

VILLAGE of LAWTON
REGULAR COUNCIL MEETING
BEING HELD REMOTELY

125 South Main Street – Lawton MI 49065 269.624.6407

April 10, 2020 – 7:00 p.m.

The Governor of the State of Michigan, pursuant to the provisions of the Emergency Management Act, 1976 PA 390, as amended, MCL 30.401-.421, and the Emergency Powers of the Governor Act, 1945 PA 302, as amended, MCL 10.31- 33, issued an executive order, No. 2020-15, which authorized remote participation in public meetings. It has been determined by the Village of Lawton that an electronic meeting is necessary to protect the public health. Public participation is encouraged and procedures facilitating that participation are outlined in supplemental materials attached.

TO ACCESS THE MEETING REMOTELY:

BY PHONE: Dial +1 (312) 626-6799 and ENTER Meeting ID# 223 344 0545

BY COMPUTER: <https://zoom.us/j/2233440545> and ENTER Meeting ID# 630 358 282

AGENDA

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. RESOLUTION TO ADOPT REMOTE PUBLIC MEETING PROCEDURES**
- V. CONSENT AGENDA**
 - A. Approval of April 14, 2020 Agenda
 - B. March 10, 2020 Council Meeting Minutes
 - C. Approval of Disbursements in the amount of \$55,619.59
 - D. Approval of Purchase for WWTP Supplies (Ferric Chloride) from Webb Chemical in the amount of \$6,412.50
 - E. Approval of Purchase for WWTP Supplies (Hand Lever Actuator) from Aqua-Aerobic Systems, Inc in the amount of \$2,946.31
 - F. Approval of Purchase for WWTP Supplies (Linear Actuator and Butterfly Valve) from Aqua-Aerobic Systems, Inc in the amount of \$3,109.01
- VI. COMMUNICATIONS AND CORRESPONDENCE**
- VII. CITIZENS' COMMENTS – (Please keep to 3 minutes thank you)**

VIII. PUBLIC HEARING – Hear Public Comment regarding the Establishment of a Commercial Rehabilitation District at 99 Walker Street in Lawton, MI

IX. OLD BUSINESS

- A. Resolution 20-05 - A Resolution to Proceed with the Redevelopment Ready Communities (RRC) Program with the Michigan Economic Development Corporation (MEDC) to assist the Village in creating strong partnerships and developing best practices for community redevelopment.

X. NEW BUSINESS

XI. BOARD, COMMITTEE, AND STAFF REPORTS

- A. Planning Commission
- B. Downtown Development Authority (DDA)
- C. Community & Economic Development Committee (CEDC)
- D. Finance and Administration Committee
- E. Police Department
- F. Public Services
- G. Village Manager

XII. COUNCIL COMMENTS

XIII. ADJOURNMENT - NEXT REGULAR MEETING DATE – *May 12th, 2020*

Please Note: The Village of Lawton (“Lawton”) is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities, are requested to contact Joni Bell, Village Clerk, at (269) 624-6407, or jbell@lawtonmi.gov to allow the Village to make reasonable accommodations for those persons. Additionally, if you have any questions or comments that you would like addressed to the Village Council, and you are unable to make the meeting, please forward them to the Village Manager at imusl@lawtonmi.gov.

VILLAGE OF LAWTON
VAN BUREN COUNTY, MICHIGAN
www.lawtonmi.gov
Posted this 10th day of April 2020



VILLAGE of LAWTON
REGULAR COUNCIL MEETING
BEING HELD REMOTELY

125 South Main Street – Lawton MI 49065

April 10, 2020 – 7:00 p.m.

SUPPLEMENTAL MATERIALS TO AGENDA

PLEASE NOTICE: The Governor of the State of Michigan, pursuant to the provisions of the Emergency Management Act, 1976 PA 390, as amended, MCL 30.401-.421, and the Emergency Powers of the Governor Act, 1945 PA 302, as amended, MCL 10.31- 33, issued an executive order, No. 2020-15, which authorized remote participation in public meetings. It has been determined by the Village of Lawton that an electronic meeting is necessary to protect the public health. Public participation is encouraged and procedures facilitating that participation are outlined as follows:

To join the meeting by phone:

- 1.) Attend by phone, using your touchtone keypad
 - Dial +1 (312) 626-6799
 - Enter the Meeting ID# - 223 344 0545

To join the meeting by Zoom Video Conference:

- 1.) You will need a computer, tablet, or smartphone with speaker and headphones.
- 2.) In your browser enter this link: <https://zoom.us/j/2233440545> Meeting ID# - 630 358 2822

At the start time of the meeting, enter the link to join via computer. You may be instructed to download the Zoom application. You have an opportunity to test your audio at this point by clicking on "Test Computer Audio." Once you are satisfied that your audio works, click on "Join audio by computer."

We recommend completing these steps ahead of time to assure you are able to connect.

REMOTE PUBLIC MEETING PROCEDURE

Start Recording.

Confirm attendees are muted, and chat, file sharing, screen sharing, video sharing, and similar functions are turned off.

Moderator calls meeting.

Moderator announces Roll Call.

Moderator confirms Board/Council/Commission members' video and audio is working.

Moderator introduces him/herself.

Moderator announces Agenda.

Moderator announces ground rules for public comment.

- 1) The Moderator will recognize the public and establish the order of public comment. *Where the conference software does not establish the order of public comment, the Moderator him or herself may do so. For example, the Moderator could state, "We'll now take public comment. Those wishing to provide comment are requested to announce themselves by stating their first and last name starting with individuals whose last name begins with A. Does anyone have a last name beginning with A who would like to comment?"*
- 2) Unless required by law, there shall only be one Public Comment period, which shall be immediately after these instructions. Each Attendee may only comment once for a maximum of 3 minutes.
- 3) All Attendees are prohibited from the following:

- i. Speaking when not recognized by the Moderator.
 - ii. Shouting.
 - iii. Speaking or texting outside of the public comment period.
 - iv. Causing technical disruptions, including but not limited to feedback from microphones, buzzing, etc. whether or not intentional.
 - v. Otherwise disrupting the meeting.
- 4) The Moderator may mute or bar the disrupting individual from the meeting.
Prior to excluding the person or muting them for the remainder of the meeting, the Moderator shall provide a warning to the individual that their disruption “constitutes a breach of the peace and it must cease immediately.” It is best to give them multiple opportunities to stop. Further, you should only take action to the extent necessary; if muting the participant solves the problem, then that should be the extent of what is done. Profanity and insults should not be considered a disruption.

Moderator calls Agenda Item.

Moderator recognizes individual public officials to discuss (for example, “I call on Jane Smith for discussion. ... I call on Joe Smith for discussion.”)

Moderator calls for ROLL CALL vote (all votes shall be by roll call).

Moderator calls for the next Agenda Item.

Moderator, in his or her discretion, may deviate from these procedures without a vote of the public body.

Members of the public will only be able to speak during the public comment portion of the meeting and such comment will be limited to three minutes per person. To provide for orderly public participation, a person wishing to speak must state their name and request to be recognized by the Village Council Moderator. The Moderator will recognize all persons wishing to speak during public comment. A copy of the meeting materials and agenda may be found via link on the Village’s homepage at www.lawtonmi.gov.

If you have any questions or comments that you would like addressed to the Village Council, and you are unable to make the meeting, please forward them to the Village Manager at imusl@lawtonmi.gov or 269.624.6407.

The Michigan Relay system will provide auxillary services for the meeting for those deaf, hard of hearing, or speech-impaired. Hamilton Relay is the contracted service provider for Michigan Relay. **Users may reach Michigan Relay by dialing 7-1-1.** There is no additional charge to use this service. Only normal telephone charges will be applied. There are no limits to the length or number of calls you place. For more information, visit: https://www.michigan.gov/mpsc/0,9535,7-395-93308_93325_93425_94040_94041---,00.html

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A copy of this notice is on file with the Village Clerk, and may be obtained during normal business hours by calling the number above and requesting an emailed copy.

Post On: April 10, 2020

by: _____
Lisa Imus, Village Manager

VILLAGE OF LAWTON
VAN BUREN COUNTY, MICHIGAN
www.lawtonmi.gov

**VILLAGE OF LAWTON
COUNTY OF VAN BUREN
STATE OF MICHIGAN**

**RESOLUTION NO. 20-06
A RESOLUTION TO ADOPT REMOTE PUBLIC MEETING PROCEDURES**

At a regular meeting of the Village Council for the Village of Lawton, Michigan, held at the Lawton Village Hall, Lawton, Michigan, on the 14th day of April 2020, at 7:00 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by Councilperson _____ and supported by Councilperson _____.

RESOLUTION

WHEREAS, the Governor of Michigan has issued Executive Order 2020-15 to encourage social distancing and allow for remote attendance of meetings and hearings of public bodies; and,

WHEREAS, the Governor of Michigan has issued Executive Order 2020-21 to require individuals to Stay Home Stay Safe and not permit public gatherings, and **WHEREAS**, these orders require that social distancing of all individuals must be maintained due to health concerns surrounding the COVID-19 virus; and,

WHEREAS, Any regularly held meeting deemed essential to the operation of the Lawton Village Government will be held remotely through the Zoom application or by a conference call. Notifications of any meeting held will contain the instructions on how a resident may join the meeting, the rules for attending the meeting, and also the manner in which questions can be asked; and,

WHEREAS, A Remote Public Meeting Procedure has been developed and through this Resolution will be adopted by the Village Council of Lawton to guide meetings being held remotely.

NOW THEREFORE, BE IT RESOLVED, The Village of Lawton Village Council adopts the attached Remote Public Meeting Procedures to facilitate remote public meetings and hearings and ensure public participation.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 14th day of April 2020.

VILLAGE OF THE VILLAGE OF LAWTON

BY: _____
Richard Reeves, President

BY: _____
Joni Bell, Village Clerk

CERTIFICATION

I, Joni Bell, duly appointed Clerk of the Village of Lawton, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Lawton Village Council at a regular meeting held on Tuesday, April 14th, 2020 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

VILLAGE OF LAWTON

BY: _____
Joni Bell, Village Clerk

REMOTE PUBLIC MEETING PROCEDURE

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Moderator calls Agenda Item.

Moderator recognizes individual public officials to discuss (for example, "I call on Jane Smith for discussion. ... I call on Joe Smith for discussion.")

Moderator calls for ROLL CALL vote (all votes shall be by roll call).

Moderator calls for the next Agenda Item.

Moderator, in his or her discretion, may deviate from these procedures without a vote of the public body.

VILLAGE OF LAWTON
Regular Meeting Minutes – Tuesday, March 10, 2020 at 7:00 p.m.
Lawton Village Hall – 125 S Main Street, Lawton MI 49065
WWW.LAWTONMI.GOV 269.624.6407

- I. **CALL TO ORDER:** President Reeves called the March 10th, 2020 Meeting of the Lawton Village Council to order at 7:00 p.m.
- II. **PLEDGE OF ALLEGIANCE:** All present were asked to stand for the Pledge of Allegiance.
- III. **ROLL CALL:** Present: President Reeves. Trustees: J. Appleby, J. Peterson, E. Dudek, G. Dudek, and R. Turner. Absent: P. Knudstrup. Others present: Village Manager Imus, DPW Superintendent T. Hackenberg, Chief Mack, Attorney Heckman, and 8 guests.
- IV. **PUBLIC HEARING:** Peterson, with support from Appleby made a motion to open the 2020/2021 Village Budget Public Hearing at 7:02. President Reeves opened the floor to public comment. Peterson confirmed that there were funds in the budget for the operation of the Splash Pad, new Flags, Spring Cleaning, Sidewalks, and Tree Removal. President Reeves asked if there were any additional comments, and with none, Turner, with support from E. Dudek, made a motion to close the public hearing. Motion passed with a unanimous voice vote.
- V. **CITIZENS COMMENTS:** None.
- VI. **CONSENT AGENDA:**
 - A. Minutes from the February 25th Village Council Meeting: Moved by J. Peterson, Support by R. Turner to approve the consent agenda as presented. Ayes: E. Dudek, G. Dudek, P. Knudstrup, J. Peterson, R. Turner, J. Appleby, R. Reeves Absent: None. Motion Passed.
 - B. Approval of Disbursements in the amount of \$61,587.55.
Peterson, supported by Appleby, made a motion to approve the consent agenda. Motion approved by unanimous voice vote.
- VII. **COMMUNICATIONS AND CORRESPONDENCE:** None
- VIII. **COUNCIL COMMITTEE REPORTS:**
 - A. G. Dudek reported that the DDA was making progress with the Splash Pad. Pavers have been ordered and the water installation and some excavation have been completed. Construction contracts have been awarded and should begin the week of April 17.
 - B. Turner reported that the Planning Commission Meeting was tabled in February.
 - C. Reeves reported that the Finance and Administration meeting was held today. Discussion focused around a revised plan for NextGen to purchase limited area in the parking lot of the Little League Fields, and not disrupt the majority of the fields. A meeting will be set between Little League and NextGen representatives to discuss.

- D. Dudek reported that the Water and Sewer Committee were still reviewing the water rates and needed to set another meeting to finalize.
- E. Appleby reported that the Lawton Robotics Team won their Regional Competition this year and were featured on ESPN. A round of applause ensued.

IX. DEPARTMENT COMMITTEE REPORTS:

- A. Chief Mack reviewed his monthly report and highlighted 157 calls in February. 72 field contacts and 60 business contacts were made. 20 citations and 32 verbal warnings were issued.
- B. DPW Superintendent Hackenberg detailed his monthly report. He noted that the new meter reading system was installed, the water audit was completed and a sewer main collapsed and been repaired.

X. OLD BUSINESS: None.

XI. NEW BUSINESS:

- A. **Resolution 20-04 – Resolution to Adopt the Budget of Lawton and Establish Village Ad Valorem Property Taxes for Fiscal Year 2020 / 2021.** Motion by Appleby with support from Peterson to approve Resolution 20-04. Motion approved by unanimous voice vote.
- B. **Set Public Hearing for Commercial Rehabilitation District** – E. Dudek, supported by Turner, made a motion to set a public hearing for April 14 at 7:00 pm to hear comment on establishing a Commercial Rehabilitation District at 99 Walker Street. Motion approved by acclamation.
- C. **Memorial Day Parade** - Turner asked that the Village approve the 2020 Memorial Day Parade. Peterson, supported by E. Dudek, made a motion to approve the 2020 Memorial Day Parade in the Village of Lawton, with Parade line-up to begin at 9:00 am with the Parade beginning at 10:00 am. Motion approved by acclamation.

- XII. ADJOURNMENT:** Moved by Appleby with support from G. Dudek to adjourn the Village Council meeting at 7:32 pm. Motion approved by acclamation.

Respectfully submitted by: Lisa Imus, Village Manger

Approved by: _____
Richard Reeves, President

Certification of Minutes

I hereby certify that the attached is a true and correct copy of the minutes of a regular meeting of the Village Council of the Village of Lawton held on March 10, 2020, I further certify that the meeting was duly called and that a quorum was present.

Joni Bell, Village Clerk

Date

04/08/2020 02:36 PM
User: LeonardM
DB: Lawton

CHECK REGISTER FOR VILLAGE OF LAWTON
CHECK DATE FROM 03/06/2020 - 04/08/2020

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank GEN GENERAL CHECKING					
03/16/2020	GEN	3893	MISC	360WATER, INC	252.00
03/16/2020	GEN	3894	030	ADAMS HARDWARE	807.54
03/16/2020	GEN	3895	1018	BAUCKHAM, SPARKS, THALL, SEEGER &	155.00
03/16/2020	GEN	3896	893	BEN W. JOHNSON	440.00
03/16/2020	GEN	3897	056	BLOOMINGDALE COMMUNICATIONS	326.32
03/16/2020	GEN	3898	MISC	COLOSSUS, INC	2,447.56
03/16/2020	GEN	3899	MISC	COLOSSUS, INC	920.00
03/16/2020	GEN	3900	929	COMPASS MINERALS AMERICA	4,189.38
03/16/2020	GEN	3901	026	CONSUMERS ENERGY	1,713.00
03/16/2020	GEN	3902	1004	FERGUSON WATERWORKS #3386	595.52
03/16/2020	GEN	3903	1004	FERGUSON WATERWORKS #3386	19.44
03/16/2020	GEN	3904	1004	FERGUSON WATERWORKS #3386	693.67
03/16/2020	GEN	3905	MISC	FLEIS & VANDENBRINK	3,075.00
03/16/2020	GEN	3906	930	HS FLEET SERVICES LLC	339.61
03/16/2020	GEN	3907	017	INDIANA MICHIGAN POWER CO.	7,116.13
03/16/2020	GEN	3908	MISC	INTERSTATE BILLING SERVICE INC	169.79
03/16/2020	GEN	3909	1008	MELINA LEONARD	113.97
03/16/2020	GEN	3910	064	NYE UNIFORM COMPANY	134.00
03/16/2020	GEN	3911	022	POSTMASTER	220.00
03/16/2020	GEN	3912	009	REPUBLIC SERVICES OF	249.30
03/16/2020	GEN	3913	892	SLC METER, LLC	2,721.77
03/16/2020	GEN	3914	007	THE CLOTHES BASKET	242.25
03/16/2020	GEN	3915	493	VAN BUREN COUNTY	80.06
03/16/2020	GEN	3916	083	VILLAGE OF PAW PAW	395.00
03/16/2020	GEN	3917	046	VINEYARD PRESS, INC.	164.00
03/20/2020	GEN	3918	MISC	ALBERTO REYNA	150.00
03/20/2020	GEN	3919	155	APPLIED IMAGING	145.97
03/20/2020	GEN	3920	104	BAKER & TAYLOR, INC.	364.49
03/20/2020	GEN	3921	056	BLOOMINGDALE COMMUNICATIONS	160.32
03/20/2020	GEN	3922	101	CENGAGE LEARNING.	128.25
03/20/2020	GEN	3923	964	CLARK TECHNICAL SERVICES	110.00
03/20/2020	GEN	3924	153	DEMCO, INC.	367.24
03/20/2020	GEN	3925	303	KALAMAZOO GAZETTE	72.00
03/20/2020	GEN	3926	264	PETTY CASH LAWTON PUBLIC LIBRARY	75.88
03/20/2020	GEN	3927	079	QUILL CORPORATION	162.20
03/20/2020	GEN	3928	320	SYNCR/AMAZON	25.56
03/20/2020	GEN	3929	193	TEI LANDMARK AUDIO	631.80
04/07/2020	GEN	3932	030	ADAMS HARDWARE	1,155.52
04/07/2020	GEN	3933	1018	BAUCKHAM, SPARKS, THALL, SEEGER &	431.86
04/07/2020	GEN	3934	893	BEN W. JOHNSON	440.00
04/07/2020	GEN	3935	056	BLOOMINGDALE COMMUNICATIONS	326.32
04/07/2020	GEN	3936	026	CONSUMERS ENERGY	442.91
04/07/2020	GEN	3937	261	DAVE'S CONCRETE PRODUCTS, INC.	1,050.00
04/07/2020	GEN	3938	1017	DEARBORN NATIONAL LIFE INSURANCE CO	505.77
04/07/2020	GEN	3939	088	FISHER AUTO PARTS	74.80
04/07/2020	GEN	3940	027	FRONTIER	553.02
04/07/2020	GEN	3941	089	HAAS SYSTEMS, INC.	96.00
04/07/2020	GEN	3942	017	INDIANA MICHIGAN POWER CO.	7,433.85
04/07/2020	GEN	3943	MISC	INTERSTATE BILLING SERVICE INC	36.62
04/07/2020	GEN	3944	MISC	KIMBALL MIDWEST	79.67
04/07/2020	GEN	3945	981	LASERCHECK	323.60
04/07/2020	GEN	3946	107	LAWSON OIL COMPANY	755.58
04/07/2020	GEN	3947	MISC	MALL CITY MECHANICAL	963.30
04/07/2020	GEN	3948	453	MENARDS	279.97
04/07/2020	GEN	3949	MISC	MME	140.00
04/07/2020	GEN	3950	064	NYE UNIFORM COMPANY	192.00
04/07/2020	GEN	3951	551	OFFICE DEPOT	116.68
04/07/2020	GEN	3952	434	PUBLIC SAFETY CENTER, INC.	60.47
04/07/2020	GEN	3953	009	REPUBLIC SERVICES OF	249.30
04/07/2020	GEN	3954	892	SLC METER, LLC	93.71
04/07/2020	GEN	3955	126	STEENSMA LAWN & POWER EQUIP.	125.34
04/07/2020	GEN	3956	081	TRANSCENDIA, INC.	198.68
04/07/2020	GEN	3957	882	UNITED HEALTH CARE	8,700.13
04/07/2020	GEN	3958	685	VERIZON WIRELESS	581.36
04/07/2020	GEN	3959	255	WAGONER'S	11.61
04/07/2020	GEN	3960	MISC	WOLF KUBOTA	227.50

GEN TOTALS:

Total of 66 Disbursements:

55,619.59

Eric Rowlison

From: Kari Maciag <kmaciag@webbchemical.com>
Sent: Monday, March 30, 2020 11:18 AM
To: Eric Rowlison
Subject: RE: Ferric Bid

Eric:

I'll price is in wet pounds...it's easier.

Quote @ \$.1425/# which would be 45,000 x \$.1425/# = \$6,412.50

Thanks,

Kari Maciag
Webb Chemical
231-740-7006

From: Eric Rowlison <RowlisonE@lawtonmi.gov>
Sent: Monday, March 30, 2020 11:00 AM
To: Kari Maciag <kmaciag@webbchemical.com>
Subject: RE: Ferric Bid

Ok thanks, could you send a quote for the full load delivered, im guessing that would be around 16,650

From: Kari Maciag <kmaciag@webbchemical.com>
Sent: Monday, March 30, 2020 10:41 AM
To: Eric Rowlison <RowlisonE@lawtonmi.gov>
Subject: Ferric Bid

Eric:

I can offer \$.37/# on a full truck load of Ferric, pricing is same as your last load.

Thanks,

Kari Maciag
Webb Chemical
231-740-7006

From: Kari Maciag
Sent: Friday, March 27, 2020 9:28 AM
To: 'rowlisone@lawtonmi.gov' <rowlisone@lawtonmi.gov>
Subject: Contact info



Aftermarket Proposal # 56427

TO: LAWTON (Village of)
625 West Union
Lawton, Michigan 49065
USA

PROJECT: LAWTON WWTP
Lawton, MI
USA-MUN

ATN: ERIC ROWLISON

PROPOSAL DATE: March 3, 2020

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
<p>We are pleased to quote, for acceptance within 60 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. *Note: Availability is quoted on an in-stock basis and may vary at the time of order.</p> <p>***Lead Time: 8-10* Business Weeks***</p>			
1	6" Victaulic Series 377 Plug Valve with Hand Lever Actuator	\$2,946.31	\$2,946.31

PROPOSAL NOTES:

1. Freight charges are NOT included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.
2. Start-up supervision is NOT included.
3. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.
4. State and/or local taxes will be charged unless we receive a valid tax exemption certificate.

Pricing Summary

Equipment and/or Accessories:	\$2,946.31
Total Job Price:	\$2,946.31

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)**Page 1 of 2**

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,

By: _____

Date: _____

Tim Lamont

Tim Lamont, Senior Customer Service Representative
Aqua-Aerobic Systems, Inc.



Aftermarket Proposal # 54807

TO: LAWTON (Village of)
625 West Union
Lawton, Michigan 49065
USA

PROJECT: LAWTON WWTP
Lawton, MI
USA-MUN

ATN: ERIC ROWLISON

PROPOSAL DATE: October 2, 2019

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
We are pleased to quote, for acceptance within 60 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. *Note: Availability is quoted on an in-stock basis and may vary at the time of order.			
Lead Time: 1-2* Business Weeks			
1	Linear actuator, part #2603972, Warner, 1500#.	\$999.20	\$999.20
1	6" Victaulic Butterfly Valve	\$2,109.81	\$2,109.81

PROPOSAL NOTES:

1. Freight charges are NOT included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.
2. Start-up supervision is NOT included.
3. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.
4. State and/or local taxes will be charged unless we receive a valid tax exemption certificate.

Pricing Summary

Equipment and/or Accessories:	\$3,109.01
Total Job Price:	\$3,109.01

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)**Page 1 of 2**

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

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TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

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THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,

Tim Lamont

By: _____

Date: _____

Tim Lamont, Senior Customer Service Representative
Aqua-Aerobic Systems, Inc.

Agenda Statement

Date: April 13, 2020

From: Village Manager

Topic: Public Hearing to Establish a Commercial Rehabilitation District at 99 Walker Street.

Description: Hear public comment regarding the establishment of a Commercial Rehabilitation District at 99 Walker Street. The facility located on the property is approximately 45,000 sq. ft. and sits on two parcels consisting of approximately 13.5 acres. The facility was constructed and operated for years as a nursing home. The property is currently not able to be used in its current state, as it suffers from irreparable damage due to improper weatherization and will need a completely new heating system. Additionally, new building code requirements impede its current use.

This property is the only property being included in the Commercial Rehabilitation District. After the public hearing and upon Council direction, a Resolution will be drafted to establish the District. The county will be notified and given a chance to comment before the Resolution may be heard.

After a Commercial Rehabilitation District is established, the owners of the property may then apply for a property tax exemption certificate that can last from 1 to 10 years. The application is received by the Village, a public hearing is held, and if the Village approves it, it is then reviewed by the State Tax Commission for approval.



COMMERCIAL REHABILITATION ACT

Public Act 210 of 2005 encourages the rehabilitation of commercial property by abating the property taxes generated from new investment for a period up to 10 years. As defined, commercial property is a qualified facility that includes a building or group of contiguous buildings of commercial property that is 15 years or older, of which the primary purpose is the operation of a commercial business enterprise or multifamily residential use. A qualified facility may also include vacant property or other commercial property which, within the immediately preceding 15 years, was commercial property. Types of commercial business enterprises include office, engineering, research and development, warehousing, parts distribution, retail sales, and other commercial activities. Multifamily residential is housing that consists of five or more units. Commercial properties allocated new market tax credits are also considered a qualified facility.

Qualified retail food establishments are considered a qualified facility for purposes of granting the tax abatement. These establishments include a retail supermarket, grocery store, produce market, or delicatessen that offer unprocessed USDA-inspected meat and poultry products or meat products that carry the USDA organic seal, fresh fruits and vegetables, and dairy products for sale to the public. The qualified retail food establishment must be located in a “core community” as defined in the Obsolete Property Rehabilitation Act (PA 146 of 2000) or in an area designated as rural as defined by the United States Census Bureau and is located in an underserved area.

Commercial property does not include property that is to be used as a professional sports stadium or a casino. Land and personal property are not eligible for abatement under this act.

WHO IS ELIGIBLE?

“Qualified local government units” mean any city, village or township.

WHAT IS REHABILITATION?

Rehabilitation is defined as changes to qualified facilities that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition.

The new investment in the rehabbed property must result in improvements aggregating to more than 10 percent of the true cash value of the property at commencement of the rehabilitation of the qualified facility. Rehabilitation includes

the following: improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment including heating, ventilation, and lighting, reducing multistory facilities to one or two stories, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the property to an economically efficient condition.

Rehabilitation also includes new construction on vacant property from which a previous structure has been demolished and if the new construction is an economic benefit to the local community as determined by the qualified local governmental unit.

Rehabilitation for a qualified retail food establishment also includes new construction.

WHAT IS THE PROCESS?

Before the Commercial Rehabilitation Exemption Certificate (i.e., property tax abatement) can be granted to the commercial property owner, the city, village or township by resolution of its legislative body, must establish a Commercial Rehabilitation District. The establishment of the district may be initiated by the local government unit or by owners of property comprising 50 percent of all taxable value of the property in the proposed district. The district must be at least three acres in size unless it is located in a downtown or business area or contains a qualified retail food establishment.

The city, village or township must hold a hearing to establish a Commercial Rehabilitation District. Notification of the hearing must be given to the county board of commissioners and all real property owners in the proposed district.

After the hearing is held and the local unit of government determines the district meets the requirements of the act, a copy of the resolution adopting the district shall be provided to the county where the district is established. Within 28 days, the county may accept or reject the establishment of the district. In a county with a county executive, the executive can write a letter rejecting the establishment of the district. In all other counties, the county board of commissioners can pass a resolution rejecting the establishment of the district.

VILLAGE OF LAWTON
COUNTY OF VAN BUREN
STATE OF MICHIGAN

RESOLUTION NO. 20-05

A RESOLUTION TO PROCEED WITH THE REDEVELOPMENT READY COMMUNITIES (RRC) PROGRAM
OF THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC)

At a regular meeting of the Village Council for the Village of Lawton, Michigan, held at the
Lawton Village Hall, Lawton, Michigan, on the 14th day of April 2020, at 7:00 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by Councilperson _____ and supported by
Councilperson _____.

RESOLUTION

WHEREAS, the Michigan Economic Development Corporation (MDEC) selected the Village of Lawton as a community to participate in the Redevelopment Ready Communities (RRC) program; and,

WHEREAS, the MDEC has developed a program for certifying Redevelopment Ready Communities and the Village of Lawton desires to achieve certification by implementing best practices and recommended strategies for redevelopment; and,

WHEREAS, the Village of Lawton includes within its boundaries properties that present opportunities for redevelopment; and,

WHEREAS, the RRC program includes evaluating strong partnerships with village boards and commissions related to development including the Village Council, Planning Commission Downtown Development Authority, and Community and Economic Development Committee, and;

WHEREAS, after review of the RRC Report of Findings, the Village of Lawton is willing to complete the tasks as outlined, which will involve interaction with the aforementioned Village boards and Commissions;

NOW, THEREFORE, BE IT RESOLVED, that the Village of Lawton will proceed under the RRC Program and will obtain certification as a Redevelopment Ready Community and receive assistance from the RRC Program in promoting sites within the Community.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 14th day of April, 2020.

VILLAGE OF THE VILLAGE OF LAWTON

BY: _____
Richard Reeves, President

BY: _____
Joni Bell, Village Clerk

CERTIFICATION

I, Joni Bell, duly appointed Clerk of the Village of Lawton, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Lawton Village Council at a regular meeting held on Tuesday, April 14th, 2020 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

VILLAGE OF LAWTON

BY: _____
Joni Bell, Village Clerk

Memorandum

TO: Lawton Village Council

FROM: Brett Hanlon, MEDC Redevelopment Ready Communities Planner

DATE: August 29, 2019

RE: **Village of Lawton RRC Baseline Report**

I am pleased to inform you that we have completed the village's formal RRC evaluation. The findings of our evaluation and recommended actions to assist the village in ultimately achieving RRC certification are included in the RRC Baseline Report. This briefing memo is intended to provide key highlights of the report and lay out the village's next steps in the RRC process.

Redevelopment Ready Communities: RRC is a free technical assistance program offered through the Michigan Economic Development Corporation (MEDC) which aims to help communities incorporate best practices in planning, zoning and economic development to encourage redevelopment and new investment. MEDC Community Development also uses RRC as a prioritization factor when determining investments through our programs (visit www.miplace.org for more information on those programs). Communities who fully align with the best practices can become RRC certified which come with its own set of benefits. Lawton has been formally engaged with RRC since March 2018. There are currently more than 250 communities across Michigan engaged in the program including nearby communities such as Cassopolis, Paw Paw and Portage.

Baseline Report: The Baseline Report completes a key step in the RRC process. Using responses from Lawton's self-evaluation, the RRC program took a deeper dive into the village's plans, zoning ordinance, site plan review process, priority development sites, training and more to make initial determinations regarding how well the village's existing practices align with the RRC best practices. This research included not only written documents but also discussions with local developers and village partners. Key findings include:

- The village's existing practices already align with 38% of the RRC best practices including:
 - All of the RRC best practice expectations for zoning codes
 - Going beyond the basic methods of public outreach
- The village is partially aligned with another 35% of the RRC best practices. Major areas of partial alignment include:
 - Having a "guide to development" available online with flowcharts, permit applications and an advertisement for pre-application meetings
 - The Village of Lawton Land Use Plan

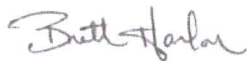
- Finally, the village has a handful of areas where we found little or no alignment with the best practice criteria. These include the lack of approving permitted-use site plans administratively or at the Planning Commission level and not having the Planning Commission prepare annual reports of planning activities.

Reaching Certification: With this Baseline Report in hand, the village is now ready to move into the third and final phase of the RRC process. During this final phase the village will work to address each of the best practice criteria identified as red or yellow. The report includes specific recommendations for each criterion; however, RRC is a dynamic program and is always willing to have open discussions if the village has a different idea for how to meet a best practice criterion. During this phase the village will have access to RRC technical assistance tools such as the RRC Online Library (www.miplace.org/rrclibrary), guidance from your RRC Planner, and matching technical assistance funds to help with the cost of larger projects (if needed). There is no deadline for reaching certification and RRC understands that each community will approach this phase at their own pace given available resources at any given time.

Next Steps: The next formal step in the process is for the village to review the report and, if desired, pass a resolution to continue with RRC. Upon passage of that resolution the village can begin to access the aforementioned tools to assist with reaching full alignment (and therefore certification). *We ask that the resolution be passed within 30 days of receiving this memo.*

I look forward to working with the village as it seeks to align with the best practices. Michigan is experiencing a strong economic climate at this time and it is our hope that through the RRC best practices communities of all shapes and sizes will be in a strong position to leverage the excitement around Michigan and attract additional redevelopment and investment. If you have any questions on RRC or this Baseline Report, please feel free to contact me at your convenience.

Sincerely,



Brett Hanlon, AICP
RRC Planner

Lawton Village Planning Commission

Regular Meeting

March 3, 2020

Meeting called to order at 7:02 pm by Vice-Chair Chmiel.

In attendance: Ren Turner, PJ Chmiel, Mike Dudek, Connie Knapp, and Josh Doster, with local residents Eric Dudek, Tim Rix, Jackson Doster, Tony Greenway and Nicole Smith in the audience.

Absent: Dakota Martin, Mandi Lawson

Minutes from February meeting were not printed and distributed so we tabled their approval until the next meeting.

Public Hearing on Rezoning Parcels near Next-Gen (N. 2nd St. area):

With the departure of Dan Bishop as Village Manager, this meeting wasn't well prepared for (no Agenda, no Minutes, and no briefing). There was some confusion about whether or not this meeting was a Public Hearing, since it was advertised in the paper but the Planning Commission members weren't told about it and nothing was posted at the Village Hall. We weren't sure whether the property owners in the potentially rezoned area had been notified by mail, so it was decided to postpone the public hearing until we could be sure of this.

Citizens' Comments:

Local residents Chris Richter and Tim Rix, who are on the Youth Baseball board, met with Paul Knudstrup and Rick Reeves from the Village Council, and representatives from Next-Gen to discuss the industrial expansion project and its impact on the existing youth baseball fields in the northeast part of the village. They walked around the current fields and talked about what might be impacted in the near-term and longer-term, if Next-Gen expands piecemeal rather than all-at-once. It sounds like the initial expansion may be smaller in scale than originally stated.

The baseball group is not trying to stop Nex-Gen, but they felt that the initial process was rushed and are relieved that now there will be more time to consider everything, to ensure that everyone is satisfied with the outcome. Citizens have been concerned about a lack of transparency from the Village during this process.

Eric Dudek brought up the question of blight and enforcement.

Citizens are also concerned about the high (40mph) speed limit in front of Lewis Park and its Splash Pad, which is coming soon, across a busy highway from most of the residences in town. Many of us have wanted to lower this speed limit for years but have always been told that MDOT never lowers speed limits, only raises them. Chmiel again suggested having the DPW print our own new 30mph signs and posting them to replace the 40mph signs. Others suggested more rigorous enforcement of the 40mph speed limit by police.

Meeting adjourned at 7:41 pm, with a motion by Turner, second by Dudek.

Village of Lawton Downtown Development Authority
February 19, 2020
Regular Meeting

Tom Osborne called the February 19, 2020 meeting to order at 7:00 pm.

Present: Drew, G Dudek, L Dudek, Lawson, Marks, Motycka,
Osborne, Turner, Wagner

Absent: Dluge

Visitors:

Minutes: Motion G Dudek; Support Motycka to approve the minutes of January 15, 2020. Motion unanimously carried.

Treasurers Report: Motion Marks; Support G Dudek to accept the treasurers report. Motion unanimously carried.

Old Business: Drew gave an update on bricks. Motion Lawson; Support L Dudek to authorize payment of \$5049.00 for “Memorial Bricks.” Motion unanimously carried with roll call vote.

Marks gave an update on 2 bids for the “Tribute Wall.” We are waiting for one more bid.

Discussion on sign for park. Osborne will contact Theresa (Hazelton).

3 Excavating bids came in. A Motion G Dudek; Support Osborne to accept Welburn Excavating bid @ \$4000.00—not including pipe or live tap. Motion unanimously carried by roll call vote.

New Business: Much discussion whether to use a plaque or a brick for “special” donations from businesses. A Motion Osborne; Support Turner to use 12x12 bricks. Motion carried.

There being no further business Motion Turner; Support Lawson to adjourn. Motion carried. Meeting adjourned @ 8:10pm.

Our next scheduled meeting is March 18, 2020.

Respectfully Submitted,
Deborah Lawson, Secretary

VILLAGE OF LAWTON – COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE MEETING NOTES – 3/17/2020

Participants: Paul Knudstrup (chair), Judy Peterson, Rick Reeves, Lisa Imus (VM)

(NOTE: Committee member Eric Dudek was unable to attend so Village President Reeves participated in Eric's place)

Updates on the following major projects/issues/challenges facing our community, as well as a new item for discussion:

- **Communications Strategy & Plan** – Now that Lisa Imus is on board as village manager Paul and Lisa will work together to further develop the communications strategy and plan. The objective continues to be develop a schedule for routine communications (events, etc.) as well as create a mechanism to keep our residents and the wider community informed about projects, developments, financial issues, and other useful information. Our goal is to be as transparent as possible about current and future issues of interest to our community and to develop a system for keeping them informed.
- **2023 Streetscape project** –The January 30th Project Scope meeting at M-DOT's Coloma regional headquarters was especially useful in helping us understand how this project will move forward. Given the Governor's attempt to secure additional road funding via the sale of bonds, the project schedule may be moved up, but there is still significant uncertainty about whether those additional funds will actually become available. In the meantime we'll continue to move ahead with planning for the local costs to be incurred on this project. As noted previously, those costs could include:
 - Re-locating the sewer line running under D-Coy's to Union St (\$60k)
 - Re-lining the old cast iron M-40 sewer main from RR tracks to 4th St. (\$130k)
 - Replacing the storm main on Main St. (\$465k – from Road Funds)
 - Sanitary sewer work (\$TBD – probably a loan from Gen. Fund)
 - Run stubs to any vacant lots along M-40 (\$ TBD)
 - Plans to include trees in bump-outs may require arborist services
 - Note – M-40/I-94 bridge replacement planned for 2025 – (\$30-40m budget)

- **Property development/redevelopment.** – Updates & Discussion:
 - Ongoing discussions with Next-Gen, the youth baseball organization, and the Village have resulted in a plan that meets the needs of all parties. Final financial arrangements are in process to sell a small portion of the 27+ acres to Next-Gen for their use after the 2020 youth baseball season. Next-Gen is in the process of hiring a number of positions as they complete the design of their production flow process and continue converting the former Downs facilities.
 - The former Bronson property has been sold and the Village is working with the new owners to have the facility declared functionally obsolete. This will help this project move forward and eventually result in 20-30 jobs in our community
 - 423 2nd St. residential infill project with VBISD Tech Center's Construction Trades continues. The basement foundations are in as well as footings for garage and breezeway.
 - We discussed potential approaches to tracking blighted, condemned, unsafe, and other properties within the Village. The committee will work with Lisa to develop a useable system to keep track of progress on dealing with these issues.

- **Parks Development** – Parks & Rec. Plan in the queue with Planning Commission. The target for submitting the Plan to Council is Summer 2020. Splash Pad – site preparation is pretty much complete; project is on schedule.

Next meeting: 4:00 p.m. Tuesday, April 21st – Village Office

LAWTON POLICE DEPARTMENT – COUNCIL REPORT

MARCH 2020

Calls for Service/Complaints-----	124	Arrests-----	10
Ordinance complaints-----	10	Accidents-----	0
Blight (6) 1 citation Zoning (1) Misc. (3)		Parking citations-----	1
Traffic stops-----	49		
Citations issued (19) Verbal warnings (34)			

HOURS WORKED

POLICE OFFICERS:	Scheduled (Full-time)	648.5
	Scheduled (Part-time)	51.5
	Overtime hours	21
	Vacation hours	12
	Sick leave hours	0

COMMUNITY POLICING:

Officers made (78) field contacts and (33) business contacts.

NOTABLE INCIDENTS:

On 3-21-20, Officer Weekly observed a vehicle traveling at excessive speeds, coming into the Village. Officer Weekly caught up to the vehicle and contacted the driver. Officer Weekly initiated a drunk driving (OWI) investigation and the driver was subsequently arrested for that offense.

ADDITIONAL:

For the month of March, Lawton officers spend many hours of directed traffic patrol, specifically targeting speed violations. The number of hours spent in the following locations is as follows:

28.25 hours – Main St.

12.33 hours – All other areas within the Village

Total hours – 40.58

Respectfully,

Chief Jeffrey Mack