

VILLAGE *of* LAWTON
VILLAGE COUNCIL MEETING
125 S. MAIN STREET, LAWTON, MI 49065
TUESDAY, NOVEMBER 8, 2022 – 7:00 P.M.

please silence cell phones

AGENDA

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. CONSENT AGENDA**
 - A.** Approval of the November 8, 2022 Council Agenda
 - B.** Approval of the October 25, 2022 Council Meeting Minutes
 - C.** Approval of October 2022 Disbursements in the amount of \$114,405.95
- 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.** **Invoice from Peerless Midwest** for the amount of \$33,333.00 for well #9 pump repairs and cleaning.....Staff Recommends Approval
 - B.** **Resolution 20-22:** Lawton Athletic Boosters requests an approval of a Charitable Gaming License Application for Blue Devil Dash Bash on March 18, 2023.....Staff Recommends Approval

- C. **Christmas Parade Request:** Request from the Lawton Lions Club to hold the annual Lions Lighted Christmas Parade on Friday December 9, 2022 at 7:00pm.....Staff Recommends Approval
- D. **Investment Policy Update**.....Staff Recommends Approval
- E. **Resolution 21-22:** Resolution to approve the Michigan Class Investment Pool as an authorized Investment institution and authorizes the Treasurer to complete the necessary paperwork to enroll the Village with the pool.....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 – *November 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 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.org.



**Village of Lawton
VILLAGE COUNCIL
SPECIAL MEETING
125 S. MAIN, LAWTON MI 49065 269.624.6407
Thursday, October 25, 2022
MINUTES**

- I. **Call to Order:** President Appleby called the October 25, 2022, meeting of the Lawton Village Council to order at 7:00 p.m.
- II. **Attendance:** Present: Appleby, G. Dudek, E. Dudek, Smith, Tanis, Turner, Peterson, Village Manager Imus, and Superintendent Hackenberg
- III. **Communications, Correspondence, and Presentations:**
 - A. **Village Tour via STAR Transportation Bus:** Council toured the following locations, was given an update on current conditions and upcoming projects. Council members asked questions on each location, and future needs were discussed.
 - i. Chancy Lewis Park
 - ii. Oak Grove Cemetery
 - iii. Point Way
 - iv. 66th & M-40
 - v. Baseball Fields
 - vi. Old Wastewater Ponds via 72nd
 - vii. WWTP
 - viii. DPW
- IV. **Council Comments:** None.
- V. **Adjournment:** Smith motioned, and E. Dudek seconded to adjourn at 7:30 pm.

Respectfully Submitted by,

Lisa Imus
Village Manager

11/02/2022

CHECK REGISTER FOR VILLAGE OF LAW
CHECK DATE FROM 10/01/2022 - 10/31/2022

Check Date	Bank	Check	App Vendor
Bank GEN GENERAL CHECKING			
10/18/2022	GEN	5910	AP 155
10/18/2022	GEN	5911	AP 104
10/18/2022	GEN	5912	AP 104
10/18/2022	GEN	5913	AP MISC
10/18/2022	GEN	5914	AP 056
10/18/2022	GEN	5915	AP 101
10/18/2022	GEN	5916	AP 964
10/18/2022	GEN	5917	AP MISC
10/18/2022	GEN	5918	AP 767
10/18/2022	GEN	5919	AP 264
10/18/2022	GEN	5920	AP 079
10/18/2022	GEN	5921	AP 320
10/18/2022	GEN	5922	AP 227
10/19/2022	GEN	5923	AP
10/24/2022	GEN	5925	AP MISC
10/24/2022	GEN	5926	AP MISC
10/24/2022	GEN	5927	AP MISC
10/24/2022	GEN	5928	AP 1084
10/24/2022	GEN	5929	AP MISC
10/26/2022	GEN	5930	AP 030
10/26/2022	GEN	5931	AP 155
10/26/2022	GEN	5932	AP 893
10/26/2022	GEN	5933	AP 056
10/26/2022	GEN	5934	AP 964
10/26/2022	GEN	5935	AP 026
10/26/2022	GEN	5936	AP MISC
10/26/2022	GEN	5937	AP MISC
10/26/2022	GEN	5938	AP 1069
10/26/2022	GEN	5939	AP 1004
10/26/2022	GEN	5940	AP 1077
10/26/2022	GEN	5941	AP 089
10/26/2022	GEN	5942	AP 930
10/26/2022	GEN	5943	AP 017
10/26/2022	GEN	5944	AP 1013
10/26/2022	GEN	5945	AP 758
10/26/2022	GEN	5946	AP 453
10/26/2022	GEN	5947	AP MISC
10/26/2022	GEN	5948	AP 145
10/26/2022	GEN	5949	AP MISC
10/26/2022	GEN	5950	AP 172
10/26/2022	GEN	5951	AP 1024

10/26/2022	GEN	5952	AP 1034
10/26/2022	GEN	5953	AP 110
10/26/2022	GEN	5954	AP MISC
10/26/2022	GEN	5955	AP 493
10/26/2022	GEN	5956	AP 493
10/26/2022	GEN	5957	AP MISC
10/26/2022	GEN	5958	AP 083
10/26/2022	GEN	5959	AP 047
10/14/2022	GEN		PR
10/28/2022	GEN		PR

Total of 48 Checks:

(3 Checks Voided)

Total of 95 Disbursements:

/TON

2

Vendor Name	Description
APPLIED IMAGING BAKER & TAYLOR, INC. VOID	LIBRARY COPIER CONTRACT NO CN3599-01 - A BOOKS
BLOOMFIELD TOWNSHIP PUBLIC LIBRARY BLOOMINGDALE COMMUNICATIONS CENGAGE LEARNING. CLARK TECHNICAL SERVICES VOID	DAMAGED BOOK PHONE LIBRARY SEPTEMBER THRILLER, ADVENTRUE AND SUSPEN LPL 2022 SUPPORT ATTORNEY FEES
OVERDRIVE, INC PETTY CASH LAWTON PUBLIC LIBRARY QUILL CORPORATION SYNCB/AMAZON THE LIBRARY NETWORK VOID	LIBRARY PARTICIPATION - FUTURE CONTENT P KAREN DIONNE - BOOK PURCHASE PAPER, PLANNER, PACKING TAPE, SWIFFER RE BOOKS DEEPFREEZE ENTERPRISE LICENSE RENEWAL X8
CLARKSTON INDEPENDENCE DISTRICT LIB DONNA DLUGE FOSTER SWIFT COLLINS & SMITH P.C. THREATTRACK SECURITY INC. VAN BUREN COUNTY TITLE ADAMS HARDWARE APPLIED IMAGING BEN W. JOHNSON BLOOMINGDALE COMMUNICATIONS CLARK TECHNICAL SERVICES CONSUMERS ENERGY DAVID M. PETERSON DETROIT SALT COMPANY DICKINSON WRIGHT PLLC FERGUSON WATERWORKS #3386 FLUID POWER ENGINEERING, INC HAAS SYSTEMS, INC. HS FLEET SERVICES LLC INDIANA MICHIGAN POWER CO. JEFFREY MACK MANNING ENTERPRISES, INC MENARDS MICHIGAN AGRIBUSINESS SOLUTIONS MICHIGAN RURAL WATER ASSOC. MY SPLASH PAD PEERLESS MIDWEST, INC. PREMIER SAFETY	REAL STEEL DVD DONUTS: GOLF CART PARADE DDA ATTORNEY FEES VIPRE ENDPOINT SECURITY SUBSCRIPTION 119 N MAIN ST TITLE CHARGES AND ESCROW C CONSOLIDATED BILL CONTRACT NO CN5174-01 FOR ACCT NO KZ1828 SEPTEMBER 2022 CLEANING X4 TELEPHONE FOR ACCT NO 0032515-9 VOL 2022 SUPPORT HEAT FOR ADDRESS 125 MAIN ST ACCT NO 100 ATTORNEY FEES ROCK SALT ECONOMIC DEVELOPMENT PROJECT MATERIALS SUCTION HOSE QUARTLY ALARM MONITORING PER AGREEMENT W MAINTENANCE ON VEHICLE 2020 FORD ELECTRIC - STREET LIGHTING EXTERNAL HARDDRIVE BUCKET FOR BOBCAT TOP RAIL FECAL COLIFORM AND METALS TESTING TIM BROOKS - AERIAL BUCKET TRUCK SAFETY WINTERIZING OF SPLASH PAD WELL #4 - SUPPLY AND INSTALL NEW 6" WAFE DEMAN FLOW REGULATOR

PRIORITY HEALTH
PURITY CYLINDER GASES, INC.
QUALITY AIR SERVICE, INC
VAN BUREN COUNTY
VAN BUREN COUNTY
VAN BUREN PUBLIC TRANSIT
VILLAGE OF PAW PAW
WIGHTMAN

INSURANCE GROUP ID 794824
GAS, ACETYLENE
LABOR, MILEAGE, MSA SMOKE TUBE
VERIZON AIRCARD - FEB
VERIZON AIRCARD - AUG - SEP
VILLAGE OF LAWTON TOUR
WATER LAB ANALYSIS
PROJECT - 224009 GENERAL ENGINEERING

Amount

122.62
735.87
0.00 V
24.00
162.70
218.37
60.00
0.00 V
2,000.00
19.00
110.26
178.14
39.20
0.00 V
17.00
48.00
855.00
427.00
901.30
659.60
200.05
475.00
334.86
566.25
100.04
360.00
6,486.67
1,100.00
712.60
15.68
96.00
236.40
1,918.60
148.39
218.00
116.34
1,000.00
205.00
1,050.00
10,800.00
218.38

9,763.55

87.88

297.50

80.26

80.38

150.00

330.00

93.75

31,854.12

38,576.19

114,405.95

0.00

114,405.95



INVOICE

New Remit to Address:

55860 Russell Industrial Pkwy.
Mishawaka, IN 46545

Bill To:

Village of Lawton
Attn: Accounts Payable
P.O. Box 367
Lawton, MI 49065
clerk@lawtonmi.gov
leonardm@lawtonmi.gov
hackenberg@lawtonmi.gov

P: 574-254-9050 / F: 574-254-9650

DATE: October 19, 2022

Invoice # 69253

PO # Verbal: Todd

PM: ALG

PN: 57050

FN: 19879

CN: 17011

Tax Exempt: Yes / Pol. Sub.

Ship To:

WELL # 9 PUMP REPAIRS & CLEANING

Services Rendered in July and August, 2022

Pricing per our Quotation ALG-042522 (Revised July 6)

Crew to pull the pump, bring to shop, and teardown:	\$2,170.00
Normal wearing parts: new bearings, sleeves, couplings, and 100 Hp motor repair:	\$9,028.00
All new 8" column assembly:	\$6,735.00
Shop labor and machinist time to repair:	\$6,440.00
Crew to reinstall pump in the well:	\$2,240.00
Well cleaning @ \$2,240.00 per day x 3 days:	\$6,720.00

TOTAL \$ 33,333.00

OUR PAYMENT TERMS ARE NET 30
THANK YOU FOR YOUR BUSINESS!
Federal ID # 35-1284374



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____,
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____.
APPROVAL/DISAPPROVAL

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)

Lion Vicki Mroczek

Phone Cell: 269-921-8856

Email: vlm6224@gmail.com

I would like to ask the village counsel to schedule the Christmas in the Village Parade on Fri. Dec. 9th., The second Friday in December, to begin at 7:00 pm. We plan on using the Library for Santa visits and crafts after the Christmas parade. We would also ask for the use of the fire hall for refreshments as we have in the past. Lawton Lions would like to invite the public to join us in Christmas caroling on Tues. Dec. 13th. gathering at the Community Center at 6:00 pm

Thank you,

Lion, Vicki Mroczek

**VILLAGE OF LAWTON
VAN BUREN COUNTY, MICHIGAN
INVESTMENT POLICY**

1.0 PURPOSE

It is the policy of the Village of Lawton to invest public funds in a manner which will provide the highest investment return with the maximum security, while meeting the daily cash flow demands of the village and conforming to all state statutes and local ordinances governing the investment of public funds.

2.0 SCOPE

This investment policy applies to all transactions involving the financial assets and related activity of the Village of Lawton, except for its employee deferred compensation funds, which are organized and administered separately. These funds are accounted for in the annual financial report and include the following funds:

- General Fund Special Revenue Funds
- Capital Project Funds
- Enterprise Funds (Water/Sewer Funds)
- Debt Service Funds
- Special Assessment Funds
- Internal Service Funds
- Trust & Agency Funds
- Any new funds established by the Village of Lawton

3.0 OBJECTIVES

Funds of the Village of Lawton will be invested in accordance with Michigan Public Act 20 of the Public Acts of 1943, as amended, and in accordance with the following objectives, in order of priority:

- 3.1 Safety – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.
- 3.2 Diversification - The investments shall be diversified by specific maturity dates, individual financial institution(s) or a specific class of securities in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- 3.3 Liquidity – The investment portfolio will remain sufficiently liquid to meet all operating requirements which might be reasonable anticipated.

- 3.4 Return on Investment – The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and cash flow characteristics of the portfolio.

4.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from the General Law Village Act. Management responsibility for the investment program is hereby delegated by the Lawton Village Council to the Village Manager and Village Treasurer, who shall establish procedures and internal controls for the operation of the investment program, consistent with the investment policy.

No person may engage in investment transactions except as provided under the terms of this policy and the procedures established by the Village Manager and Village Treasurer, who shall be responsible for all transactions undertaken and who shall establish a system of controls to regulate the activities of subordinate officials.

5.0 AUTHORIZED INSTRUMENTS

In accordance with Public Act 20 of the Public Acts of 1943 MCL 129.91, as amended, the surplus funds of the Village of Lawton may be invested as follows:

- (a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
- (b) Certificates of deposit, savings accounts, deposit accounts, or depository receipts of a financial institution, but only if the financial institution is eligible to be a depository of funds belonging to the state under a law or rule of this state or the United States.
- (c) Commercial paper rated at the time of purchase within the highest classification established by not less than two standard rating services and that matures not more than 270 days after the date of purchase.
- (d) Repurchase agreements consisting of instruments listed in subdivision (a) above. Repurchase agreements shall be negotiated only with dealers or financial institutions with which the Village of Lawton has negotiated a Master Repurchase Agreement. Repurchase Agreements must be signed with the bank or dealer and must contain provisions comparable to those outlined in the Public Security Association's model Master Repurchase Agreement.
- (e) Bankers' acceptances of United States banks.

- (f) Mutual funds registered under the investment company act of 1940, maintain a \$1.00 per share net asset value, and with authority to purchase only investment vehicles that are legal for direct investment by a public corporation.
- (g) Investment pools organized under the surplus funds' investment pool act, 1982 PA 367, 129.11 to 129.118.
- (h) Investment pools organized under the local government investment pool act, 1985 PA 121, MCL 129.141 to 129.50.

6.0 SAFEKEEPING AND CUSTODY

All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the Village of Lawton shall be on a cash or delivery vs. payment basis. Securities may be held by a third-party custodian designated by Village Manager and evidenced by safekeeping receipts as determined by the Village Treasurer.

7.0 PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived.

8.0 REPORTING

The Treasurer shall provide quarterly (or more often) written investment reports to the Village Council which provide a clear picture of the status of the current investment portfolio. In addition, the Treasurer shall, as required by law, present an annual written report to the Village Council.

9.0 CONFLICT OF INTEREST AND ETHICS

Officials and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and Council Members shall disclose to the Treasurer, and the Treasurer shall disclose to the Council, any material financial interest in financial institutions that conduct business with the Village. And further, the Board, Employees, and the Treasurer shall disclose any material financial investment position related to the performance of the Village's portfolio.

10.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

A list will be maintained of financial institutions authorized to provide investment services to the Village of Lawton. In addition, a list will also be maintained of approved security broker/dealers

selected by credit worthiness who are authorized to provide investment services to the Village of Lawton.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must first be provided with a copy of the City's Investment Policy and return to the City a signed copy of the agreement to comply (see Appendix A).

Adoption and Review

The Village's investment policy shall be adopted by the Village Council. The policy shall be reviewed annually by the Treasurer and any modifications must be approved by the Village Council.

9.0 EFFECTIVE DATE

This policy update initially became effective on December 9, 1998, the day following adoption by the Lawton Village Council.

This policy was amended by the Lawton Village Council on February 9, 1999 with the addition of Articles g & h, Section 5.0, Authorized Instruments, and again on November 8, 2022.

**VILLAGE OF LAWTON
VAN BUREN COUNTY, MICHIGAN
INVESTMENT POLICY**

Appendix A

**ACKNOWLEDGEMENT OF RECEIPT OF INVESTMENT POLICY AND
AGREEMENT TO COMPLY**

By: _____

Title: _____

Date: _____

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

RESOLUTION NO. 21-2022

**RESOLUTION TO APPROVE THE ADDITION OF MICHIGAN COOPERATIVE LIQUID
ASSETS SECURITIES SYSTEM AS AN APPROVED INVESTMENT OPTION**

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 November 2022 at 7:00 p.m.

PRESENT:

ABSENT:.

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

RESOLUTION

WHEREAS, the Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is compliant with Public Act 20, and;

WHEREAS, the Michigan CLASS Board of Trustees oversees the pool and directs the pool administrator, Public Trust Advisors, to emphasize safety, liquidity, and convenience while providing diversification of investments and the advantage of a competitive return, and;

WHEREAS, Michigan CLASS investments are fully compliant with all appropriate Michigan investment laws, and;

WHEREAS, Michigan CLASS has over 500 funded participants ranging from the very large to the very small, with nearly \$2.2 billion in shares outstanding, and;

WHEREAS, this investment has no restrictions regarding withdrawals or contributions, affording the village the ability to use Michigan CLASS as it best suits our individual needs.

NOW THEREFORE BE IT HEREBY RESOLVED that the Village of Lawton approves the Michigan Class Investment Pool as an authorized Investment institution and authorizes the Treasurer to complete the necessary paperwork to enroll in the pool.

THIS RESOLUTION is hereby approved by roll call vote:

YEAS: Council Members

NAYS: Council Members

ABSTAIN: Council Members

ABSENT: Council Members

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, November 8, 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

SPECIAL TRUNKLINE
FEDERAL AID PROGRESS PAYMENT
TE AND ADDED WORK

DA
Control Section ST 80111;
GF19 80111; TAU 80111
Job Number 200641CON; 200641PE;
213171CON
Federal Project 22A1005; 22A1034
Contract 22-5219

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the VILLAGE OF LAWTON, a Michigan municipal corporation, hereinafter referred to as the "VILLAGE"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the VILLAGE.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning roadway rehabilitation work along Highway M-40 from 72nd Avenue to Lagrave Street; and

WHEREAS, the VILLAGE has requested additional work in connection with a portion of the DEPARTMENT'S construction, which additional work in conjunction with the DEPARTMENT'S construction is hereinafter referred to as the "PROJECT" and is further described as follows:

PART A – J.N. 200641 FEDERAL, STATE & VILLAGE PARTICIPATION

Storm sewer work along Union Street from Walker Street to the Highway M-40 right of way, including excavation, aggregate base, erosion control, drainage structure, hot mix asphalt paving, and sewer video taping work; together with necessary related work, located within the corporate limits of the VILLAGE; and

PART B – J.N. 200641 100% VILLAGE PARTICIPATION

Watermain, sanitary sewer, and streetscaping work along Highway M-40 from Morrill Street to approximately 300 feet north of White Oak Street, including concrete curb and gutter, video taping sewer, drainage structure, hot mix asphalt paving, sidewalk, decorative concrete surface, tree and plant installation, planter pot installation, bench installation, bike rack installation, decorative street lighting, turf establishment, irrigation system installation, permanent pavement marking, fire hydrant, and gate valve and box installation work; together with necessary related work, located within the corporate limits of the VILLAGE; and

PART C – J.N. 213171 FEDERAL AND VILLAGE PARTICIPATION

Sidewalk and decorative street lighting, along Highway M-40 from Fourth Street to East First Street; together with necessary related work, located within the corporate limits of the VILLAGE; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

PART A:	\$ 863,300
PART B:	\$1,769,000
PART C:	<u>\$ 418,800</u>
TOTAL:	\$3,051,100

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The VILLAGE hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract.

The term "PROJECT COST" for the PARTS A and B portions of the PROJECT, as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above.

The term "PROJECT COST" for the PART C portion of the PROJECT, as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) adopted new Administrative Rules (R 325.10101, et. seq.) prohibiting any governmental agency from connecting any "lead service line" (R.325.10105(r)) to newly installed water main pipes. According to EGLE, all "lead service line(s)" must be replaced from the road into the house/building that water is being supplied to. The cost associated with water main "lead service line" replacement work, as mandated by State Law, will be the responsibility of the VILLAGE. Any and all contractor claims related to "lead service line" replacement work will be the responsibility of the VILLAGE.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such

cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The VILLAGE shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The VILLAGE shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the VILLAGE. That portion of the PROJECT which lies within the right of way under the control or ownership by the VILLAGE shall become part of the VILLAGE facility upon completion and acceptance of the PROJECT and shall be maintained by the VILLAGE in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of VILLAGE right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

6. The VILLAGE will approve the design of the PROJECT and shall accept full responsibility for the design with respect to the facilities functioning as a part of the VILLAGE'S facilities. Any approvals by the DEPARTMENT are for its own purposes and are not to nor do they relieve the VILLAGE of liability for any claims, causes of action or judgments arising out of the design of the facilities.

7. The PART A and C portions of the PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PART A, B, and C portions of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the DEPARTMENT and the VILLAGE in the following proportions and in the manner and at the times hereinafter set forth:

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>
DEPARTMENT -	8%	0%	0%
VILLAGE -	92%	100%	100%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED <u>COST</u>	FED <u>AID</u>	BALANCE AFTER <u>FED AID</u>	DEPT'S <u>SHARE</u>	VILLAGE'S <u>SHARE</u>
PART A	\$ 863,300	\$706,600	\$ 156,700	\$12,500	\$ 144,200
PART B	\$1,769,000	\$ 0	\$1,769,000	\$ 0	\$1,769,000
PART C	<u>\$ 418,800</u>	<u>\$236,700</u>	<u>\$ 182,100</u>	<u>\$ 0</u>	<u>\$ 182,100</u>
TOTAL	\$3,051,100	\$943,300	\$2,107,800	\$12,500	\$2,095,300

The PE costs for the PARTS A and B portions of the PROJECT COST will be apportioned in the same ratio as the actual construction award and the CE costs for the PARTS A, B, and C portions of the PROJECT COST will be apportioned in the same ratio as the actual direct construction costs.

8. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the VILLAGE on a monthly basis for the VILLAGE'S share of the cost of work performed to date, less all payments previously made by the VILLAGE not including payments made for a working capital deposit. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the VILLAGE.

The VILLAGE will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT as working capital and applied toward the end of the project for the contracted work and cost incurred by the DEPARTMENT in connection with the PROJECT:

DEPOSIT PART B - \$150,000

The total deposit will be billed to the VILLAGE by the DEPARTMENT and shall be paid by the VILLAGE within 30 days after receipt of bill.

9. Pursuant to the authority granted by law, the VILLAGE hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the VILLAGE shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the VILLAGE of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the VILLAGE from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the VILLAGE with payment thereof, and to notify the VILLAGE in writing of such fact.

10. Upon completion of the PROJECT and the sidewalk constructed along Highway M-40 from White Oak Street approximately 200 feet north of West Second Street, the VILLAGE

shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the VILLAGE shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction at no cost to the DEPARTMENT. The maintenance for the decorative street lighting work shall include, but not be limited to replacement of lights and poles, as needed. All expenses for electrical service and maintenance of the PROJECT shall be the responsibility of the VILLAGE.

11. With respect to that portion of the PROJECT under the jurisdiction of the VILLAGE:

- A. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the VILLAGE. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the VILLAGE of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability control or jurisdiction.
- B. The providing of recommendations or advice by the DEPARTMENT does not relieve the VILLAGE of its exclusive jurisdiction of any VILLAGE highway and responsibility under MCL 691.1402 et seq., as amended.
- C. When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.
- D. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any VILLAGE highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended rests with the VILLAGE

12. If at any time in the future, the pavement for parking is required for trunkline purposes, the DEPARTMENT shall take over and use such pavement without replacement of the facility or reimbursement to the VILLAGE.

13. The VILLAGE, in conformance with Federal Aid Policy Guide (FAPG) Chapter I, Subchapter G, Part 630, Subpart C: Project Agreements, stipulates the following with respect to its specific jurisdiction of the PROJECT:

- A. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Action, as amended.
- B. That it agrees to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
- C. That as a condition of Federal aid pursuant to this contract the VILLAGE shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under, or to benefit from this contract, is under consideration to be listed on the EPA List of Violating Facilities.

14. Failure of the VILLAGE to fulfill its responsibilities as outlined herein may disqualify the VILLAGE from future Federal-Aid participation in projects on roads or streets for which it has maintenance responsibility. Federal-aid may be withheld until such time as deficiencies in regulations have been corrected and the improvements constructed as the PROJECT are brought to a condition of maintenance satisfactory to the DEPARTMENT and the FHWA.

15. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

17. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the VILLAGE and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the VILLAGE, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

VILLAGE OF LAWTON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

After thirty (30) days of employment, full-time employees, their spouses and their eligible dependent children under twenty-six years of age are eligible for health insurance coverage under a Priority Health HSA HMO Tiered Network or a substantially similar plan. Employees shall be required to contribute twenty percent (20%) of the monthly premium while receiving healthcare benefits.

An employee on two person or family coverage may elect to opt out of this coverage, providing he or she produces proof of other health insurance coverage to the Village. Employees making this election will receive a monthly gross amount of three hundred thirty-three and 33/100 dollars (\$333.33)

A Health Savings Account (HSA) will also be made available to employees. The Employer shall contribute the plan's deductible amount to the HSA each year.

WATER/SEWER OPERATIONS REPORT

October 2022

- 1) 49,425,000 Gallons of water were pumped during the month compared to 29,498,000 in 2021.
- 2) The average daily usage was 1,594,354 gallons.
- 3) Routine sampling was done with all samples being non detect.
- 4) We had The Sludge tank pumped out by our contractor this month.

Total hours for the month Water – 74 Overtime – 8
 Sewer – 227 Overtime – 18

Respectfully submitted,

Todd Hackenberg
Superintendent of Public Works

Village of Lawton WWTP Operational report

Wastewater Treatment

- In October a total of 2.11 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 28% of the hydraulic capacity of the plant.

Regulatory Matters

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

Land Application Program

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

PUBLIC SERVICES REPORT

October 2022

CEMETERY

1) We had 6 interments in the month of October

Hours for the month – 181 Overtime – 0

MOTORPOOL

1) General maintenance was performed on trucks and leaf equipment

2. the dump truck has been repaired

Hours for the Month – 94 Overtime – 0

BUILDINGS & GROUNDS

1) No activity other than general maintenance

Hours for the month – 9 Overtime – 0

CIVIC ACTIVITIES

1) No work was performed this month

Hours for the month - 0

PARKS

1) General maintenance and leaf cleanup was performed.

Hours for the month – 43 Overtime – 8

STREETS & SIDEWALKS

1) no activity other than general maintenance

Hours for the month

Major Preservation – 34 Local Preservation – 33

Major winter Maint. – Local winter Maint. –

Streets (not act 51) – 222 Sidewalks –

Vacation hours – 40 Sick time – 40

Respectfully Submitted,

Todd Hackenberg
Superintendent of Public Works

LAWTON POLICE DEPARTMENT – COUNCIL REPORT

OCTOBER 2022

Calls for Service/Complaints-----**127**

Ordinance complaints-----**5**

 Blight **(2)** Zoning **(0)** Misc. **(3)**

Traffic stops-----**41**

 Citations issued **(11)** Verbal warnings **(30)**

Arrests-----**6**

Accidents-----**4**

Parking citations-----**0**

HOURS WORKED: Scheduled (Full-time) 676

 Scheduled (Part-time) 0

 Overtime hours 26.5

 Vacation hours 8

 Sick leave hours 12

COMMUNITY POLICING:

Officers made **(87)** field contacts and **(23)** business contacts.

LPD officer attended multiple Lawton H.S. sporting events (many stickers to kids)

Officer Edwards and Chief Mack participated in the Fall Escapade Parade.

Chief Mack participated in the Spooktacular / Trunk or Treat event at the Lawton Elementary School as well as on Halloween night.

NOTABLE INCIDENTS:

Officer Hitchcock investigated a Retail Fraud complaint at the Dollar General. The suspect was identified and interviewed. Charges were authorized and a warrant issued. Officer Edwards later observed the suspect driving and arrested him on the warrant.

Officer Edwards assisted VBC with searching for a domestic assault suspect that was possibly in Lawton. Officer Edwards located the suspect and he was arrested on probable cause for the assault. During the arrest, a consent search of the suspect's vehicle was done and suspected drugs and ammunition were located. The drugs tested positive as meth. The suspect was also arrested for possession of meth and being a felon in possession of ammunition.

While running stationary radar, Officer Edwards observed a vehicle traveling at 79 MPH in a posted 45 MPH zone on 72nd Ave. The vehicle was stopped and the driver was found to have a suspended license. The driver was issued citations for driving on his suspended license and for careless driving, due to his excessive speed.

ADDITIONAL:

For the month of October, 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:

19.91 hours – Main St.

10.58 hours – All other areas within the Village

Total hours – 30.49

LPD had 25 (Assist other agency calls): 12 medical/ambulance calls in the Village, 1 medical/ambulance call in Antwerp Twp., 5 assist calls in Porter Twp., 3 in Antwerp Twp., 3 to Paw Paw PD, and 1 assist to APS in the Village.

Respectfully,

Chief Jeffrey Mack

Van Buren County File Class / Section Report

Number	Sub-Beat	Date	Offense	Location	Incident Code-Type	Officer
22-0862	LAWTON-1	10/07/2022	BLIGHT ORDINANCE 93.01 Blight Ordinance 93.01	1020 Main Street	- Junk Auto	Mack, J. Open
22-0899	LAWTON-1	10/14/2022	BLIGHT ORDINANCE 93.01 Blight Ordinance 93.01	517 Second Street	-Mattress at curb	Hitchcock, S. Removed
Total:	2					

Circulation Report for September 2022

We had 571 visitors and checked out a total of in 1,540 materials.

Adult Fiction	304
Audio Books	19
Children Easy Books	773
Junior Fiction	203
Junior Non-Fiction	18
Large Print	110
Non-fiction	19
Periodicals	12
Videos	57
Young Adult fiction	40
VOX Books	2
Total	1,540

Computer Usage	35 uses
Michigan total checkouts	20,410
Michigan total holds	9,343
Michigan total users	5,597
New Items Processed	131
Our Mel Items Received	110
Our Mel Items Sent	98
Overdrive downloads	240
Southwest MI Overdrive holds	115

Lawton Website visited 2,548 last 30 days

Facebook visited 4,152 last 30 days

Knitters: 25

Story time: 18

Book club: 14

Mystery Club: 9

Craft Night: 0

September Guess how many – Bugs – 53 guesses – 4 winners.

Respectfully Submitted, Lyn Tone, Director