

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

**RESOLUTION 01-2024**

**A RESOLUTION TO AMEND CONTRACT 22-5219 BETWEEN  
THE VILLAGE OF LAWTON AND MDOT**

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At a regular meeting of the Lawton Village Council, held at Lawton Village Hall –125 S Main Street in Lawton, Michigan, on this 27<sup>th</sup> day of February 2024 at 7:00p.m.

**PRESENT:** Appleby, Tanis, Turner, G. Dudek, E. Dudek, Peterson

**ABSENT:** Smith

The following Resolution was offered by Councilperson E. Dudek and supported by Councilperson Tanis.

**RESOLUTION**

**WHEREAS**, the Village of Lawton Council Members are organized and existing under the State of Michigan; and

**WHEREAS**, the Village Manager serves as the chief administrative and financial officer of the Village of Lawton and is the official signatory on all accounts and transactions; and

**WHEREAS**, the Village of Lawton Council Members and Village Clerk certify that this resolution is duly adopted at a public meeting on February 27, 2024 at which a quorum of the public body was present; and

**WHEREAS**, the parties to the Amendment have heretofore, by a Contract executed February 1, 2023, hereinafter referred to as “Contract 22-5219” provided for construction and financing of that which is hereinafter referred to as the “Project” and is described as follows:

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

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

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

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

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

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

corporate limits of the VILLAGE; and

**WHEREAS**, the federal funding for JOB NUMBER 213171CON is capped and the CONTRACT 22-5219 requires an amendment to establish the capped amount and include provision for the future maintenance of existing sidewalk within the VILLAGE limits; and

**WHEREAS**, the DEPARTMENT and the VILLAGE having appropriate authority desire to amend CONTRACT 22-5219 to provide for the capped funding of the PART C portion of the PROJCT COST and the future maintenance of existing sidewalk.

**NOW THEREFORE BE IT RESOLVED,**

1. Section 7 of CONTRACT 22-5219 is revised to read as follows:

The PART A and C portions of the PROJECT COST shall be met in part by contributions from agencies of the Federal Government. Federal Transportation Alternatives Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST up to the lesser of: (1) \$236,700, OR (2) an amount such that 56.53 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PART A, B, and C portions of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the DEPARTMENT and the VILLAGE in the following proportions and in the manner and at the times hereinafter set forth:

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

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

	<u>TOTAL</u>	<u>FED AID</u>	<u>BALANCE</u>	<u>DEPT'S</u>	<u>VILLAGE'S</u>
<u>PART A</u>	<u>ESTIMATED</u>		<u>AFTER FED</u>	<u>SHARE</u>	<u>SHARE</u>
<u>PART B</u>	<u>COST</u>		<u>AID</u>		
PART C	\$863,300	\$706,600	\$156,700	\$12,500	\$144,200
TOTAL	\$1,769,000	\$0	\$1,769,000	\$0	\$1,769,000
	<u>\$418,800</u>	<u>\$236,700</u>	<u>\$182,100</u>	<u>\$0</u>	<u>\$182,100</u>
	\$3,051,100	\$943,300	\$2,107,800	\$12,500	\$2,095,30

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

2. Section 10 of CONTRACT 22-5219 is revised to read as follows:

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

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

**BE IT FURTHER RESOLVED**, that except as amended by the provisions herein, all of the provisions, covenants, and obligations of the parties contained in CONTRACT 22-5219 shall remain in full force and effect.

**BE IT FURTHER RESOLVED**, that the amendatory contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; which shall be attached to this resolution.

**BE IT FURTHER RESOLVED**, that the Village of Lawton Council hereby authorize Todd Hackenberg, Village Manager, and Brittany Rathbun, Village Clerk to be the authorized signers and perform any and all authorizations and responsibilities in relation to the Michigan Department of Transportation Contract #22-5219, and any amendments therein.

**BE IT FURTHER RESOLVED**, that this resolution shall remain in full effect until revoked by the public body, and supersedes and revokes all previously adopted resolutions on this subject matter and this resolution is not intended to circumvent statutory authority of elected officials.

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

**YEAS:** Appleby, Turner, E. Dudek, G. Dudek, Tanis, Peterson

**NAYS:**

**ABSTAIN:**

**ABSENT:** Smith

BY: \_\_\_\_\_

Joshua Appleby, Village President

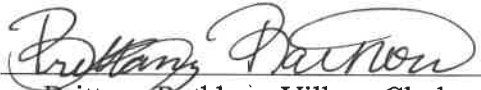
BY: \_\_\_\_\_

Brittany Rathbun, Village Clerk

**CERTIFICATION**

I, Brittany Rathbun, the duly appointed Clerk of the Village of Lawton, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Lawton Village Council at a regular meeting held on Tuesday, February 27, 2024 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

**THE VILLAGE OF LAWTON**

BY:   
Brittany Rathbun, Village Clerk

AMENDMENT TO CONTRACT 22-5219	DA	
	Control Section	ST 80111; GF19 80111; TAU 80111
	Job Number	200641CON; 200641PE; 213171CON
	Federal Project Contract No.	22A1005; 22A1034 23-5499

THIS AMENDATORY CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the VILLAGE OF LAWTON, a Michigan municipal corporation, hereinafter referred to as the "VILLAGE"; for the purpose of fixing the rights and obligations of the parties in agreeing to this Amendment to CONTRACT #22-5219.

WITNESSETH:

WHEREAS, the parties to the Amendment have heretofore, by a Contract executed February 1, 2023, hereinafter referred to as "CONTRACT 22-5219" provided for the construction and financing of that which is hereinafter referred to as the "PROJECT" and is described as follows:

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

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

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

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

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

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

WHEREAS, the federal funding for Job Number 213171CON is capped and the CONTRACT 22-5219 requires an amendment to establish the capped amount and include provision for the future maintenance of existing sidewalk within the VILLAGE limits; and

WHEREAS, the DEPARTMENT and the VILLAGE having appropriate authority desire to amend CONTRACT 22-5219 to provide for the capped funding of the PART C portion of the PROJECT COST and the future maintenance of existing sidewalk.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that:

1. Section 7 of CONTRACT 22-5219 is revised to read as follows:

The PART A and C portions of the PROJECT COST shall be met in part by contributions from agencies of the Federal Government. Federal Transportation Alternatives Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST up to the lesser of: (1) \$236,700, or (2) an amount such that 56.53 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PART A, B, and C portions of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the DEPARTMENT and the VILLAGE in the following proportions and in the manner and at the times hereinafter set forth:

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

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

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

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

2. Section 10 of CONTRACT 22-5219 is revised to read as follows:

Upon completion of the PROJECT and the sidewalk constructed along Highway M-40 from White Oak Street approximately 200 feet north of West Second Street, the VILLAGE shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the VILLAGE shall own the facilities and shall operate and maintain the facilities and the existing sidewalk within the VILLAGE limits in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction, at no cost to the DEPARTMENT. The maintenance for the decorative street lighting work shall include, but not be limited to, replacement of lights and poles, as needed. All expenses for electrical service and maintenance of the PROJECT shall be the responsibility of the VILLAGE.

3. Except as amended by the provisions herein, all of the provisions, covenants, and obligations of the parties contained in CONTRACT 22-5219 shall remain in full force and effect.

4. The VILLAGE waives any and all claims it has or may have against the DEPARTMENT which arise out of the need to amend CONTRACT 22-5219.

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

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

VILLAGE OF LAWTON

By   
Title: Village Manager

By   
Title: Village Clerk

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
for Department Director MDOT