

VILLAGE *of* LAWTON
VILLAGE COUNCIL MEETING
125 S. MAIN STREET, LAWTON, MI 49065
TUESDAY, SEPTEMBER 13, 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 September 13, 2022 Council Agenda
- B. Approval of the August 9, 2022 Council Meeting Minutes and August 9, 2022 Special Meeting Minutes
- C. Approval of August 2022 Disbursements in the amount of \$338,655.80

V. COMMUNICATIONS / CORRESPONDENCE / PRESENTATIONS

- A. **Dan Reed:** Village Employee Insurance Plan Update
- B. **Holden Garwood:** Eagle Scout Project to Clean Cemetery

VI. CITIZENS' COMMENTS – (Please keep comments to 3 minutes)

VII. PUBLIC HEARINGS / APPOINTMENTS / PROCLAMATIONS

VIII. OLD BUSINESS

- A. **Resolution 17-2022:** A Resolution for the Village of Lawton to accept the donation of a Parcel of land located at 119 N Main – Lawton, MI.....Staff Recommends Approval

IX. NEW BUSINESS

- A. **Establish Trick Or Treat Hours** for Monday October 31, 2022 for 5:30 to 7:30 p.m.
.....Staff Recommends Approval
- B. **Resolution 18-2022:** A Resolution to extend winter sewer usage average on bills for the month of September’s usage, to be billed in October.....Staff Recommends Approval
- C. **Consider Quote for Water/Sewer Valve**.....Staff Recommends Approval
- D. **Consider Quote for 8” Water/Sewer Meter**.....Staff Recommends Approval

X. BOARD, COMMITTEE, AND STAFF REPORTS

- A. Village Manager – Lisa Imus
- B. Village Clerk – Brittany Rathbun
- C. Department of Public Works – Todd Hackenberg
- D. Police Department – Jeff Mack
- E. Planning Commission – Judy Peterson
- F. Downtown Development Authority – Gail Dudek
- G. Lawton Fire Board – Eric Dudek
- H. Lawton Library Board – Brittany Rathbun

XI. COUNCIL COMMENTS

XII. ADJOURNMENT - NEXT REGULAR MEETING DATE – *September 27, 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 brathbun@lawtonmi.org 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 August 9, 2022, at 7:00 p.m.
Village Hall – 125 S. Main Street, Lawton MI 49065
WWW.LAWTONMI.GOV 269.624.6407

MINUTES

- I. **CALL TO ORDER:** President Appleby called the August 9, 2022, meeting of the Lawton Village Council to order at 7:02 p.m.
- II. **PLEDGE OF ALLEGIANCE** - The Pledge of Allegiance was recited.
- III. **ROLL CALL:** Present: President Appleby. Trustees: Tanis, Smith, Turner, E. Dudek, G. Dudek, Peterson. Others present: Village Manager Imus, Village Clerk Rathbun (via video chat), Chief Mack, Superintendent Hackenberg, and three guests.
- IV. **CONSENT AGENDA:** The Consent Agenda included the approval of the August 9, Council Agenda, The July 12, 2022 Council Meeting minutes, and approval of the July 2022 disbursements in the amount of \$155,800.04. Peterson made a motion to approve the Consent Agenda with a move of the audit to communications and correspondence, and to add item VII B. to the agenda in regards to cleaning the Water Tower, supported by Smith. A unanimous roll call vote approved the motion.
- V. **COMMUNICATIONS, CORRESPONDENCE AND PRESENTATIONS:**
 - A. Josh Gabrielson, one of our auditors presented an audit overview for discussion. He stated that it was a clean audit, as it was before, but we have gone down from two material weaknesses to one. The material weakness found was the presentation and preparation of financial statements, which without a CPA on the payroll is very common.
 - B. Imus presented some highlights from the audit, including total revenue from fiscal year, showing at approximately 34% of the Village's revenues comes from property taxes, 33% comes from utility and other charges, and 22% comes from operating grants and contributions. The villages program totals have increased by \$180,000 from the previous year. We showed an increase in general fund of \$234,000. Street funds show an increase of \$160,000. These street funds could be used as a part of our upcoming M-40 project. Water fund net position decreased by 10,000, however, it does not reflect our new sewer rates. The new rates have been in effect since March, which was the beginning of the fiscal year, so the rates will not be reflected until next year's audit. We have in total \$1.8 million in outstanding obligations. Principle payments will be higher going forward, a change that has been planned for. Discussion ensued to include Josh Gabrielson to help answer questions about items that were under or over budget, fund balance percentage (the village is at 160% or a year and a half), ARPA funds, and debt ratio.
 - C. Imus reported that M-Dot is hosting an open house at village hall with all the current plans as well as engineers to help answer questions for the upcoming M-40 project between 4-6pm.
- VI. **CITIZENS' COMMENTS:**
 - A. Emily Hickmott, the Deputy Administrator from Van Buren Conservation District spoke, wanted to let everyone know that they have lists of good choices for plants as roadside replacements after the M-40 project, and are happy to make suggestions if the village would like them. The Van Buren Conservation District will be out at Oxley Farms with dinner, and discussion to learn more about invasive species plants that impact growers. Ms. Hickmott handed out fliers to show upcoming

events that VBCD has involving the community. Their next event will be September 8, 2022 here in the village to do electronic and tire recycling.

- B. County Commissioner Paul Schincarol came in to provide updates from the county board, including rural broadband plans. It is estimated that to get our entire county high speed internet it will cost \$32-64 million. The commissioner also spoke on ARPA Funds including detailed parcel maps, Auto Insurance reform, county administration and redistricting updates. He answered council member questions in regard to how these items will affect the residents of Lawton.

VII. EXISTING BUSINESS:

- A. Turner moved, and E. Dudek seconded to adopt Resolution 13-22, a resolution approving traffic control order 02-22, authorizing “No Stopping, standing, or parking” signs between the hours of 7:30 AM and 3:30 PM on school days on the North side of E. Second Street from Nursery Street to Quincy Street. A voice vote was taken. All in favor, none opposed, motion carried.
- B. Superintendent Hackenberg Reported that budgets for cleaning of the water tower have come in at about \$12,000. Smith moved to adopt this resolution, seconded by E. Dudek. A roll call vote was taken, all in favor, none opposed. Motion carried.

VIII. NEW BUSINESS:

- A. Imus reported that Treasurer Leonard submitted paperwork showing how slow the Department of Public Works internet is, as well as a contract from Comcast for the council to review in order to give them better speeds, as well as place cameras in the parks, since the Village’s current provider, Frontier cannot reach the park. Peterson motioned that the village moves the internet services from Frontier to Comcast, as well as getting the internet into the park in order to install cameras. Roll Call vote taken. All in favor, none opposed, motion carried.
- B. Smith motioned to have the water tower cleaned for the estimated \$12,000. Seconded by E. Dudek. Discussion followed. Roll call vote taken, all in favor, none opposed. Motion carried.

IX. BOARD, COMMITTEE, AND STAFF REPORTS:

- A. Imus reported that they met with Little League baseball board to discuss future of baseball fields and work being done, the board seemed receptive, and will meet back with village on desires to try to come up with a plan. As a result of that meeting, the village talked with one of the members who is a geologist for a local business about the village wastewater ponds. The village would like to see turned into housing. We aren’t certain whether or not it is feasible yet, so, Thursday Manager Imus and Superintendent Todd will meet with this company to have the property evaluated to see if it is a possible area to develop housing. Transfer of Reid’s property is in process; however, it cannot be transferred into our ownership until after MDOT closes with him on the sale of the sidewalks. Imus reported in regards to changing Union to a one-way street, Imus and Hackenberg will meet with MDOT during the open house for details on how to get it moving forward. They currently hope for a date of October 1 to have this finished. Imus reported that she had a meeting with Abonmarche last week, however, the update was not in line with our current goals. More suggestions were given, but it is still a work in progress. DPW union negotiations continue tomorrow. Imus reported she is still waiting to hear from Zoning Solutions, and that Modern Well got the hot patch done in their parking lot.
- B. Rathbun reported that the Library Board met as usual and Summerfest programs have been a huge success, with more kids participating than ever before. No clerk updates to report.

- C. Hackenberg reported that there were updates on the parking lot for the water tower with Verizon. He reported that PFOS testing came back good, so the next steps can be taken. Hackenberg also reported that he has received an application for drinking water 2024 funding, which he will be filling out. There is also a two-year loan program for water, in which 33% can be forgiven that is going to be looked into.
- D. Mack reported that there is a policy review update with documentation process started. He is working on a two-year accreditation process with Michigan Association of Chiefs of Police. Training is now mandatory annually for active shooter training through MCOLES. All of our officers will have it completed as of tomorrow. Discussion ensued, and Chief Mack answered council questions on the program and policy updates.
- E. E. Dudek reported that the Fire Board met, no updates to report.
- F. Peterson reported that the Planning Commission met, and had an update on residential signs. Does not show up under sign ordinance, only shows up under Home Occupation in reference to regulations. Peterson reported Planning commission also reviewed current zoning ordinations so they can see what can be changed.
- G. G. Dudek reported that the DDA met, and the façade program for 2022 is not seeing as much action as anticipated. Only 2 places have applied thus far. The DDA is still looking for someone within budget to draw up plans for the pickle ball courts. The DDA elected Donna Deluge as vice chair, discussed Farmer’s Market, as well as the possibility of creating a policy for the Farmer’s Market. Final Vote on the DDA using the Lions Club at the park.

X. COUNCIL COMMENTS:

- XI. ADJOURNMENT:** Turner supported by E. Dudek, made a motion to adjourn the meeting at 8:45 p.m. A voice vote was taken with unanimous approval of those present. The next Village Council Meeting will take place on September 13, 2022 at 7pm.

Respectfully Submitted by
Brittany Rathbun, Lawton Village Clerk



Village of Lawton
VILLAGE COUNCIL SPECIAL MEETING
125 S. MAIN, LAWTON MI 49065 269.624.6407
Thursday, August 9, 2022
MINUTES

- I. **Call to Order:** President Appleby called the August 9, 2022, Special Meeting of the Lawton Village Council to order at 530 p.m.
- II. **Roll Call:** Roll call taken by village manager Imus. Present: Appleby, Peterson, Turner, Smith, E. Dudek, G. Dudek, Tanis. Absent: None
- III. **New Business:**

Village Police Department – Imus reviewed the Police Department’s Budget of \$435,000, not including requested funds for a new vehicle and additional training. Full staffing levels have been difficult to maintain with limited interest in job postings.

Council discussed that the Village needs police to patrol, and to be visible and interactive while patrolling. Residents want to see a police presence, especially on weekends and during the summer.

Staff will research cost control and ways to further optimize the department.

- IV. **Council Comments:** None.
- V. **Public Comments:** None.
- VI. **Adjournment:** The meeting adjourned at 6:45 pm.

09/06/2022

CHECK REGISTER FOR VILLAGE OF LAWTON
CHECK DATE FROM 08/01/2022 - 08/31/2022

Check Date	Check	App	Vendor Name	Description	Amount
Bank GEN GENERAL CHECKING					
08/17/2022	5779	AP	ALAN SMITH	JUMPING WANDS, LIGHT UP THUMBS	170.00
08/17/2022	5780	AP	APPLIED IMAGING	LIBRARY COPIER CONTRACT NO CN3599-01 - A	234.77
08/17/2022	5781	AP	BAKER & TAYLOR, INC.	BOOK	1,631.15
08/17/2022	5782	AP	BLOOMINGDALE COMMUNICATIONS	PHONE LIBRARY	162.92
08/17/2022	5783	AP	CENGAGE LEARNING.	AUGUST MYSTERY 2 PLAN	208.42
08/17/2022	5784	AP	CLARK TECHNICAL SERVICES	LPL 2022 SUPPORT	120.00
08/17/2022	5785	AP	DEMCO, INC.	BOOK STOP WITH CORK BASE, LABEL PROTECTO	134.67
08/17/2022	5786	AP	DEMCO, INC.	BOOK STOPS WITH CORK BASE; LABEL PROTECT	191.01
08/17/2022	5787	AP	LAWTON FREE READER	MONTHLY AD FOR 6MONTHS	120.00
08/17/2022	5788	AP	PETTY CASH	DOLLAR STORE, POST OFFICE, WALMART, FAMI	101.10
08/17/2022	5789	AP	SYNCB/AMAZON	BOOKS	217.73
08/18/2022	5790	AP	ADAMS HARDWARE	CONSOLIDATED BILL	1,300.91
08/18/2022	5791	AP	ALEESHA ELLIOT	PARK DEPOSIT REFUND	50.00
08/18/2022	5792	AP	ALEKSICH EXCAVATING LLC	DEMOLITION 410 WHITE OAK; REMOVAL OF SHE	12,400.00
08/18/2022	5793	AP	AMERICAN WATER WORKS ASSOC.	MEMBER NO 03455761 RENEWAL	372.00
08/18/2022	5794	AP	APPLIED IMAGING	CONTRACT NO CN5174-01 FOR ACCT NO KZ1828	199.74
08/18/2022	5795	AP	ASPHALT RESTORATION, INC.	CHIP AND FOG 2022	157,473.95
08/18/2022	5796	AP	BADGER METER, INC	BEACON MBL HOSSTING SERV UNIT	39.91
08/18/2022	5797	AP	Bailey, Timothy	UB refund for account: 03-255	6.30
08/18/2022	5798	AP	BARBARA BIGELOW	PARK DEPOSIT REFUND	50.00
08/18/2022	5799	AP	BETH TROXELL	PARK DEPOSIT REFUND	50.00
08/18/2022	5800	AP	BLOOMINGDALE COMMUNICATIONS	TELEPHONE FOR ACCT NO 0032515-9	334.86
08/18/2022	5801	AP	BRITTANY RATHBUN	COSTCO - OFFICE CHAIRS X2	211.98
08/18/2022	5802	AP	BRONSON HEALTHCARE GROUP	DRUGSCREEN FOR DALTON EDWARDS	220.00
08/18/2022	5803	AP	CLARK TECHNICAL SERVICES	VOL 2022 SUPPORT	165.00
08/18/2022	5804	AP	CONSUMERS ENERGY	HEAT FOR ADDRESS 125 MAIN ST ACCT NO 100	85.38
08/18/2022	5805	AP	COURIER-LEADER & FLASHES	ORD 203	370.00
08/18/2022	5806	AP	EDISON ELECTRIC	INSTALL TIME CLOCK ON SPLASH PAD	300.00
08/18/2022	5807	AP	FISHER AUTO PARTS	OIL CHANGE STICKERS	55.13
08/18/2022	5808	AP	Freer, Merlita	UB deposit refund for account: 04-399	80.00
08/18/2022	5809	AP	H2O TOWERS LLC	CLEANING OF OUTSIDE OF WATER TOWER	12,000.00
08/18/2022	5810	AP	INDIANA MICHIGAN POWER CO.	ACCT #046-216-176-0-6 - 119 N MAIN ST, R	7,217.33
08/18/2022	5811	AP	INTERSTATE BILLING SERVICE INC	BELT ALTERNATOR	28.31
08/18/2022	5812	AP	JOSH ROACH	PARK DEPOSIT REFUND	50.00
08/18/2022	5813	AP	JUDY PETERSON	PARK DEPOSIT REFUND	50.00

08/18/2022	5814	AP	KATHLEEN MCGUIRE	PARK DEPOSIT REFUND	50.00
08/18/2022	5815	AP	LAWSON OIL COMPANY	SG 5W 30 SYN BLEND	4,892.79
08/18/2022	5816	AP	LINDA VERBERG	PARK DEPOSIT REFUND	50.00
08/18/2022	5817	AP	MEEKHOF TIRE OF KZOO	PASS/LT FLAT REPAIR	28.00
08/18/2022	5818	AP	MELINA LEONARD	REFRESHMENTS FOR MDOT OPEN HOUSE	23.40
08/18/2022	5819	AP	MISSION COMMUNICATIONS, LLC	RENEWAL PACKAGE SERVICES FOR WHITE OAK R	718.00
08/18/2022	5820	AP	NCL OF WISCONSIN, INC.	TEST TUBES, DESICCANT	481.05
08/18/2022	5821	AP	NEIL'S HARDWARE & RENTALS	5GAL CAN 4CYL FUEL	89.99
08/18/2022	5822	AP	Pease, Lois	UB refund for account: 03-240	63.90
08/18/2022	5823	AP	PEERLESS MIDWEST, INC.	REPLACED TRANSDUCER IN WELL 1,	900.00
08/18/2022	5824	AP	Ponicki, Kori	UB refund for account: 03-316-1	41.66
08/18/2022	5825	AP	PRECISION PRINTER SERVICES INC	BLACK DRUM FOR CLERK'S OFFICE PRINTER	104.95
08/18/2022	5826	AP	REPUBLIC SERVICES OF	WASTE REMOVAL	694.79
08/18/2022	5827	AP	SAFEBUILT	PERMITS FOR 502 N MAIN ST	1,879.57
08/18/2022	5828	AP	SARAH SWARD	PARK DEPOSIT REFUND	50.00
08/18/2022	5829	AP	SIEGFRIED CRANDALL, P.C.	AUDITING SERVICES FOR THE YEAR ENDED 2/	2,000.00
08/18/2022	5830	AP	USA BLUE BOOK	CHLORINE	696.39
08/18/2022	5831	AP	VILLAGE OF PAW PAW	WATER LAB ANALYSIS	420.00
08/18/2022	5832	AP	WAGONER'S	WWTP CONSOLIDATED	49.47
08/31/2022	5833	AP	ABONMARCHE CONSULTANTS, INC	21-1783 - LAWTON VILLAGE HALL FEASIBILIT	4,901.00
08/31/2022	5834	AP	ASHLEY BENOIT	PARK DEPOSIT REFUND	50.00
08/31/2022	5835	AP	BEN W. JOHNSON	AUGUST 2022 CLEANING X4	380.00
08/31/2022	5836	AP	FOSTER SWIFT COLLINS & SMITH P.C.	ATTORNEY FEES	787.50
08/31/2022	5837	AP	FRONTIER	TELEPHONE AND INTERNET FOR DPW AND WWTP	645.60
08/31/2022	5838	AP	INDIANA MICHIGAN POWER CO.	ACCT #046-216-176-0-6 - 119 N MAIN ST, R	106.92
08/31/2022	5839	AP	MICHIGAN MUNICIPAL LEAGUE	POOL RENEWAL PREMIUM POLICY #MML00109403	41,307.00
08/31/2022	5840	AP	Mitchell, Chelsea	UB refund for account: 04-412	23.60
08/31/2022	5841	AP	PAW PAW RENTALS	STRIPER, PAINT FOR CROSSWALKS AT SCHOOL	39.27
08/31/2022	5842	AP	PRECISION PRINTER SERVICES INC	ON SITE SERVICE	169.00
08/31/2022	5843	AP	PRIORITY HEALTH	INSURANCE GROUP ID 794824	7,776.41
08/31/2022	5844	AP	RYAN DOWNS	TRIMMING, MOWING - 606 WASHINGTON ST	120.00
08/31/2022	5845	AP	SHARON NOTEBOOM	PARK DEPOSIT REFUND	50.00
08/31/2022	5846	AP	SHIRLEY WEBER	PARK DEPOSIT REFUND	50.00
08/31/2022	5847	AP	STEENSMA LAWN & POWER EQUIP.	BLADE	74.67
08/31/2022	5848	AP	TAPPER FORD	ALIGNMENT FOUR WHEEL, REPLACED LF AXLE 2	149.95
08/31/2022	5849	AP	THAYER, INC.	TOILET PAPER	241.74
08/31/2022	5850	AP	THE STANDARD	LIFE INSURANCE ACCT NO 00 168051 0001	1,096.44
08/31/2022	5851	AP	USA BLUE BOOK	FLAG 21'	393.09
08/31/2022	5852	AP	VAN BUREN COUNTY	VERIZON AIRCARD - JUN/JULY	80.20
08/31/2022	5853	AP	VAN BUREN COUNTY	VERIZON AIRCARD - FEB	80.18
08/31/2022	5854	AP	VANCE OUTDOORS	DUTY HOLSTER	152.00

08/31/2022	5855	AP	VERIZON WIRELESS	MOBILE PHONE TABLETS	329.36
08/31/2022	5856	AP	WYOMING ASPHALT PAVING CO, INC	COMMERCIAL TOP	323.19
08/31/2022	5857	AP	NYE UNIFORM COMPANY	DEPT EMBLEMS	176.00
08/05/2022	DD5309(A)	PR	Payroll Total		32,297.41
08/19/2022	DD5329(A)	PR	Payroll Total		37,218.74
Total of 78 Checks:					338,655.80
Less 0 voided Check:					0.00
Total of 126 Disbursements:					<u>338,655.80</u>

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

RESOLUTION NO. 17-2022

**A RESOLUTION FOR THE VILLAGE OF LAWTON TO ACCEPT THE DONATION OF A
PARCEL OF LAND LOCATED AT 119 N MAIN - LAWTON, MICHIGAN**

At a regular meeting of the Lawton Village Council, held at Lawton Village Hall – 125 S Main Street in Lawton, Michigan, on this 27th day of September 2022 at 7:00 p.m.

PRESENT:

ABSENT:

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

RESOLUTION

WHEREAS, Raymond J. Reid and Margaret A. Reid, the owners of an approximately .2-acre parcel at 119 N Main in the Village of Lawton (Permanent Parcel No. 80-45-650-001-10) wishes to donate that parcel to the Village by Lawton; and

WHEREAS, this Council determines that the acceptance of this parcel furthers the public health, safety, and general welfare of the community.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Lawton, Van Buren County, State of Michigan:

SECTION 1. That the Village of Lawton hereby accepts the donation of the property at 119 N Main in the Village of Lawton (Permanent Parcel No. 80-45-650-001-10) "the "Property" from Raymond J. Reid and Margaret A. Reid.

SECTION 2. That the President and Clerk are authorized to enter into a donation agreement, substantially in the form of the agreement attached hereto and incorporated herein fully as if by reference; to accept the deed and/or any other necessary documents to consummate the transfer of title to the Property to the Village under the terms and conditions set forth in the donation agreement; and to ensure the deed is properly recorded with the County of Van Buren Register of Deeds.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

THIS RESOLUTION is hereby _____ by roll call vote:

YEAS: Council Members

NAYS: Council Members

ABSTAIN: Council Members

ABSENT: Council Members

VILLAGE OF LAWTON

BY: _____
Josh Appleby, President

BY: _____
Brittany Rathbun, Village Clerk

CERTIFICATION

I, Brittany Rathbun, 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, September 27th, 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: _____
Brittany Rathbun, Village Clerk

REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement (“Agreement”) is made and entered into on _____ (“Effective Date”) by and between _____, of _____ (“Donor”), and **Village of Lawton**, a Michigan municipal corporation, of 125 S. Main Street, Lawton, MI 490655 (“Donee”). Throughout this Agreement, Donor and Donee may also be referred to individually as a “Party” and collectively as the “Parties.”

BACKGROUND

- A. Donor is the owner of certain real property legally described on Exhibit A attached to this Agreement and incorporated into this Agreement by this reference (“Property”).
- B. Donor wishes to donate and convey all of Donor’s rights and interests in the Property to Donee, and Donee wishes to accept all such rights and interests in the Property.
- D. The Parties now hereby formally memorialize the terms and conditions of the subject land donation by executing this Agreement.

AGREEMENT

1. CONSIDERATION

The Parties acknowledge and agree that Donee will pay \$10.00 to Donor as consideration in exchange for Donor’s transfer of the Property to Donee. This Agreement is not contingent upon Donee obtaining financing from any source.

2. RESTRICTIONS AND LIMITATIONS

Subject to Donee’s right to terminate this Agreement as set forth in Section 6, Section 8, and Section 13, Donee will take title to the Property subject to all matters of title at the Closing (defined below in Section 3), with the exception of any liens for taxes or charges, or both, which Donor will discharge in accordance with the terms and conditions of this Agreement. Additionally, the Parties acknowledge and agree that Donor does not assert any conditions or restrictions of use against the Property that would in any way restrict or limit Donee’s use of the Property following the Closing.

3. CLOSING DATE

The date of the closing for the subject land donation transaction of the Property (“Closing”) will be the Effective Date, at which time this Agreement will be executed by the Parties and possession of the Property will be given to Donor; provided, however, that the Effective Date may be changed by written agreement of the Parties.

4. CLOSING DOCUMENTS

- (a) The Parties acknowledge and agree that Donor was not obligated to provide any new or updated survey(s) of the Property to Donee as a condition to the Closing. Accordingly, Donee, in its sole discretion and following advice from its legal counsel to obtain a survey of the Property, has elected to not obtain a survey of the Property prior to the Closing, and Donee hereby accepts all risk associated with such decision.
- (b) The Parties acknowledge and agree that Donee has at its sole expense obtained a title commitment dated subsequent to the Effective Date for the issuance of an owner's policy of title insurance by Van Buren County Title Services in Paw Paw, Michigan at the Closing or as soon as practicable thereafter.
- (c) The Parties acknowledge and agree that Donee has at its sole expense provided or arranged to be provided all closing services through Van Buren County Title Services in Paw Paw, Michigan, including the preparation of warranty deeds in recordable form to transfer the Property from Donor to Donee and recording of such deeds at or immediately following the Closing.

5. CLOSING COSTS AND EXPENSES

- (a) Donor will pay at or before the date of the Closing: (i) all real estate taxes and assessments that were billed before the date of the Closing; (ii) all special assessments that were assessed before the date of the Closing; (iii) all water and sewer charges billed before the date of the Closing; and (iv) any other governmental taxes or charges levied or assessed against the Property which are a lien on the Property or otherwise due and payable as of the date of the Closing.
- (b) Donee will pay at or before the date of the Closing: (i) the cost of the title insurance premium; (ii) the cost of recording the deeds; and (iii) the closing fee charged by Van Buren County Title Services in Paw Paw, Michigan.

6. PROPERTY CONDITION AND INSPECTION RIGHTS

- (a) Except as stated expressly in this Agreement, Donee acknowledges and agrees that Donor has not made and specifically disclaims any warranty, guaranty, or representation, oral or written, past, present, or future, of, as to, or concerning: (i) the nature, square footage, condition, value, or quality of the geology, or the suitability of the Property for any and all activities and uses which Donee may elect to conduct on the Property; and (ii) the manner, construction, condition, quality, or the state of repair or lack of repair of any improvements located on the Property.
- (b) Donee expressly acknowledges and agrees that, before the Closing, Donee will have thoroughly inspected and examined the Property to the extent deemed necessary by Donee in order to enable Donee to evaluate the acceptance of the

Property. Except with respect to environmental conditions at the Property: (i) Donee further acknowledges and agrees that Donee is relying solely upon the inspection, examination, and evaluation of the Property, if any, by Donee and that Donee is accepting the Property on an “AS IS, WHERE IS” and “WITH ALL FAULTS” basis and not on any information provided or to be provided by Donor except as stated expressly in this Agreement; and (ii) Donee acknowledges that it is relying on its own experts and not Donor or information provided by Donor, if any, and is not looking to Donor for any additional information with respect to the condition of the Property except as stated expressly in this Agreement. Donee expressly acknowledges that, in consideration of the agreements of Donor, Donor makes no warranty or representation expressed or implied, or arising by operation of law, including but not limited to any warranty of condition, habitability, merchantability, or fitness for a particular purpose, except as stated expressly in this Agreement (or, as applicable, in the deeds).

- (d) Donee expressly acknowledges and agrees that, before the Closing, Donor granted to Donee (including its employees, agents, and independent contractors) full permission and license to enter upon the Property to inspect and perform any tests that Donee, in its sole discretion, deems necessary or appropriate to evaluate the acceptance of the Property, including, without limitation, any and all environmental (including subsurface), structural, and feasibility tests (collectively, “Tests”). Additionally, in the event that the Closing does not occur, Donee will repair any material damage to the Property arising out of or resulting from the Tests. Donee will indemnify and hold harmless Donor, except to the extent of Donor’s negligence or willful misconduct, from any damages for property damage or personal injury caused by Donee in the conduct of such Tests, other than pre-existing conditions merely discovered by Donee. These indemnity obligations of Donee will survive the Closing or termination of this Agreement.
- (e) Notwithstanding anything in this Agreement to the contrary, if, at any time before the Closing, Donee determines, in its sole discretion, that the Property is not suitable for its use, then Donee may terminate this Agreement by delivering written notice of such termination to Donor.

7. REPRESENTATIONS AND WARRANTIES

- (a) In addition to any other representations and warranties made elsewhere in this Agreement, Donee represents and warrants to Donor as follows:
 - (i) Donee is accepting the Property solely in reliance on its own information or findings or both and not on any information, representation, or warranty provided or to be provided by Donor except as stated expressly in this Agreement.

- (ii) Donor has not made any representations or warranties, implied or express, relating to the condition of the Property except as stated expressly in this Agreement.
 - (iii) Donee has not relied on any representation or warranty from Donor regarding the nature, quality, or workmanship of any improvements made by Donor except as stated expressly in this Agreement.
- (b) In addition to any other representations and warranties made elsewhere in this Agreement, Donor represents and warrants to Donee as follows:
- (i) Donor has no actual knowledge of any person or entity presently occupying the Property.
 - (ii) Donor has no actual knowledge of any litigation, proceeding, or investigation pending or threatened against or involving Donor and the Property, and Donor does not know or have reason to know of any grounds for any such litigation, proceeding, or investigation, which could have an adverse impact on Donee or Donee's title to or use of the Property, either before or after the Closing.
 - (iii) Donor has no actual knowledge of any illegal or otherwise harmful contamination by Hazardous Substances at the Property, or any other failure with regard to the Property to maintain full compliance with the applicable requirements of Environmental Laws, and administrative or judicial orders or decrees.
 - (iv) Donor has provided to Donee all Environmental Disclosures and all information in Donor's possession regarding any restrictive covenants, easements, or similar encumbrances affecting the Property.
 - (v) Donor has the right, power, and authority to enter into this Agreement and to transfer the Property in accordance with the terms and conditions of this Agreement, and Donor has not granted any option or right of first refusal to any other person or entity to purchase the Property and has not entered into any contract to sell the Property.
 - (vi) If applicable, any individual signing this Agreement and any related documents executed pursuant to this Agreement on behalf of Donor is and shall be duly authorized to sign the same on Donor's behalf and to bind Donor.

8. DEFAULT AND REMEDIES

- (a) In the event of Donee's material breach or material misrepresentation of any fact under the terms of the Agreement, Donor is automatically released from the

obligation to donate and convey the Property to Donee, and Donor will not be liable to Donee for any claims arising out of or relating in any way to Donor's failure to donate and convey the Property to Donee.

- (b) In the event of a breach of any representation or warranty of Donor or the failure of Donor to perform any obligation or term contained in this Agreement, Donee, as its sole and exclusive remedy, will be entitled to terminate this Agreement by giving written notice to Donor, at which time the Parties will have no further rights or obligations under this Agreement, except for those that expressly survive any such termination.

9. INDEMNIFICATION

- (a) To the extent permitted by law, Donee agrees to indemnify and hold harmless Donor from and against any and all losses, claims, demands, liabilities, costs, damages, and expenses (including attorney's fees and costs) that Donor may incur to the extent arising from Donee's actions or failure to act on, respond to, or comply with any written notices received after the Closing regarding a violation of any local, state, or federal law, rule, or ordinance affecting the Property.
- (b) Donor agrees to indemnify and hold harmless Donee and its employees, elected/appointed officials, and agents from and against any and all losses, claims, demands, liabilities, costs, damages, and expenses (including attorney's fees and costs) that Donee may incur to the extent arising from Donor's actions or failure to act on, respond to, or comply with any written notices received on or before the Closing regarding a violation of any local, state, or federal law, rule, or ordinance affecting the Property, unless such violations result from Donee's actions, inspections, or access onto the Property prior to the Closing.

10. RELATIONSHIP OF THE PARTIES; THIRD PARTIES

Nothing in this Agreement will be construed as constituting a partnership or joint venture between Donor and Donee. Neither Party has employed a real estate broker or agent in connection with the Property, and this Agreement does not create any rights, claims, or benefits inuring to any person or entity that is not a Party to the Agreement, nor does it create or establish any third-party beneficiary to the Agreement. This Agreement shall inure only to the benefit of and bind the Parties and their respective heirs, legal representatives, successors, and permitted assigns.

11. NOTICES

Any notices required to be given under the Agreement will be deemed to have been delivered when actually received in the case of hand or overnight delivery or by fax or email with confirmation of transmission, or five (5) calendar days after mailing by first class mail, postage prepaid. All notices to a Party will be deemed sent or delivered to such Party when sent or delivered to Donor at the physical address, fax number, or email address provided to the other Party.

12. FORCE MAJEURE

Unless otherwise provided in this Agreement, neither Party will be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes, or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the Party through use of alternate sources, workaround plans, or other means.

13. TERMINATION OF AGREEMENT

If either Party terminates the Agreement when permitted to do so, the Parties will have no further obligation to each other, except as to any provision that survives the termination of the Agreement.

14. ASSIGNMENT OF AGREEMENT

Neither Donor nor Donee may assign the Agreement without the other's written consent.

15. ENTIRE AGREEMENT

No other agreements or representations, unless specifically set forth in the Agreement, will be binding upon either of the Parties. This Agreement sets forth the full and complete understanding of the Parties, and any addenda, riders, counterparts, or amendments together constitute the entire agreement between the Parties.

16. MODIFICATION AND WAIVER

No provision, term, or clause of the Agreement may be revised, modified, amended, or waived, except by an instrument in writing signed by Donor and Donee. The waiver by any Party of a breach of the Agreement will not operate or be construed as a waiver of any other or subsequent breach. No course of dealing between the Parties will operate as a waiver of any provision of the Agreement.

17. SEVERABILITY

If any provision of the Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions will not be affected or impaired, provided that the purposes of this Agreement can still be accomplished, and no provision will be deemed dependent upon any other provision unless expressly stated.

18. COUNTERPARTS AND ELECTRONIC COPIES

This Agreement may be executed simultaneously in any number of counterparts. Each counterpart will be deemed to be an original, and all such counterparts will constitute one instrument. A signed electronic, facsimile, or photocopy of the Agreement will be treated as an original, and will be deemed to be as binding, valid, genuine, and authentic as an originally signed counterpart for all purposes.

19. CAPTIONS AND HEADINGS

The captions and headings to the various paragraphs and subparagraphs of the Agreement are placed for convenience of reference only. In case of conflict, the text of the Agreement, rather than such captions or headings, will control.

20. APPLICABLE LAW

This Agreement and its provisions will be construed, controlled, and interpreted according to the laws of the State of Michigan.

21. ATTORNEY REVIEW

Each of the Parties acknowledge that they have had the opportunity to consult with their respective legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

22. ATTORNEYS' FEES, COURT COSTS, AND LEGAL EXPENSES

In any action or proceeding arising out of, brought under, or relating to the terms or enforceability of the Agreement, each Party will bear its own attorney's fees, costs, and expenses incurred in such action, proceeding, or arbitration.

[Signatures on following page]

SIGNATURE PAGE

Real Property Donation Agreement dated _____ by and between

The Parties have entered into the Agreement as of the Effective Date first set forth above.

DONOR

By:
Its:

Dated: _____

DONEE

Village of Lawton

By:
Its:

Dated: _____

By:
Its:

Dated: _____

4838-4509-9752 v2 [94618-1]

EXHIBIT A

Legal Description of the Property

119 N Main, Lawton MI 49065
Parcel #80-45-650-001-10

902-A 32-3-13 1645-46 * LOT 1. EXCEPT S 13 FT THEREOF. BLOCK 8
WHITEHEADS ADDITION. *** COMBINATION OF 80-45-650-001-60 AND 80-45-
650-001-00 ON 14 DECEMBER 2017 FOR 2018 TAXES.

VILLAGE OF LAWTON
COUNTY OF VAN BUREN
STATE OF MICHIGAN

RESOLUTION NO. 18-2022

A RESOLUTION TO AVERAGE SEWER RATES DURING THE MONTHS OF
MAY, JUNE, JULY, AUGUST AND SEPTEMBER

At a regular meeting of the Village of Lawton Village Council, held at Lawton Village Hall, Lawton, Michigan, on this 13th day of September, 2022 at 7:00 p.m.

PRESENT:

ABSENT:

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

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

WHEREAS, the Village has adopted Ordinance No. 52.41 (the Ordinance) that establishes a user charge system for the use of the wastewater (sewer) system of the Village; and

WHEREAS, the Ordinance provides that the rates for the use of the wastewater (sewer) system are established by Resolution of the Village Council, and

WHEREAS, the Village wishes to update the sewer rates to include a “winter average” for residential customers during the months of May, June, July, August, and September to calculate the commodity charge for sewer usage during those months, and

WHEREAS, a “winter average” is the commodity charge for sewer service, averaging the low usage months of December, January and February, and using that average calculation for each month from May to September, and

WHEREAS, a “winter average” is being used to accommodate water usage that does not enter the wastewater (sewer) system. This will allow for activities such as pool filling, landscape watering, and power washing.

Add f

NOW, THEREFORE BE IT RESOLVED THAT:

1. A “winter average” will be established by averaging the December, January, and February sewer commodity charge on residential accounts
2. The calculated “winter average” rate will be used to calculate the May, June, July, August, and September sewer commodity charges.

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 13th day of September, 2022.

VILLAGE OF LAWTON

BY: _____
Josh Appleby, President

BY: _____
Brittany Rathbun, Village Clerk

CERTIFICATION

I, Brittany Rathbun, 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, September 13th, 2021 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: _____
Brittany Rathbun, Village Clerk



Mishawaka: Phone 574.254.9050 Fax 574.254.9650
 Ionia: Phone 616.527.0050 Fax 616.527.5508
 Westfield: Phone 317.896.2987 Fax 317.896.3748
 Grand Blanc: Phone 248.996.2721 Fax 616.527.5508

QUOTATION

Village of Lawton
 ATTN: Todd Hackenberg
 PO Box 367
 Lawton, MI 49065
hackenbergt@lawtonmi.gov

OUR NO. ALG-81222b
 YOUR NO. _____
 DATE August 12, 2022

REFERENCE 6" Check Valve

QUANTITY	DESCRIPTION	PRICE
	Supply and Install new Wafer Style Silent Check Valve *The current check valve is a different design. To install the new check valve a new spool piece will need to be built. Moving forward, the wafer check valve is more available and simpler to service and install.	\$4,850.00
STATE SALES TAX, IF APPLICABLE, IS NOT INCLUDED		

Total \$4,850.00

TERMS NET 30
 START ASAP
 COMPLETE ASAP
 ACCEPTED BY _____

PEERLESS-MIDWEST, INC.

BY Adam L. Gerstbauer
 Adam L. Gerstbauer



Mishawaka: Phone 574.254.9050 Fax 574.254.9650
Ionia: Phone 616.527.0050 Fax 616.527.5508
Westfield: Phone 317.896.2987 Fax 317.896.3748
Grand Blanc: Phone 248.996.2721 Fax 616.527.5508

QUOTATION

Village of Lawton
 ATTN: Todd Hackenberg
 PO Box 367
 Lawton, MI 49065
hackenbergt@lawtonmi.gov

OUR NO. ALG-81222
 YOUR NO. _____
 DATE August 12, 2022

REFERENCE 8" Meter (MLI1) with 4/20 mA Transmitter

QUANTITY	DESCRIPTION	PRICE
	8" Meter (MLI1) with 4/20 mA Transmitter	\$5,950.00
STATE SALES TAX, IF APPLICABLE, IS NOT INCLUDED		

Total \$5,950.00

TERMS NET 30
 START ASAP
 COMPLETE ASAP
 ACCEPTED BY _____

PEERLESS-MIDWEST, INC.

BY Adam L. Gerstbauer
 Adam L. Gerstbauer

PUBLIC SERVICES REPORT

August 2022

CEMETERY

1) We had 2 interments in the month of August

Hours for the month – 226.5 Overtime – 0

MOTORPOOL

1) General maintenance was performed on equipment

2) the 1999 Dump truck is at truck and trailer getting repaired

Hours for the Month – 42 Overtime – 0

BUILDINGS & GROUNDS

1) No activity other than general maintenance

Hours for the month – 13 Overtime – 0

CIVIC ACTIVITIES

1)

Hours for the month -

PARKS

1) General maintenance and cleanup was performed.

Hours for the month – 73 Overtime – 10

STREETS & SIDEWALKS

1) no activity other than general maintenance

Hours for the month

Major Preservation – 65 Local Preservation – 84

Major winter Maint. – Local winter Maint. –

Streets (not act 51) – 114 Sidewalks – 3

Vacation hours – 67 Sick time – 24

Respectfully Submitted,

Todd Hackenberg
Superintendent of Public Works

WATER/SEWER OPERATIONS REPORT

August 2022

- 1) 13,222,000 Gallons of water were pumped during the month compared to 14,683,000 in 2021.
- 2) The average daily usage was 426,516 gallons.
- 3) Routine sampling was done with all samples being non detect.

Total hours for the month Water – 68 Overtime – 8
 Sewer – 174 Overtime – 18

Respectfully submitted,

Todd Hackenberg
Superintendent of Public Works

Village of Lawton WWTP
Operational report

Wastewater Treatment

- In August a total of 2.8 million gallons of treated wastewater was discharged into the tributary to the South Branch of the Paw Paw River. The daily effluent flows averaged 89,000 gallons per day, which is approximately 36% of the hydraulic capacity of the plant.

Regulatory Matters

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

Land Application Program

3500 gallons of activated sludge was pumped over to the sludge storage tank.

LAWTON POLICE DEPARTMENT – COUNCIL REPORT

AUGUST 2022

Calls for Service/Complaints-----90

Ordinance complaints-----1

 Blight **(1)** Zoning **(0)** Misc. **(0)**

Traffic stops-----25

 Citations issued **(6)** Verbal warnings **(24)**

Arrests-----2

Accidents-----0

Parking citations-----0

HOURS WORKED: Scheduled (Full-time) 532

 Scheduled (Part-time) 0

 Overtime hours 16

 Vacation hours 168

 Sick leave hours 0

COMMUNITY POLICING:

Officers made **(59)** field contacts and **(24)** business contacts.

Chief Mack participated in the Public Safety Professional Night held at the Paw Paw Walmart.

NOTABLE INCIDENTS:

Officer Edwards investigated a larceny from vehicle complaint on S. Railroad St. A significant amount of money was taken from within the vehicle. The vehicle was unlocked and it appears to have been a crime of opportunity. Please remember to lock your vehicles.

Lawton officers have taken three separated B&E complaints at the old Eaton building. The three incidents are believed to be related and committed by the same unknown individual. The Lawton PD is continuing to investigate. Anyone with information is asked to contact the Lawton Police Department.

Officer Largen observed a vehicle driving erratically and the driver throw an object out the window. Officer Largen stopped the vehicle and contacted the driver. Officer Largen initiated an Operating while intoxicated (OWI) investigation and the driver was ultimately arrested. The driver refused to take a breath test and a search warrant for a blood sample was obtained. The driver was lodged at the VBC jail.

ADDITIONAL:

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

9.08 hours – Main St.

8.67 hours – All other areas within the Village

Total hours – 17.75

LPD had 15 (Assist other agency calls): 1 medical/ambulance call in the Village and 2 in Antwerp Twp., 2 assist calls in Porter Twp., 0 in Antwerp Twp., 4 to Paw Paw PD, 4 within the Village and 2 assists to the Lawton Fire Department.

Respectfully,

Chief Jeffrey Mack

Van Buren County File Class / Section Report

Number	Sub-Beat	Date	Offense	Location	Incident Code-Type	Officer
22-0671	LAWTON-1	08/24/2022	BLIGHT ORDINANCE 93.01 Blight Ordinance 93.01	426 Main Street	- Junk Autos (2)	Mack, J. Removed
Total:	1					

Circulation Report for July 2022

We had 945 visitors and checked out a total of in 2,460 materials.

Adult Fiction	415
Audio Books	13
Children Easy Books	1,164
Junior Fiction	343
Junior Non-Fiction	34
Large Print	262
Non-fiction	46
Periodicals	24
Videos	91
Young Adult fiction	69
Total	2,460

Computer Usage	42 uses
Michigan total checkouts	20,393
Michigan total holds	7,808
Michigan total users	4,535
New Items Processed	79
Our Mel Items Received	95
Our Mel Items Sent	91
Overdrive downloads	236
Southwest MI Overdrive holds	115

Lawton Website visited, 3,168 last 30 days

Facebook visited 3,994 last 30 days

Knitters: 23

Story time: 0

Book club: 11

Mystery Club: 7

Craft Night: 8

Programs: Clark Lewis 73 patrons

John Ball Zoo 100 patrons

95 Kids registered

26 Teens registered

50 Adults registered

Weekly Winners:

Adults: A. Breseman, J. Young, K. Baker, M. Vette, 91 participated for month.

Teens: O. Zappia, N. Haley, C. St. Clair, D. Deboer, 83 participated for month.

July Guess How Many: Frogs - 53 Guesses, 5 winners, W. Deboer, A. Heine, C. Peters, L. Guillean, L. Guillean.

Respectfully Submitted,

Lyn Tone, Director

2022 Summer Reading Stats

Registered Children ages 0-5th grade – 97

Completed program reading logs – 75

Stickers given for each time in library – 440

Child with most stickers E. Munson – 18

M. Goss – 13

Most checked out items by family from June – August

199 items – Adams Family.

New Library members from June – August – 75

Adult reading program –

50 Adults registered- 203 total books read

Adult who read the most, M. Glisson – 25 books read

Teen reading program –

27 Teens registered – 204 total books read

Teen who read the most, A. Walls – 91 books read

Total attendance for programs - 455 patrons.