,500.00 |

\$159,000.00

2023-2024 Budget

| ltem | 1 |
|--|-------------|
| A STATE OF CO. | Amount |
| Administrative Reimbursement | \$11,000.00 |
| DDA services provided by Village (DPW) | \$60,000.00 |
| DDA/LBA/Event Assistance | \$25,000.00 |
| Supplies | \$4,000.00 |
| Training / Memberships | \$1,200.00 |
| Christmas Decorations | \$15,000.00 |
| Internet | \$0.00 |
| Music (\$100/mo.+\$300 XM) | \$500.00 |
| Advertising | \$12,000.00 |
| Legal | \$500.00 |
| Streetscape Upgrades | \$5,000.00 |
| Flowers | \$15,000.00 |
| DDA Grants | \$30,000.00 |
| Donations | \$7,500.00 |

\$186,700.00

2024-2025 Budget

| ltem | Amount |
|----------------------------------|-------------|
| DDA Services provided by Village | \$85,000.00 |
| Computer-Hardware-Software | \$2,000.00 |
| Supplies | \$0.00 |
| Training / Memberships | \$700.00 |
| Christmas Decorations | \$20,000.00 |

| Internet | \$0.00 |
|----------------------------|-------------|
| Music (\$100/mo.+\$300 XM) | \$500.00 |
| Advertising | \$10,000.00 |
| Legal | \$1,000.00 |
| Contracted Services | \$10,000.00 |
| Flowers | \$15,000.00 |
| DDA Grants | \$40,000.00 |
| Donations | \$15,000.00 |

\$199,200.00

2025-2026 Budget

| ltem | Amount |
|--|--------------|
| DDA Services provided by Village | \$95,000.00 |
| Computer-Hardware-Software | \$0.00 |
| Supplies | \$7,000.00 |
| Training / Memberships | \$1,350.00 |
| Christmas Decorations | \$16,000.00 |
| Music (\$100/mo.+\$300 XM) | \$1,200.00 |
| Advertising | \$5,000.00 |
| Legal | \$1,000.00 |
| Contracted Services | \$10,000.00 |
| Flowers (& Landscaping Maintenance) | \$18,000.00 |
| DDA Grants | \$40,000.00 |
| Donations (Sponsorships) | \$22,500.00 |
| Village Green Rent | \$15,450.00 |
| Village Green Improvements & utilities | |
| Admin Assistant | \$15,000.00 |
| 4th of July | \$22,000.00 |
| Coles Alley | \$100,000.00 |
| Sidewalk Repairs | |
| Parking Infrastructure | |
| | |

\$369,500.00



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

Liz Jackson Lee Jones

John Groustra

DEGEIVE MAR 3 1 2025

March 31, 2025

Lexington Downtown Development Authority, Village of Lexington 7227 Huron Ave #100 Lexington, MI 48450

Dear Authority Members,

It is the time of year when the Lexington Arts Council announces our Music in the Park and Bach Festival concerts. We are again featuring our 3rd annual "Art Lives" during the annual Art Fair in August. Additionally we are presenting a free event, Saturday July 19th at Tierney Park. This event will feature the Community Band, Bach musicians, and various other local artists, ending the evening with Dave Bennett.

We are celebrating the 25th year of the Lexington Bach Festival which is remarkable. Music in the Park and the Bach Festival have become part of the cultural tapestry of our community, enlightening and entertaining the residents and visitors of the Village of Lexington.

Respectfully, on behalf of the Arts Council, I request that the Authority award a donation in the amount of \$10,000 in support of our 2025 programming. Because of you, we can bring over 15 events to our community.

Thank you for your consideration of this request.

Dennis Quinn Scott Ryan Mike Ziegler

Michelle Measel-Morris

In Memoriam Jim Macksey

Lexington Arts Council P.O. Box 434 Lexington, MI 48450

810-359-1880 lexington-arts.org

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

Sincerely,

Lexington Arts Council

The arts are alive in the greater Thumb Blue Water community

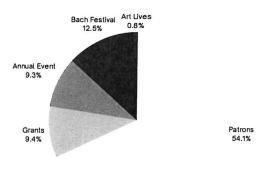
All because of

Glebrating 25 years in 2025

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

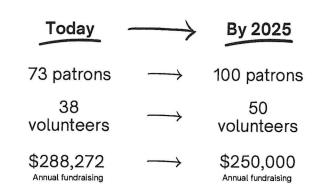
| | Project | Details | Outcomes |
|-----|------------------------------|---|---|
| 9 | Music in the Park | Free outdoor concerts every Friday night down by the harbor | Approximately 15,000 people attended throughout the summer |
| 5 | Lexington Bach Festival | 5 classical music concerts throughout 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



2024 Income

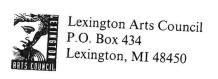
Mission: The Lexington Arts Council creates cultural opportunities in the greater Thumb Blue Water community providing musical, visual, and fine arts programming.



Lexington Arts Council P.O. Box 434, Lexington, MI 48450

13.9%

810-359-1880 www.lexington-arts.org





Are You Or Someone You Know Interested In Supporting The Lexington Arts Council?

| Many Areas to Choose From Check all that are of interest to you Volunteer Advertiser/Sponsor Events Patron/Financial Contribution Board Member Grants Music in the Park ~ Bach Festival ~ Art Lives in Lexington ~ Annual Appreciation Party | NAME | | EMAILPHONE | | |
|---|-----------|--|---|--|--|
| Check all that are of interest to you Volunteer Advertiser/Sponsor Events Patron/Financial Contribution Board Member Grants | ADDRESS_ | | | | |
| Discourse farily |)' | Check all tha Volunteer Events Board Member | t are of interest to you Advertiser/Sponsor Patron/Financial Contribution Grants | | |

To start a nonprofit in Michigan and get 501c3 status, follow these steps:

- Step 1: Name Your Michigan Nonprofit
- Step 2: Choose Your Registered Agent
- Step 3: Select Your Board Members & Officers
- Step 4: Adopt Bylaws & Conflict of Interest Policy
- Step 5: File the Articles of Incorporation
- Step 6: Get an EIN
- Step 7: Apply for 501c3

Some name ideas (don't laugh, this is for brainstorming):

Lexington Village Downtown (.org)

Downtown Lexington

Lexington Good Life

Lexington Life

Lexington Matters

Lexington Village Hub

The Village Hub