

**VILLAGE *of* LAWTON**  
**VILLAGE COUNCIL MEETING**  
**125 S. MAIN STREET, LAWTON, MI 49065**  
**TUESDAY, October 10, 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 October 10, 2023 Council Agenda
- B. Approval of the September 12, 2023 Council Meeting Minutes
- C. Approval of September 2023 Disbursements in the amount of \$187,652.37
- D. Approval of Yearly MML Membership in the amount of \$1,746.00
- E. Award of Wellhead Protection Grant in the amount of \$5,000.00

**V. COMMUNICATIONS / CORRESPONDENCE / PRESENTATIONS**

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

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

- A. **Public Hearing** for consideration of the establishment of a Plant Rehabilitation District (“Lawton PRD 2022”) for Welch’s Food, Inc.....Hear Public Comment
  - 1. President opens Public Hearing with a motion.....Voice Vote
  - 2. Public offers comment.....Please limit comments to 3 minutes per person
  - 3. President closes Public Hearing with request for motion of determination on Resolution 14-2023.....Voice Vote
  
- B. **Public Hearing** for consideration of an Industrial Facilities Tax Exemption for real and personal property for Welch’s Food, Inc. ....Hear Public Comment
  - 1. President opens Public Hearing with a motion.....Voice Vote
  - 2. Public offers comment.....Please limit comments to 3 minutes per person
  - 3. President closes Public Hearing with request for motion of determination on Resolution 15-2023.....Voice Vote

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**VIII. OLD BUSINESS**

**IX. NEW BUSINESS**

- A. Establish Trick or Treat Hours for Monday October 31, 2023 from 5:30pm to 7:30pm.....Staff Recommends Approval
- B. Consider Award of Silversmith Data Service Agreement in the amount of \$3,412, with an annual recurring fee of \$1,436.....Staff Recommends Approval
- C. Consider Award of Wightman Engineering Service Agreement for White Oak Road improvements project in the amount of \$139,300.....Staff Recommends Approval
- D. Consider award of Peerless Midwest quote for the amount of quote to clean wells in the amount of \$46,725.....Staff Recommends Approval
- E. Consider Invoice from Market Van Buren in the amount of \$1,210.15.....Staff Recommends Approval
- F. Consider Contract from Dixon for Emergency Services with an attached Fee Schedule.....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 – *October 24, 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).



## LAWTON VILLAGE COUNCIL

Regular Meeting Minutes – Tuesday September 12, 2023, at 7:00 p.m.

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

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

### MINUTES

- I. **Call to Order:** President Appleby called the September 12, 2023, meeting of the Lawton Village Council to order at 7:02 p.m.
- II. **ROLL CALL** *Present:* Appleby, E. Dudek, Peterson, G. Dudek, Smith, Turner, Tanis *Absent:* None. *Others Present:* Village Manager Imus, Clerk Rathbun, Police Chief Mack, and other guests.
- III. **Consent Agenda:** The Consent Agenda included the approval of the September 12, 2023 Council Agenda, the August 8, 2023 Council Meeting Minutes, The August 22, 2023 Special Meeting minutes, and approval of the August 2023 disbursements in the amount of \$273,668.83. Peterson made a motion to approve the Consent Agenda with a correction to typos on the August 08 minutes supported by Turner. A unanimous roll call vote approved the motion.
- IV. **COMMUNICATIONS / CORRESPONDENCE / PRESENTATIONS:**
  - A. Imus presented a project update from MDOT. The project update states that the week of September 11, 2023, the Van Buren County Road Commission will be completing a project on 80<sup>th</sup> Avenue between 29<sup>th</sup> street and M-40 in Porter Township. The project consists of trenching, widening, drainage corrections, and paving a new asphalt surface over the existing gravel roadway. This project will be completed as weather allows, and minor delays are possible.
- V. **CITIZENS' COMMENTS:** None
- VI. **PUBLIC HEARINGS / APPOINTMENTS / PROCLAMATIONS:** None
- VII. **OLD BUSINESS:** None
- VIII. **NEW BUSINESS:**
  - A. President Appleby brought Resolution 11-2023, a resolution to enter into a contract with Kansas City Life Insurance and authorize necessary signatures for approval to the floor. Imus explained the benefits of moving to Kansas City Life Insurance for life, short term disability, long term disability, accidental death and dismemberment, dental, and vision insurances. E. Dudek, seconded by Smith motioned to approve Resolution 11-2023 to enter into a contract with Kansas City Life Insurance for an amount of \$9570 for all current employees for life insurance, accidental death and dismemberment, short term disability, and long term disability, a rate of \$80.04 per employee per year for vision insurance, and a rate of \$215.88 per employee per year for dental insurance, and an additional \$4.16 per month per insured employee in the H.S.A. account to cover the cost of the yearly employee dental deductible. Roll call Vote taken, all in favor, none opposed.
  - B. President Appleby brought Resolution 12-2023, a resolution to adopt the Master Plan by the Village of Lawton Village Council to the floor. Trustee Peterson stated the steps the planning commission had taken and motioned, seconded by E. Dudek to approve the updated Resolution 12-2023 to approve the Master Plan at the recommendation of the Planning Commission. A roll call vote was taken with unanimous consent.
  - C. President Appleby brought the bid from Hall Builders in the amount of \$30,903.00 to renovate the Chancy Lewis Park restrooms to the floor. Imus reported the minor concern with this approval

is that Hall Builders is not the low bidder by \$400. However, the low bidder cannot get to the project until next year, as to where Hall Builders can get to it this year. We may be on the line for the extra \$400, but her recommendation is that we move forward with Hall Builders due to how quickly they can get it done and the fact that they are local. E. Dudek made a motion to award the contract for the Chancy Lewis Park restrooms in the amount of \$30,903.00. Roll Call vote taken, all in favor, none opposed. Motion carried.

- D. President Appleby brought Resolution 13-2023, a resolution to amend the budget for the fiscal year 2023-2024 to the floor. Imus presented the changes by individual line item to council. Discussion ensued. E. Dudek motioned to approve resolution 13-2023, authorizing amendments to the general appropriations for the fiscal year beginning March 1, 2023 and ending February 29, 2024 seconded by trustee Tanis. A roll call vote was taken with unanimous consent.

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

- A. Village manager Imus reported Zoning Solutions. She provided an invoice from Zoning Solutions which shows specific addresses where they have been working on blight. We are waiting to hear about what they are investigating at each property. Beth will follow up. Imus reported that last fall we asked them to do more structure and property maintenance issues by request, but they have been going out doing a lot of blight, and cars, etc. Imus would like to know whether council would like to see Zoning Solutions continue to go around and function on their own or do things by request only. Trustees Smith and G. Dudek stated they requested them to do things by request only. Trustees Turner and Peterson stated we did ask them to enforce other properties they see with the same issues to avoid spot enforcement. Discussion ensued. Council would like to see more information, and a more detailed report before we move forward, as the current invoice from Zoning Solutions only states the addresses and a very vague 'blight enforcement' for each line item. Imus also reported that we received a notification that we did receive the Fire Equipment grant. They awarded us \$30,000, and were supposed to only award us \$10,000. Imus reported that Melina is working on a follow up to make sure this amount is correct, but it could be because our fire department covers three communities. Imus reported we are back into winter hours for the clerk's office, 8-5 Monday through Friday. Imus reported for the second meeting in September in which she would like to see us go over goals and objectives as well as individual project budgets.
- B. Clerk Rathbun reported that the Welcome Packet for Lawton is now complete and can be found at the front desk of the Clerk's Office next to the newsletters. She also reported that it is available on the website, and residents can email her at [brathbun@lawtonmi.org](mailto:brathbun@lawtonmi.org) to request a copy. She also reported that she had agenda distribution placed on the website. All interested residents can email her to be added to the distribution list or place their emails in the website if they are interested in receiving a copy of upcoming agendas prior to council meetings.
- C. Superintendent Hackenberg reported we are having surveys done on the cemeteries, he updated on the upcoming Water and Sewer project on the north end of town, as well as an upcoming White Oak water project for 2024.
- D. Chief Mack reported that our police department was gifted some camera systems from Paw Paw police department, he is going to pick these up tomorrow. Chief Mack reported that he has updates on a couple blight situations in town. He reported that he and Village Manager Imus have been working on the Zoning Solutions list together. Mack reported that he has been answering questions from residents on blight, and Zoning Solutions is getting information out now. Appleby commented he would like another meeting with Zoning Solutions because the council has many concerns with how things are being handled and the lack of information with the invoice for Zoning Solutions. Chief Mack also reported an update on the damaged building in the park.
- E. Peterson reported that Planning Commission met and the only other issue with exception to the adoption of the master plan is that they approved a site plan for the storage units going in just

south of Dollar General. Expectation is for work to begin in January, and the site plan is good for 2 years being phased in. Peterson and Appleby jointly commented that Zoning is coming up next and that is going to be a big deal.

- F. G Dudek reported DDA met, but she was not at the meeting. She did however, mention that a date was set for the Fall Escapade parade for Sunday, October 15 at 2:30pm, which is a week earlier than it was the last week, with a rain date for the following Sunday. The parade route will be longer this year as well.
- G. E Dudek reported fireboard met and the roof leaks horribly bad at the fire department. At the meeting they discussed options for limping it through, however, they know the roof needs to be done on the whole building. He stated they have some sealing that can be done, but he would like to see the roof repaired sooner rather than later. Imus reported she is looking into grants to see how we can do building improvements.
- H. Rathbun reported the library board met and they are excited for upcoming fall events including a paranormal group coming to the library at 6pm on October 24. Director Tone will also be adding in evening story times set to begin in October for grades K-3 with times to be announced at a later date.

**X. COUNCIL COMMENTS**

- A. President Appleby reported that on a call for the Fire Department the other day, and officer Dalton helped meet a need and he wanted to make sure he got a shout out for going above and beyond.
- B. President Appleby also wanted to discuss the winter meeting schedule. He asked what council would like to do going forward for meeting schedules. He stated he is looking for input on whether council feels that we need two meetings or they would like to stick to one. E. Dudek stated that he likes the second meeting when it is productive. Peterson stated that council has already been invited to Planning Commission meetings, which would already put us at two meetings per month. Her recommendation is for September, October, and November is that council attend the planning commission meetings instead. President Appleby would like to see us hold second meetings only if we have business. Council agreed that they will leave their schedules open for a second meeting, but would only like to have a second meeting if there is enough business.

- XI. **ADJOURNMENT:** E. Dudek, supported by Turner made a motion to adjourn the meeting at 8:25p.m. Motion was approved by unanimous consent.

Respectfully Submitted by,

Brittany Rathbun  
Village Clerk

10/04/2023

CHECK REGISTER FOR VILLAGE OF LAWTON  
CHECK DATE FROM 09/01/2023 - 09/30/2023

Check Date	Bank	Check	App Vendor	Vendor Name	Description	Amount
Bank GEN GENERAL CHECKING						
09/08/2023	GEN	6621	AP 030	ADAMS HARDWARE	CONSOLIDATED BILL	917.61
09/08/2023	GEN	6622	AP MISC	AQUA-AEROBIC SYSTEMS, INC	RELAY, CONTROL	279.22
09/08/2023	GEN	6623	AP 893	BEN W. JOHNSON	CLEANING X5 FOR AUG 2023	475.00
09/08/2023	GEN	6624	AP 056	BLOOMINGDALE COMMUNICATIONS	TELEPHONE FOR ACCT NO 0032515-9	377.54
09/08/2023	GEN	6625	AP 312	BRONSON LAKEVIEW HOSPITAL	DRUG SCREEN AND PHYSICAL FOR LEAH MUNSON	124.00
09/08/2023	GEN	6626	AP MISC	CITY SERVICE INCORPORATED	LABOR, LINE STOPS X3	4,150.00
09/08/2023	GEN	6627	AP 800	COMCAST	INTERNET - 200 JAMES ACCT #8529 11 332 0	59.85
09/08/2023	GEN	6628	AP 026	CONSUMERS ENERGY	HEAT FOR ADDRESS 125 MAIN ST ACCT NO 100	9.97
09/08/2023	GEN	6629	AP MISC	DETROIT SALT COMPANY	ROCK SALT	2,992.04
09/08/2023	GEN	6630	AP 088	FISHER AUTO PARTS	SERPENTINE BELT	18.65
09/08/2023	GEN	6631	AP 1077	FLUID POWER ENGINEERING, INC	SPIRAL HOSE	6.10
09/08/2023	GEN	6632	AP 027	FRONTIER	TELEPHONE AND INTERNET FOR DPW AND WWTP	515.51
09/08/2023	GEN	6633	AP 930	HS FLEET SERVICES LLC	MAINTENANCE ON VEHICLE 2020 UTILITY	1,192.98
09/08/2023	GEN	6634	AP 017	INDIANA MICHIGAN POWER CO.	ELECTRIC	6,684.69
09/08/2023	GEN	6635	AP MISC	INTERSTATE BILLING SERVICE INC	MIRROR	131.63
09/08/2023	GEN	6636	AP MISC	KALAMAZOO EXCAVATION	DSMI	25,249.50
09/08/2023	GEN	6637	AP 1103	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER - MONTHLY INVOICE PER CONTRACT #	896.58
09/08/2023	GEN	6638	AP 145	MICHIGAN RURAL WATER ASSOC.	TEMP TRAFFIC CONTROL ( J. STERMER)	240.00
09/08/2023	GEN	6639	AP 738	MODERN MARKETING	BLACK NITRITE GLOVES	125.34
09/08/2023	GEN	6640	AP 1032	PROGRESSIVE AE	PROJECT: 9005003.0 MASTER PLAN	907.50
09/08/2023	GEN	6641	AP 009	REPUBLIC SERVICES OF	WASTE REMOVAL	639.56
09/08/2023	GEN	6642	AP 1068	SAFEBUILT	PERMITS 518 4TH; 808 NIAGARA; 229 UNION;	962.35
09/08/2023	GEN	6643	AP 1096	SHARE CORPORATION	GOOD GRAPE 5GAL X2	1,303.77
09/08/2023	GEN	6644	AP 019	SIEGFRIED CRANDALL, P.C.	AUDITING SERVICES FOR THE YEAR ENDED 2/	11,000.00
09/08/2023	GEN	6645	AP 126	STEENSMA LAWN & POWER EQUIP.	FILTERS	243.43
09/08/2023	GEN	6646	AP 178	USA BLUE BOOK	MATERIALS	329.54
09/08/2023	GEN	6647	AP 493	VAN BUREN COUNTY	VERIZON AIRCARD - MAY - JULY 2023	156.83
09/08/2023	GEN	6648	AP 083	VILLAGE OF PAW PAW	WATER LAB ANALYSIS	180.00
09/15/2023	GEN	6649	PR 60	ROWLISON, ERIC	Included in PayRoll	
09/15/2023	GEN	6650	PR TEAMSTERS	TEAMSTERS LOCAL #214	VOIDED	V
09/15/2023	GEN	6651	PR TEAMSTERS	TEAMSTERS LOCAL #214	Included in PayRoll	
09/21/2023	GEN	6652	AP MISC	ALBERTO REYNA	ADDING SHELVES TO FICTION ROOM, MISC REP	100.00
09/21/2023	GEN	6653	AP 1099	AMAZON CAPITAL SERVICES, INC	BOOKS; CRAFT SUPPLIES. OFFICE SUPPLIES;	566.87
09/21/2023	GEN	6654	AP 155	APPLIED IMAGING	LIBRARY COPIER CONTRACT NO CN3599-01 - A	183.76
09/21/2023	GEN	6655	AP 104	BAKER & TAYLOR, INC.	BOOKS	995.06
09/21/2023	GEN	6656	AP 056	BLOOMINGDALE COMMUNICATIONS	PHONE LIBRARY - ACCT NO 00032003-0	167.62
09/21/2023	GEN	6657	AP 101	CENGAGE LEARNING.	AUGUST CLEAN READS 3 PLAN	209.42
09/21/2023	GEN	6658	AP MISC	CHET BARANSKI	MICHIGAN PARANORMAL PROGRAM	100.00
09/21/2023	GEN	6659	AP 964	CLARK TECHNICAL SERVICES	LPL 2023 SUPPORT - AUGUST	358.19
09/21/2023	GEN	6660	AP MISC	CROWN TROPHY	PRESIDENTIAL PLAQUE AND LOGO	90.00
09/21/2023	GEN	6661	AP 153	DEMCO, INC.	LABEL PROTECTORS, POSTERS. STICKERS, DRA	206.37

09/21/2023	GEN	6662	AP 264	PETTY CASH LAWTON PUBLIC LIBRARY	PAW PAW BREWING	60.00
09/21/2023	GEN	6663	AP 079	QUILL CORPORATION	ADDRESS LABELS, GLUE, COPY PAPER	166.95
09/21/2023	GEN	6664	AP 227	THE LIBRARY NETWORK	DEEPPFREEZE ENTERPRISE LICENSE RENEWAL X8	39.20
09/21/2023	GEN	6665	AP MISC	UNIQUE	08-07 PLACEMENTS	9.95
09/23/2023	GEN	6666	AP 056	BLOOMINGDALE COMMUNICATIONS	TELEPHONE FOR ACCT NO 0032515-9	388.87
09/23/2023	GEN	6667	AP 800	COMCAST	INTERNET - 200 JAMES ACCT #8529 11 332 0	129.70
09/23/2023	GEN	6668	AP 017	INDIANA MICHIGAN POWER CO.	ELECTRIC - STREET LIGHTING	962.98
09/23/2023	GEN	6669	AP UBREFUND	Southerland, Kathy	UB refund for account: 03-218	80.00
09/23/2023	GEN	6670	AP MISC	STATE OF MICHIGAN #38-6000134	DRY GAS CANISTER	110.00
09/23/2023	GEN	6671	AP 685	VERIZON WIRELESS	MOBILE PHONE   TABLETS	334.72
09/29/2023	GEN	6672	PR 60	ROWLISON, ERIC	Included in PayRoll	
09/01/2023			PR	PAYROLL TOTAL - COUNCIL		24,895.07
09/15/2023			PR	PAYROLL TOTAL		48,727.71
9/30/2023			PR	PAYROLL TOTAL		38,705.96

(1 Check Voided)

Total of 142 Disbursements:

187,652.37





michigan municipal league

MICHIGAN MUNICIPAL LEAGUE  
MEMBERSHIP RENEWAL INVOICE

2023 - 2024

**Lawton**

ID: 277

Date: 10/01/2023

Membership Period: 12/01/2023 - 11/30/2024

	<u>Current Balance</u>
* MML Dues	1,587.00
** Legal Defense Fund	159.00
	<hr/>
	\$1,746.00

**Total Due by December 01, 2023:  
\$1,746.00**

**Please sign, date and return one invoice copy with your payment.**

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\* MML dues include annual subscriptions to *The Review* for your officials at \$12.00 per subscription, which is 50% of the regular subscription rate.

\*\* The Legal Defense Fund is an optional charge. The purpose of the Fund is to provide specialized legal assistance to member municipalities in cases that have significant statewide impact.

**See what the League can do for you by visiting [www.mml.org](http://www.mml.org)**

Michigan Municipal League  
P.O. Box 7409  
Ann Arbor, MI 48107-7409  
800-653-2483

Good morning Lisa,

We have exciting news to share! EGLE has notified us that you will be awarded a **Source Water Protection Grant** for the 2023-2024 grant year! EGLE anticipates sending out grant contracts with specifics within the next 4 to 6 weeks.

In the meantime, here are next steps you can take:

1. The first quarter meeting will need to take place **between now and December 31, 2023**. If you have not done so already, please send us email addresses for the Wellhead Protection Team members so we can coordinate this meeting.
2. Let us know of any meeting preferences you have (for example, dates to avoid, preference for virtual or in-person, etc.).
3. When you receive the EGLE grant contract, send it to us for review. EGLE will need the contract to be signed and returned.

We are in regular contact with EGLE grant staff and will keep you updated if we hear anything new.

Please do not hesitate to contact us with any questions. Thank you!

Katie

**Katie S. H. Strohauer**

Project Manager/Associate

**FLEIS & VANDENBRINK**

DESIGN. BUILD. OPERATE.

O: 269.385.0011

C: 269.910.1112

[4798 Campus Drive, Kalamazoo, MI 49008](#)



[www.fveng.com](http://www.fveng.com)





# VILLAGE OF LAWTON

## MUNICIPAL OFFICES

125 South Main Street | PO Box 367 | Lawton, Michigan 49065

Phone 269.624.6407 | [www.lawtonmi.org](http://www.lawtonmi.org)

October 10, 2023

Michigan Department of Agriculture and Rural Development  
525 W Allegan St  
Lansing, MI 48933

### **LETTER OF SUPPORT** Rural Readiness Grant Application for Grant Capacity Building Collaborative

Dear Rural Readiness Grant Review Team:

First of all, THANK YOU for enabling Michigan's rural communities to seek funding opportunities in capacity building, development readiness/planning, and community collaboration and engagement. Small communities often struggle to facilitate these efforts in order to implement valuable transformation, and it is our hope that this funding will enable this endeavor across rural Michigan! The Village of Lawton is a small community searching for ways to grow. Our Taxable Value has fallen below our 2012 Taxable Value. Very little new construction has taken place within the Village in the last decade. Several years ago, Council made it a priority to rejuvenate our community. Leveraging grant funding has allowed us to invest more into planning and implementation of our priority projects including economic development, housing, infrastructure improvements, sustainability, energy, and improving public health.

The goal of this project is to add grant writing capacity and skills to seven rural communities that are partnering on this proposal. Each of these local government partners have identified building their staff capacity for grant writing as a priority to leverage additional funding to assist with their community goals. To accomplish this goal, we will contract with an experienced grant writer to work with each community to locate relevant grant opportunities and write successful proposals. This grant writer will work with our communities individually to provide feedback, and help develop and refine at least one grant application. To encourage more collaboration, we will request that at least one group meeting or training is hosted per quarter. Hiring a grant trainer will give personalized support, and joining together will bring efficiency. This project will meet the grant goal of Rural Capacity Building through the training of local government staff in grant writing so they can go forward to successfully identify and apply for funding. In order to ensure long-term capacity, each participating municipality will keep organized files of the curriculum and trainings to pass on to other staff in order to provide training for several members within their community.

This project will also meet the grant goal of Cross-sector Collaboration, with several rural municipalities from around the state working together on this project. It is our goal for the participants to attend the same in-person grant training to foster more collaboration with the quarterly meetings so participants can learn from one another, and find ways to continue working together. Each participating community will contribute at least \$2,000 in staff time to participate in trainings, and working with the grant writer.

The Village of Lawton greatly appreciates your consideration of support Rural Readiness Grant Application for Grant Capacity Building Collaborative. We are confident that this project will have a transformative impact on our community and contribute to the overall well-being of Van Buren County. Should you require any additional information or have any questions, please do not hesitate to contact me at 269.624.6407

Sincerely,

Josh Appleby  
Village President

**From:** [Lisa Imus](#)  
**To:** [Brittany Rathbun](#)  
**Subject:** FW: UPDATE: Van Buren Residential TMA/Housing Study  
**Date:** Wednesday, October 4, 2023 12:06:28 PM

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Please include under communications for Council Agenda

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**From:** Snoeyink, Sarah <snoeyinks@marketvanburen.org>  
**Sent:** Wednesday, October 4, 2023 12:05 PM  
**Cc:** Morris, Zachary <morrisz@marketvanburen.org>  
**Subject:** UPDATE: Van Buren Residential TMA/Housing Study

**This message was sent from outside your organization. Please proceed with caution.**

Good afternoon –

I am writing to share with you the exciting news that [Market Van Buren has been awarded a grant](#) from the Michigan Department of Rural Development to complete a residential Target Market Analysis for Van Buren County! Moreover, matching funds have been committed by Van Buren County in order to ensure that every municipality in Van Buren County has equal access to this data.

I am sharing this news with you because you provided a letter of support for this project. You helped make our grant application competitive, so we *thank you* for your time and effort in preparing a letter of support.

We have not yet received a grant contract, so the timeline for this project is still in development. We know for certain that this project will be a several-month process; we hope for delivery of a final TMA by early summer.

As the project is ongoing, we will share updates about our progress through a number of public avenues, including delivering updates to the Van Buren County Land Bank, Van Buren County Economic Development Corporation, County Supervisors Meetings, and more.

Thank you again for your support of this project – we are excited to get this project underway to support expanded housing development in Van Buren County!

Best,

Sarah

Sarah Snoeyink | Programs & Projects Manager | She/Her/Hers  
Market Van Buren | [MarketVanBuren.org](#)  
32849 Red Arrow Hwy #100, Paw Paw, MI 49079  
Phone: 269-215-4931



# Van Buren Conservation District

## September 2023 Program Update

Submitted by *Emily Hickmott, Deputy Administrator*

Our outdoor events are wrapping up for the year soon, and we continue to plan for next year's programs and events, complete grant reports, and apply for new grants. With our fiscal year transition in October, we have an additional announcement. As the VBCD team has grown, the Board of Directors has seen the need to add an Executive Director position, and I have been promoted to fill this position. Administrator, Kim Sinclair, will continue on in this capacity with a strong focus on financial management and growing and diversifying the funding sources of the VBCD. You can read the whole press release on our website.

<https://vanburencd.org/news/> If there is a service, information, or event that you're hoping to see from the District, please don't hesitate to reach out and share your ideas.

### Upcoming District Events:

- Recycling Collection - please encourage signing up for tires by October 12
  - Recycle Roundup Collections | October 14 Lawrence
  - <https://vanburencd.org/van-buren-county-recycling-collections/>
- Volunteer Opportunities
  - Trail Cleanup in Covert | September 29 | 12:30 PM - 2:30 PM | 269-633-9052
  - Stream Health Monitoring | October 1 | 1:00 PM - 5:00 PM | 269-633-9044

### Program Updates:

- **Ag Conservation/Water Quality Projects** (*Erin Fuller, Colleen Forestieri, Carlie Southland*) - The Van Buren Conservation District staff held an on-farm field Day on August 17 with over 60 attendees. Staff presented information on the MAEAP program, drainage water management and antimicrobial resistance. Attendees toured the farm to see and learn about benefits of cover crops and other conservation practices installed by the host, Stochierro Farms.
- **SWxSW Corner Cisma (Cooperative Invasive Species Management Area)** (*Abbie Bristol, Alex Florian, Jena Johnson, Caleigh Dahn*) - August was a busy month for the Cisma team. After receiving the contract for the US Forest Service GLRI grant, treatments and surveys for that grant were able to begin. The team also held hikes and paddles to help folks learn about invasive species on the land and in the water. Work has also begun on treatments for the Van Buren County Road Commission. Conversations with the Van Buren Drain Commissioner are underway regarding surveys and treatment options for Japanese knotweed and invasive Phragmites within county drains.
- **Michigan Agriculture Environmental Assurance Program (MAEAP)** (*Kyle Mead*) - August was a bit slower for farm appointments, assessments, and verifications but this is because the specialist was putting the final touches on and preparing for the MAEAP Field Day at Stochierro Farms. The Field Day was a success with many new farmers attending and filling out Phase 1 contact forms so that they can begin their work on a MAEAP Verification. The specialist has worked hard this year trying to get as close to 100% of the Re-Verifications done as possible while also looking for new Verifications. The MAEAP Tech Consistency training was a good day of networking with the other SW Technicians and training on how technicians can assess and report our work to the same standard.
- **National Association of Conservation Districts (NRCS) Technical Assistance** (*Lucas Hartman*) - Conservation Stewardship Program Enrolment completed for FY2023. 771 new acres engaging in enhanced conservation practices until 2027.



## Van Buren Conservation District September 2023 Program Update

*Submitted by Emily Hickmott, Deputy Administrator*

- **Natural Resource Conservation Service Technical Assistance** (*Gabe Francisco*) - An additional applicant was selected for funding bringing approximately another \$20,000 into the county for area farmers, bringing the yearly total that NRCS was able to help cost-share for area farmers well past the \$1.5 Million.
- **Outreach** (*Jacob Diljak*) - Many well-attended and impactful events happened in August: South Haven Farmers Market, MAEAP Field Day, Hike and Paddle with a Naturalist. Planning for upcoming publications and events saw significant progress in Tree Sale, annual report, and 2024 calendar.
- **Resource Recovery Recycling** (*Kalli Marshall, Jacob Diljak*) - In August, the team had a great time holding the 2023 Recycle Roundup Collection Event in South Haven. Tons of materials were collected at the event where 200 households were serviced. The quarterly report was presented to the Van Buren County Commissioners. Also presented was an opportunity to work with Southwest Michigan Planning Commission for the Materials Management Planning process for a multi-county materials management plan.



U.S. Department  
Of Transportation

**Federal Highway Administration**  
315 W. Allegan Street, Room 201  
Lansing, MI 48933

**Federal Transit Administration**  
200 W. Adams Street, Suite 320  
Chicago, IL 60606

**We want to hear from you!**  
**Tell us your thoughts on the transportation planning process in the Kalamazoo Area**  
**as part of the Transportation Planning Federal Certification Review**

Your input is requested! An opportunity is available to comment on the transportation planning process in the Kalamazoo County Region. This is part of a review that will assess compliance with federal regulations pertaining to the transportation planning process conducted by the Kalamazoo Area Transportation Study (KATS), the Michigan Department of Transportation, public transportation providers, and local and regional units of government in the area. We look forward to hearing from you!

Written comments will be accepted until October 27, 2023. KATS, in conjunction with MDOT and public transit providers, will be presenting an overview of the transportation process in two virtual meetings that will be held from 1:00- 4:00 pm on October 11<sup>th</sup> ([meeting link](#)) and October 12<sup>th</sup> ([meeting link](#)). There will also be opportunity to comment at the [KATS Technical Committee](#) meeting on October 12<sup>th</sup> at 9:30 am. More information about these meetings is forthcoming and will be available on the KATS website ([katsmpo.org](http://katsmpo.org)), so stay tuned!

Address comments to:

Andrew Sibold  
Federal Highway Administration, Michigan Division  
315 West Allegan Street, Room 201  
Lansing, MI 48933  
e-mail: [andrew.sibold@dot.gov](mailto:andrew.sibold@dot.gov)

-or-

Christina Nicholaides  
Federal Highway Administration, Michigan Division  
315 West Allegan Street, Room 201  
Lansing, MI 48933  
e-mail: [c.nicholaides@dot.gov](mailto:c.nicholaides@dot.gov)

-or-

Kathleen Russell  
Federal Transit Administration, Region V  
200 West Adams Street, Suite 320  
Chicago, IL 60606  
e-mail: [kathleen.russell@dot.gov](mailto:kathleen.russell@dot.gov)

**VILLAGE OF LAWTON  
PUBLIC HEARING NOTICE  
ESTABLISHMENT OF PLANT REHABILITATION DISTRICT  
OCTOBER 10, 2023 AT 7:00 PM**

PUBLIC NOTICE IS HEREBY GIVEN that the Lawton Village Council will hold a public hearing on October 10, 2023 at 7:00 p.m. regarding a request for the establishment of a Plant Rehabilitation District pursuant to the provisions of Act 198 of the Public Acts of Michigan of 1974, as amended (“Act 198”).

Following the public hearing, the Village Council may consider a resolution to establish the requested Plant Rehabilitation District under the terms of Act 198. Written comments may be submitted to the Village office, to the attention of the Village Manager, at the above-stated address, up to the time of the public hearing. Those who are unable to attend in person are encouraged to submit written comments to the Village Manager at [ImusL@LawtonMI.org](mailto:ImusL@LawtonMI.org) or the below-mentioned address. Written comments may be submitted up to the time of the public hearing.

The Village will provide necessary, reasonable auxiliary aids and services to individuals with disabilities at the meeting upon four (4) business days’ notice to the Village Clerk. This notice is posted in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended (MCL 41.72a (2)(3)) and the Americans with Disabilities Act.

A copy of this notice is on file at Lawton Village Hall, located at 125 S. Main Street, PO Box 367, Lawton MI 49065, ph. 269.624.640 [www.lawtonmi.org](http://www.lawtonmi.org)

Brittany Rathbun, Village Clerk

Published: September 14, 2023

41029703.1/095524.00036



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

**RESOLUTION NO. 14-2023**

**ESTABLISHMENT OF VILLAGE OF LAWTON PLANT REHABILITATION  
DISTRICT (“LAWTON PRD 2022”) FOR WELCH FOODS INC.**

At a regular meeting of the Lawton Village Council, held at Lawton Village Hall, 125 S Main Street in Lawton, Michigan, on this 10<sup>th</sup> day of October, 2023 at 7:00 p.m.

PRESENT:

ABSENT:

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

**RESOLUTION**

**WHEREAS**, pursuant to PA 198 of 1974, as amended, this Village Council has the authority to establish “Plant Rehabilitation Districts” within the Village of Lawton; and

**WHEREAS**, Welch Foods Inc. (“Welch”) has petitioned this Village Council to establish a Plant Rehabilitation District on its property located in the Village of Lawton hereinafter described; and

**WHEREAS**, at the time of Welch’s petition to establish the Lawton Plant Rehabilitation District (“Lawton PRD 2022”), construction, acquisition, alteration, or installation of a proposed facility had not commenced; and

**WHEREAS**, written notice has been given by mail to all owners of real property located within the district, and to the public by a public posting of the hearing on the establishment of the proposed district; and

**WHEREAS**, on October 10, 2023, a public hearing was held at which all owners of real property within the proposed Lawton PRD 2022 and all residents and taxpayers of the Village of Lawton were afforded an opportunity to be heard thereon; and

**WHEREAS**, the Village Council deems it to be in the public interest of the Village of Lawton to establish the Lawton PRD 2022 as proposed; and

**WHEREAS**, The Village Council hereby establishes the Lawton Plant Rehabilitation District is in accordance with MCL 207.554 and finds that the property comprising not less than 50% of the state equalized valuation of the industrial property within the district is obsolete.

**NOW, THEREFORE, BE IT RESOLVED BY** the Village Council of the Village of Lawton that the following described parcel of land situated in the Village of Lawton, Van Buren County, and State of Michigan, to wit:

THAT PART OF SEC 32 LYING WLY OF MAIN STREET, SLY OF WHITE OAK ROAD ELY OF WALKER STREET AND NLY OF RR ROW. ALSO LOTS 13,14 & 15 OF BLOCK 2 OF THE FURNACE ADD. BEING ALL OF BLOCK 1 OF FURNACE ADD, ALL OF HIGHT'S ADD, VACATED SEWARD STREET AND UNPLATTED LAND. COMBINATION OF: 80-45-300-001-00, 80-45-300-003-00, 80-45-300-005-00, 80-45-300-006-00, 80-45-300-007-00, 80-45-300-008-00, 80-45-300-014-00, 80-45-300-015-00, 80-45-300-016-00, 80-45-400-001-00, 80-45-700-084-00, 80-45-700-085-00 AND 80-45-700-085-10.

is established as a Plant Rehabilitation District pursuant to the provisions of PA 198 of 1974, as amended, to be known as Lawton Plant Rehabilitation District No. 23.

**THIS RESOLUTION** is hereby \_\_\_\_\_ by roll call vote:

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2023

**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 October 10,2023, in compliance with the Open Meetings Act, Act. No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

**VILLAGE OF LAWTON**

BY: \_\_\_\_\_  
Brittany Rathbun, Village Clerk

**VILLAGE OF LAWTON**  
**PUBLIC HEARING NOTICE – INDUSTRIAL FACILITIES TAX EXEMPTION**  
**OCTOBER 10, 2023 AT 7:00 PM**

PUBLIC NOTICE IS HEREBY GIVEN that the Lawton Village Council will hold a public hearing on Tuesday, October 10, 2023 at 7:00 p.m. regarding a request from Welch Foods Inc. for an Industrial Facilities Tax (IFT) Exemption under the provisions of Act 198 of the Public Acts of Michigan of 1974, as amended (“Act 198”), for certain real and/or personal property located at 400 Walker Street (Parcel No. 80-45-700-084-01).

Following the public hearing, the Village Council may consider a resolution to approve the Industrial Facilities Tax Exemption within a plant rehabilitation district under the terms of Act 198. Written comments may be submitted to the Village office, to the attention of the Village Manager, at the above-stated address, up to the time of the public hearing. Those who are unable to attend in person are encouraged to submit written comments to the Village Manager at [ImusL@LawtonMI.org](mailto:ImusL@LawtonMI.org) or the below-mentioned address. Written comments may be submitted up to the time of the public hearing.

The Village will provide necessary, reasonable auxiliary aids and services to individuals with disabilities at the meeting upon four (4) business days’ notice to the Village Clerk. This notice is posted in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended (MCL 41.72a (2)(3)) and the Americans with Disabilities Act.

A copy of this notice is on file at Lawton Village Hall, located at 125 S. Main Street, PO Box 367, Lawton MI 49065, ph. 269.624.6407 [www.lawtonmi.org](http://www.lawtonmi.org)

Brittany Rathbun, Village Clerk

Published: September 14, 2023

41029725.1/095524.00036

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

**RESOLUTION NO. 15-2023**

**APPROVAL OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE  
FOR WELCH FOODS INC.**

At a regular meeting of the Lawton Village Council, held at Lawton Village Hall, 125 S Main Street in Lawton, Michigan, on this 10<sup>th</sup> day of October, 2023 at 7:00 p.m.

PRESENT:

ABSENT:

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

**RESOLUTION**

**WHEREAS**, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on October 10, 2023, this Village Council by resolution established the Lawton Plant Rehabilitation District (“Lawton PRD 2022”); and

**WHEREAS**, Welch Foods Inc. (“Welch”) has filed an application for an Industrial Facilities Exemption Certificate with respect to facility improvements and equipment to be constructed, acquired and installed within the Lawton PRD 2022; and

**WHEREAS**, before acting on said application, the Village held a hearing on October 10, 2023, at the Village Council Meeting at 125 S. Main Street, Lawton, MI at 7:00 pm, at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

**WHEREAS**, construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before April 12, 2022, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

**WHEREAS**, completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the Village of Lawton, Michigan; and

**WHEREAS**, Welch’s has substantially met all the requirements under Public Act 198 of 1974 for the amendment of Industrial Facilities Exemption Certificate; and

**WHEREAS**, the aggregate SEV of real and personal property exempt from ad valorem taxes within the Village of Lawton, after granting this certificate, will not exceed 5% of an

amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED BY the Village Council of the Village of Lawton, Michigan that:

1. The Village Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, 1974 and Act No. 255 of the Public Acts of 1978 shall not have the effect of substantially impeding the operation of the Village, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the Village of Lawton, Michigan.

2. The application from Welch for an Industrial Facilities Exemption Certificate, with respect to a Rehabilitation Facility on the following described parcel of real property is situated within the Plant Rehabilitation District, to wit:

THAT PART OF SEC 32 LYING WLY OF MAIN STREET, SLY OF WHITE OAK ROAD ELY OF WALKER STREET AND NLY OF RR ROW. ALSO LOTS 13,14 & 15 OF BLOCK 2 OF THE FURNACE ADD. BEING ALL OF BLOCK 1 OF FURNACE ADD, ALL OF HIGHT'S ADD, VACATED SEWARD STREET AND UNPLATTED LAND. COMBINATION OF: 80-45-300-001-00, 80-45-300-003-00, 80-45-300-005-00, 80-45-300-006-00, 80-45-300-007-00, 80-45-300-008-00, 80-45-300-014-00, 80-45-300-015-00, 80-45-300-016-00, 80-45-400-001-00, 80-45-700-084-00, 80-45-700-085-00 AND 80-45-700-085-10.

be and the same is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of 12 years after completion.

**THIS RESOLUTION** is hereby \_\_\_\_\_ by roll call vote:

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2023

**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 October 10, 2023, in compliance with the Open Meetings Act, Act. No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

**VILLAGE OF LAWTON**

BY: \_\_\_\_\_  
Brittany Rathbun, Village Clerk

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**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Grant Williams	13b. Telephone Number 517.605.2626	13c. Fax Number 248.879.2001	13d. E-mail Address williamsg@millercafield
14a. Name of Contact Person same	14b. Telephone Number same	14c. Fax Number same	14d. E-mail Address same
▶ 15a. Name of Company Officer (No Authorized Agents) Matthew Aufman			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number None	15d. Date
▶ 15e. Mailing Address (Street, City, State, ZIP Code) Welch's 300 Baker Avenue, Suite 101 Concord, MA 01742		15f. Telephone Number (978) 371-1000	15g. E-mail Address maufman@welchs.com

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit  <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:  <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. School Code	
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

**Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.**

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

**For faster service, email the completed application and additional required documentation to PTE@michigan.gov.**

**An additional submission option is to mail the completed application and required documents to:**

**Michigan Department of Treasury  
State Tax Commission  
PO Box 30471  
Lansing, MI 48909**

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

**Application for Industrial Facilities Tax Exemption Certificate  
Exhibit A**

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**1. Legal Description (Used by Assessing Department)**

989 32-3-13

THAT PART OF SEC 32 LYING WLY OF MAIN STREET, SLY OF WHITE OAK ROAD ELY OF WALKER STREET AND NLY OF RR ROW. ALSO LOTS 13,14 & 15 OF BLOCK 2 OF THE FURNACE ADD. BEING ALL OF BLOCK 1 OF FURNACE ADD, ALL OF HIGHT'S ADD, VACATED SEWARD STREET AND UNPLATTED LAND. COMBINATION OF: 80-45-300-001-00, 80-45-300-003-00, 80-45-300-005-00, 80-45-300-006-00, 80-45-300-007-00, 80-45-300-008-00, 80-45-300-014-00, 80-45-300-015-00, 80-45-300-016-00, 80-45-400-001-00, 80-45-700-084-00, 80-45-700-085-00 AND 80-45-700-085-10.

**2. Equipment List**

Not Applicable as Equipment will not be a part of the IFT, but will be Eligible Manufacturing Personal Property.

**3. Real Property Requirements**

Not applicable as no construction has started.

**4. Lease**

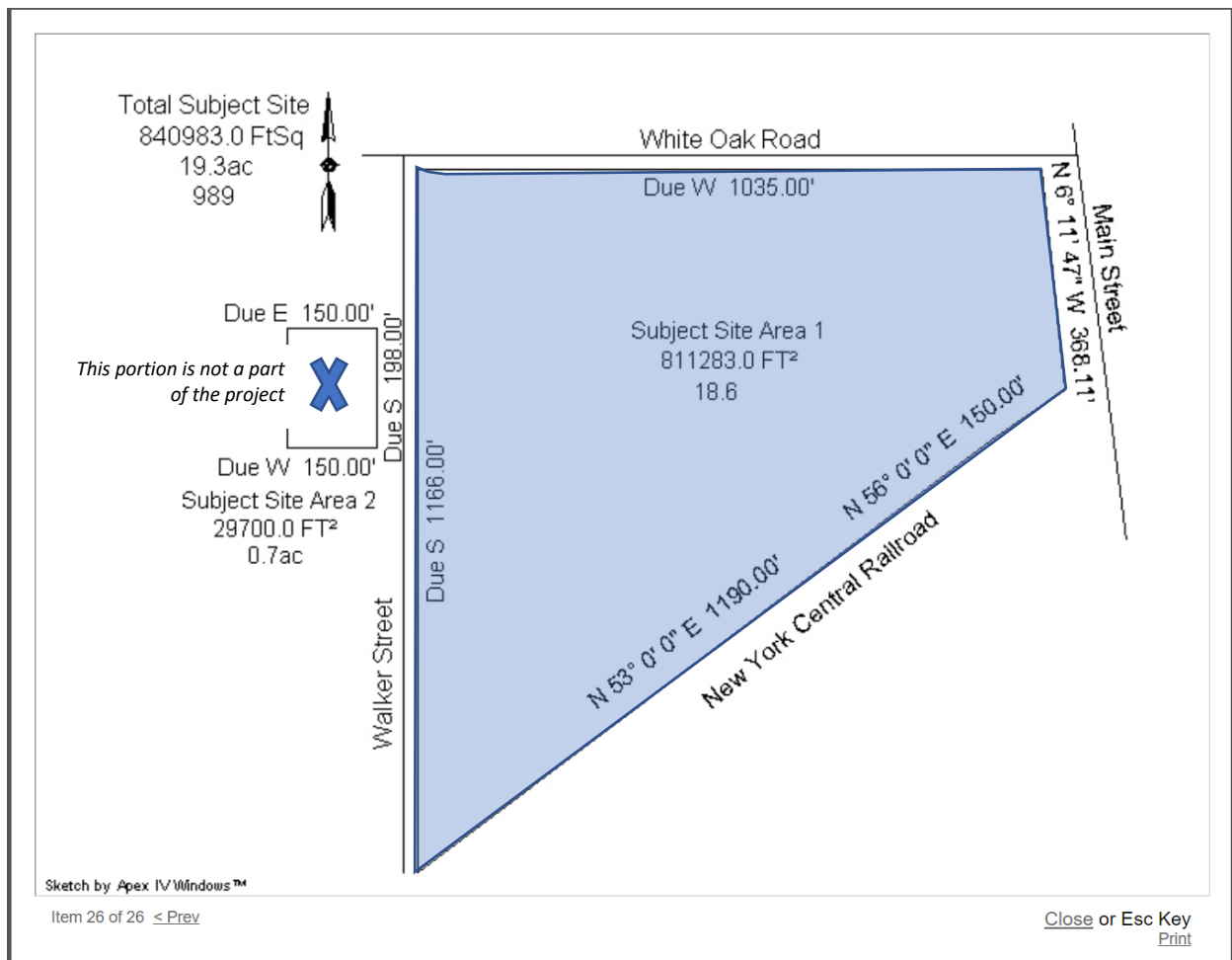
Not applicable as the property is owned

## Schedule 5

The application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility.

General Description of the Facility:  
Beverage Production Facility  
Tax Parcel ID: 80-45-700-084-01

<https://bsaonline.com/SiteSearch/SiteSearchDetails?SearchFocus=All+Records&SearchCategory=Name&SearchText=welch+foods+inc.&uid=310&SearchOrigin=0&PageIndex=1&ReferenceKey=80-45-700-084-01&ReferenceType=0&SortBy=&RecordKeyDisplayString=80-45-700-084-01&RecordKey=80-45-700-084-01&RecordKeyType=0>



The Lawton plant was originally established in the first half of the 20<sup>th</sup> Century, and the current constructed plant has undergone various expansions and renovations over the year. Over 10 years ago, the company limited its operations at the plant and the portions in the facility where production continued

was significantly reduced. Since that time with changes in technology, production processes and design, lack of modern construction and other factors have created an obsolescence within the facility, and in order to bring in the single serve production operations, the facility will require significant updates and renovations. Renovations for Project Impact will mainly take place within approximately 80,000 s/f of the facility and current estimates for the renovations exceed \$14 million.

**Personal Property: Not Applicable:**

An additional \$13.4 million will be invested in manufacturing equipment, machinery and trade fixtures. However, Welch's is not requesting the IFT cover this personal property as it will generally be Eligible Manufacturing Personal Property.

# ANTWERP TOWNSHIP

24821 FRONT AVENUE

MATTAWAN, MI 49071-9598

Phone: 269.668.2615

Fax: 269.668.5233

www.antwerptownship.com

## CERTIFICATION OF FUNCTIONAL OBSOLESCENCE

**Parcel number: 80-45-700-084-01**

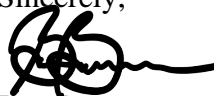
**Address: 400 Walker St. Lawton, MI 49065**

**Owner: Welch Foods INC.**

Welch's Michigan production facility is located at 400 Walker Street, Lawton, Michigan ("Plant"). The Lawton Plant was originally established in the first half of the 20th Century, and the currently constructed plant has undergone various expansions and renovations over the years. Since 2011, Welch's has limited its operations at the Plant. The footprint within the Plant where production continued to occur was significantly reduced.

With the passage of time, many areas within the facility are now impaired as a result of the changes in technology, production processes and design, lack of modern construction and other factors making those portions of the property less desirable and valuable for continued use for modern bottling operations. These include the following areas which Welch's has designated for future Project Impact operations: wet packaging area, dry packaging area, utility rooms, key storage areas, areas for ingredient stage operations and areas for multi-packing operations. All of these areas require significant renovations and investment in order to receive the certification required under the applicable GMP standards for food manufacturing including fruit spreads and beverage production. Further, given the age and current condition of portions of the Plant, the Plant requires extensive renovation and modernization to enable production to meet the contemporary demand for single serve beverages. All these factors lead to and support the opinion of this assessor that the Plant suffers in excess of 50% functional obsolescence.

Sincerely,



02.10.2022

Ben Brousseau

MAAO, MCPPE

Antwerp Township Assessor

**INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT (“Agreement”), by and between the Village of Lawton (“Village”), a Michigan municipal corporation, with an office at 125 S. Main Street, Lawton, Michigan 49065, and Welch Foods, Inc., a Cooperative (“Applicant”), a Michigan Corporation, with an office at 300 Baker Avenue, Suite 101, Concord, Massachusetts 01742 is made this 12<sup>th</sup> day of April, 2022.

WITNESSETH:

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq. (“Act”), (1) provides for the establishment of plant rehabilitation and industrial development districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for facility owners or lessees in a qualified district, and (3) allows local governmental units to levy and collect a specific tax from owners or lessees of certain qualified facilities, among other provisions; and

WHEREAS, Applicant has submitted an Application for Industrial Facilities Tax Exemption Certificate (“Application”) for the facility and equipment located within the Village, commonly known as 400 Walker Street (“Property”). A copy of the Application is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, after a duly noticed public hearing held on April 12, 2022, this Village Council by resolution established the Village of Lawton Plant Rehabilitation District (“Lawton PRD 2022”) and the Property is located in such district; and

WHEREAS, the Applicant shall complete a Restoration, Replacement, or Construction program that creates a New Facility on the Property within the meaning of the Act and the Applicant shall hire and retain a certain amount of full-time employees within the Village during the term of the Industrial Facilities Exemption Certificate (“IFE Certificate”); and

WHEREAS, the Village has approved the Application by adopting a resolution granting the IFE Certificate, pending approval by the Michigan State Tax Commission (“Commission”). A copy of the Village resolution approving the IFE Certificate application is attached hereto as Exhibit B and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.
  - a. Unless earlier revoked as provided for in Section 15 of the Act, being MCL 207.565, or as provided for in this Agreement, the IFE certificate

term and the term of this Agreement shall be a period of twelve (12) years from the completion of the New Facility.

- b. The Applicant will complete a Restoration, Replacement, or Construction of a New Facility on the Property as defined in the Act and as set forth in the Application by July 31, 2022.
- c. The Applicant shall retain 82 current full time employee positions and create, or cause to be created, at least an additional fifty seven (57) full time employee positions at the Property within two (2) years of completion of the Restoration, Replacement, or Construction of a New Facility on the Property.
- d. For purposes of this Agreement, a “full-time employee” shall include a person: who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis, for a minimum period of forty (40) hours a week. Affiliates may include Applicant’s tenants that lease space at the Property.

2. Applicant Representations and Commitments.

In compliance with the Act and intending to induce the Village to grant an IFE Certificate to the Applicant, the Applicant represents and agrees that:

- a. The Applicant is the owner of the Property, or is leasing the Property and has a signed lease with the Property owner, at the time of the Application.
- b. The Property is or will be used as “Industrial Property” as defined under the Act.
- c. The IFE Certificate is a material inducement to the Applicant to undertake the New Facility described in the Application.
- d. The Restoration, Replacement, or Construction of a New Facility on the Property did not start earlier than six (6) months before the Applicant filed the application.
- e. There are no delinquent taxes owed on the Property.
- f. The Applicant will pay any applicable taxes on the Property as they become due.
- g. The Restoration, Replacement, or Construction of a New Facility on the Property and the Applicant’s operation of the Property is in compliance with the Village Zoning Ordinance and Master Plan.

- h. Applicant agrees that in lieu of an Application fee, Applicant shall reimburse and pay to the Village the costs and fees incurred by the Village that result from, or are incurred so as to process, the Application, including but not limited to attorneys' fees, public notice mailing and postage costs and advertising fees. Such will be paid within 30 days of the Village sending a statement to the Applicant. Such fees and costs shall not exceed 2% of the total property costs abated.
- i. Consistent with MCL 207.561 Applicant acknowledges that an administrative fee may be imposed on the industrial facilities tax roll, calculated in the same manner and at the same rate that the local tax collecting unit imposes on ad valorem taxes collected under the general property tax act.
- j. Applicant agrees that to the extent that Applicant seeks any additional improvements to the Property which Applicant intends to be included or considered for abatement as part of the PRD 2022, Applicant shall inform the Village and present such improvements for Village review and approval through the standard abatement process.

3. Reporting by the Applicant to the Village.

Applicant agrees to provide the Village with sufficient information, which is subject to review and audit by the Village, in order to determine compliance with this Agreement. At a minimum, the Applicant shall provide the Village with the following during the IFE Certificate term:

- a. Upon request, the Applicant shall provide the Village with copies of all construction plans, building permits, and certificates of occupancy related to the Restoration, Replacement, or Construction of a New Facility on the Property as reasonably required to evidence the Applicant's investment in and completion of the New Facility. These documents, along with periodic site visits to the Property by the Village with reasonable notice to the Applicant will serve to establish whether the Applicant is making the Restoration, Replacement, or Construction of a New Facility on the Property as required by the Act and this Agreement.
- b. Commencing with the October 15 following the first year of the IFE Certificate term and for each year of the IFE Certificate term thereafter, Applicant will submit to the Village a certified status report ("Status Report") signed by an authorized officer of the Applicant. The Status Report shall set forth for the previous year: (1) the Restoration, Replacement, or Construction work completed towards a New Facility at the Property and the applicant's financial investment in the Property for that year and (2) the number of full-time employees at the Property for that year.



4. Revocation of the IFE Certificate and Termination Agreement.

This Agreement shall automatically terminate if the IFE Certificate automatically terminates pursuant to Section 13 of the Act, being MCL 207.563.

Furthermore, the Village may by resolution of the Village council request that the Commission revoke the IFE Certificate on any of the grounds provided for in Section 15(2) of the Act, being MCL 207.565, which includes a finding by the Village that the:

- a. Completion of the New Facility has not occurred within 2 (two) years of the effective date of the IFE Certificate, unless a greater time has been authorized by the Commission for good cause;
- b. Replacement, Restoration, or Construction of the New Facility has not occurred within 6 (six) years of the effective date of the IFE Certificate, unless a greater time has been authorized by the Commission for good cause; or
- c. Purposes for which the IFE Certificate was issued are not being fulfilled as a result of a failure of the holder to proceed in good faith with the replacement, restoration, or construction and operation of the New Facility in a manner consistent with the purposes of the Act and in the absence of circumstances that are beyond the control of the holder.

5. Payment of Exempted Taxes for Shortfall of Employment.

If after two (2) years of completion of the Restoration, Replacement, or Construction of a New Facility on the Property the average number of full-time employees at the Property for any given year is less than the number of full-time employees set forth in section 1.c. above, the Applicant agrees to pay the Village, in addition to the Industrial Facilities Tax due under the IFE Certificate on the Property, an amount equal to the difference between the amount of ad valorem tax otherwise due on the Property without the IFE Certificate, and the amount of Industrial Facilities Tax due on the Property under the IFE Certificate, for that given year, multiplied by a fraction, the numerator of which is the shortfall in the number of full-time employees indicated in the status Report, and the denominator of which is the total number of full-time employees set forth in Section 1.c. above. Prior to taking any action to require the Applicant to pay the amount to the Village in addition to the Industrial Facilities Tax pursuant to this Section, the Village will afford the Applicant an opportunity to present at a public hearing reasons for the employment shortfall.

In the event that the Applicant fails to report the number of full-time employees at the Property for a given year in either the Status Report by October 15, as set forth in section 3.b., the Village shall provide written notice to the Applicant that the number of full-time employees at the Property has not been reported. If the Applicant does not report the number of full-time employees at the Property within thirty (30) days of receipt of such notice, the number of full-time employees at the Property for purposes of this Section shall be deemed zero (0).

6. Notice to the Village of Discontinuance of Operations.

If during the term of the IFE Certificate the Applicant discontinues operations at the Property, the Applicant will take affirmative steps to provide thirty (30) days prior written notice of such shutdown of operations to the Village Manager.

In the event that Applicant relocates, closes the New Facility at the Property, or discontinues operations, the Applicant shall pay to the affected taxing units an amount equal to the taxes Applicant would have paid had the IFE Certificate not been in effect.

7. Reservation of Remedies.

Furthermore, pursuant to Section 22 of the Act, being MCL 207.572, the IFE Certificate is revoked if the eligible next Michigan business is determined to be in violation of the provisions of the written agreement, and the eligible next Michigan business may be required to repay all or part of the benefits received under the Act if the eligible next Michigan business is determined to be in violation of the provisions of the written agreement.

Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order, or otherwise shall not invalidate any of the other provisions of this Agreement.

The Village and the Applicant agree that the provisions of this Agreement are for the sole benefit of the Village and the Applicant. Nothing in this Agreement shall be deemed to create any right in a person not a party hereto and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party. This Agreement is not intended, nor shall it be deemed or construed to, amend, alter, or affect any labor agreement to which the Applicant is a party.

8. Force Majeure.

After the completion of construction of the New Facility, the Applicant shall not be considered to be a default under this Agreement as a result of any force majeure event that is beyond the reasonable control of the Applicant, including, severe and unusual weather, acts of God, war, explosion, riot, acts of civil

disobedience or sabotage, strikes or work stoppages, or natural disaster catastrophe. For purposes of this Agreement, the COVID 19 pandemic is not considered a force majeure event.

9. Transfer.

The IFE Certificate may be transferred and assigned by the Applicant to a new owner of the Property if the Village, in its sole discretion, approves the transfer of the IFE Certificate after application by the new owner, for purposes of this section, a transfer of the Property shall include any sale of the property or lease of more than fifty percent (50%) of the total usable space of the Property for a period longer than five (5) years.

10. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Village and the applicant, by and through its officers and representatives, have executed this Agreement as follows:

APPLICANT:  
WELCH FOODS, INC., a COOPERATIVE

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

VILLAGE OF LAWTON:

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

**THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE IS APPROVED BY THE MICHIGAN STATE TAX COMMISSION**

4882-1982-3898 v1 [94618-1]



## Service Agreement

This Service Agreement is made between Silversmith, Inc. a Michigan corporation dba Silversmith Data ("SSD"), and The Village of Lawton, MI ("Client"), collectively "Parties."

Client wishes to hire SSD to perform certain services as contained in Paragraph 1 below. This Agreement defines the relationship between SSD and Client, and the Parties agree that the consideration contemplated herein is good and sufficient.

City, Village, or Township Name:	<u>The Village of Lawton, MI</u>	Proposal	<u>11087</u>
Population:	<u>1,854</u>		
Initial Setup Cost:	<u>\$3,412</u>		
Annual Recurring Fee:	<u>\$1,436</u>		

As a service, you can purchase through us GPS survey equipment tied directly to our system for instant asset location input into our system. It also allows users to precisely locate assets.

<u>0</u> GPS Marking Device	<u>Not Applicable</u>
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*\*Cellular service will be billed in advance on a recurring annual basis (currently \$600 per tablet, per year)*

**Package Customization** can be added at any time and may include additional tablets, GPS devices, Water Treatment Facilities and Waste Water Plants. These additional products can be quoted upon request in addition to our base package by Silversmith.

**Responsibilities** - We provide the framework for data collection including suggested fields. In no way do we imply nor have responsibility for the data, data input, data structure or fields involved in your programs. You are the experts in your fields/industries and, by signing this Agreement, take responsibility and liability for all information contained within the programs.

**Yearly Billing in Advance** - Billing is done on your contract anniversary, in advance. If absolutely necessary, we could make a **one-time move** of the contract anniversary date at the time of the initial purchase to better coincide with your budgeting.

Client initials \_\_\_\_\_

Initial Setup Cost:	\$3,412
<b>Total upfront cost:</b>	<b>\$3,412</b>
<b>Annual Hosting Fee</b>	<b>\$1,436 (each year on renewal date)</b>

1. SSD agrees to perform for Client the services described in this Agreement, which consist of providing the software and data service for the collection and maintenance of Client's data, marking the GPS coordinates of specified Client fire hydrants (if Client has selected this service), and maintaining Client's data on SSD's server or other third party data service.
2. All fees for services provided pursuant to this Agreement are non-refundable (except as set forth in Section 13 below). Invoices issued by SSD to Client are due upon receipt. If Client fails to pay within 30 days of the invoice date, Client agrees to pay interest at 1% per month on all overdue amounts.
3. Notices shall be provided to, and communication shall occur between:

**Silversmith Data**

**The Village of Lawton, MI**

Tim Bresnahan

Tbresnahan@silversmithinc.com

989.390.6037

Each individual listed above shall be authorized to make binding decisions on behalf of the Party for whom he or she is listed.

4. SSD is an independent contractor of Client, and nothing contained in this Agreement shall be construed to create an employer-employee, partner, or joint venture relationship between the Parties.
5. SSD is providing services pursuant to this Agreement on an "as is" basis. In addition, Client acknowledges that SSD's sole responsibility with respect to any hardware provided by SSD to Client pursuant to this Agreement shall be to pass through the warranty, if any, provided by the manufacturer of such hardware, but SSD makes no representation as to the existence, scope, or availability of any such manufacturer's warranty. SSD HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER BY STATUTE, COMMON LAW, OR OTHERWISE, AS TO ANY MATTER RELATING TO THE SERVICES OR THIS AGREEMENT,

INCLUDING (WITHOUT LIMITATION) PERFORMANCE, RESULTS, SECURITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AVAILABILITY OF DATA. SSD has no responsibility or liability for cellular service that may be provided to Client.

6. Notwithstanding anything to the contrary in this Agreement, Client's sole and exclusive remedy for any breach of this Agreement by SSD, or any claim arising out of or otherwise relating to this Agreement, shall be limited to reimbursement by SSD of the aggregate dollar amount Client actually paid to SSD pursuant to this Agreement. Under no circumstances shall SSD be liable for any other damages, costs, expenses, or claims of any kind relating to this Agreement.
7. Client agrees to hold harmless, defend, and fully indemnify SSD, its affiliates, and their respective employees, agents, and subcontractors from and against any and all costs, expenses, losses, claims, actions, and damages of any kind (including reasonable attorney fees) arising out of any actual or threatened third party claim (advanced by a person or entity other than SSD or Client) that arises from or is in any way related to either (a) SSD's performance (or alleged lack thereof) of this Agreement, and/or (b) the use, storage, access to, or dissemination of Client's data.
8. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
9. This Agreement contains the entire agreement of the Parties, and any and all prior and contemporaneous agreements, representations, and/or promises between the Parties relating to the subject matter of this Agreement are superseded in their entirety by this Agreement. This Agreement may only be modified by a written instrument signed by an authorized representative of each Party.
10. This Agreement is governed by the laws of the State of Michigan and any disputes arising out of this Agreement shall be litigated in the Otsego County, Michigan. All Parties to this Agreement consent to the jurisdiction of the State of Michigan.
11. This Agreement may be executed in counterparts both of which together will be deemed an original of this Agreement, and this Agreement may be signed in an electronic format.
12. Client agrees to comply with all technical specifications, policies and procedures, and other requirements that may be imposed by SSD from time to time with respect to Client's receipt of the services described in this Agreement.
13. This agreement shall renew annually on contract date. Either Party may terminate this Agreement upon written notice to the other Party with 30 days written notice. If SSD terminates this Agreement prior to a contract anniversary date, SSD shall refund to Client a prorated portion of the Annual Recurring Fees paid by Client for the contract year in which SSD terminates the Agreement.

By their signatures below, the Parties acknowledge that (i) they have had sufficient opportunity to, and have, carefully read each provision of this Agreement; (ii) they have had the opportunity to review the Agreement with legal counsel of their own choice; (iii) they understand each provision; (iv) they are not under any duress; (v) they are not relying upon any representations or promises that are not set forth in this Agreement; and (vi) they are freely and voluntarily signing this Agreement and intend to be bound by it as a solemn contractual undertaking.

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

The Village of Lawton, MI

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

Silversmith Inc. (DBA Silversmith Data)

By: \_\_\_\_\_  
Tim Bresnahan, Silversmith Data





September 18, 2023

Village of Lawton  
1225 South Main Street  
Lawton, MI 49065

Attention: Ms. Lisa Imus, Village Manager

**RE: PROPOSAL FOR ENGINEERING SERVICES – WHITE OAK ROAD IMPROVEMENTS PROJECT**

Dear Ms. Imus:

Wightman is a full-service consulting firm that exists to serve people and the communities we live in. Our dynamic team of over 180 professionals works to analyze, advise, design, and deliver successful projects in partnership with governments, businesses, and institutions in our communities. Becoming trusted advisors and true partners guides our actions.

**Section I – Project Goals**

It is our understanding the Village is slated to receive federal funding through the Small Urban Program administered through the Michigan Department of Transportation (MDOT) Local Agency Program (LAP) for White Oak Road from 32<sup>nd</sup> Street (Village Limits) to N. Main Street in fiscal year 2024. The project will involve crushing, shaping, and resurfacing the roadway between 32<sup>nd</sup> Street and Walker Street, and milling and resurfacing the existing roadway from Walker Street to N. Main Street. In addition, the road work includes pavement markings, signage, drainage improvements, driveway approaches, and restoration.

We understand the goals for this project are:

- Improve the driving surface on White Oak Road.
- Replace water services along the project area as needed.
- Explore extending water main to the western Village limits on White Oak Road.
- Replace the existing 4-inch force main and bypass valve on White Oak Road near N. Main Street.
- Maximize use of MDOT funds while leveraging project to complete non-participating water and sewer items efficiently to minimize disruption to residents and businesses.

**Section II – Scope of Services**

The following scope of services is proposed:

- Provide design and construction engineering services for the White Oak Improvements Project. The project scope includes the above aspects and will be further defined through meetings and discussions with Village staff.
- Design the roadway and other project aspects in accordance with MDOT and AASHTO.
- Complete design and all required bid documents for a September 2024 MDOT letting with construction anticipated in 2025. Entire project scope (including non-participating items) is assumed to be under one contract administered through the MDOT LAP process.

### 1) Topographic Survey

- a. Perform all necessary topographic surveys at the project location including, but not limited to, vertical road profile, horizontal road alignment, existing utilities, all features within the right-of-way (ROW), etc.
- b. Establish the existing road ROW.
- c. Following completion of the topographic survey, develop an AutoCAD Civil 3D file to be utilized for design of the proposed improvements.

### 2) Pavement / Soil Borings

- a. Completed seven borings at depths ranging from 5 – 8 ft spaced at approximately 500 ft along the project. Boring depth will depend on proposed work at the respective location (roadwork only, water main extension, ect.)

### 3) Design Engineering – Base Scope

- a. Kickoff Meeting
  - i. Wightman staff will conduct a kickoff meeting with Village staff to review scope of work, site constraints, proposed design, and schedule.
- b. Programming
  - i. Complete the MDOT Program Application required for LAP Projects.
- c. MDOT NEPA Clearance
  - i. Perform all work regarding the MDOT NEPA Clearance and complete Form 5323 for MDOT Submittal.
  - ii. Complete necessary Section 106 clearance (SHPO).
  - iii. Wightman intends to partner with Orbis Environmental Consulting to complete these tasks.
- d. Permitting
  - i. Prepare and submit a MDOT permit to work within their ROW.
  - ii. Prepare and submit a Van Buren County Road Commission permit to work within their ROW.
  - iii. Soil Erosion and Sedimentation Control (SESC) permit, as required.
- e. Preliminary Cost Estimate
  - i. Having obtained the necessary field information and approved scope of improvements, prepare a preliminary cost estimate for the proposed improvements for review by the Village.
- f. Grade Inspection Package
  - i. Prepare a set of preliminary plans for the site containing all information required by the Village and MDOT.
  - ii. Submit Grade Inspection Package, including preliminary plans, preliminary estimate, and special provisions to the Village for review and approval.
  - iii. Revise Grade Inspection Package per Village comments for submittal to MDOT.
- g. Grade Inspection Meeting
  - i. Attendance of Wightman project staff at the Grade Inspection Meeting.
- h. Final Package
  - i. Prepare a set of final plans for the site containing all detailed information required by the Village and MDOT to construct the proposed improvements.
  - ii. Submit Final Package, including final plans, final cost estimate in MERL format, and special provisions to the Village for review and approval.
  - iii. Revise Final Package per Village comments for submittal to MDOT.

- i. Utility Coordination
  - i. Coordinate with private utility owners.

#### **4) Design Engineering – Additional Scope**

- a. Water Main Design
  - i. Design water main extension from the existing termination location on White Oak Road to 32<sup>nd</sup> Street (western Village limits) in accordance with 10 State Standards.
  - ii. Incorporate design into above mentioned plans, estimate, and submittals.
  - iii. Inclusion of water service replacement work is included in “Design Engineering – Base Scope”.
- b. Sanitary Sewer Design
  - i. Design replacement of approximately 500 ft of existing 4-inch force main along White Oak Road from the Lift Station to the discharge manhole in N. Main Street. In addition, replace an existing bypass valve at the lift station / force main location.
  - ii. Incorporate design into above mentioned plans, estimate, and submittals.
- c. Permitting
  - i. Prepare and submit Michigan Department of Environment, Great Lakes & Energy (EGLE) Part 41 Permit for sanitary sewer, as required.
  - ii. Prepare and submit EGLE Part 399 Permit for water main.

#### **5) Construction Administration**

- a. Resident Project Representative (RPR)
  - i. Wightman will provide full-time on-site RPR(s) to monitor conformance to plans and specifications, test materials for acceptance, track quantities, document site activities, and all other information required by MDOT and other regulatory agencies.
  - ii. RPR will complete water service cards, measurements, and tie downs for underground utilities; oversee water main pressure testing, flushing and sampling, etc.
  - iii. RPR will be a certified stormwater operator and will provide soil erosion and sedimentation control (SESC) inspections in accordance with EGLE requirements.
- b. Materials Testing
  - i. Perform all aggregate, HMA, concrete, and density testing per MDOT requirements.
- c. Construction Staking
  - i. Provide construction staking for the location of temporary traffic control devices, removals, water main, sanitary sewer, roadway grades, sidewalk, and permanent signage, as needed.
- d. Contract Administration
  - i. Office Technician required by MDOT, processing of bi-weekly pay estimates and contract modifications, file review, and all other MDOT required documentation.
- e. Project Management
  - i. Wightman will be the main point of contact for all contractor coordination of site activities and will manage the project from start to completion. This may include by is not limited to:
    - 1. Drawing revisions
    - 2. Scheduling
    - 3. Contractor coordination
    - 4. Field vs. Plan conflict resolution
    - 5. Draft and revised Pay Estimates
    - 6. Budget and invoicing reviews

- 7. Contract Modifications
  - 8. SESC conformance
  - 9. Administration and oversight of permits
  - 10. Project closeout and final reviews.
- f. Meetings
- i. Prepare agendas, attend, and record minutes for a preconstruction meeting, as-needed progress meetings, punch-list, and final walk-through to confirm project completion.

### Section III - Fees

We propose to complete the above Scope of Services for the following fees. Reimbursable expenses are included in the fees below.

#### White Oak Improvements Project – Design Base Scope

1) Task I: Topographic Survey	\$9,050
2) Task II: Pavement / Soil Borings	2,200
3) Task III: Design Engineering – Base Scope	32,050
<b>TOTAL LUMP SUM FEE</b>	<b>\$43,300</b>

#### White Oak Improvements Project – Design Additional Scope

4) Task IV: Design Engineering – Additional Scope	\$8,500
<b>TOTAL LUMP SUM FEE</b>	<b>\$8,500</b>

#### White Oak Improvements Project - Construction

5) Task V: Construction Engineering	\$87,500
<b>TOTAL ESTIMATED T&amp;M FEE</b>	<b>\$87,500</b>

The above Construction Engineering fee is an estimated Time and Materials fee. The fee will vary depending on time and duration of construction, and project scope.

### Section IV – Schedule

We can begin work immediately upon project award. We proposed the following schedule for the above design services to achieve the September 2024 MDOT letting:

#### White Oak Improvements Project

a) Tentative Project Award	September 26, 2023
b) Completion of Topographic Survey	October 27, 2023
c) Kickoff Meeting	November 3, 2023
d) Grade Inspection Package Submitted to Village	March 1, 2023
e) Village Provides Review Comments	March 15, 2023
f) Grade Inspection Package Submitted to LAP	April 8, 2024
g) Grade Inspection Meeting	May 8, 2024
h) Final Documents Submitted to LAP	June 21, 2024
i) MDOT Letting	September 2024
j) Construction	Spring / Summer 2025

Ms. Lisa Imus, Village Manager

9/18/2023

Page 5

**Section V – Terms and Conditions**

Our standard terms and conditions are attached.

We are extremely excited by the opportunity to partner with you on this project. If our proposal is acceptable to you, please sign below to authorize us to begin work and return a copy to our office. If you have any questions, please feel free to contact me.

Very truly yours,



Paul Harvey, PE, Project Manager  
pharvey@gowightman.com  
269-760-5082



Matt Davis, PE LEED AP, President  
mdavis@gowightman.com  
269-449-6817

cc: Todd Hackenberg, Public Works Superintendent, thackenberg@lawtonmi.org

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

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

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

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

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

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



## Standard Terms and Conditions

Updated 7/6/2023

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 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 then-standard 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, error or omission, a required item or component of the project is not provided in the 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 and Consultant's subconsultants' 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. Below are Consultant's applicable hourly fees, which are subject to change at Consultant's sole discretion upon written notice to Client.\*

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

21. 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.

**PEERLESS-MIDWEST, INC.**

55860 Russell Industrial Parkway  
Mishawaka, IN 46545  
574-254-9050



**PEERLESS  
MIDWEST**  
An Employee Owned Company

Village of Lawton

ATTN: Todd Hackenberg

PO Box 367

Lawton, MI 49065

[hackenbergt@lawtonmi.gov](mailto:hackenbergt@lawtonmi.gov)

Our No: ALG-091523

Your No: \_\_\_\_\_

Date September 15, 2023

REFERENCE

**Well #4 Well Cleaning & Pump Overhaul**

QUANTITY	DESCRIPTION	PRICE
	Field crew to perform four (4) day well cleaning including all labor, equipment, and materials:	\$20,000.00
	Pump overhaul including labor to pull pump, set pump, shop & machinist labor to repair pump, material including normal wearing parts i.e. new bearings, sleeves, couplings, carbon steel lineshaft, motor repair but not limited to new bowl assembly: *Replacement of column pipe is not included in this number as it was replaced in 2018.	\$26,725.00
STATE SALES TAX, IF APPLICABLE, IS NOT INCLUDED		

TERMS NET-30

START Upon Authorization

COMPLETE \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_

TOTAL PRICE: \$46,725.00

PEERLESS-MIDWEST, INC.

BY Adam L. Gerstbauer  
Adam L. Gerstbauer





**Market Van Buren**  
32849 Red Arrow Hwy, Ste 100  
Paw Paw, MI 49079  
269.519.6142  
[morrisz@kinexus.org](mailto:morrisz@kinexus.org)  
[www.kinexus.org](http://www.kinexus.org)

10/03/2023

Village of Lawton  
PO BOX 367  
125 S Main Street  
Lawton, MI 49065

Ms. Imus,

Thank you for working with Market Van Buren. We have principal responsibilities for economic and community development throughout Van Buren county. We connect people, investments, and organizations with strategies and services that improve the quality of life and economic conditions in our region. Our staff focuses on developing strategies that will allow our communities to thrive by addressing needs related to workforce, community, and business development. We work collaboratively with regional organizations to maximize economic growth.

Market Van Buren is a not-for-profit 501(c)(3) organization in partnership with business, industry, community leaders, and elected officials in Michigan.

Your support of Market Van Buren helps us work toward achieving this mission. Once again, thank you for your contribution.

Sincerely,

A handwritten signature in black ink that reads "Zach Morris". The signature is fluid and cursive.

Zachary S. Morris  
Executive Director - Market Van Buren

Market Van Buren Tax Identification #: 84-3582323  
This service is valued at: \$1,210.15



**INVOICE: FEE FOR SERVICE**

**BILL TO:** Village of Lawton  
PO BOX 367  
125 S Main Street  
Lawton, MI 49065

**INVOICE:** MVB-8-09192023  
**DATE:** 10/03/2023  
**DUE DATE:** 11/03/2023

<b>Date</b>	<b>Description</b>	<b>Total</b>
10/03/2023	Economic Development Services for Village of Lawton. Services to be performed by Market Van Buren.	<b>\$1,210.15</b>

Please remit payment with a copy of this statement immediately to:

Market Van Buren  
Attention: Fiscal  
330 W. Main St, Suite 110  
Benton Harbor, MI 49022  
[invoices@kinexus.org](mailto:invoices@kinexus.org)

A not-for-profit Workforce Development organization  
Equal Opportunity Program/Employer

## Van Buren County 2023 Municipal Investment Structure

Unit	Taxable Value Contribution			Percapita Contribution			*Composite Rate
	Taxable Value	Rate	Amount	Population	Rate	Amount	
Almena Township	\$ 238,097,160	0.000015	\$ 3,571.46	5249	1	\$ 5,249.00	\$ 4,410.23
Antwerp Township	\$ 348,299,277	0.000015	\$ 5,224.49	13222	1	\$ 13,222.00	\$ 9,223.24
Arlington Township	\$ 81,206,685	0.000015	\$ 1,218.10	1667	1	\$ 1,667.00	\$ 1,442.55
Bangor Township	\$ 77,961,149	0.000015	\$ 1,169.42	2160	1	\$ 2,160.00	\$ 1,664.71
Bloomington Township	\$ 108,285,228	0.000015	\$ 1,624.28	2949	1	\$ 2,949.00	\$ 2,286.64
Columbia Township	\$ 109,461,859	0.000015	\$ 1,641.93	2555	1	\$ 2,555.00	\$ 2,098.46
Covert Township	\$ 547,284,726	0.000015	\$ 8,209.27	2537	1	\$ 2,537.00	\$ 5,373.14
Decatur Township	\$ 74,331,691	0.000015	\$ 1,114.98	3578	1	\$ 3,578.00	\$ 2,346.49
Geneva Township	\$ 122,525,750	0.000015	\$ 1,837.89	3419	1	\$ 3,419.00	\$ 2,628.44
Hamilton Township	\$ 70,977,822	0.000015	\$ 1,064.67	1466	1	\$ 1,466.00	\$ 1,265.33
Hartford Township	\$ 93,359,917	0.000015	\$ 1,400.40	3039	1	\$ 3,039.00	\$ 2,219.70
Keeler Township	\$ 185,084,470	0.000015	\$ 2,776.27	2112	1	\$ 2,112.00	\$ 2,444.13
Lawrence Township	\$ 122,580,058	0.000015	\$ 1,838.70	3288	1	\$ 3,288.00	\$ 2,563.35
Paw Paw Township	\$ 204,983,164	0.000015	\$ 3,074.75	6851	1	\$ 6,851.00	\$ 4,962.87
Pine Grove Township	\$ 116,967,236	0.000015	\$ 1,754.51	2967	1	\$ 2,967.00	\$ 2,360.75
Porter Township	\$ 172,437,242	0.000015	\$ 2,586.56	2535	1	\$ 2,535.00	\$ 2,560.78
South Haven Township	\$ 196,785,384	0.000015	\$ 2,951.78	4029	1	\$ 4,029.00	\$ 3,490.39
Waverly Township	\$ 85,763,726	0.000015	\$ 1,286.46	2292	1	\$ 2,292.00	\$ 1,789.23
Gobles City	\$ 15,399,480	0.00003	\$ 461.98	828	2	\$ 1,656.00	\$ 1,058.99
Hartford City	\$ 42,283,883	0.00003	\$ 1,268.52	2473	2	\$ 4,946.00	\$ 3,107.26
South Haven City	\$ 539,482,318	0.00003	\$ 16,184.47	4055	2	\$ 8,110.00	\$ 12,147.23
Bangor City	\$ 39,960,049	0.00003	\$ 1,198.80	2179	2	\$ 4,358.00	\$ 2,778.40
Bloomington Village	\$ 7,033,425	0.000015	\$ 105.50	675	1	\$ 675.00	\$ 390.25
Breedsville Village	\$ 3,878,821	0.000015	\$ 58.18	346	1	\$ 346.00	\$ 202.09
Decatur Village	\$ 39,391,567	0.000015	\$ 590.87	2042	1	\$ 2,042.00	\$ 1,316.44
Lawrence Village	\$ 25,058,635	0.000015	\$ 375.88	990	1	\$ 990.00	\$ 682.94
Lawton Village	\$ 41,020,003	0.000015	\$ 615.30	1805	1	\$ 1,805.00	\$ 1,210.15
Mattawan Village	\$ 130,346,370	0.000015	\$ 1,955.20	2481	1	\$ 2,481.00	\$ 2,218.10
Paw Paw Village	\$ 96,915,469	0.000015	\$ 1,453.73	3390	1	\$ 3,390.00	\$ 2,421.87
<b>Total(s):</b>			<b>\$ 65,205.40</b>			<b>\$ 90,843.00</b>	<b>\$ 78,024.20</b>

\*note: composite rate is sum of Taxable Value and Percapita divided by two. Values provided by Equalization Director and Census Data.



# DIXON

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

1104 Third Avenue  
Lake Odessa, MI 48849  
Telephone: (616) 374-3221  
Fax: (616) 374-7116

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND DIXON FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between \_\_\_\_\_ (“Owner”) and Engineer (“Dixon Engineering, Inc.”).

### 1.01 SIGNATURES:

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PROPOSED by DIXON (not a contract until approved by Project Manager or Officer)

Proposal Date

CONTRACT Approved by Owner

Position

Date

CO SIGNATURE (If Required)

Date

CONTRACT APPROVED by DIXON PROJECT MANAGER

Date

Address for OWNER’S receipt of Notices

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Address for DIXON’S receipt of Notices

Dixon Engineering, Inc.  
1104 Third Avenue  
Lake Odessa, MI 48849

### 1.02 CONTRACT/PROPOSAL:

A. Signatures acknowledge that this Contract consists of 9 pages.

Owner’s Project, of which DIXON’s services under this Agreement are a part, is generally identified as follows: **Emergency Services per Schedule A.**

---

Owner and DIXON further agree as follows:

2.01 BASIC AGREEMENT:

- A. DIXON shall provide or furnish the Services set forth in this Agreement. Services are delineated for both the Owner and DIXON in Schedule A – Scope of Services.
- B. DIXON shall complete its Services within a reasonable period of time.
- C. If, through no fault of DIXON, such periods of time or dates are changed, or the orderly and continuous progress of DIXON’s Services is impaired, or DIXON’s Services are delayed or suspended, then the time for completion of DIXON’s Services, and the rates and amounts of DIXON’s compensation, shall be adjusted equitably.

3.01 PAYMENT PROCEDURES:

- A. *Invoices*: DIXON will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Additional financial terms are found in Schedule B.
- B. *Payment*: As compensation for DIXON providing or furnishing Services and Additional Services, Owner shall pay DIXON as set forth in Paragraphs 3.01 (Payment Procedures), 3.02 (Basis of Payment), and 3.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

3.02 BASIS OF PAYMENT:

- A. Owner shall pay DIXON for services as follows:
  - 1. **Standard Hourly Rate.** See Schedule C for cost breakdown of services.

3.03 ATTACHMENTS:

- 2. Schedule A – Scope of Work of both the Owner and DIXON.
- 3. Schedule C – DIXON Employee Billable Rates and Terms.

## **SCHEDULE A**

### **Emergency Services**

#### **A. Scope of Services Performed by Owner:**

1. Provide access to DIXON personnel to all areas of required services.

#### **B. Scope of Services Performed by DIXON:**

1. DIXON will be on call for any emergency and respond in a timely matter.
2. Maintain availability to respond to requests and inquiries on an as-needed basis and develop and maintain an emergency response plan to include but not be limited to: Critical situations which may arise outside of the normal 8:00 am – 5:00 pm workday or on the weekends.
3. A catastrophic event (natural or man-made) which causes abnormal loading and/or major damage to the water tower and/or base compound.
4. We provide experienced project managers for your staff that enable us to plan mission critical processes and solutions. DIXON's experience and expertise lets us provide immediate solutions.
5. Establish a system for screening and preauthorization to manage site access requests and ensure that only authorized personnel are approved for entry to sites with cell Antennas.
6. Escort personnel for access to secured facilities.
7. Assisting with any regulatory compliance documentation required, e.g., Federal Communications Commission (FCC) and Federal Aviation Administration (FAA) Regulatory requirements, EPA, and Local Agencies.
8. Observe any emergency construction or modifications made to any installations, including oversight of construction work to ensure compliance with approved plans and specifications, punch list development, and confirmation of completion of punch list items.
9. Assisting with conflict resolution among carriers, FCC, and residents to address signal interference or complaints.
10. Provide initial on-site emergency inspection to determine the extent of damage, if any, and provide repair recommendations to ensure acceptable and safe operation of the water tower and cellular antenna mounts.
11. Develop emergency repair procedures for temporary operation of the facility as needed as well as permanent repairs to meet applicable codes and standards.
12. Overall assessment and communication with other emergency responders on what the water system needs are during an emergency to help maintain or get the system back in operation as quickly as possible. Ability to communicate with state WARN (Water/Wastewater Agency Response Network) and other state Emergency Operations Centers (EOC).

13. Facilitate cooperation between local authorities during an emergency and work within the National Incident Management System (NIMS) structure. Interstate aid is typically facilitated by the nationally adopted Emergency Management Assistance Compact in coordination with the National Response Framework.
14. Assisting with state regulatory personnel for all compliance purposes. Complete understanding of the EPA Risk and Resilience, and Emergency Response Plan (ERP) in accordance with America's Water Infrastructure Act of 2018 (AWIA) Section 2013(b).

## SCHEDULE C

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime/Emergency Rate</u>
Principal.....	\$400.00	
Officer/Associate.....	\$200.00	
Project Manager.....	\$170.00	\$255.00
Engineer.....	\$175.00	\$263.00
CWI Welding RPR.....	\$187.00 – \$205.70	\$277.50 – \$308.00
DIXON Level 3 or NACE certified Level 3 RPR .....	\$130.00 – \$171.00	\$195.00 – \$256.00
DIXON Level 2 or NACE Level 2 RPR .....	\$118.00 – \$149.00	\$176.00 – \$223.00
DIXON Level 1 or NACE Level 1 RPR .....	\$106.00 – \$129.00	\$159.00 – \$193.00
Contract Support Staff.....	\$135.00 – \$165.00	\$204.00 – \$248.00
<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage.....	\$0.80/mile + tolls	\$0.70/mile
Lodging.....	\$168.00 per diem	\$158.00 per diem
Meals.....	\$62.00 per diem	\$57.00 per diem

FEES EFFECTIVE THROUGH: ~~XXXXXXXXXX~~

(Revised: 9/08/2022)



Owner and DIXON further agree as follows:

**4.01 TERMINATION:**

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay DIXON for its services is a substantial failure to perform and a basis for termination.
    - b. By DIXON:
      - 1) upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional: or
      - 2) upon seven days written notice if the DIXON's Services are delayed for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 7.01.I.
    - c. DIXON shall have no liability to Owner on account of a termination for cause by DIXON.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  - 2. For convenience, by Owner effective upon DIXON's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 5.01, DIXON will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services
- C. Effective Date of Termination: The terminating party under Paragraph 5.01.A.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Costs associated with any further work that is needed to prevent adverse impact on the project are to be negotiated and considered Additional Services.

**5.01 SUCCESSORS, ASSIGNS, AND BENEFICIARIES:**

- A. Owner and DIXON are hereby bound and the successors, executors, administrators, and legal representatives of Owner and DIXON (and to the extent permitted by Paragraph 6.01.B the assigns of Owner and DIXON) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor DIXON may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or DIXON to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

#### 6.01 GENERAL CONSIDERATIONS:

- A. The standard of care for all professional related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by DIXON. Subject to the foregoing standard of care, DIXON and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor.
- C. DIXON neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work without regard to DIXON's relation to that Work.
- D. DIXON's opinions (if any) of probable construction cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, DIXON cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by DIXON. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. DIXON shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by DIXON or its consultants.
- F. All documents prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by DIXON of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by DIXON, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by DIXON.
  2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by DIXON, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to DIXON or to its officers, directors, members, partners, agents, employees, and consultants.
  3. Owner shall indemnify and hold harmless DIXON and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by DIXON; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and DIXON may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and DIXON (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that DIXON's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by DIXON, whichever is greater.
1. Limitation of Liability: DIXON and Owner agree that they shall each be responsible for their own negligence and that neither party shall, under any circumstances, be responsible for the negligent acts or omissions of the other party.
  2. Percentage Share of Negligence: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, and all other negligent entities and individuals.
- I. The parties acknowledge that DIXON's Services do not include any services related to unknown or undisclosed Constituents of Concern. If DIXON or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then DIXON may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
1. Constituents of Concern normally associated with coating projects can be hidden or occur because of the Work. These include metals and organic solvents. These materials are still considered as Constituents of Concern only they are known or anticipated. But these constituents of concern, including lead, chrome, cadmium, mercury, and coating solvents shall not be a trigger for project termination by either DIXON or Owner.
- J. Owner and DIXON agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If Owner/DIXON negotiations are unsuccessful in resolving the dispute,

then the dispute shall be negotiated by a third party agreeable to both parties and the neutral negotiator's determination shall be legally binding on both parties.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 7.01 TOTAL AGREEMENT:

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 8.01 DEFINITIONS:

- A. Constructor – Any person or entity (not including the DIXON, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern – Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

**LAWTON DEPARTMENT OF PUBLIC WORKS**

**ACTIVITIES REPORT FOR SEPTEMBER 2023**

1. We had 4 interments at Oak Grove cemetery for the month of September.
2. Truck has arrived at Tappers finally, it is getting bed liner sprayed in it then we can take delivery.
3. Did some repairs to the leaf vac it is assembled and running.
4. We pumped 13,152,000 for the month of September compared to 13,966,000 in 2022 with a daily average of 438,000.
5. contacted perceptice controls to look at our water and sewer systems to put all on same computer system.
6. started working on a risk and resilience plan for our water / sewer systems in the future to be eligible for USDA funding this will need to be done.
7. Our new locator has arrived we are waiting to coordinate a training on it in the near future.
8. In September a total of 2.16 million gallons of treated wastewater was discharged into the tributary to the South Branch of the Paw Paw River. The daily effluent flows averaged 72,000 gallons per day, which is approximately 29% of the hydraulic capacity of the plant.

Motor pool – 65 hrs.

Streets not Act 51 – 104.5 hrs.

Buildings & Grounds – 23.5 hrs.

Water Maint. – 32 (4 OT)

Cemetery – 236 hrs.

Sewer Maint. – 215 (24 OT)

Parks – 132 hrs. (7 OT)

Vacation – 34 hrs.

Civic Betterment – 0 hrs.

Sick time - 0

Major Road Maint. – 10 hrs.

Holiday – 40 hrs.

Local Road Maint. – 11.5 hrs.

Todd Hackenberg – Director of Public Works

## Brittany Rathbun

---

**From:** Lisa Imus  
**Sent:** Wednesday, October 4, 2023 9:37 AM  
**To:** Brittany Rathbun  
**Subject:** FW: Project Status Update

I guess Paul forgot to include you! 😊

---

**From:** Paul Harvey <pharvey@gowightman.com>  
**Sent:** Wednesday, October 4, 2023 8:14 AM  
**To:** Lisa Imus <imusl@lawtonmi.org>; Todd Hackenberg <thackenberg@lawtonmi.org>  
**Subject:** Project Status Update

This message was sent from outside your organization. Please proceed with caution.

Good afternoon Lisa and Todd,

Please see below for project statuses and updates:

Project Updates:

- CDSMI Water Service Potholing Project:
  - 99 interior inspections complete
  - 87 exterior inspections complete (87 inspections entirely completed)
  
- N. Main Street (M-40) Utility Extension:
  - Plans, specifications, and estimate approximately 95% complete.
  - Submit permits within the next couple weeks.
  - Plan to advertise for bid mid-December?
  
- Cemetery – Includes boundary survey, title work for Cemetery Road, and site planning services for the cemetery expansion design.
  - Preliminary field work and title work complete.
  - Boundary calculations and related work is in process.

Proposals:

- White Oak Road Improvements – Proposal sent on 9/18/2023

- Fiscal year 2024 funding, 2025 construction. Following MDOT LAP Process.

Upcoming projects:

- Private side water services for the 2023/2024 MDOT Project.
  - Most seamless solution - Coordinate / contract with Kalin directly

If you have any questions or would like to further discuss, please feel free to contact me.

Thank you very much,

**Paul Harvey** PE

OFFICE 269.605.4103 MOBILE 269.760.5082  
433 E RANSOM STREET, KALAMAZOO, MI 49007  
GOWIGHTMAN.COM



# Van Buren County File Class / Section Report

<b>Number</b>	<b>Sub-Beat</b>	<b>Date</b>	<b>Offense</b>	<b>Location</b>	<b>Incident Code-Type</b>	<b>Officer</b>
23-0918		09/23/2023	BLIGHT ORDINANCE 93.01 Blight Ordinance 93.01	511 Nursery Street	- Junk/debris	Largen, J.
<b>Total:</b>	1					

F/U with  
Zoning  
Solutions.



# LAWTON POLICE DEPARTMENT – COUNCIL REPORT

## SEPTEMBER 2023

Calls for Service/Complaints-----**84**

Ordinance complaints-----**7**

    Blight **(1)**        Zoning **(0)**                Misc. **(6)**

Traffic stops-----**20**

    Citations issued **(6)**        Verbal warnings **(16)**

Arrests-----**3**

Accidents-----**1**

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

HOURS WORKED:    Scheduled (Full-time)    678

                    Scheduled (Part-time)    31

                    Overtime hours          0

                    Vacation hours          30

                    Sick leave hours         12

### COMMUNITY POLICING:

Officers made **(24)** field contacts and **(27)** business contacts.

Officers were present at several LHS sporting events.

**LAWTON POLICE DEPARTMENT – COUNCIL REPORT**

**SEPTEMBER 2023**

Calls for Service/Complaints-----**84**

Ordinance complaints-----**7**

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                    Overtime hours                0

                    Vacation hours                30

                    Sick leave hours                12

**COMMUNITY POLICING:**

Officers made **(24)** field contacts and **(27)** business contacts.

Officers were present at several LHS sporting events.

**NOTABLE INCIDENTS:**

The Third Street Salon had their bench, which was positioned outside the business, stolen by an unknown suspect or suspects. If anyone has information regarding the larceny, please contact the Lawton Police Department.

The Lawton Police Department investigated several animal complaints within the village, specifically regarding dogs running loose and without owner supervision. Please be reminded that as a dog owner, you are responsible for ensuring your dogs are either leashed while walking them, or otherwise secured on your property. The village does have an ordinance regarding loose animals, and violations are subject to having a civil infraction citation issued.

**ADDITIONAL:**

For the month of September, 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:

17.50 hours – Main St.

10.00 hours – All other areas within the Village

Total hours – 27.50

LPD had 24 (Assist other agency calls): 4 medical/ambulance calls in the Village, 6 assist calls in Paw Paw, 1 assist call in Paw Paw Twp., 1 assist call in Mattawan, 4 in Antwerp Twp., 5 in Porter Twp., and 3 other department assists in the Village.

Respectfully,

Chief Jeffrey Mack

**Village of Lawton  
Downtown Development Authority  
September 20, 2023  
Regular Meeting**

**MINUTES**

Chairperson Osborne called the September 20, 2023 meeting to order at 7:00pm.

**Present:** D Dluge, K Drew, G Dudek, K Kozik, D Lawson, C McComis, T Osborne, and Village Manager L Imus **ABSENT-** L Dudek, Z Shinabargar, and R Turner

**Agenda:** Motion by C McComis; Support K Kozik, to approve the September 2023 agenda. Motion carried.

**Minutes:** Motion G Dudek; Support D Dluge to approve the August 2023 minutes. Motion carried.

**Treasurers Report:** There was no expense in August. The DDA accepted the report.

**Unfinished Business:**

A. Fall Escapade Parade - Sunday October 15, 2023 with rain date October 22. Line up 2:00 pm with parade starting at 2:30 pm. Ozzy will make a map of the route.

B. Chancy Lewis Park Improvements - 3<sup>rd</sup> bid came in for pickle ball courts with suggestion we tear out tennis court for best/long lasting results. Ozzy will continue researching.

**New Business:** Thank You to Kelly and Donna for their hard work on fall decorations.

Lisa announced she will be leaving Lawton.

There being no further business Motion D Dluge; Support D Lawson to adjourn. Motion carried. Meeting adjourned @ 7:55 pm.

Our next scheduled meeting is October 18, 2023

Respectfully Submitted,  
Deborah Lawson, Secretary

**LAWTON FIRE DEPARTMENT  
BOARD OF COMMISSIONERS  
October 05, 2023 Regular Meeting Minutes**

**CALL TO ORDER**

Chairman Mayne called the Regular Meeting of the Lawton Fire Department Board of Commissioners to order at 7:00 p.m.

**ROLL CALL**

Members present: Chairman Mayne, Vice Chair Packer, Commissioners Lawson, Bitely, Dudek and Cutting. Absent: Vice Chair Packer. Also Present: Fire Assist. Chief Hackenberg and MFR Chief Baden.

**APPROVAL OF MINUTES – September 2023 Meeting**

Motion made by Dudek, seconded by Lawson to approve the minutes of the September 2023 meeting. Motion unanimously carried by voice vote.

**CITIZENS' COMMENTS**

**FIRE CHIEF'S REPORT**

Assist. Chief Hackenberg presented the September 2023 Fire reports as submitted from the Van Buren County dispatch.

**QR CHIEF'S REPORT**

MFR Chief Baden presented the September 2023 MFR reports as submitted from the Van Buren County dispatch.

**OLD BUSINESS**

None.

**NEW BUSINESS**

None.

**DISBURSEMENTS – Totaling \$15,382.24**

Bitely motioned, and Dudek seconded to approve disbursements totaling \$15,382.24. On a roll call vote, motion unanimously carried.

**ADJOURNMENT**

There being no further business to come before the Board, Dudek supported a motion by Bitely to adjourn. Motion unanimously carried by voice vote. Meeting adjourned 7:10 p.m.

***Next meeting date: November 02, 2023***

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Bruce T. Cutting, Secretary

## Circulation Report for August 2023

We had 1,006 visitors and checked out a total of in 2,363 materials.

Adult Fiction	513
Audio Books	0
Children Easy Books	816
Junior Fiction	449
Junior Non-Fiction	50
Large Print	276
Non-fiction	50
Periodicals	24
Videos	105
Young Adult fiction	51
VOX Books	<u>29</u>
<b>Total</b>	<b>2,363</b>

Computer Usage	41 uses
Michigan Overdrive Total Checkouts	21,868
Michigan Overdrive Total Holds	11,553
Michigan Overdrive Total Users	6,234
New Items Processed	153
Our Mel Items Received	94
Our Mel Items Sent	96
Lawton Overdrive Downloads	338
Lawton Overdrive Holds	140
New Library Members	28

Lawton Website visited 2,430 last 30 days

Facebook visited 2,580 last 30 days

Knitters: 39

Story time: 0

Book club: 9

Mystery Club: 8

Summer Reading Programs:

Air Zoo – 48

Lego Day – 24

John Ball Zoo – 40

Craft Day - 7

Respectfully Submitted, Lyn Tone, Director

# LAWTON VILLAGE LIBRARY BOARD

Regularly scheduled monthly meeting

Date: 9/25/23

## I. Call to Order

The meeting was called to order by Cornish at 6:29

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

Members excused: Troxell

Staff Present: Tone

Public Comment (3 minutes per speaker): None

## II. Secretary's Report: The 8/28/23 minutes were accepted as presented.

Cornish Moved to accept the 8/28/23 meeting minutes. Second by - Rathbun. Motion carried
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## III. Library Director's Report – Usage Statistics

- A. Visitors: 1006
- B. Materials checked out: 2363
- C. Adult Fiction: 513
- D. Audio Books: 0
- E. Children Easy Books: 816
- F. Junior Fiction: 449
- G. Junior Non-fiction: 50
- H. Large Print: 276
- I. Non-fiction: 50
- J. Periodicals: 24
- K. Videos: 105
- L. Young Adult fiction: 51
- M. VOX books: 29

Total: 2363

- N. Computer usage: 41
- O. Michigan overdrive total checkouts: 21868
- P. Michigan Overdrive total holds: 11553
- Q. Michigan Overdrive total users: 6234
- R. New Books Processed: 153
- S. Our MEL items received: 94

- T. Our MEL items sent: 96
- U. Lawton Overdrive downloads: 338
- V. Lawton Overdrive holds: 140
- W. New Library Members: 28
  
- X. Lawton Website visited: 2430 in the last 30 days
- Y. Facebook visited: 2580 in the last 30 days
- Z. Special Programs: Knitters – 39; Story Time – 0; Book Club – 9; Mystery club – 8
- AA. Summer Reading Programs: Air Zoo – 48; Lego – 24; John Ball Zoo – 40; Craft – 7.

#### IV. Financial Report

- A. The financial report was presented.

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

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

Receipts: \$ 6719.31

Expenses: \$ 13,039.12

McArthur moved to pay the bills. Second by Reid. Motion carried.

#### V. Committee Reports

- A. None

#### VI. Communications: None

#### VII: Old Business:

1. Roof
2. Repair of exit door areas – date is set for October 12.

#### VIII: New Business:

1. Order tables

McArthur moved to purchase 2 tables, the total not to exceed \$1500.00 including shipping. Second by Rathbun. Cornish – yes; Reid – yes; Kison – yes; Rathbun – yes; McArthur – yes. Motion carried.

2. Hours: To open Thursday between 10 – 2, starting at the beginning of the year. Tone will put out a poll to determine if this idea is desirable.
3. Halloween Night – passing out candy; O'Connor will help



4. Banned Book Week ideas: October 1 – 7, 2023.
5. Paranormal Program: Tuesday, October 24 at 6
6. Evening Story time: Starting in November, K – 3<sup>rd</sup> grade. May add a second day depending on the interest.

X. Adjournment – The meeting adjourned at 7:46

Cornish Moved to adjourn the meeting; second by McArthur

Next Meeting: 10/23/23 at 6:30 PM

Respectfully submitted,

Marianne McArthur, Board Secretary