

**VILLAGE *of* LAWTON**  
**VILLAGE COUNCIL MEETING**  
**125 S. MAIN STREET, LAWTON, MI 49065**  
**TUESDAY, SEPTEMBER 10, 2024 – 7:00 P.M.**

*please silence cell phones*

**AGENDA**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. CONSENT AGENDA**
  - A. Approval of the September 10, 2024 Council Agenda
  - B. Approval of the August 13, 2024 Council Meeting Minutes
  - C. Approval of August 2024 Disbursements in the amount of \$312,081.33
- V. COMMUNICATIONS / CORRESPONDENCE / PRESENTATIONS**
- VI. CITIZENS' COMMENTS – (Please keep comments to 3 minutes)**
- VII. PUBLIC HEARINGS / APPOINTMENTS/PROCLAMATIONS**
- VIII. OLD BUSINESS**
  - A. Rental Inspection Ordinance Update.....Discussion
- IX. NEW BUSINESS**
  - A. Quote for Kent County Curbing Water Deterrent at Concord Hills in the amount of \$5881.20.....Staff Recommends Approval
  - B. Resolution 09-2024: A Resolution Naming Trustee and Alternate Trustee for West Michigan Health Insurance Pool.....Staff Recommends Approval
  - C. Resolution 10-2024: A Resolution to Authorize MDOT Contract 24-5276 with the Village of Lawton and Authorize Signatories for the Contract.....Staff Recommends Approval
  - D. Police Department Updates.....Discussion
  - E. Second September Meeting.....Discussion

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

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

**XI. COUNCIL COMMENTS**

**XII. ADJOURNMENT - NEXT REGULAR MEETING DATE – *September 24, 2024 at 7:00PM in the Council Chambers.***

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 [thackenberg@lawtonmi.org](mailto:thackenberg@lawtonmi.org) Posted September 6, 2024, for the VILLAGE OF LAWTON in VAN BUREN COUNTY, MICHIGAN [www.lawtonmi.org](http://www.lawtonmi.org) 269.624.6407



**Village of Lawton**  
**VILLAGE COUNCIL**  
**REGULAR MEETING**  
**125 S. MAIN, LAWTON MI 49065 269.624.6407**  
**Tuesday August 13, 2024**  
**MINUTES**

- I. **Call to Order:** President Pro-Tem E. Dudek called the August 13, 2024, meeting of the Lawton Village Council to order at 7:00 p.m.
- II. **Roll Call:** *Present:* E. Dudek, Peterson, Turner, Smith, Tanis, G. Dudek *Absent:* Appleby *Others Present:* Village Manager Hackenberg, Clerk Rathbun, Police Chief Cordes, and five guests.
- III. **Pledge of Allegiance:** The Pledge of Allegiance was recited.
- IV. **Consent Agenda:** The Consent Agenda included the approval of the August 13 Council Agenda, the July 23, 2024 Council Meeting Minutes, and approval of the July 2024 disbursements in the amount of \$219,927.11. Peterson made a motion to approve the Consent Agenda as presented supported by Tanis. A unanimous roll call vote approved the motion.
- V. **Communications, Correspondence, and Presentations:**
  - A. Joe Magers, the owner of Longship Brewing was unable to attend, and provided updates to Village Manager Hackenberg. Hackenberg stated that Magers told him that Longship has a total of four bands booked, the first two beginning at 10AM inside of Longship, prior to the festivities beginning outside at noon. Outdoors, one will band will play from 4-6PM, with another following from 7-10PM. Magers told Hackenberg that there will be a car show coordinated through Motycka's, the farmer's market will take place in the parking lot that day rather than by the school, there will be an elephant ear food truck, a bounce house, possibly a craft show if enough interest can be found, Magers advised Hackenberg that has talked to halftime food and beverage who had some access concerns. The downtown portion of the road should be done by the 23<sup>rd</sup>, opening 2<sup>nd</sup> street up after the car show so that people can get into half time beverage. Magers advised Hackenberg that he would be getting with the police chief this week. Hackenberg stated Magers is aware we have no power in the parking lot. Per Magers notes, the shuttle is not locked in, but Magers has spoken to the church about using their parking lot. Council had several questions that, were, unfortunately, unable to be answered without Magers present. Council also wanted to issue a few reminders prior, that the Village does not have a social district, so any alcohol will need to be consumed on premises of the restaurants, the street is not to be closed down prior to 1:00PM in order to ensure that there is parking available for the Breakfast Place, that there is no power within the parking lot, and that any reserve officers required will need to be paid for by those throwing the event as it is with Summerfest.
  - B. Commissioner T. Leary stated that the county approved FY 24/25 budget, and that with last week's election all of the special millages (Intermediate School District Renewal, Veteran's Services Renewal, Public Transit Renewal, and the Road Millage Renewal)

passed. Leary stated that on the fourth Thursday of each month from 6-8PM, the Veteran's Services Hall located at 226 E Michigan Avenue in Paw Paw, Michigan, will be hosting a monthly social for Veterans from 6-8PM on the fourth Thursday of each month, beginning August 29. More information can be found online at [vanburencountymi.gov/562/veterans-services](http://vanburencountymi.gov/562/veterans-services). Leary stated that Michigan State Extension is now offering Health Programs aimed at the elderly and are looking for places like clubs, libraries, and churches to host. Leary stated that the only cost is for the group's time and travel for the series programs. Those interested should reach out to Laura Anderson [ander359@msu.edu](mailto:ander359@msu.edu). Finally, Leary stated that the county has looked into how COVID affected young people's mental health and has proposed beginning something at a county level in order to help. The county is looking to begin a program for 6<sup>th</sup> through 12<sup>th</sup> graders that will focus on a variety of skills, including cooking, leadership, arts, STEM, tutoring, language, and leadership. This is set to be hosted at the ISD. They are working on transportation as well as some satellite location offerings outside of the ISD, with more details to be announced at a later date.

- C. Paul Harvey with Wightman stated the interactive zoning map on the website should be updated by Friday, and links to new sections in ordinances. Utility extension project with lift station should be beginning in a few weeks, and should be very low impact, but, will have no road closures.

**VI. Citizen Comments:** None.

**VI: Public Hearings/Appointments/Proclamations:** None.

**VII. Old Business:** None.

**VII: New Business:** None.

**VIII: Board, Committee, and Staff Reports:**

- A. Village Manager Hackenberg reported that in regards to Blight Enforcement with Zoning Solutions, council had tabled what to do next in a previous month due to absence, and they would like to know what next steps are. Hackenberg stated that we have spent about \$6,700 between the last two years. After some discussion, council was in unanimous consent that they would like to continue having Zoning Solutions look into things. Village Manager Hackenberg stated he will look at the budget, because council will need to do a budget amendment in order to continue. Council would like to wait and see what the total will be prior to voting on the budget amendment. There were a few addresses mentioned that council would like Zoning Solutions to look into for un-mowed lawns and junk vehicles. Village Manager Hackenberg stated ATT has called and would like to renegotiate the contract as they can now put antennae on the ground and have more interest. Council was in unanimous agreement that if there is a contract we should not renegotiate to lower pricing for ATT. Village Manager Hackenberg stated that he did some research into Acorn Lane, and according to the GIS maps, the three houses in the middle own that section of the road, not the Village. He has spoken to one of these residents on the phone, who stated he has paperwork showing they own it, and he is waiting on him to bring that in as the final proof the village does not own this road. He stated that there is a power line back there, and in speaking with another resident, there was never any

paperwork or anything, a previous employee quit plowing when the school bus decided it was no longer a part of their route. E. Dudek asked how much work it would be to get that road opened again. Hackenberg stated the biggest issue is the powerline going through the road, and he is going to call AEP to figure out what is going on with that. Village Manager Hackenberg stated that Reid's corner project is down to \$847,638.88 with the cuts that they took, getting rid of furniture, and AstroTurf. This will retain the metal roof and the saw cut lumber. The Reid's Corner Project is currently slated to begin at the beginning of September. Hackenberg stated that bids are being taken to demolish the house on Washington Street that will utilize the land bank grant right now. Hackenberg stated that he has contacted the pickleball courts contractor, who is behind, but we are on their list of projects for this fall. The basketball courts and the parking lot have been striped in the park already. Peterson asked if anything has happened with the driving range at the golf course. The council stated that the last meeting the residents showed up to, the person whose home was being hit stated that she is contacting an attorney so we will have to wait to see what kind of legal battle comes. Hackenberg stated that he has tried to go speak to the owners at the course, but they have not been there as of yet. Zoning Solutions was brought up as a possible solution as this is considered a public safety hazard since there have been complaints that the golf balls are also hitting cars driving by on the detour. Village Manager Hackenberg stated that the DPW is still down 4million gallons of water from last year, between the rain and the splash pad. Hackenberg stated DPW has been working on storm clean up as well as other items throughout the Village the past month. He stated that the Village is still planning on doing dumpster cleanup, he is waiting to hear back from the dumpster company and it is looking like end of September.

- B.** Clerk Rathbun reported that Treasurer Leonard is looking for more items to place in the monthly newsletter. She would like council or those with something for the newsletter to please email her by the 5<sup>th</sup> of the month in order to be included.
- C.** Chief Cordes reported that for July, there were 8 calls county had to come in on because we have not had enough coverage. He stated the department has done a ton of training this last month. He is looking to an interactive company out of Alaska that would input our Village for the training, and MCOLES is a part of this group. This training would be about \$350.00 for the whole police department for the whole year he believes. Cordes stated that the PD does their own defensive tactics training through officer Hitchcock, who does a great job. 500 block of railroad street has had several calls, arrests, and guns have been taken so he is hopeful the problem has been resolved for a while. The department has continued to utilize the radar gun for the detour on Nursery. Cordes stated that the new vests are in, he hired a backup crossing guard to keep the police free for police duty when a crossing guard calls out. Cordes stated the police department has lost an additional part time person, Ray Hochsprung. Cordes has had a county deputy that applied for a part time position here, and he is going through the beginning of the background checks with him, which may take a few months with all of the new police hiring protocols.
- D.** Peterson Reported the Planning Commission did not meet.
- E.** G. Dudek reported that the DDA met, and discussed pickleball courts and the raffles.
- F.** E. Dudek reported that the fireboard met, and they are pretty routine.
- G.** B. Rathbun reported that the library board met, and though she was unable to attend due to illness, there were no major updates.

**IX: Council Comments:**

- A.** Tanis wondered where office updates were. Village Manager Hackenberg stated that we just had an energy audit done, and the lights were replaced with LEDs. He has ideas, but has to wait until we have the budget to accomplish them.
- B.** Peterson stated that she knows the priority this summer has been to deal with construction, and she would like to see the community room placed back so that it can be utilized by the community. She would like to have the unused furniture cleaned out once we have more time, and she would like the Zoning Maps updated, which P. Harvey of Wightman said they could print for the Village.
- C.** R. Turner stated that the Legion is holding a hog roast on the 24<sup>th</sup> of this month. They would like council's approval to hold it in the parking lot next to the firehall if Main Street isn't opened up yet. Peterson moved that the Village allows the Legion to utilize the parking lot on August 24 if needed, supported by Tanis. A voice vote was taken with all in favor and none opposed. Motion carried.

**X. Adjournment:** Turner moved, with support Smith from to adjourn the Village Council Meeting at 8:10p.m. Next council meeting to take place on September 10, 2024 at 7:00 PM.

Respectfully Submitted by,

Brittany Rathbun  
Village Clerk

09/05/2024

CHECK REGISTER FOR VILLAGE OF LAWTON  
CHECK DATE FROM 08/01/2024 - 08/31/2024

Check Date	Bank	Check	App	Vendor	Vendor Name	Description	Amount
Bank GEN GENERAL CHECKING							
08/08/2024	GEN	7319		AP 124	J.C. & SONS, INC.	REMOVE STORM DAMAGED TREE FROM HOME ON A	3,200.00
08/16/2024	GEN	7320		PR TEAMSTERS	TEAMSTERS LOCAL #214	*Included in Payroll Total	
08/22/2024	GEN	7321		AP 1099	AMAZON CAPITAL SERVICES, INC	CONSOLIDATED INVOICES	1,141.42
08/22/2024	GEN	7322		AP 104	BAKER & TAYLOR, INC.	BOOKS	2,005.11
08/22/2024	GEN	7323		AP 056	BLOOMINGDALE COMMUNICATIONS	PHONE LIBRARY - ACCT NO 00032003-0	157.94
08/22/2024	GEN	7324		AP 101	CENGAGE LEARNING.	WESTERN 3 PLAN - JULY	239.91
08/22/2024	GEN	7325		AP 964	CLARK TECHNICAL SERVICES	LPL 2024 SUPPORT - JULY	510.00
08/22/2024	GEN	7326		AP 153	DEMCO, INC.	BOOKSTOPS AND PROTECTORS	632.66
08/22/2024	GEN	7327		AP MISC	LAWTON FREE READER	MONTHLY AD FOR 6MONTHS	120.00
08/22/2024	GEN	7328		AP 264	PETTY CASH LAWTON PUBLIC LIBRARY	WALMART, DOLLAR GENERAL,FAMILY DOLLAR, U	102.71
08/22/2024	GEN	7329		AP 079	QUILL CORPORATION	COPY PAPER, LYSOL WIPES, PACKING TAPE	89.41
08/22/2024	GEN	7330		AP MISC	VAN BREN DISTRICT LIBRARY	MEGAN E. FREEMAN - ALONE	20.99
08/22/2024	GEN	7331		AP MISC	ACE PARKING LOT STRIPING INC	CHANCEY LEWIS PARK - PARKING LOT AND BAS	2,500.00
08/22/2024	GEN	7332		AP 030	ADAMS HARDWARE	CONSOLIDATED BILL	1,119.43
08/22/2024	GEN	7333		AP 155	APPLIED INNOVATION	POLICE COPIER ACCT NO KZ1828 CONTRACT CN	285.43
08/22/2024	GEN	7334		AP 756	BADGER METER, INC	ORION CELLULAR LTE SERV UNIT	20.90
08/22/2024	GEN	7335		AP 056	BLOOMINGDALE COMMUNICATIONS	TELEPHONE FOR ACCT NO 0032515-9	378.42
08/22/2024	GEN	7336		AP 964	CLARK TECHNICAL SERVICES	VOL 2024 SUPPORT - JULY	315.00
08/22/2024	GEN	7337		AP 800	COMCAST	INTERNET - 625 W UNION ST ACCT #8529 11	1,190.96
08/22/2024	GEN	7338		AP 026	CONSUMERS ENERGY	HEAT FOR ADDRESS 125 MAIN ST ACCT NO 100	60.34
08/22/2024	GEN	7339		AP 1072	COURIER-LEADER & FLASHES	DISPALY LEGALS AND AFFIDAVITS - NEW ZONI	380.00
08/22/2024	GEN	7340		AP MISC	EDISON ELECTRIC	RETRO FIT LIGHTS IN COUNCIL CHAMBERS	939.20
08/22/2024	GEN	7341		AP MISC	FLEIS & VANDENBRINK	PROJECT 842161 - LAWTON WHPP NEW WELL EV	4,250.00
08/22/2024	GEN	7342		AP 480	HOLLAND DEPT OF PUBLIC SAFETY	TASER INSTRUCTOR RE-CERT	145.00
08/22/2024	GEN	7343		AP 930	HS FLEET SERVICES LLC	MAINTENANCE FOR 2020 FORD	356.11
08/22/2024	GEN	7344		AP 017	INDIANA MICHIGAN POWER CO.	ELECTRIC - STREET LIGHTING	9,318.07
08/22/2024	GEN	7345		AP MISC	KALIN CONSTRUCTION CO INC	WATER SERVICE CONNECTIONS	40,874.00
08/22/2024	GEN	7346		AP 1103	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER - MONTHLY INVOICE PER CONTRACT #	382.55
08/22/2024	GEN	7347		AP MISC	LAWTON VALLEY LINES	RENT TRAILER 188	600.00
08/22/2024	GEN	7348		AP 1010	MEEKHOF TIRE OF KZOO	LABOR DISMOUNT & MOUNT, JUNK TIRE TO SCR	254.64
08/22/2024	GEN	7349		AP 1032	PROGRESSIVE AE	PROJECT: 90050004.0 REIDS CORNER	1,525.40
08/22/2024	GEN	7350		AP 1068	SAFEBUILT	753 E 4TH ST, 524 E WASHINGTON, 404 E BI	647.90
08/22/2024	GEN	7351		AP 892	SLC METER, LLC	METERS	2,482.46
08/22/2024	GEN	7352		AP MISC	STATE OF MICHIGAN	CUSTOMER ACCT NO: MDOT00494 - M-40 MILL.	111,219.02
08/22/2024	GEN	7353		AP MISC	SYSTEMS SPECIALTIES	VALVES	10,930.45
08/22/2024	GEN	7354		AP 685	VERIZON WIRELESS	MOBILE PHONE   TABLETS	387.34
08/22/2024	GEN	7355		AP 083	VILLAGE OF PAW PAW	WATER LAB ANALYSIS	480.00
08/22/2024	GEN	7356		AP MISC	WHEN THE PROJECT	1-9 WTP LICENSE	324.00
08/22/2024	GEN	7357		AP 047	WIGHTMAN	PROJECT 234223 WHITE OAK IMPROVEMENTS	937.50
08/26/2024	GEN	7358		AP 155	APPLIED INNOVATION	LIBRARY CONTRACT CN3599-01; ACCT NO KZ07	183.28
08/02/2024	GEN			PR		Payroll Total	35,734.42
08/16/2024	GEN			PR		Payroll Total	40,226.21
08/30/2024	GEN			PR		Payroll Total	35,413.15

Total of 106 Disbursements:

312,081.33

# **Asphalt** **RESTORATION, INC.**

*High Performance Asphalt Maintenance*

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

## *Proposal*

Date	Proposal #
8/27/2024	5658

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

Terms

Estimator

Net 30 Days

Mike

Item	Description	Total
D&R	Furnish and place asphalt to create a water deterrent (Berm 1' wide by 3" tall) on edge of streets. Concord entrance both sides 190' to the north of drains. Delaware Ct. 212' starting at address 720 to Cal de sac, Fourth 112' from concrete curb at Nursery, Fremont 50' at address 523 Approx. 9 tons/ approx. 754' @ \$ 7.80 L/F	5,881.20

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

**Total**

**\$5,881.20**

Signature \_\_\_\_\_



# RESOLUTION 09-2024

## GOVERNING BODY OF

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(the “Member”)

### RESOLUTION NAMING TRUSTEE AND ALTERNATE TRUSTEE

#### PREMISES

- A. Article 6.1 of the Bylaws of the West Michigan Health Insurance Pool ("WMHIP") requires that each member entity name a Trustee and Alternate Trustee to serve on the Board of Trustees for the WMHIP.
- B. The Governing Body of the Member has chosen individuals in accordance with Article 6.1 to serve as Trustee and Alternate Trustee.
- C. The Governing Body of the Member believes that these individuals will represent the interests of the Member in the WMHIP.
- D. Neither of these individuals are an owner officer, or employee of any third-party administrator or any other third party providing services to WMHIP.

**NOW, THEREFORE**, the Governing Body of the Member hereby resolves:

1. The Governing Body hereby confirms its appointment of the following persons as Trustee and Alternate Trustee to serve as Trustee when the initial Trustee is not available or in attendance to carry out the Trustee’s duties:

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[Insert Trustee’s Name]

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[Insert Alternate Trustee's Name]

The Trustee and Alternate Trustee shall serve until replaced by action of the Governing Body of the Member. Failure of the Member to designate a Trustee, or the failure of that Trustee/Alternate Trustee to participate on the Board of Trustees, shall not affect the responsibilities or duties of the Member under the Amended Trust Agreement.

2. Once these appointments are made known to WMHIP, the above-named individuals shall remain in office until WMHIP receives evidence of appointment of other persons.

3. Evidence of these appointments shall be communicated to WMHIP by providing a certified copy of this resolution.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same are hereby rescinded.

## CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the  
Governing            Body            of            the \_\_\_\_\_,  
\_\_\_\_\_ Counties, State of Michigan, at a  
\_\_\_\_\_ meeting held on \_\_\_\_\_, \_\_\_\_\_, and that this meeting was conducted and  
public notice of this meeting was given pursuant to and in full compliance with the Open Meetings  
Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of this meeting were kept and  
will be or have been made available as required by this Act.

I further certify that the following Members were present at this meeting:

\_\_\_\_\_ and that the following  
Members were absent \_\_\_\_\_.

I further certify that the foregoing resolution was moved by Member \_\_\_\_\_  
and seconded by Member \_\_\_\_\_.

I further certify that the following Members voted for adoption of the foregoing resolution:  
\_\_\_\_\_ and that the following  
Members voted against adoption of this resolution:

\_\_\_\_\_.

\_\_\_\_\_  
Secretary

CURRENT PLAN PRICING		
<b>TOTAL</b>	<b>Monthly Village Portion (with Village H.S.A)</b>	<b>Monthly Employee Portion</b>
\$ 7,225.94	\$ 7,286.24	\$ 1,445.19
<b>PRIORITY RENEWAL</b>		
\$ 9,520.83	\$ 9,216.38	\$ 1,904.17
<b>BCBS with Retire Sol</b>		
\$ 9,167.06	\$ 8,666.77	\$ 1,833.41
<b>BCBS with POOL</b>		
\$ 8,072.46	\$ 7,924.27	\$ 1,614.49

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

**RESOLUTION NO. 10-2024**

**A RESOLUTION TO AUTHORIZE MDOT CONTRACT 24-5276  
WITH THE VILLAGE OF LAWTON  
AND AUTHORIZE SIGNATORIES FOR THE CONTRACT.**

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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 10<sup>th</sup> day of September 2024 at 7:00 p.m.

**PRESENT:**

**ABSENT:**

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

**RESOLUTION**

**WHEREAS**, the Village of Lawton Council Members are organized and existing under the laws of 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 September 10, 2024 at which a quorum of the public body was present; and

**WHEREAS**, the Michigan Department of Transportation (MDOT) Contract #24-5276 is for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the Village of Lawton; and

**WHEREAS**, the Village, in partnership with MDOT have agreed that for a shared part of the project cost outlined in the Contract, the Contract will include:

PART A –FEDERAL PARTICIPATION: Hot mix asphalt base crushing, shaping, and resurfacing along White Oak Road from 32<sup>nd</sup> street to Walker Street, and hot mix asphalt cold milling and resurfacing along White Oak Road from Walker Street to North Main Street, including aggregate base, approach and shoulders, concrete curb and gutter, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION: Watermain along White Oak Road from 32<sup>nd</sup> Street easterly

approximately 1,000 feet to existing watermain, including hydrant replacement and concrete sidewalk; and all together with necessary related work.

**WHEREAS**, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

**WHEREAS**, the reference “FHWA” in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

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

**NOW THEREFORE, BE IT RESOLVED**, that the Village of Lawton Council hereby authorize Todd Hackenberg, Village Manager to be the authorized signers and perform any and all authorizations and responsibilities in relation to the Michigan Department of Transportation Contract #24-5276.

**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 roll call vote:

**YEAS:**

**NAYS:**

**ABSTAIN:**

**ABSENT:**

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, September 10<sup>th</sup>, 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

STP

DA

Control Section	STUL 80000
Job Number	215649CON
Project	24A0617
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5276

## PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), 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 "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Lawton, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 11, 2024, attached hereto and made a part hereof:

### PART A – FEDERAL PARTICIPATION

Hot mix asphalt base crushing, shaping and resurfacing along White Oak Road from 32<sup>nd</sup> Street to Walker Street and hot mix asphalt cold milling and resurfacing along White Oak Road from Walker Street to North Main Street, including aggregate base, approach and shoulders, concrete curb and gutter, permanent signing and pavement markings; and all together with necessary related work.

### PART B – NO FEDERAL PARTICIPATION

Watermain along White Oak Road from 32<sup>nd</sup> Street easterly approximately 1,000 feet to existing watermain, including hydrant replacement and concrete sidewalk; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

09/06/90 STPLS.FOR 6/11/24

## SURFACE TRANSPORTATION PROGRAM

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

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

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

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

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.



- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$302,640 or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

- 7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

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8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

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16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

VILLAGE OF LAWTON

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

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

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



June 11, 2024

EXHIBIT I

CONTROL SECTION	STUL 80000
JOB NUMBER	215649CON
PROJECT	24A0617

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$437,200	\$229,400	\$666,600

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$437,200	\$229,400	\$666,600
Less Federal Funds*	<u>\$302,640</u>	<u>\$ 0</u>	<u>\$302,640</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$134,560	\$229,400	\$363,960

\*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

## PART II

### STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement



- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
  - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
  - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package  
The Data Collection Form  
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.



2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

### MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

## APPENDIX A

### PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

## APPENDIX B TITLE VI ASSURANCE

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

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

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

Revised June 2011



- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

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

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

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

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

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

# **Village of Lawton Department of Public Works Monthly Report**

**Month: August 2024**

## **.Road Maintenance and Repairs**

Due to all the heavy rains that we have been getting, we have become aware of some problem areas for drainage that we will need to figure out solutions for in the future.

**Maj road Hrs. 42    Local road Hrs. 111 hrs.    streets and trees hrs. 111hrs.**

## **Sidewalks**

**No activity was performed on side walks in the month of august.**

## **Water and Sewer Operations**

### **Water System Maintenance**

We pumped 13,617,000 gallons of water for the month of August with a daily average of 439,258 we pumped 17,334,000 gallons in August of 2023.

**We had 95 hours in Water Maintenance**

### **Sewer System & WWTP Maintenance**

- In August a total of 2.51 million gallons of treated wastewater was discharged into the tributary to the South Branch of the Paw Paw River. The daily effluent flows averaged 81,000 gallons per day, which is approximately 33% of the hydraulic capacity of the plant.

1500 gallons of activated sludge was pumped over to the sludge storage tank.

**We had a total of 218 hrs. in sewer Maintenance.**

## **Park Maintenance**

**Mowing and Landscaping:** Regular mowing and landscaping activities were conducted in all village parks, including Chauncy Lewis Park and Cannon Park.

**Playground Equipment:** We are going to start to go through Kids Dream and do some repairs and Painting .

- **We had a total of 48 hrs. in park maintenance**

#### **Vehicle Maintenance**

**Routine Maintenance:** Performed routine maintenance on all DPW vehicles, including oil changes, tire rotations, and brake inspections.

**We had a total of 23 hrs. in Motor pool.**

#### **Cemetery Maintenance.**

We had 3 interments in the month of August,

We performed general Maintenance and mowing and have been installing Monument foundations.

**Cemetery Hrs. 304 Hrs.**

**Vacation Hrs, 48      Sick Hrs, 43      Holiday 40**

**Submitted by:** Todd Hackenberg

**Date:** Sept 10<sup>th</sup>, 2024



Lawton Police Department  
P.O. Box 117  
125 S. Main St.  
Lawton MI, 49065  
(269) 624-2382  
Fax (269) 624-1911



**LAWTON POLICE DEPARTMENT – COUNCIL REPORT**  
**August 2024**  
*Prepared by Chief Greg Cordes*

Complaints/reports written by LPD.....66

Calls for service in Lawton by LPD.....66

Call for service in Lawton by other agencies.....6

Ordinance complaints.....1

Blight..... 2

Zone.....3

Traffic stops citations issued.....3

Traffic stops verbal warning.....26

Arrests.....12

Parking citations.....0

Special events/school/etc.....440 mins

Business contacts.....13

Citizen contacts.....81

Officer Foot Patrol time.....50 mins

Assist other departments calls .....9

Officer training.....30 mins

Follow-up investigations.....10

Vehicle accidents.....0

**LPD HOURS WORKED: Police: Scheduled (Full-time).....753 hrs.**

Scheduled (Part-time).....22.5 hrs.

Overtime hours.....30 hrs.

Vacation hours.....87 hrs.

Sick leave hours.....24 hrs.

School cross guard hours.....16 hrs.

## TRAFFIC ENFORCEMENT:

For the month of August, Lawton officers again spent hours on directed traffic patrol, specifically targeting speed violations and aggressive driving throughout the Village. The following are the streets that were targeted in August. We are hoping the continued police presence on these streets will deter aggressive driving and speeding. LPD will be spend time as time permits on the M40 detour specifically targeting Nursery St. and Walker St.

35 mins.....	2 <sup>nd</sup> St. and Nursery St.
0 mins.....	2 <sup>nd</sup> St. and Cemetery
0 mins.....	Nursery St. and Orchard
55 mins.....	3 <sup>rd</sup> St. and Nursery St.
0 mins.....	Main St. and 3 <sup>rd</sup> St.
0 mins.....	Main St. and 4 <sup>th</sup> St.
0 mins.....	Main St. and 1 <sup>st</sup> St.
0 mins.....	Main St. and 2 <sup>nd</sup> .
0 mins.....	Ewing St. and Walker St.
85 mins.....	72 <sup>nd</sup> Ave and Nursery St.
35 mins.....	Blue Pride Drive
40 mins.....	White Oak St. and Walker St.
0 mins.....	Main St. and White Oak St.
90 mins.....	Nursery and Tracks
0 mins.....	Main St. and Tracks
0 mins.....	3 <sup>rd</sup> St. and Quincy
95 mins.....	White Oak St. and 32 <sup>nd</sup> St.
25 mins.....	3 <sup>rd</sup> St. and Nursery St.
0 mins.....	Kids Dream
30 mins.....	66 <sup>th</sup> and Nursery St.
0 mins.....	Main St. and James
60 mins.....	Nursery and North St.
0 mins.....	Walker and 4 <sup>th</sup>

25 mins.....Nursery and Durkee  
 0 mins.....Durkee St.  
 60 mins.....Main and Orchard St.  
 0 mins.....W. 4<sup>th</sup> St.  
 35 mins.....Nursery and 4<sup>th</sup>  
 0 mins.....Main and 66<sup>th</sup>  
 0 mins.....Main and Durkee  
 40 mins.....32<sup>nd</sup> and 66<sup>th</sup>  
 0 mins.....66<sup>th</sup>/M40  
 105 mins.....Nursery/Bitley  
  
 Total radar time hours.....815 mins

### ASSIST LAWTON FIRE/EMS:

Lawton PD assist medical/fire calls .....8

### TRAINING:

The Lawton PD has signed up and paid for a year subscription to “When then project” which is a on line-based training that teaches Officer, supervisor and admin scenarios, real world event scenarios and strategic and creative thinking. This training we will use to fulfill our CPE licensing requirements through MCOLES (State of Michigan) and also to assist LPD in having more opportunities for training and bettering our department and personnel.

### SPECIAL EVENTS:

Officer Largen attended the Football hype bash at Lawton Schools on 8-20-2024.



Long Ship Brewing hosted a festival in the Village on 8-31-2024 in the Village owned parking lot. Officer Largen patrolled the festival sight with no issues to report.

### LAWTON SCHOOLS:

Lawton Schools are back in session starting August 26<sup>th</sup>, 2024.

### THE PD MOVING FORWARD:

#### **New patrol car:**

Our new 2024 patrol car was put into service in the first week of August. This car is now the officer's primary car and the 2020 patrol car is used as a back-up/Chief vehicle.

#### **Garage/evidence area:**

This project is moving forward and it appears we will have dates soon when construction will start.

#### **New officer recruiting:**

Currently it is a priority of the Lawton Police Department to hire new part-time officers to fill in the gaps when our full-time officers are not here due to vacations, sick time or just short staffing. I have been working on a back ground and hiring packet for Christopher Orr for weeks and in the last week of August our village clerk sworn in Officer Orr with the Lawton PD. Officer Orr has worked for 3 different agencies over his career and had a long career in the military. Orr

currently is a detective for the Van Buren County Sherriff's Office and will be a valuable asset to Lawton PD.

**PERSONAL NOTE:**

On August 26<sup>th</sup> Lawton School ended its summer break and the children are all back to school. This means that the crossing guards will be assisting kids crossing the roads and there will be much more foot traffic. LPD will be patrolling the school area and foot traffic areas. We will aggressively enforce traffic violations in this area to protect our children. We will also be foot patrolling the school's interior during the day. Our goal is to make sure that the kids and the school staff know who we are and if they need anything, they can feel comfortable talking to us. We will continue this kind of patrol through the entire school year, as we did last year.

Respectfully,

Chief Greg Cordes  
Lawton PD

*"What is done cannot be undone, but one can prevent it from happening again" (Anne Frank)*

# LAWTON VILLAGE LIBRARY BOARD

Regularly scheduled monthly meeting

Date: 8/26/24

## I. Call to Order

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

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

Members excused: None

Staff Present: Tone

Public Comment (3 minutes per speaker): None

## II. Secretary's Report: The 7/22/24 minutes were accepted as presented.

Reid Moved to accept the 7/22/24 meeting minutes. Second by - Cornish. Motion carried
---

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

- A. Visitors:969
- B. Materials checked out: 1977
- C. Adult Fiction:466
- D. Adult non-fiction: 78
- E. Audio Books: 5
- F. Children Easy Books: 750
- G. Junior Fiction: 247
- H. Junior Non-fiction: 59
- I. Large Print: 224
- J. Periodicals: 22
- K. Videos: 68
- L. Young Adult fiction: 52
- M. VOX books:6

Total: 1977

- N. Computer usage:34 uses
- O. Michigan Overdrive total checkouts: 25933
- P. Michigan Overdrive total holds:10,976
- Q. Michigan Overdrive total users: 6467
- R. New Items Processed: 163
- S. Our MEL items received: 140

- T. Our MEL items sent: 136
- U. Lawton Overdrive downloads: 338
- V. Lawton Overdrive holds: 190
- W. Lawton Overdrive Users: 571
- X. New Library Members: 14
- Y. Total Library Members: 1240
- Z. Hoopla Users: 17
- AA. Hoopla Downloads: 48
- BB. Lawton Website visited : 3126 in the last 30 days
- CC. Facebook visited: 3069
- DD. Special Programs: Book Club – 12; Craft night – 0; Evening Story Time – 0; Knitters – 28; Mystery Club – 6; Story time – 0; White oaks – 12; Blueberry Hill - 8; Summer Programs: Craft Day – 30; CPR Dance – 52; Michigan Mysteries – 14; Air Zoo -35; Venus flytrap – 30; Binder Park Zoo – 95.
- EE. Google: Library Profile Visits: 137 Interactions for June – 20 calls; 131 People asked for Directions; 70 Website visits; 324 Profile Views; 168 Searches.

#### IV. Financial Report

- A. The financial report was presented.

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

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

Receipts: \$ 9834.10

Expenses: \$ 16,319.14

McArthur moved to pay the bills. Second by Rathbun. Motion carried.
---

#### V. Committee Reports

- A. None

#### VI. Communications: None

#### VII: Old Business:

#### VIII: New Business:

1. Summer Reading Stats: See attached

2. Staffing:

Troxell moved to hire Ana Riggs at \$10.33 per hour starting 8/28/24 for the Aide position. Second by Kison; Rathbun – yes; Reid – yes; Cornish – yes; Kison – yes; McArthur – yes; Troxell – yes. Motion carried.

Cornish moved to promote Leah Munson to Associate Director position at current wages with a 90-day evaluation period starting 8/26/24; Second by McArthur. Rathbun – yes; Reid – yes; Cornish – yes; Kison – yes; McArthur – yes; Troxell – yes. Motion carried.

McArthur moved to hire Tammy Preston in the Clerk position starting at \$11.50 per hour with starting date of 9/9/24 dependent upon successful completion of drug/blood testing. Second by Reid. Rathbun – yes; Reid – yes; Cornish – yes; Kison – yes; McArthur – yes; Troxell – yes. Motion carried.

3. Labor Day Closing: Village if closed Saturday and Monday.
4. Artist night – pick a date: re-visit this because of construction on the road.
5. Cleaning: Spik N Span – sent in a bid for \$120.00 every other week for vacuum and trash. Tabled until next month as Tone will talk to the company again.

X. Adjournment – The meeting adjourned at 7:25

McArthur Moved to adjourn the meeting; second by Rathbun

Next Meeting: 9/23/24 at 6:30 PM

Respectfully submitted,

Marianne McArthur, Board Secretary

## Circulation Report for July 2024

We had **969** visitors and checked out a total of in **1,977** materials.

Adult Fiction	466
Adult Non-Fiction	78
Audio Books	5
Children Easy Books	750
Junior Fiction	247
Junior Non-Fiction	59
Large Print	224
Periodicals	22
Videos	68
Young Adult fiction	52
VOX Books	<u>6</u>
<b>Total</b>	<b>1,977</b>
Computer Usage	34 uses
Michigan Overdrive Total Checkouts	25,933
Michigan Overdrive Total Holds	10,976
Michigan Overdrive Total Users	6,467
New Items Processed	163
Our Mel Items Received	140
Our Mel Items Sent	136
Lawton Overdrive Downloads	338
Lawton Overdrive Holds	190
Lawton Overdrive Users	571
New Library Members	14
Total Library Members	1,240
Hoopla Users	17
Hoopla Downloads	48

**Lawton Website visited 3,126 last 30 days**

**Facebook visited 3,069 last 30 days**

Book club: 12  
Craft night: 0  
Evening Story Time: 0  
Knitters: 28  
Mystery Club: 6  
Story time: 0  
White Oaks: 12  
Blueberry Hill: 8

### **Summer Programs:**

Craft Day - 30  
CPR Dance – 52  
Michigan Mysteries - 14  
Air Zoo – 35  
Venus flytrap – 30  
Binder Park Zoo - 95

### **GOOGLE-Library Profile Visits**

#### **137 Interactions for June**

20 Calls, 131 People asked for Directions,  
70 website visits, 324 Profile views, 168  
Searches.

Respectfully Submitted,  
Lyn Tone, Director