

**VILLAGE of LAWTON**  
**VILLAGE COUNCIL MEETING**  
**125 S. MAIN STREET, LAWTON, MI 49065**  
**TUESDAY, July 11, 2023 – 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 July 11, 2023 Council Agenda
- B. Approval of the June 13, 2023 Council Meeting Minutes
- C. Approval of June 2023 Disbursements in the amount of \$130,055.44

**V. COMMUNICATIONS / CORRESPONDENCE / PRESENTATIONS**

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

**VII. PUBLIC HEARINGS / APPOINTMENTS / PROCLAMATIONS**

- A. Set Zoning Board of Appeals Public Hearing for Sign Variance at 114 N. Main for Longship Brewing Company.

**VIII. OLD BUSINESS**

**IX. NEW BUSINESS**

- A. Consider Award of Crack Sealing for basketball courts and parking lot to Asphalt Restoration Inc, to be funded by the MDNR Passport Grant in the amount of \$4,777.52.....Staff Recommends Approval
- B. Consider Award of Park Camera System for Chauncy Lewis Park to Lock Master Security, through a budget amendment in the amount of \$6,945.00.....Staff Recommends Approval
- C. Consider Award of Park Restroom Timer System for Chauncy Lewis Park to Lock Master Security, through a budget amendment in the amount of \$2,150.00.....Staff Recommends Approval

- D. Consider Award of Oak Grove Cemetery Survey and Site Planning Contract to Wightman in the amount of \$20,000.00.....Staff Recommends Approval
- E. Consider Award of Cemetery Software to BS&A through a budget amendment in the amount of \$4,220.00.....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. Fire Department – Eric Dudek
- H. Lawton Library Board – Brittany Rathbun

**XI. COUNCIL COMMENTS**

**XII. ADJOURNMENT - NEXT REGULAR MEETING DATE – *August 8, 2023***

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](mailto: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](mailto:imusl@lawtonmi.org).

Posted July 6, 2023 for the VILLAGE OF LAWTON in VAN BUREN COUNTY, MICHIGAN [www.lawtonmi.org](http://www.lawtonmi.org)  
269.624.6407



## LAWTON VILLAGE COUNCIL

Regular Meeting Minutes – Tuesday June 13, 2023, at 7:00 p.m.

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

WWW.LawtonMI.ORG 269.624.6407

### MINUTES

- I. **Call to Order:** President Appleby called the June 13, 2023, meeting of the Lawton Village Council to order at 7:00 p.m.
- II. **ROLL CALL** *Present:* Appleby, E. Dudek, Peterson, G. Dudek, Smith, Turner *Absent:* Tanis. *Others Present:* Village Manager Imus, DPW Director Hackenberg, Police Chief Mack, and ten guests.
- III. **Pledge of Allegiance:** The Pledge of Allegiance was recited.
- IV. **Consent Agenda:** The Consent Agenda included the approval of the June 13 Council Agenda, the May 9<sup>th</sup>, 2023 Council Meeting Minutes, and approval of the May 2023 disbursements in the amount of \$145,523.06. Peterson made a motion to approve the Consent Agenda supported by Turner. A unanimous roll call vote approved the motion.
- V. **COMMUNICATIONS / CORRESPONDENCE / PRESENTATIONS** – President Appleby reported that he had received an email from Librarian Tone, thanking the Police, Fire and DPW Departments for assisting with the Summer Reading Program. The Library signed up 34 kids in under an hour thanks to their assistance.
- VI. **CITIZENS' COMMENTS** – None.
- VII. **PUBLIC HEARINGS / APPOINTMENTS / PROCLAMATIONS**
  - A. **Truth in Taxation Public Hearing.** President Appleby opened the public hearing at 7:03 pm to receive comment on the establishment of the 2023 millage rates. The proposed millage rate is equal to the previous year's millage rates (a total of 16.9595) and will generate a 4.35% increase of the net operating tax revenues for the Village of Lawton. President Appleby commented that this Truth in Taxation Hearing is completed each year in order to allow for the inflationary increase which will total of \$29,013.
  - B. **Hear Public Comment:** No comments made.
  - C. President Appleby closed public hearing at 7:05 pm due to no comments.
  - D. **Council Consideration of Resolution No 08-23:** E. Dudek moved, supported by G. Dudek, made a motion to adopt Resolution No. 08 – 2023 to establish the Village of Lawton 2023 Millage Rates at a total of 16.9595 Mills. A Roll Call vote was taken with all in favor, none opposed. Resolution adopted.
- VIII. **OLD BUSINESS**
  - A. **Council Consideration of Resolution 10-2023:** The Planning Commission is recommending that the Council receive the Master Plan and distribute it for its 63-day review period. After the review period, the Planning Commission will hold a public hearing to take input on it, and then recommend to the Village Council for final approval in September. E Dudek, supported by Smith, made a motion to approve Resolution 10-2023 to approve the distribution of the final draft of the Village of Lawton Master Plan and authorizing the Village Council to determine the final approval for the Village Master Plan. A unanimous roll call vote approved the motion.

## IX. NEW BUSINESS

**Ordinance 02-2023: An ordinance to amend the Zoning Ordinance (Ordinance #130) to Allow Businesses with Open Storage in the CBD Zoning District by Special Use Permit.** After significant discussion, Turner, supported by G Dudek, made a motion to approve an amendment to the zoning ordinance to allow for open storage in the CBD Zoning District with a Special Use Permit. A roll call vote was taken with a 5 to 1 decision in favor of the ordinance amendment with the following provisions:

### 12.2 USES PERMITTED USES WHICH REQUIRE A SPECIAL USE PERMIT

#### 12.2.1 BUSINESSES WITH OPEN STORAGE

- A. The site shall be a minimum of three (3) acres in size.
- B. There shall be a required yard setback of at least thirty (30) feet from any public street or any lot line. Nothing shall be piled, parked, stored or accumulated in any required yard area.
- C. Not more than 50% of the lot may be used for the purpose of open storage.
- D. All open storage shall be screened on all sides by a solid wall or fence that is a minimum of 6' and a maximum of 8' and is sufficient to serve as a permanent retaining wall or fence. Such fence or wall shall be constructed of solid material specifically designed for fence construction and constructed and maintained in a finished and inconspicuous appearance. Only new material or material having the appearance and structural integrity found to be acceptable to the zoning administrator shall be used as fence material. Fences or walls with a more finished appearance on one side, shall have the finished side face the exterior of the lot.
- E. All storage shall be confined within the fenced-in area. There shall be no stocking of material above the height of the fence or wall, except that limited mobile equipment essential to the operation of the occupant may exceed the wall or fence height. No equipment, material, signs, or lighting shall be used or stored outside the fenced-in area without site plan approval from the Planning Commission.

#### 12.3. SITE PLAN APPROVAL

#### 12.4. AREA, HEIGHT, BULK AND PLACEMENT REQUIREMENTS

- A. **Resolution 09-2023 Make a Wish Bike Tour** - The Make a Wish Foundation is sponsoring a "Wish A Mile Bicycle Tour" Fundraiser which is a 3-day, 300-mile bike tour. The tour date for Lawton is Saturday, July 29 from 4-6pm. There are an estimated 600 bikers for the event raising funds for critically ill Michigan children. The VBCO Road Commission is helping facilitate the permit process and has requested the Village to authorize the route through the Village. The route progresses through Pine Grove Twp., Almena Twp., Antwerp Twp., Porter Twp., and the Village of Lawton. E. Dudek, supported by Turner made a motion to approve Resolution 09-23. Motion was approved by unanimous consent.
- B. **Fleis & Vandenbrink Wellhead Protection Program:** Fleis & Vandenbrink has submitted a proposal in the amount of \$10,000 to prepare a Wellhead Protection Program Grant to complete a new well evaluation. The Grant will cover 50% (\$5,000) of the overall cost of the new well evaluation. The project will not move forward if the grant is not awarded to the Village. Peterson,

supported by Turner, made a motion to approve the contract with Fleis & Vandenbrink. A roll call vote was taken and approved by unanimous consent.

**C. Van Buren County Road Commission Intergovernmental Agreement for Highway Maintenance or Repair:** Peterson, supported by Smith, made a motion to approve the intergovernmental Agreement for Highway Maintenance or Repair with the Van Buren County Road Commission. A roll call vote was taken and approved by unanimous consent.

**D. Proposal for Baseball Field Improvements:** Youth Baseball / Softball has submitted a plan for improvements they would like to undertake at the ball diamonds beginning this fall. It involves moving the T-ball Field and relocating or adding several storage sheds. E. Dudek, supported by Turner, made a motion to approve proposed improvements. Motion was approved by unanimous consent.

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

**A.** Village Manager – Manager Imus reported that a grant has been submitted to assist with the demolition of the house located at 606 E Washington, that the Drinking water Service Line Material Inventory is progressing, and a second bid for the Pickleball Court construction has been received.

**B.** Department of Public Works – DPW Director Hackenberg reported that the spring clean-up filled 4 dumpsters, that there will be a detour on 3<sup>rd</sup> Street during the last week of June for a sanitary sewer repair, and that the construction on the Union Storm Sewer will begin the last week of June, however the contractor has agreed to accommodate the Summerfest traffic.

**C.** Police Department – Chief Mack gave a report that included information on a recent burglary. President Appleby commented on the importance of having police in the community.

**D.** Fire Department – E Dudek commented that there has been an uptick in grass fires due to the dry weather.

**E.** DDA—G Dudek reported that the DDA will be obtaining the dunk tank for Summerfest, but is looking for a group to work it and receive the profits. Smith identified several groups and will make the connections to facilitate.

**F.** Planning Commission – Peterson reported that the Planning Commission was excited to have the final draft of the Master Plan out for review and were looking forward to hearing comments.

**G.** Library Board— A report was included the Council Agenda Packet for reference.

**XI. COUNCIL COMMENTS**

**A. Food Trucks for Downtown:** Smith inquired if Council would support having Food Trucks in town on days that the restaurants were closed. After some discussion, G Dudek agreed to bring the topic up for discussion at the next DDA meeting.

**XII. ADJOURNMENT** - E. Dudek, supported by Turner, made a motion to adjourn the meeting. Motion was approved by unanimous consent.

Submitted by Lisa Imus,  
Village Manager

07/06/2023

CHECK REGISTER FOR VILLAGE OF LAWTON  
CHECK DATE FROM 06/01/2023 - 06/30/2023

Check Date	Bank	Check	App Vendor	Vendor Name	Description	Amount
Bank GEN GENERAL CHECKING						
06/09/2023	GEN	6377	PR 60	ROWLISON, ERIC	*INCLUDED IN PR TOTAL	
06/14/2023	GEN	6378	AP 1099	AMAZON CAPITAL SERVICES, INC	BOOKS, DVDS AND SUPPLIES	834.88
06/14/2023	GEN	6379	AP 155	APPLIED IMAGING	LIBRARY COPIER CONTRACT NO CN3599-01 - A	195.29
06/14/2023	GEN	6380	AP 104	BAKER & TAYLOR, INC.	BOOKS	1,558.70
06/14/2023	GEN	6381	AP 104	VOID		0.00 V
06/14/2023	GEN	6382	AP 056	BLOOMINGDALE COMMUNICATIONS	PHONE LIBRARY - ACCT NO 00032003-0	162.78
06/14/2023	GEN	6383	AP MISC	BRAD LANCASTER	ALL TOGETHER NOW ACT	425.00
06/14/2023	GEN	6384	AP MISC	CDW GOVERNMENT	HP 600 G3	283.33
06/14/2023	GEN	6385	AP 101	CENGAGE LEARNING.	MAY CLEAN READS 3 PLAN	121.45
06/14/2023	GEN	6386	AP MISC	CLARK LEWIS	THE PERFORMER: CLARK LEWIS AND THE CLIEN	375.00
06/14/2023	GEN	6387	AP 153	DEMCO, INC.	LABEL PROTECTORS	247.76
06/14/2023	GEN	6388	AP 465	KALAMAZOO NATURE CENTER	OFFSITE CREATURE FEATURE	100.00
06/14/2023	GEN	6389	AP MISC	OTC BRANDS, INC	SUMMER READY PROGRAM PRIZES	280.83
06/14/2023	GEN	6390	AP 264	PETTY CASH LAWTON PUBLIC LIBRARY	WALMART, DOLLAR GENERAL, MEIJER, MODERN	308.21
06/14/2023	GEN	6391	AP MISC	PIONEER REPTILES, LLC	ONE HOUR PROGRAM	400.00
06/14/2023	GEN	6392	AP 079	QUILL CORPORATION	SWIFFER REFILLS, TRASH BAGS, CARDSTOCK,	286.62
06/14/2023	GEN	6393	AP MISC	UNIQUE	05-22 AND 05-30 PLACEMENTS	19.90
06/22/2023	GEN	6449	AP 030	ADAMS HARDWARE	CONSOLIDATED BILL	1,627.63
06/22/2023	GEN	6450	AP 893	BEN W. JOHNSON	MAY 2023 CLEANING X5	475.00
06/22/2023	GEN	6451	AP 056	BLOOMINGDALE COMMUNICATIONS	TELEPHONE FOR ACCT NO 0032515-9	388.87
06/22/2023	GEN	6452	AP 312	BRONSON HEALTHCARE GROUP	DRUGSCREEN FOR JAMES TAYLOR	120.00
06/22/2023	GEN	6453	AP MISC	CARY JOHNSON	6/17/23 - LARGE 4PM-8PM	50.00
06/22/2023	GEN	6454	AP MISC	COLLEEN MENCL	6/10/23 - LARGE 12PM-4PM	100.00
06/22/2023	GEN	6455	AP 026	CONSUMERS ENERGY	HEAT FOR 625 W UNION ST ACCT NO 1000 071	293.08
06/22/2023	GEN	6456	AP 1072	COURIER-LEADER & FLASHES	PUBLIC HEARING- OPEN STORAGE; 350 N MAIN	340.00
06/22/2023	GEN	6457	AP 1069	DICKINSON WRIGHT PLLC	GENERAL MUNICIPAL	220.00
06/22/2023	GEN	6458	AP MISC	FAITH SPANSAIL	5/6/23 - SMALL 12PM-4PM	40.00
06/22/2023	GEN	6459	AP 1077	FLUID POWER ENGINEERING, INC	FLAT FACE COUPLER; MALE HEX	45.87
06/22/2023	GEN	6460	AP 027	FRONTIER	TELEPHONE AND INTERNET FOR DPW AND WWTP	692.22
06/22/2023	GEN	6461	AP MISC	HALEIGH SOKOLOWSKI	MRP DRAIN CLEANING REIMBURSEMENT	525.00
06/22/2023	GEN	6462	AP 930	HS FLEET SERVICES LLC	MAINTENANCE ON VEHICLE 2020 UTILITY	1,493.69
06/22/2023	GEN	6463	AP 017	INDIANA MICHIGAN POWER CO.	ELECTRIC	6,700.01
06/22/2023	GEN	6464	AP MISC	JULIE SCHULTE-WOKECK	6/3/23 - LARGE 12PM-4PM	50.00
06/22/2023	GEN	6465	AP MISC	KAYLIE SMITH	4/29/23 - SMALL 12PM-4PM	50.00
06/22/2023	GEN	6466	AP 1095	KSS ENTERPRISES	TOILET PAPER ROLLS; PAPER TOWELS	373.26
06/22/2023	GEN	6467	AP MISC	LARRY LEBECK	6/10/23 - SMALL 12PM-4PM	50.00
06/22/2023	GEN	6468	AP MISC	LEON WELCH	5/7/23 - SMALL 12PM-4PM	35.00
06/22/2023	GEN	6469	AP 145	MICHIGAN RURAL WATER ASSOC.	MEMBER REGISTRATION FOR TODD HACKENBERG	535.00
06/22/2023	GEN	6470	AP 111	MUNICIPAL SUPPLY COMPANY	ANGLE PLUG VALVE CTS; QUARTER BEND METER	608.36
06/22/2023	GEN	6471	AP 551	ODP BUSINESS SOLUTIONS	TAPE FOR LABELER	252.87
06/22/2023	GEN	6472	AP MISC	OLIVIA FREER	5/20/23 - SMALL 12PM-4PM	35.00

06/22/2023	GEN	6473	AP MISC	PAULA GRAY	6/17/23 - SMALL 12PM-4PM	35.00
06/22/2023	GEN	6474	AP MISC	PHIL MCANDREW	5/27/23 - LARGE 12PM-4PM	50.00
06/22/2023	GEN	6475	AP 1034	PRIORITY HEALTH	INSURANCE GROUP ID 794824	6,862.05
06/22/2023	GEN	6476	AP 009	REPUBLIC SERVICES OF	WASTE REMOVAL	2,827.95
06/22/2023	GEN	6477	AP 1068	SAFEBUILT	PERMITS FOR 305 BITELY; 326 MAIN; 1020 M	1,054.50
06/22/2023	GEN	6478	AP MISC	SAMANTHA MYERS	6/3/23 - SMALL 12PM-4PM	35.00
06/22/2023	GEN	6479	AP MISC	SARAH SPITZKE	6/17/23 - LARGE 12PM-4PM	50.00
06/22/2023	GEN	6480	AP 019	SIEGFRIED CRANDALL, P.C.	PROFESSIONAL SERVICES DURING 05/23 - JOS	250.00
06/22/2023	GEN	6481	AP MISC	STATE OF MICHIGAN	CUSTOMER ACCT NO: MDOT00494 - M-40 MILL.	3,035.48
06/22/2023	GEN	6482	AP 1036	THE STANDARD	LIFE INSURANCE ACCT NO 00 168051 0001	965.99
06/22/2023	GEN	6483	AP MISC	US. POSTAL SERVICE	VILLAGE OF LAWTON BOX 367	176.00
06/22/2023	GEN	6484	AP 178	USA BLUE BOOK	MATERIALS	816.51
06/22/2023	GEN	6485	AP 493	VAN BUREN COUNTY	VERIZON AIRCARD -FEB/MAR; MAY 2023	87.10
06/22/2023	GEN	6486	AP 685	VERIZON WIRELESS	MOBILE PHONE   TABLETS	340.35
06/22/2023	GEN	6487	AP 083	VILLAGE OF PAW PAW	WATER LAB ANALYSIS	240.00
06/22/2023	GEN	6488	AP 047	WIGHTMAN	PROJECT - 224269 - CHANCEY LEWIS PARK RE	12,311.05
6/22/2023	GEN	6489	AP 026	VOID		0.00 V
06/23/2023	GEN	6394	PR 60	ROWLISON, ERIC	*INCLUDED IN PR TOTAL	
06/23/2023	GEN	6395	PR TEAMSTERS	TEAMSTERS LOCAL #214	*INCLUDED IN PR TOTAL	
06/02/2023			PR	COUNCIL, PLANNING, FIREBOARD		3,886.16
06/09/2023			PR	VILLAGE PAYROLL		36,680.55
06/23/2023			PR	VILLAGE PAYROLL		39,651.14

(2 CheckS Voided)

Total of 128 Disbursements:

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130,055.44

# Asphalt RESTORATION, INC.

*High Performance Asphalt Maintenance*

7968 West G Avenue  
Kalamazoo, MI 49009  
Office: 269.353.3996  
Fax: 269.375.0722

## *Proposal*

Date	Proposal #
6/29/2023	2007

Village of Lawton  
125 S. Main St.  
Lawton, MI 49065  
Attn: Todd

Terms	Estimator
Net 30 Days	Mike

Item	Description	Total
OverBand Crac...	Cracks to be repaired will be blown clean using 100 P.S.I. and filled using ASTM/MDOT approved sealant. The sealant will be heated and applied in accordance with all industry standards and ASTM/MDOT Standards.  Basketball Courts 2,973 l/f \$ 2,616.24 Park Parking Lot 2,456 l/f \$ 2,161.28	4,777.52

We reserve the right to withdraw proposal if not accepted within 30 days. Acceptance of Proposal: The prices and specifications are accepted. Payment to be made as specified unless otherwise arranged. A 1-1/2% late fee will be charged to all accounts past due.

<b>Total</b>	<b>\$4,777.52</b>
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Signature \_\_\_\_\_



Lock Master Security LLC  
115 E Allegan St  
Otsego, MI 49078 US  
269-694-5258  
office@lockmastersecurity.com  
LOCKMASTERSECURITY.COM



## Estimate

### ADDRESS

Village of Lawton  
PO BOX 367  
Lawon, MI 49065

ESTIMATE # 3579

DATE 06/09/2023

EXPIRATION DATE 07/07/2023

ACTIVITY	QTY	RATE	AMOUNT
Park Camera System			
NVR 16 Channel 6 TB HDD	1	1,200.00	1,200.00T
IP Camera 4MP w/IR	6	360.00	2,160.00T
Camera junction box and mounts	6	50.00	300.00T
HD monitor	1	300.00	300.00T
POE Switch 8 port	1	160.00	160.00T
POW switch (hardened)	1	450.00	450.00T
Wireless network bridge	1	775.00	775.00T
Cable, connectors and mounting hardware	1	500.00	500.00T
Labor to run cable install and program equipment	1	1,100.00	1,100.00

Note: City will provide and install conduit between pole and well house, and any electrical work required.

Half down with signed estimate to schedule project.

SUBTOTAL

6,945.00

TAX (0)

0.00

Customer responsible for any required permits.

TOTAL

**\$6,945.00**

Accepted By

Accepted Date

Lock Master Security LLC  
115 E Allegan St  
Otsego, MI 49078 US  
269-694-5258  
office@lockmastersecurity.com  
LOCKMASTERSECURITY.COM



## Estimate

### ADDRESS

Village of Lawton  
PO BOX 367  
Lawton, MI 49065

ESTIMATE # 3580

DATE 06/09/2023

EXPIRATION DATE 07/07/2023

ACTIVITY	QTY	RATE	AMOUNT
Park Restroom Timer System			
Timer controller with power supply and battery backup	1	300.00	300.00T
Electric strike	2	175.00	350.00T
Deadbolt with occupancy indicator	2	160.00	320.00T
Lever lock	2	140.00	280.00T
Cable, connectors and mounting hardware	1	100.00	100.00T
Labor to install hardware and program system	1	800.00	800.00
Half down with signed estimate to schedule project.			SUBTOTAL 2,150.00
Customer responsible for any required permits.			TAX (0) 0.00
			TOTAL <b>\$2,150.00</b>

Accepted By

Accepted Date



March 15, 2023

Village of Lawton  
125 S Main Street  
Lawton, MI. 49065

Attention: Todd Hackenberg, Superintendent of Public Works

**RE: OAK GROVE CEMETERY SURVEY AND SITE PLANNING**

Dear Mr. Hackenberg,

Wightman has delivered first-class Architecture, Engineering, and Survey solutions to a diverse collection of clients since 1946. Because of our diverse professional backgrounds, varied project exposure, broad experience, and continuing education we can craft the right team for each unique client. Outstanding client service is our culture. Becoming trusted advisors and true partners guides our actions. Wightman is pleased to present the following proposal to the Village of Lawton for survey and cemetery expansion of Oak Grove Cemetery.

The Village of Lawton owns and maintains Oak Grove Cemetery on the east side of town. The Village would like to determine the legal boundary of the cemetery property as well as the access rights of Cemetery Road bordering the West boundary of Oak Grove Cemetery. With the cemetery nearing capacity, the Village would also like support with designing an area of expansion. We are proposing to partner with the Village through the tasks outlined below.

## Section I – Project Goals

We understand the goals for this project are:

- Boundary survey of the cemetery property
- Title research for Cemetery Road
- Site planning, bidding administration, cemetery monumentation

## Section II – Scope of Services

Wightman will perform various tasks related to the following areas.

### **Boundary survey of the cemetery property**

We will perform a boundary survey of the cemetery property (Parcel No. 80-45-700-136-00, 80-45-700-002-00 & 80-45-700-137-00). This will include locating and verifying existing sections corners and property corners that control the location of the property lines and/or setting irons at property corners as needed.

We will prepare a survey drawing depicting the results of the survey and observable parcel line encroaches, if any. The drawing will meet the requirements needed for recording at the Register of Deeds office. Once the drawing is complete, we will record a copy with the Register of Deeds (\$30 recording fee is included).

**Title research for Cemetery Road**

To help determine who owns the rights to use Cemetery Drive and the width of the right of way, we will order a title search of the parcels from a local title company. We will review the title search and if discernible from the easement agreement, we will depict the easement on the survey drawing described above and note who has rights to the easement.

**Site planning for cemetery expansion**

The west side of the property requires layout and monumentation to expand the capacity of the cemetery. We understand there is desire to provide traditional burial sites, cremation sites, and some sites exclusively for babies and small children. We will work with the Village to understand historic burial rates to accurately proportion the new space set aside to accommodate each use. We understand the Village desires to maximize burials sites within the proposed site improvement area. Once ownership of the cemetery road on the west edge of the property is well understood, we will prepare a schematic site plan for your review and meet with you on-site to review the proposed layout and construction scope. We will adjust the plan at your direction, creating a final site plan to include any visible existing grave sites in the expansion area, site layout, erosion and sedimentation control measures, landscaping, and location of new irrigation lines and lawn hydrants. Lastly, we will prepare any necessary project specifications to accompany the plans for bidding.

**Bidding administration**

We will assist the Village with bidding the driveway construction work by preparing a contract, soliciting bids from general contractors, coordinating bid opening, reviewing bids, and providing recommendations for award.

**Cemetery monumentation**

Once the construction of new drives serving the cemetery expansion area is complete, we will deploy a two-man survey field crew to install monuments for the new grave sites. We understand you are working to obtain grave site monumentation material, so this proposal excludes material procurement. For your information, on similar projects we have installed 1/2" x 18" rebar with 2" diameter aluminum caps, stamped with row and column data. Historically, the material cost for these markers has been about \$5 each, though that price would need to be verified at the time of material procurement if this monumentation method is desired. Since the amount of monumentation in the expansion area has yet to be designed, the cost for this work is provided on a unit cost basis at a rate of **\$12 per marker**, assuming a similar level of effort to placing capped rebar. Concrete monuments carry a cost of **\$60 per marker** to install.

**Section III – Fees**

We are proposing to complete the Section II – Scope of Services outlined above (excluding cemetery monumentation) for a *Fixed Fee* of \$20,000. We will invoice monthly based on completion of tasks.

<b>Project Cost Summary</b>	
<b>Survey Services</b>	
Boundary Survey of Cemetery Property	\$7,500
Title Research for Cemetery Road	\$4,500
<b>Subtotal</b>	<b>\$12,000</b>

*continued on the next page...*

<b>Engineering Services</b>	
Site Planning for Cemetery Expansion	\$4,000
Bidding Administration	\$2,500
Cemetery Monumentation	TBD
<i>Subtotal</i>	<i>\$6,500</i>
<b>Project Kickoff, Meetings</b>	
Project kickoff and meetings	\$1,500
<i>Subtotal</i>	<i>\$1,500</i>
<b>Total</b>	<b>\$20,000</b>

## Section IV – Deliverables

Deliverables associated with this project will include the following for Oak Grove Cemetery:

- Boundary survey drawing
- Title research findings for Cemetery Road
- Site plan for cemetery expansion

## Section V – Schedule

Below is proposed schedule based on our recent conversations. We can adjust the schedule based on your priorities.

<b>Proposed Schedule</b>	<b>Estimated Completion Date</b>
Kickoff Meeting	May 2023
Boundary Survey of Cemetery Property	May 2023
Title Research for Cemetery Road	June 2023
Site Planning Meeting	June 2023
Site Planning for Cemetery Expansion	July 2023
Bidding Administration	TBD
Cemetery Monumentation	TBD

## Section VI – Terms and Conditions

Our standard terms and conditions are attached.

We are extremely excited by the opportunity to partner with you on this project. Please review the proposed scope outlined above and provide any suggested changes. If our proposal is acceptable to you, please issue a purchase order to our office to authorize us to begin work. If you have any questions or comments, please feel free to call me.

Todd Hackenberg, Superintendent of Public Works

3/15/2023

Page 4

Sincerely,



Ryan Miller, GIS Practice Area Leader

[rmiller@gowightman.com](mailto:rmiller@gowightman.com)

269-487-9658

cc: Lisa Imus, Village Manager

Paul Harvey, P.E.

Gary Hahn, P.S.

Paul Schram, P.E.

April Kibby

**This proposal is approved and accepted by:**

**By:** \_\_\_\_\_  
Signature

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

**By:** \_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Company Name and Address (Billing)



## Standard Terms and Conditions

Updated 8/15/2022

1. Agreement. Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's Standard of Care for the purposes of this Agreement shall be that consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. Scope of Services/Additional Services/Changes. If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's Hourly Rate, and all of Consultant's Reimbursable Expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. Hidden Conditions. Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. Betterment. If, due to Consultant's negligence, a required item or component of the project is omitted from Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. Opinions of Cost. Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. Insurance Coverage. Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.
13. Limitations/Exclusions. Client agrees that Consultant's total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. The Law/Suspension/Termination/Non-Severability. All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this

Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.

15. Indemnity. Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.
16. Force Majeure Clause. Neither party will be liable or responsible to the other party, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) flood, fire, or explosion; (ii) war, terrorism, invasion, riot, or other civil unrest; (iii) embargoes or blockades in effect on or after the date of this Agreement; (iv) national or regional emergency – including, but not limited to, pandemic, uncontrollable, and/or imminent spread of contagious disease; or (v) strikes, labor stoppages or slowdowns, or other industrial disturbances (each of the foregoing, a "Force Majeure").
17. Certificate of Merit Requirement. Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
18. Jurisdiction and Venue. Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.
19. Termination. Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.

20. Billing Rates.\*

Principal .....	\$250.00/hour
Licensed Staff VII .....	\$225.00/hour
Licensed Staff VI .....	\$210.00/hour
Licensed Staff V .....	\$190.00/hour
Licensed Staff IV .....	\$175.00/hour
Licensed Staff III.....	\$155.00/hour
Licensed Staff II.....	\$140.00/hour
Licensed Staff I.....	\$125.00/hour
Professional Staff VI .....	\$175.00/hour
Professional Staff V .....	\$150.00/hour
Professional Staff IV .....	\$135.00/hour
Professional Staff III .....	\$115.00/hour
Professional Staff II .....	\$100.00/hour
Professional Staff I .....	\$90.00/hour
Technician VI.....	\$120.00/hour
Technician V.....	\$110.00/hour
Technician IV.....	\$100.00/hour
Technician III.....	\$90.00/hour
Technician II.....	\$80.00/hour
Technician I.....	\$70.00/hour
Administrative.....	\$75.00/hour
3-Person Survey Crew .....	\$195.00/hour
2-Person Survey Crew .....	\$170.00/hour
1-Person Survey Crew .....	\$140.00/hour
3-Person Survey Crew (Construction Staking) .....	\$210.00/hour
2-Person Survey Crew (Construction Staking) .....	\$185.00/hour
1-Person Survey Crew (Construction Staking) .....	\$155.00/hour
Expert Witness/Testimony .....	\$400.00/hour
Drone Pilot/Technician .....	\$150.00/hour
High Definition Laser Scanning Technician .....	\$150.00/hour
High Definition Laser Scanner Fee .....	\$150.00/hour
Aerial Drone Equipment.....	\$150.00/hour

Reimbursable Expenses.\* Compensation for reimbursable expenses shall be computed as a multiple of 1.1 times the expense incurred for the following: Outside Consultants, Travel, Lodging, Postage, UPS, FedEx, Messenger, and Outside Reproduction. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the Federal Rate. In-House Prints/Copies/Plots shall be charged as follows:

- Black & White Prints/Copies
  - 8 ½ x 11 \$0.19/sheet
  - 8 ½ x 14 \$0.19/sheet
  - 11 x 17 \$0.19/sheet
- Color Prints/Copies
  - 8 ½ x 11 \$0.85/sheet
  - 8 ½ x 14 \$0.85/sheet
  - 11 x 17 \$1.25/sheet
- Black & White Plots
  - 12 x 18 \$1.50/sheet
  - 18 x 24 \$2.75/sheet
  - 24 x 36 \$5.00/sheet
  - 30 x 42+ \$7.50/sheet
- Color Plots
  - 12 x 18 \$9.00/sheet
  - 18 x 24 \$18.00/sheet
  - 24 x 36 \$30.00/sheet
  - 30 x 42+ \$42.00/sheet

\*Rates subject to change.



Proposal for Software and Services, Presented to...  
Village of Lawton, Van Buren County MI MI

June 20, 2023

Quoted by: Keegan Nixon



*Thank you for the opportunity to quote our software and services.*

*At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.*

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

## Cost Summary

Applications and Annual Service Fee prices based on an approximate population of 1,850 and 1,000 plots. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

### Applications

#### Financial Management

Cemetery Management .NET

**\$1,720**

### Data Conversions/Database Setup

No data conversion or database setup to be performed.

### Project Management and Implementation Planning

#### Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$500**

## Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

### Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	1		<b>\$1,000</b>
Financial Management Applications	Days:	1		<b>\$1,000</b>
	Total:	2	Subtotal	<b>\$2,000</b>

## Cost Totals

*Not including Annual Service Fees*

Applications	\$1,720
Project Management and Implementation Planning	\$500
Implementation and Training	\$2,000
<b>Total Proposed</b>	<b>\$4,220</b>
<i>Travel Expenses</i>	<i>\$710</i>

### Payment Schedule

- 1<sup>st</sup> Payment: **\$500** to be invoiced upon execution of this agreement.  
2<sup>nd</sup> Payment: **\$1,720** to be invoiced at start of training.  
3<sup>rd</sup> Payment: **\$2,710** to be invoiced upon completion of training.



## Annual Service Fees

*Unlimited support during your first year with the program is included in your purchase price. Thereafter, Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U).*

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### Financial Management

Cemetery Management .NET	\$345
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## Additional Information

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### Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- ˘ custom payment import/lock box import
- ˘ custom OCR scan-line
- ˘ custom journal export to an outside accounting system
- ˘ custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

## Acceptance

### Signature constitutes...

1. An order for products and services as quoted  
*Quoted prices do not include Program Customization, training beyond the estimated number of days, or recommended Bank Reconciliation Consultation*
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

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**Signature**

**Date**

**BS&A PLEDGE.** We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

### Returning Accepted Proposal to BS&A

*Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:*

Mail: BS&A Software  
14965 Abbey Lane  
Bath, MI 48808

Fax: (517) 641-8960

Email: [knixon@bsasoftware.com](mailto:knixon@bsasoftware.com)

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.



## Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

### Key Contact for Implementation and Project Management

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

Phone/Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

### IT Contact

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

Phone/Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_





**LAWTON DEPARTMENT OF PUBLIC WORKS**

**ACTIVITIES REPORT FOR JUNE 2023**

1. We had 3 interments at Oak Grove cemetery for the month of June.
2. We have had a 3 water service leaks this month 2 were by a contractor and one was at the old Stearns and Stafford building on main street.
3. We have been painting curbs in town and doing some parking lot striping.
4. We Pumped 21,342,000 gallons for June with a daily average of 711,400 we pumped 14,233,000 gallons in March 2022.
5. In June a total of 3.12 million gallons of treated wastewater was discharged into the tributary to the South Branch of the Paw Paw River. The daily effluent flows averaged 104,000 gallons per day, which is approximately 42% of the hydraulic capacity of the plant.

Motor pool – 29.5 hrs.

Streets not Act 51 – 153.5 hrs.

Buildings & Grounds – 17.5 hrs.

Water Maint. – 124 (27.5 OT)

Cemetery – 189.5 hrs.

Sewer Maint. – 220 (26 OT)

Parks – 71.5 hrs. (9.5 OT)

Vacation – 2 hrs.

Civic Betterment – 0 hrs.

Sick time - 0

Major Winter Maint. – hrs. ( OT)

Holiday – 0 hrs.

Local Winter Maint. – hrs. ( OT)

Todd Hackenberg – Director of Public Works

## Van Buren County File Class / Section Report

Number	Sub-Beat	Date	Offense	Location	Incident Code-Type	Officer
23-0528	LAWTON-1	06/06/2023	ZONING ORDINANCE 153.01 Zoning ordinance 153.01	135 2nd Street -	Illegal burning	Largen, J. Extinguished
23-0547	LAWTON-1	06/10/2023	ZONING ORDINANCE 153.01 Zoning ordinance 153.01	303 Union Street	- Smell of smoke	Largen, J. Not located
23-0600	LAWTON-1	06/24/2023	ZONING ORDINANCE 153.01 Zoning ordinance 153.01	Village Of Lawton	Multiple signs in ROW	Largen, J. Removed
<b>Total:</b>	<b>3</b>					

Previously identified junk vehicles were removed from the 100 blk of S. Franklin, 400 blk of Walker St. and the 100 blk of 66th Ave.

# LAWTON POLICE DEPARTMENT – COUNCIL REPORT

## JUNE 2023

Calls for Service/Complaints-----127

Ordinance complaints-----8

    Blight **(0)**        Zoning **(3)**        Misc. **(5)**

Traffic stops-----26

    Citations issued **(12)**        Verbal warnings **(15)**

Arrests-----6

Accidents-----1

Parking citations-----0

HOURS WORKED:    Scheduled (Full-time)        644

                    Scheduled (Part-time)        0

                    Overtime hours        0

                    Vacation hours        72

                    Sick leave hours        0

### COMMUNITY POLICING:

Chief Mack attended the Lawton High School graduation and led the graduate parade.

Chief Mack participated in the Lawton Libraries, Kick off the summer event.

Officers made **(37)** field contacts and **(23)** business contacts.

**NOTABLE INCIDENTS:**

W. Fourth St. – While the parking lot was being re-sealed at the Village Commons Apartments, all resident vehicles were parked on W. Fourth St. One of the residents had the catalytic converter stolen from her vehicle. The suspect is unknown. No additional larcenies were reported.

Lawton PD was contacted by a representative of the apartments on Morrill St., which are under new management, regarding illegal dumping of trash in their dumpsters. The owners of the trash were identified and contacted and the trash was removed.

**ADDITIONAL:**

For the month of June, 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:

16.25 hours – Main St.

11.17 hours – All other areas within the Village

Total hours – 27.42

LPD had 29 (Assist other agency calls): 6 medical/ambulance call in the Village, 2 medical/ambulance assists non-village, 5 assist calls to Paw Paw, 2 assists to Mattawan, 8 in Porter Twp., 1 in Antwerp Twp., 1 in Decatur Twp., and 4 other department assists in the Village.

**Village of Lawton Downtown Development Authority**  
**June 21, 2023**  
**Regular Meeting**

Chairperson Osborne called the May 17, 2023 meeting to order at 7:00pm.

**Present:** K Drew, G Dudek, L Dudek, K Kozik, D Lawson, T Osborne, and Village Manager L Imus

**Absent:** D Dluge, C McComis, Z Shinabargar, and R Turner

**Agenda:** Motion by D Lawson; Support K Drew, to approve the June 21, 2023 agenda with the addition of Golf Cart Parade. Motion carried.

**Minutes:** Motion G Dudek; Support K Kozik, to approve the May 17, 2023 minutes. Motion carried.

**Treasurers Report:** Current available fund balance is \$54,814.40. \$19,795.00 restricted (not including \$6,000 set aside for Chancy Lewis Park grant match) and \$35,019.40 available in unrestricted funds.

**Unfinished Business:** Chancy Lewis Park Improvements Update – hopefully Thursday all quotes will be back and we can award the bids. Furniture in process of being ordered. Still working on fence company for maintenance.

**New Business:**

1. Downtown Flowers are doing well. Discussion on possibly getting perennials for Cannon Park and Cemetery.
2. Summerfest – Ozzy is trying to rent a dunk tank; High School class will work and receive funds generated.
3. Food Trucks Downtown - Discussion on the possibility of Food Trucks in the village on the nights the restaurants are closed. Recommending to refer back to Council for Ordinance development, first.
4. Golf Cart Parade - Discussion to change the parade to an earlier date to ensure decent weather and possibly have a theme.

There being no further business Motion K Drew; Support G Dudek to adjourn. Motion carried. Meeting adjourned @ 8:07pm.

Our next scheduled meeting is July 19, 2023

Respectfully Submitted,  
Deborah Lawson, Secretary

Respectfully,

Chief Jeffrey Mack

## Circulation Report for May 2023

We had 968 visitors and checked out a total of in 1,773 materials.

Adult Fiction	380
Audio Books	0
Children Easy Books	709
Junior Fiction	292
Junior Non-Fiction	27
Large Print	233
Non-fiction	43
Periodicals	17
Videos	15
Young Adult fiction	51
VOX Books	<u>6</u>
<b>Total</b>	<b>1,773</b>

Computer Usage	23 uses
Michigan Overdrive Total Checkouts	23,056
Michigan Overdrive Total Holds	8,532
Michigan Overdrive Total Users	5,500
New Items Processed	135
Our Mel Items Received	76
Our Mel Items Sent	71
Lawton Overdrive Downloads	326
Lawton Overdrive Holds	107
New Library Members	8

Lawton Website visited 3,699 last 30 days

Facebook visited 3,596 last 30 days

Closed May 29<sup>th</sup> for Memorial Day

Knitters: 42

Story time: 94

Book club: 14

Mystery Club: moved to June 6th

Craft Night: 6

Lawton Second Grade Visit - 112

Respectfully Submitted, Lyn Tone, Director

# LAWTON VILLAGE LIBRARY BOARD

Regularly scheduled monthly meeting

Date: June 26, 2023

## I. Call to Order

The meeting was called to order by Cornish at 6:30

Members present: Troxell, Cornish, Kison, Reid, Rathbun, McArthur

Members excused: None

Staff Present: Tone

Public Comment (3 minutes per speaker): None

## II. Secretary's Report: The 5/22/23 minutes were accepted as presented.

Troxell Moved to accept the 5/22/23 meeting minutes. Second by - Cornish. Motion carried
--

## III. Library Director's Report – Usage Statistics

- A. Visitors: 968
- B. Materials checked out: 1773
- C. Adult Fiction: 380
- D. Audio Books: 0
- E. Children Easy Books: 709
- F. Junior Fiction: 292
- G. Junior Non-fiction: 27
- H. Large Print: 233
- I. Non-fiction: 43
- J. Periodicals: 17
- K. Videos: 15
- L. Young Adult fiction: 51
- M. VOX: 6

Total: 1773

- N. Computer usage: 23 uses
- O. Michigan total checkouts: 23,056
- P. Michigan total holds: 8532
- Q. Michigan total users: 5500
- R. New Books Processed: 135
- S. Our MEL items received: 76



- T. Our MEL items sent: 71
- U. Lawton Overdrive downloads: 326
- V. Lawton Overdrive Holds: 107
- W. New Library Members: 8
- X. Lawton Website visited: 3699 for last 30 days
- Y. Facebook visited: 3596 last 30 days
- Z. Closed May 29 for Memorial Day
- AA. Special Programs: Knitters: 42; Story Time: 94; Book Club: 14; Mystery Club: moved to June 6<sup>th</sup>; Craft Night: 6; Lawton Second Grade Visit - 112

#### IV. Financial Report

- A. The financial report was presented.

Rathbun moved to keep the 15,072.26 in the Michigan Class and LCSA. Second by Troxell. Cornish – yes; Reid – yes; Troxell – yes; Kison - yes; Rathbun – yes; McArthur – yes. Motion carried.

McArthur moved to accept the financial report. Second by Cornish. Motion carried.

- B. The receipts and expenses were presented by Tone as follows:

Receipts: \$ 43,709.44

Expenses: \$ 15,996.34

Troxell moved to pay the bills. Second by Kison. Motion carried.

#### V. Committee Reports

- A. None

#### VI. Communications: None

#### VII: Old Business:

1. Roof: Still waiting.
2. Plaque for Anne C. The Board decided there will not be a picture on the plaque.
3. New chairs ordered – waiting for delivery. Arrival within the next few weeks.

#### VIII: New Business:

1. Closing July 4

2. Closing July 8 for Summerfest
3. Move Money to a CD – need to decide and move forward. Cornish and Reid will get together with Imas and Applebee to move money into various credit unions, given the limitations from FDIC.
4. Giving our Unapproved minutes to Village after meetings – they would like a copy for their meetings along with our circulation report.

Troxell moved to supply the Council with unapproved library minutes. Second by Reid. Cornish – yes; Reid – yes; Troxell – yes; Kison - yes; Rathbun – yes; McArthur – no. Motion carried.

5. Need new names to have doors done (Cornish gave Tone several. (3 were called and making appointments for Quotes)
6. Move money from General Fund to Building Improvement for chairs

Reid moved to transfer money from the General Fund (271) to Building Improvement (271-000-9750) to pay for the chairs at no more than \$3500.00. Rathbun second. Cornish – yes; Reid – yes; Troxell – yes; Kison - yes; Rathbun – yes; McArthur – yes. Motion carried.

7. Do we move forward toward district, we need to decide in the future. Tabled

X. Adjournment – The meeting adjourned at 8:18

Troxell Moved to adjourn the meeting; second by McArthur

Next Meeting: July 24, at 6:30

Respectfully submitted,

Marianne McArthur, Board Secretary