

**VILLAGE *of* LAWTON**  
**VILLAGE COUNCIL MEETING**  
**125 S. MAIN STREET, LAWTON, MI 49065**  
**TUESDAY, FEBRUARY 8<sup>TH</sup>, 2022 – 7:00 P.M.**  
*please silence your cell phones*

**AGENDA**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. CONSENT AGENDA**
  - A. Approval of the February 08, 2022 Council Agenda
  - B. Approval of the January 11th, 2022 Council Meeting Minutes
  - C. Approval of January 2022 Disbursements in the amount of \$76,617.87
  - D. Set a Public Hearing for the regular Council Meeting on Tuesday, February 22, 2022 to hear comment and consider adoption of the Village of Lawton 2022 / 2023 Budget.
- V. COMMUNICATIONS / CORRESPONDENCE / PRESENTATIONS**
- VI. CITIZENS' COMMENTS – (Please keep comments to 3 minutes)**
- VII. PUBLIC HEARINGS / APPOINTMENTS / PROCLAMATIONS**
- VIII. OLD BUSINESS**
- IX. NEW BUSINESS**
  - A. **Resolution #3-2022:** A Resolution accepting the terms of agreement for the DNR Passport Grant #RP21-0077 (\$74,000 grant/\$26,000 match) for Pickleball Courts and other improvements to Chancy Lewis Park.....Staff Recommends Approval - Voice Vote

- B. Consider letter of engagement from Siegfried Crandall Certified Public Accountants to perform the 2022 Village Audit in an amount not to exceed \$15,750.....Staff Recommends Approval
- C. Consider proposal from Zoning Solutions for Ordinance Enforcement in the Village of Lawton.....Presentation and Discussion
- D. Review of Fiscal Year 2022 / 2023 Budget Proposal and Priorities.....Discussion

**X. BOARD, COMMITTEE, AND STAFF REPORTS**

- A. Village Manager – Lisa Imus
- B. Department of Public Works – Todd Hackenberg
- C. Police Department – Jeff Mack
- D. Fire Department – Eric Dudek
- E. Lawton Library Board – Lisa Imus Planning Commission – Judy Peterson
- F. Downtown Development Authority (DDA) – Gail Dudek
- G. Community & Economic Development Committee (CEDC) – Nicole Smith
- H. Finance and Administration Committee – Josh Appleby
- I. Public Safety Committee – Ren Turner
- J. Public Services Committee – Ryan Tanis
- K. Water and Sewer Committee – Eric Dudek

**XI. COUNCIL COMMENTS**

**XII. ADJOURNMENT - NEXT REGULAR MEETING DATE – *February 22, 2022***

The Village of Lawton follows the Americans w/ Disabilities Act of 1990. Individuals with disabilities planning to attend this meeting and require accommodations, or those who have questions regarding the accessibility of this meeting or the facilities, are requested to contact the Village Clerk, at (269) 624-6407 or bellj@lawtonmi.gov to allow the Village to make reasonable accommodations. If you have questions or comments, and you are unable to make the meeting, forward to the Village Manager at imusl@lawtonmi.gov.



## VILLAGE OF LAWTON

Regular Meeting Minutes – Tuesday January 11, 2021, at 7:00 p.m.

Village Hall – 125 S. Main Street, Lawton MI 49065

[WWW.LAWTONMI.GOV](http://WWW.LAWTONMI.GOV) 269.624.6407

### MINUTES

- I. **CALL TO ORDER:** President Appleby called the January 11, 2021, meeting of the Lawton Village Council to order at 7:01 p.m.
- II. **PLEDGE OF ALLEGIANCE** - The Pledge of Allegiance was recited.
- III. **ROLL CALL:** Present: President Appleby. Trustees: E. Dudek, N. Smith, G. Dudek, J. Peterson, and R. Turner, R. Tanis. Others present: Village Manager Imus, Village Clerk Bell, Chief Mack, Superintendent Hackenberg and one other guest.
- IV. **CONSENT AGENDA:** The Consent Agenda included the approval of the January 11, 2022, Council Agenda, and the December 14, 2021, Council Meeting minutes, and Disbursements in the amount of \$61,795.15. Peterson made a motion to approve the Consent Agenda as presented, supported by Turner. A unanimous roll call vote approved the motion.
- V. **COMMUNICATIONS, CORRESPONDENCE AND PRESENTATIONS:**
- VI. **CITIZENS' COMMENTS: NONE**
- VII. **PUBLIC HEARINGS / APPOINTMENTS: NONE**
- VIII. **EXISTING BUSINESS:**

- A. **Resolution #01-2022** a Resolution to establish new Water Rates for the Village of Lawton. The new rates include a monthly Ready To Serve (RTS) monthly fee in the amount of \$17.60 per month for meters under 1", plus a water usage "commodity" charge based on the amount of water used by each customer. The Water Commodity charge will be \$4.05 per 1,000 gallons used. Additionally, the Service Connection fee will increase to \$1,500 for each new connection. New rates will become effective on the March 2022 billing. Turner motioned to approve Resolution #01-2022 with stipulation of an annual review held by the Water & Sewer Committee. Supported by Smith, a unanimous roll call vote carried the motion.

Res 01-2022 Water	
Meter Size	Readiness to-serve
<1"	\$ 17.60
1"	\$ 44.00
1 1/2"	\$ 88.00
2"	\$ 140.80
3"	\$ 281.60
4"	\$ 440.00
6"	\$ 880.00
12"	\$2,728.00

- B. **Resolution #2-2022** a Resolution to establish new Sewer Rates for the Village of Lawton. The rates include a Ready To Serve (RTS) monthly fee. This Ready to Serve charge is based on the

demand on the system, the larger the pipe, the more potential demand on the system. Because the Sewer RTS fee needs to be raised substantially, the rates are being gradually increased (25%

<b>Resolution 02-2022 Sewer Readiness-To-Serve (RTS)</b>				
<b>Meter Size</b>	<b>2022 Rate</b>	<b>2023 Rate</b>	<b>2024 Rate</b>	<b>2025 Rate</b>
<1"	\$ 38.00	\$ 38.00	\$ 38.00	\$ 38.00
1"	\$ 52.44	\$ 66.50	\$ 80.94	\$ 95.00
1 1/2"	\$ 76.00	\$ 114.00	\$ 152.00	\$ 190.00
2"	\$ 104.50	\$ 171.00	\$ 237.50	\$ 304.00
3"	\$ 180.50	\$ 323.00	\$ 465.50	\$ 608.00
4"	\$ 266.00	\$ 494.00	\$ 722.00	\$ 950.00
6"	\$ 503.50	\$ 969.00	\$ 1,434.50	\$ 1,900.00

each year) over 4 years. The monthly sewer rates will also include a commodity charge based on the amount of water used. This rate is \$5.00 per 1,000 gallons used. A winter average will be established by averaging the December, January, and February meter reads and applying that average to the June, July and August meter reads. This provides accommodations for outdoor water use that does not go into the sanitary sewer system during the summer months. The rates shall become effective with the March 2022 billing cycle. Peterson made a motion to approve Resolution #02-2022 with review of the rates on an annual basis by the Water and Sewer Committee, supported by Smith. A unanimous roll call vote favored the motion.

**IX. NEW BUSINESS:**

- A. Asbestos Removal Contract for 410 White Oak. Peterson made a motion to Amend the General Fund Budget in the amount of \$6,400.00 to provide for removal of asbestos by Duane Vandeboss Construction at 410 White Oak. Turner supported the motion and a unanimous roll call vote approved the motion.
- B. Consideration of Engineering Services from Wightman Engineering to perform the required investigation on Village water lines to create a Compete Distribution System Materials Inventory (CDSMI) on 20% of the Village’s water services. A general discussion was had and it was decided to hold off until next year’s budget.
- C. Discussion was held regarding a Feasibility Study for shared utilities with Porter Township.

**X. BOARD, COMMITTEE, AND STAFF REPORTS:**

- A. **Village Manager** – Manager Imus reports that that the sale of the Reid Property is still waiting on a closing date. The DPW workers unionization is final. A Strategic Planning Session with Lew Bender is scheduled for January 25,2022. The Master Plan Steering Committee will meet on February 1<sup>st</sup> from 5-7 pm and the Planning Commission and Council will hold a joint meeting from 7-9 pm that evening. A posting for the Village Clerk’s position– up to 32 hours has been posted, applications will be accepted until February 1, 2022. There will be two Council meetings in February, the first meeting is to review the 2022-2023 Budget and second meeting will be to hold a public hearing and approve the Budget. Manager Imus has been contacted by Zoning Solutions

LLC, regarding zoning enforcement and code enforcement. They are very familiar with the International Property Maintenance Code (adopted In October 2021 by Council). This will be turned over to the Public Service Committee for further review.

- B. Department of Public Works** – Superintendent Hackenberg’s reports were submitted as part of agenda packet. Hackenberg did notify council that a random asbestos test was performed today.
  - C. Police Department** – Chief Mack’s reports were submitted as part of agenda packet. He informed council that in 2021, the police department made 16 drunk driving arrests.
  - D. Fire Board** – No report.
  - E. Planning Commission** – Peterson reported that Planning Commission did not meet this month.
  - F. Downtown Development Authority** – G. Dudek reported that the DDA did not meet in December.
  - G. Community & Economic Development** – Smith reported that committee did not meet.
  - H. Finance and Administration Committee** – Appleby reported they the Finance Committee met to review the Council Agenda and an update from Imus on current projects.
  - I. Public Safety Committee** –Turner reports they meet before Council meeting tonight. He reports they talked about the Accreditation Program, and will fund the initiative in the upcoming budget. They also talked about necessary information to establish a vehicle replacement schedule. Chief reported that he has clarified the golf card ordinance with officers. Snowmobiles on the streets and zoning enforcement and how to approach were other topics of conversation. They also have accepted resignations from one full time officer and one part time officer.
  - J. Public Services Committee** - Tanis reports they met today and have a potential lessor to share access of the AT &T right of way. They also talked about the GIS for the Cemetery, and possible replacement of the leaf vac, backhoe with mini excavator for the DPW.
  - K. Water and Sewer Committee** – E. Dudek had no further comments.
- XI. COUNCIL COMMENTS:** President Appleby reminded council about tours of our facilities. He has spoken with Superintendent Hackenberg to make small group tours available sometime in January 2022. Peterson asked if Council would be getting their designated emails from the village anytime soon as she knows the Clerk’s office has been struggling with their email.
- XII. ADJOURNMENT:**
- Turner, supported by E. Dudek, made a motion to adjourn the meeting at 8:16 p.m. A voice vote was taken with unanimous approval of those present. The next regular scheduled meeting is February 8, 2022.

Respectfully Submitted by Joni Bell, Village Clerk

Check Date	Check	Vendor Name	Amount
Bank GEN GENERAL CHECKING			
01/19/2022	5249	APPLIED IMAGING	106.92
01/19/2022	5250	BAKER & TAYLOR, INC.	832.78
01/19/2022	5251	BLOOMINGDALE COMMUNICATIONS	160.32
01/19/2022	5252	CENGAGE LEARNING.	45.73
01/19/2022	5253	CLARK TECHNICAL SERVICES	570.00
01/19/2022	5254	OTC BRANDS, INC	53.23
01/19/2022	5255	QUILL CORPORATION	198.95
01/19/2022	5256	SYNCB/AMAZON	191.56
01/19/2022	5257	THE LIBRARY NETWORK	39.20
01/19/2022	5258	UNIQUE	378.10
01/19/2022	5259	US INTERNET	160.00
01/24/2022	5260	WINE COUNTRY CATERING	137.11
01/26/2022	5351	ABONMARCHE CONSULTANTS, INC	1,894.00
01/26/2022	5352	ADAMS HARDWARE	1,032.43
01/26/2022	5353	APPLIED IMAGING	273.95
01/26/2022	5354	AXON ENTERPRISE, INC	158.83
01/26/2022	5355	BADGER METER, INC	38.07
01/26/2022	5356	BEN W. JOHNSON	535.00
01/26/2022	5357	BLOOMINGDALE COMMUNICATIONS	334.86
01/26/2022	5358	CDW GOVERNMENT	543.29
01/26/2022	5359	CMP DISTRIBUTORS, INC.	1,430.00
01/26/2022	5360	CONSUMERS ENERGY	1,141.32
01/26/2022	5361	COURIER-LEADER & FLASHES	189.00
01/26/2022	5362	DICKINSON WRIGHT PLLC	2,520.00
01/26/2022	5363	DIXON ENGINEERING, INC	1,500.00
01/26/2022	5364	HAAS SYSTEMS, INC.	96.00
01/26/2022	5365	HS FLEET SERVICES LLC	239.12
01/26/2022	5366	INDIANA MICHIGAN POWER CO.	7,499.17
01/26/2022	5367	INTERSTATE BILLING SERVICE INC	1,179.93
01/26/2022	5368	JEFFREY MACK	547.62
01/26/2022	5369	JEFFRI LARGEN	146.18
01/26/2022	5370	LAWSON OIL COMPANY	2,725.56
01/26/2022	5371	MALL CITY MECHANICAL, INC	802.49
01/26/2022	5372	MANNING ENTERPRISES, INC	492.00
01/26/2022	5373	MELINA LEONARD	45.47
01/26/2022	5374	MICHIGAN MUNICIPAL LEAGUE	351.00
01/26/2022	5375	NRPC - AMTRAK	4,235.00
01/26/2022	5376	OFFICE DEPOT	270.89
01/26/2022	5377	PEERLESS MIDWEST, INC.	733.00
01/26/2022	5378	PRECISION PRINTER SERVICES INC	299.90
01/26/2022	5379	PRIORITY HEALTH	12,161.33
01/26/2022	5380	PURITY CYLINDER GASES, INC.	80.98
01/26/2022	5381	REPUBLIC SERVICES OF	282.95
01/26/2022	5382	SCOTT A. PADDOCK	644.25
01/26/2022	5383	SIEGFRIED CRANDALL, P.C.	1,700.00
01/26/2022	5384	STYLE TRANSPORT	1,100.00
01/26/2022	5385	THE CLOTHES BASKET	297.50
01/26/2022	5386	THE SAFETY COMPANY LLC	32.92
01/26/2022	5387	THE STANDARD	987.37
01/26/2022	5388	TRUCK & TRAILER SPECIALTIES, INC	19,024.00
01/26/2022	5389	VAN BUREN COUNTY	80.26
01/26/2022	5390	VAN BUREN COUNTY	80.16
01/26/2022	5391	VERIZON WIRELESS	327.38
01/26/2022	5392	VILLAGE OF PAW PAW	150.00
01/26/2022	5393	WIGHTMAN	4,250.00
01/26/2022	5394	WOLF KUBOTA	589.64
01/26/2022	5395	WOLVERINE POWER SYSTEMS	701.15

GEN TOTALS:

Total of 57 Disbursements:

76,617.87

**Village of Lawton**  
**NOTICE OF PUBLIC HEARING**  
**Fiscal Year 2022 / 2023 Budget**

PUBLIC NOTICE IS HEREBY GIVEN, in accordance with Michigan Compiled Laws 15.261-15.275 and 141.411-141.415, that the VILLAGE OF LAWTON will hold a PUBLIC HEARING on Tuesday, February 22, 2022 at 7: 00 PM, in the Council Chambers at Village Hall, 125 S Main Street, Lawton, Michigan.

The purpose of this public hearing is to hear public comment on the proposed budget for Fiscal year 2022-2023. The property tax millage rate proposed to support the proposed budget will be a subject of this hearing. Citizens attending this hearing have the right to provide written and oral comments regarding the proposed budget. A copy of the entire proposed budget is available for public inspection after February 11, 2022 during regular business hours at Lawton Village Hall.

Written correspondence for the hearing may be addressed to: The Village of Lawton, PO Box 367, Lawton, MI 49065. This notice is given in compliance with Act No. 267 of the Public Acts of Michigan, 1976. Special accommodations for persons with handicapping conditions who plan to attend the meeting will be provided if such persons will contact the Village of Lawton office at 269.624.6407 in advance of the meeting.

Dated: February 4, 2021

Joni Bell  
Lawton Village Clerk

## Longtime pilot receives prestigious aviation award

PAW PAW - The Federal Aviation Administration (FAA) has awarded a local pilot with its most prestigious award. On Jan. 22, Duane Packer of Paw Paw, was recognized with the Wright Brothers Master Pilot Award. FAA Safety Team Program Manager Sam Heiter presented Packer with the award at a ceremony at the Air Zoo in Portage in front of family, friends, and fellow pilots.

Only around one-percent of pilots have received the Wright Brothers Master Pilot Award. It recognizes individuals who have exhibited exemplary aviation expertise, distinguished professionalism, and steadfast commitment for at least 50 years of piloting experience or 50 or more years combined experience in both piloting and aircraft operations. The award is named after Orville and Wilbur Wright who were two American aviation pioneers credited with inventing, building, and flying the world's first successful motor-operated airplane.

Packer's first solo flight was at Marks Airport



In photo, Duane Packer flies his aircraft, a T-28 Trojan, Tail #001, in formation. His warbird is the first T-28C. It flew off the Aircraft Carrier Lexington.  
Master Pilot Duane Packer, right, and FAA Safety Team Program Manager Sam Heiter.

in Lawton in 1967 in a Piper Tri-Pacer. He obtained his Private Pilot's license in 1968. During his tens-of-thousands of hours of flight time, safety has always remained paramount. He has never had an accident or violation. Packer is

Instrument-rated, sea-plane-rated, multi-engine rated, commercial rated, and type-rated in military aircraft. He owns several airplanes including military aircrafts from WWII - Vultee BT-13, T-6 Texan, and T-28 Trojan.

Packer's flying adven-

tures have taken him over four continents - North America, South America, Europe, and Africa. By the 1990s, he had flown over all of the known oceans at the time - Arctic Ocean, Indian Ocean, Pacific Ocean, and Atlantic Ocean.



Packer has used his pilot skills to help others. He's flown medical relief flights while serving as a missionary in Africa, and also flew relief flights in the Bahamas to help residents impacted by a devastating hurricane. He's an experienced

bush flyer in Canada and has enjoyed flying through Mexico, South America, the Bahamas, and Virgin Islands. He has also flown in several airshows in his Cessna 185 Seaplane, as well as his warbirds.



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

**RESOLUTION NO. 03-2022**

**A RESOLUTION TO ACCEPT THE TERMS OF AGREEMENT FOR  
DNR PASSPORT GRANT #RP21-0077**

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At a regular meeting of the Lawton Village Council, held at Lawton Village Hall – 125 S Main Street in Lawton, Michigan, on this 8th day of February 2022 at 7:00 p.m.

**PRESENT:**

**ABSENT:**

The following Resolution was offered by Councilperson \_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

**RESOLUTION**

**WHEREAS**, the Village of Lawton does hereby accept the terms of the Michigan Recreation Passport Grant Program Development Project Agreement for the Chancy Lewis Park Renovations #RP21-0077, as received from the Michigan Department of Natural Resources (DEPARTMENT), and

**WHEREAS**, the Village of Lawton does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide TWENTY-SIX Thousand (\$26,000.00) dollars (Twenty Thousand (\$20,000) from the Lawton DDA and Six Thousand (\$6,000) from the Village General Fund) to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

**WHEREAS**, it is understood that the total grant amount for the project is \$100,000, \$74,000 coming from the DEPARTMENT (74%) and \$26,000 (26%) from the Village of Lawton, and

**WHEREAS**, the time period allowed for project completion is from 01/01/2022 through 03/31/2024.

**NOW, THEREFORE BE IT RESOLVED THAT** the Lawton Village Council agrees to the stipulated terms and authorizes the Village Manager to execute all necessary project related documents.

**THIS RESOLUTION** is hereby approved by roll call vote:

**YEAS:** Council Members:

**NAYS:** Council Members:

**ABSTAIN:** Council Members:

**ABSENT:** Council Members:

**VILLAGE OF LAWTON**

BY: \_\_\_\_\_  
Josh Appleby, President

BY: \_\_\_\_\_  
Joni Bell, Village Clerk

**CERTIFICATION**

I, Joni Bell, the 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, February 8<sup>th</sup>, 2022 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.

**THE VILLAGE OF LAWTON**

BY: \_\_\_\_\_  
Joni Bell, Village Clerk



MICHIGAN RECREATION PASSPORT GRANT PROGRAM
DEVELOPMENT PROJECT AGREEMENT

This Agreement is between Village of Lawton in the county of Van Buren County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 32 of 2010, as amended. The GRANTEE has been approved by the Director of the DEPARTMENT to receive a grant. In Public Act 87 of 2021, the Legislature appropriated funds from the Recreation Passport Grant Program (RPGP) to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Chancy Lewis Park Renovations Project #: RP21-0077
Amount of grant: \$74,000.00 74% PROJECT TOTAL: \$100,000.00
Amount of match: \$26,000.00 26%
Start Date: Date of Execution by the DEPARTMENT End Date: 03/31/2024

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 03/02/2022 or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED \_\_\_\_\_

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

Title: \_\_\_\_\_

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

\_\_\_\_\_

DUNS Number

\_\_\_\_\_

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED \_\_\_\_\_

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

Grants Section Manager

\_\_\_\_\_

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through [www.michigan.gov/DNR-grants](http://www.michigan.gov/DNR-grants). Primary points of contact pertaining to this agreement shall be:

**GRANTEE CONTACT**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail Address

**DEPARTMENT CONTACT**

Recreation Passport Grant Program Manager

\_\_\_\_\_  
Name/Title

Grants Management/DNR Finance & Operations

\_\_\_\_\_  
Organization

525 W. Allegan Street, Lansing, MI 48933

\_\_\_\_\_  
Address

P.O. Box 30425, Lansing, MI 48909

\_\_\_\_\_  
Address

517-284-7268

\_\_\_\_\_  
Telephone Number

DNR-Grants@michigan.gov

\_\_\_\_\_  
E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **RP21-0077** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed .
3. The time period allowed for project completion is from **01/01/2022** through **03/31/2024**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the legal description and as identified on the boundary map in MiRecGrants.
5. The words "project facilities" shall mean the following individual components, as further described in the application:

- Pickelball Court
- Bench(es)
- Bike Rack(s)
- Restroom Building
- Basketball Court
- Fence
- Paved ADA Parking Space(s)
- Signage

Trash Bin(s)  
Landscaping  
Access Pathway 5' - 6' wide

6. The DEPARTMENT will:

- a. grant the GRANTEE a sum of money equal to **Seventy-Four percent (74%) of One Hundred Thousand dollars (\$100,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Seventy-Four Thousand dollars (\$74,000.00)**.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
  - i. Payments will be made on a reimbursement basis at **Seventy-Four percent (74%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
  - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer and/or force account time and attendance records.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
  - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a RPGP plaque in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Twenty-Six Thousand dollars (\$26,000.00)** in local match. This sum represents **Twenty-Six percent (26%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE .
- b. with the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:

- i. All projects with a total project cost of \$15,000 or greater GRANTEE shall retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional (Prime Professional is not required for grants less than \$15,000).
  - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; and the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended; 2013 Access Boards Final Guidelines for Outdoor Developed Areas.
  - vii. Bury all new utilities within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of **20** years (useful life of facilities anticipated), to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
  - f. adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date.
  - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and recreation program.
  - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
  - j. erect and maintain a sign on the property for the life of the facilities which designates this project as one having been constructed with the assistance of the RPGP. The size, color and design of this sign shall be in accordance with DEPARTMENT specification.
  - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the RPGP sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony to the local media. The use of the program logo and a brief description of the program are strongly encouraged in brochures related to public recreation produced by the GRANTEE. Upon the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2022** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:

- a. submit a progress report every 180 days during the project period.
  - b. submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun. For grants \$15,000 or less, the request reimbursement should be submitted for entire amount at completion of the project.
  - c. submit a complete request for final reimbursement within **90 days of project completion and no later than 6/30/2024**. If the GRANTEE fails to submit a complete final request for reimbursement by **6/30/2024**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior authorization from the DEPARTMENT before adding, deleting, or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, during the life of the facilities, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
- a. supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
  - b. confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.



14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. During the life of the facilities, none of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area to Michigan's recreation estate for the useful life of the project facilities, therefore:
  - a. the GRANTEE agrees that, during the life of the facilities, the project area or any portion thereof will not be converted to other than public recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including but not limited to replacement with land and/or project facilities of similar recreation usefulness and fair market value.
  - b. approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - c. before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
  - a. the GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
  - b. the GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and

- c. the DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing project site.
  
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
  
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
  
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. it is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
  
  - or
  
  - b. if any portion of the project area is a facility, documentation that Department of Environmental, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public recreation use and/or the resource protection values of the project area.
  
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
  
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law,;
  - a. terminate this Agreement; and/or
  - b. withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. withhold action on all pending and future grant applications submitted by the GRANTEE under the RPGP, Michigan Natural Resources Trust Fund, and Land and Water Conservation Fund; and/or
  - d. require repayment of grant funds already paid to GRANTEE.
  - e. require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding; upon request by the GRANTEE; or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an

immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

31. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
34. The GRANTEE agrees to assist DEPARTMENT personnel in promotion of the Recreation Passport Program by distributing marketing materials provided by the DEPARTMENT.
35. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
36. The rights of the DEPARTMENT under this Agreement shall continue for the anticipated life of the project facilities as stated in Section 7(d).

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION  
(Development)

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

“RESOLVED, that the \_\_\_\_\_, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the \_\_\_\_\_ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \_\_\_\_\_ (\$\_\_\_\_\_) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the \_\_\_\_\_ at a meeting held \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Memorandum



**To:** Village of Lawton

**From:** Zoning Solutions, LLC

**Date:** 1/6/2022

**Re:** Zoning Administrator / Ordinance Enforcement Officer

It is my goal to help serve the Village of Lawton with a working knowledge of the Village Ordinances to meet the needs of the Village Officials and citizens. We strive for better compliance with Ordinances through education and enforcement. Zoning Solutions, LLC employees have Zoning Administrator and Code Enforcement experience in both the Village and Township setting.

Zoning Solutions, LLC offers a unique solution by offering the full services of it's staff, one administrative / legal assistant, one blight enforcement officer, two ordinance enforcement officers, two Certified Zoning Administrators. Zoning Solutions, LLC does hold office hours at it's location in Cassopolis, Michigan Monday through Friday, 9:00 a.m. until 2:00 p.m. with afterhours meetings/response as needed. If it is so wished by the Village, office hours may be held at the Village at agreed upon times by both parties. The following shall be considered in contract with Zoning Solutions, LLC and the Village of Lawton:

### **Standard Services for Ordinance Enforcement –**

Services shall be rendered by Zoning Solutions, LLC to respond to and investigate Ordinance violation complaints within the Village. Dependent on the needs/desires of the Village, options for complaint driven or self-initiated shall be made available. A representative from Zoning Solutions, LLC shall be available as desired for staff or executive meetings as well as Council meetings and shall attend compliance meetings with the Village Attorney as desired along with court proceedings due to noncompliance. Zoning Solutions, LLC shall be available as desired for staff or executive meetings as well as Council meetings.

### **Compensation –**

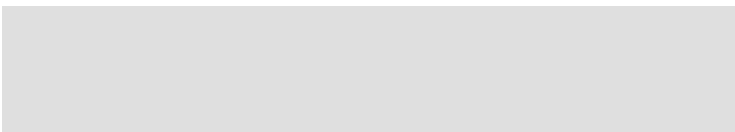
- \$35.00/hour
- Mileage within the Village boundaries and while conducting Village business
- Expenses accrued:
  - Examples, but not limited to:
    - Postage
    - Printing of Pictures and Documents (If needed)
    - Business Cards
    - Zoning Map

### **Standard Services for Zoning Administration –**

Services shall be rendered by Zoning Solutions, LLC to review and complete all submitted Zoning Applications, including, but not limited to, Zoning Permits, Special Use, Variance, Rezone, Land Division, Site Plan Review, etc. as allowable and through the standards as set forth by the Village of Lawton and shall be present for Planning Commission and Zoning Board of Appeals Hearings. A representative from Zoning Solutions, LLC shall be available as desired for staff or executive meetings as well as Council meetings and all public hearings.

### **Compensation –**

- \$35.00/hour
- Mileage within the Village boundaries and while conducting Village business
- Expenses accrued:



- Examples, but not limited to:
  - Postage
  - Printing of Pictures and Documents (If needed)
  - Business Cards
  - Zoning Map

**Specialty Services –**

Specialty Services are now available to you through a contract with Zoning Solutions, LLC which include, but are not limited to the following:

- Legal Counsel
- Building Inspector
- Ordinance Drafting
- Administrative Support
- Building Demolition
- Lawn Cleanup
- Site Cleanup
- Website Design / Maintenance

\*\*Please note that prices are negotiable and shall be agreed upon by both Zoning Solutions, LLC and the Village of Lawton based upon the depth of need.

I thank you and look forward to the opportunity to work with you.

Respectfully,



Jason A. Pompey, Owner  
Zoning Solutions, LLC

# PUBLIC SERVICES REPORT

## January 2022

### CEMETERY

1) We had 0 interment in the month of December

Hours for the month – 3 Overtime – 0

### MOTORPOOL

1) General maintenance was performed on equipment oil changes etc.

2) power steering on dump truck was replaced due to failure/ leak

Hours for the Month – 163 Overtime – 0

### BUILDINGS & GROUNDS

1) No activity other than general maintenance

Hours for the month – 7 Overtime – 0

### CIVIC ACTIVITIES

1) no activity

Hours for the month -

### PARKS

1) General maintenance and cleanup was performed.

Hours for the month – 22 Overtime – 5.5

### STREETS & SIDEWALKS

1) we have started winter operations

Hours for the month

Major Preservation – 8 Local Preservation – 8

Major winter Maint. – 57 Local winter Maint. – 189

Streets (not act 51) – 36 Sidewalks – 61.5

Vacation hours – 54 Sick time – 108

Respectfully Submitted,

Todd Hackenberg  
Superintendent of Public Works



# WATER/SEWER OPERATIONS REPORT

## January 2022

- 1) 11,101,000 Gallons of water were pumped during the month compared to 7,611,000 in 2021.
- 2) The average daily usage was 358,096 gallons.
- 3) Routine sampling was done with all samples being non detect.

Total hours for the month    Water – 38    Overtime – 11.5

   Sewer – 117    Overtime – 21

Respectfully submitted,

Todd Hackenberg  
Superintendent of Public Works

February 8 , 2022

## **Village of Lawton WWTP**

### **Operational report**

#### **Wastewater Treatment**

- In January a total of 2.1 million gallons of treated wastewater was discharged into the tributary to the South Branch of the Paw Paw River. The daily effluent flows averaged 68,000 gallons per day, which is approximately 27% of the hydraulic capacity of the plant.

#### **Regulatory Matters**

- The Discharge Monitoring Report for January has been electronically submitted to the MDEQ.

#### **Land Application Program**

2,000 gallons of activated sludge was pumped over to the sludge storage tank.

# LAWTON POLICE DEPARTMENT – COUNCIL REPORT

## JANUARY 2022

Calls for Service/Complaints-----96

Ordinance complaints-----5

    Blight **(1)**        Zoning **(3)**        Misc. **(1)**

Traffic stops-----21

    Citations issued **(7)**        Verbal warnings **(12)**

Arrests-----7

Accidents-----1

Parking citations-----2

HOURS WORKED:    Scheduled (Full-time)    788

                    Scheduled (Part-time)    0

                    Overtime hours    10

                    Vacation hours    12

                    Sick leave hours    80

### COMMUNITY POLICING:

Officers made **(38)** field contacts and **(30)** business contacts.

Officers attended several high school sporting events.

### NOTABLE INCIDENTS:

Officer Largen stopped a vehicle on M40 near 66<sup>th</sup> Ave. after observing erratic driving. Once Officer Largen contacted the driver, he would smell the odor of intoxicants and initiated a drunk driving investigation. The driver was subsequently arrested for OWI but refused to provide a breath sample. A blood sample was obtained after a search warrant was authorized. Charges are pending.

Officers Hitchcock and Gibbs both attended training on Interviewing and Interrogation.

Officer Gibbs also attended training on investigating Assaults by Strangulation or Suffocation. The information learned was then provided to the other Lawton officers.

**ADDITIONAL:**

For the month of January, 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:

6.17 hours – Main St.

6.50 hours – All other areas within the Village

Total hours – 12.67

Respectfully,

Chief Jeffrey Mack

# Van Buren County File Class / Section Report

Number	Sub-Beat	Date	Offense	Location	Incident Code-Type	Officer
22-0048	LAWTON-1	01/17/2022	BLIGHT ORDINANCE 93.01 Blight Ordinance 93.01	230 Main Street	- <i>Mattress in yard</i>	Mack, J. <i>Removed</i>
<b>Total:</b>	1					

## Circulation Report for December 2021

We had 402 visitors and checked out a total of 1,125 in materials.

Adult Fiction	207
Audio Books	10
Children Easy Books	484
Junior Fiction	71
Junior Non-Fiction	15
Large Print	169
Non-fiction	43
Play-Aways	0
Periodicals	20
Videos	71
Young Adult fiction	<u>27</u>
<b>Total</b>	<b>1,125</b>

Computer Usage	51 uses
Michigan total checkouts	5,259
Michigan total holds	8,368
Michigan total users	17,497
New Items Processed	94
Our Mel Items Received	74
Our Mel Items Sent	75
Overdrive downloads	220
Southwest MI Overdrive holds	115

Lawton Website visited, 2,790 last 30 days

Facebook visited 2,814 last 30 days

Knitters: 16

Story time: 54

Book Club: 9

Holiday Craft Night: 59 kids made crafts.

Respectfully Submitted,

Lyn Tone, Director