



VILLAGE OF PENTWATER

327 South Hancock St P.O. Box 622 Pentwater, MI 49449
(231) 869-8301 - FAX (231) 869-5120
www.PentwaterVillage.org

VILLAGE COUNCIL PUBLIC HEARING AGENDA March 13, 2017, 6:00 pm

For the purpose of presenting the Budget for fiscal year 2017-2018

AGENDA

1. Call to Order & Pledge of Allegiance
2. Roll Call
3. Order of Review
 - A. Explanation and review of proposed Budget by Colleen Moser, Clerk/Treasurer
 - B. Questions by Village Council
4. Open Public Hearing for Public Comments
5. Close Hearing to Public Comments
6. Adjourn Public Hearing

ADJOURNMENT

PUBLIC COMMENTS

1. Will be made ONLY when the Village President opens the meeting for public comments, this is not a Public Hearing. It is asked that you state your name & address to Council. All comments will be addressed to the Village President. All comments are limited to 3 minutes.

Thank you for your cooperation



VILLAGE OF PENTWATER

ON PENTWATER LAKE AND LAKE MICHIGAN
327 South Hancock St. P.O. Box 622 Pentwater, MI 49449
(231) 869-8301 - FAX (231) 869-5120
www.pentwatervillage.org

VILLAGE COUNCIL REGULAR MEETING AGENDA March 13, 2017 at Village Hall.

Agenda to be presented before the Village Council at the regular meeting to be held immediately following the 6:00 P.M. Public Budget Hearing.

1. Call to Order.
2. Council Roll Call.
3. Public Comments.
4. Approval of the Agenda.
5. Public Comments on Agenda Items.
6. Approval of Consent Agenda Items.

All matters listed under Item 6. Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

Approval of Village Council Regular meeting minutes held on February 13, ²⁰¹⁷.

Regular Village bill approval of \$56,911.43. Fire Department bill approval of \$2973.73.

Approval of the use of Village Property:

Movies Nights on the Village Green in 2017: 5/28, 7/9, 7/16, 7/23, 7/30, 8/6 & 8/13, see user agreement.

Pentwater Boy Scout Troop #1145 request use of the Village Green to hold their Scouting for Food Drive, a 24-hour campout on April 7th 3:00 p.m. to April 8th 4:00 p.m.

7. Separate Consent Agenda Item:

Approval of the use of Village Property:

Pamela Burdick requests use of the Village Green for a Wedding to be held on 9-1-2018.

DEPARTMENT REPORTS

1. Village Manager – Rob Allard
2. Police Chief – Laude Hartrum
3. Fire Chief - Terry Cluchey
4. Zoning Administrator – Keith Edwards

COMMITTEE and BOARD REPORTS

1. Buildings & Grounds Committee – Bill Maxwell
2. Finances Committee - Jared Griffis
3. Ordinances Committee – Dan Nugent
4. Personnel Committee – Angell-Powell
5. Promotions Committee – Pamela Burdick
6. Services Committee - Don Palmer

VILLAGE COMMISSION and BOARD REPORTS

1. Planning Commission – Ron Christians
2. Zoning Board of Appeals – Mike Castor
3. DDA – Dr. Claudia Ressel-Hodan

UNFINISHED BUSINESS

1. None

NEW BUSINESS

1. 2017-2018 Budget Approval.
2. Fire Department 2016-2017-Budget Amendments.
3. Fire Department 2017-2018-Budget Approval.
4. Payment to Standard & Poor's Rating, fee of \$11,000.

ADJOURNMENT

PUBLIC COMMENTS

1. Will be made ONLY when the Village President opens the meeting for public comments, this is not a Public Hearing.
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3. All comments will be addressed to the Village President.
4. All comments are limited to 3 minutes.

Thank you for your cooperation

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327 South Hancock Street P.O. Box 622 Pentwater, Michigan 49449
(231) 869-8301 Website: www.pentwatervillage.org

Regular Meeting COUNCIL MINUTES February 13, 2017

Call to Order - President Jeff Hodges called the regular meeting of the Pentwater Village Council to order at 6:00 p.m. at Village Hall in the community room.

Pledge of Allegiance.

Roll Call - Present: Jared Griffis, Dan Nugent, Bill Maxwell, Don Palmer, Michelle Angell-Powell, Pam Burdick and Jeff Hodges.

Absent: None.

Staff present: Village Manager Rob Allard, Clerk/Treasurer Colleen Moser, Police Chief Laude Hartrum, Deputy Clerk Barb Siok, Zoning Administrator Keith Edwards, Fire Chief Terry Cluchey and Village Attorney Brian Monton.

Approval of the Agenda - *Motion* by Angell-Powell supported by Palmer to approve the agenda. Voice vote. AYES: 7 NAYS: 0. ABSENT: 0 Agenda approved.

Consent Agenda- Approval of Village Council minutes from the regular meeting held on January 9, 2016. Regular Village bill approval of \$61,540.04. Fire Department bill approval of \$1,142.40. Approval of Village Council Regular meeting minutes held on January 9, 2017. Regular Village bill approval of \$60,370.50. Fire Department bill approval of \$1,824.49.

Approval of the use of Village Property: Evan Bailey requests use of the Village Green for a Wedding to be held on 6-24-17.

Motion by Maxwell, second by Griffis to approve the consent agenda items. Roll call vote. AYES: 7 NAYES: 0. ABSENT: 0. Consent agenda items approved.

VILLAGE DEPARTMENT REPORTS

Reports are in the meeting packet and posted on www.pentwatervillage.org.

Village Manager –See report.

Police Chief –See report.

Fire Chief – See meeting minutes.

Zoning Administrator – Keith Edwards was introduced as the Village's new zoning administrator.

COMMITTEE REPORTS

Committee meeting minutes are provided if received in time for the packet.

Building and Grounds Committee – No meeting, no report.

Finance Committee – Griffis reported on the meeting held on January 13th, see meeting minutes.

Ordinance Committee. – No meeting, no report.

Personnel Committee- Angell-Powell reported on a meeting held just prior to the council meeting. The Village manager had turned in a letter of resignation; his last day would be 4/30/17. The Manager will stay on longer, if needed, as a consultant , to take care of the treatment plant.

Motion by Angell-Powell, second by Palmer to accept with regret Rob Allard's resignation. Voice vote. AYES: 7 NAYS: 0. Motion approved.

Promotions Committee – Burdick reported on the meeting held on January 5th, see meeting minutes.

Services Committee- Palmer reported on 3 committee meetings and a CIP Capital Improvements workgroup. The committee reviewed the engineering qualifications submissions and chose three firms to interview. The Committee approved the motion to bring before council.

Motion by Palmer, second by Griffis to approve Fleis and VandenBrink at the engineers for the street improvements and that the Village manager to negotiate the contract between the Village and Fleis &VandenBrink. Roll call vote. AYES: 7 NAYES: 0. Motion approved.

VILLAGE COMMISSION AND BOARD REPORTS

Planning Commission- Next meeting on February 15, 2017 at 7:00 p.m.

ZBA- No meeting. No reports.

DDA – Dr. Claudia Ressel-Hodan reported on DDA meeting from February 8th. The DDA adopted its budget of the fiscal year 2017-2018. See meeting minutes.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Street Improvement Bond Resolution. The resolution is to approve \$2,000,000 as the first series of bonds to be sold to fund the street improvements.

Motion by Palmer, second by Maxwell to approve the Street Improvement Bond Resolution. Roll call vote. AYES: 7 NAYES: 0. Resolution approved.

16-17 Budget Amendment. To approve as newly combined departments, dollar amounts unchanged.

Motion by Griffis, second by Nugent to approve the 16-17 budget amendment resolution that combines the departments. Roll call vote AYES: 7 NAYES: 0. Amendment approved.

Adjournment - Hodges asked for a motion to adjourn. *Motion* by Palmer, second by Maxwell. Voice vote. AYES: 7 NAYS: 0 Motion approved. President Hodges adjourned the meeting at 6:37 p.m.

Respectfully submitted,

Colleen Moser, Clerk/Treasurer

Date

February 2017 Check Register for the Village of Pentwater

Check Date	Check	App	Vendor Name	Description	Amount
02/10/2017	43348	AP	All Seasons Porta-Jons LLC	prof.svc.	72.00
02/10/2017	43349	AP	AT&T Mobility	utilities	78.93
02/10/2017	43350	AP	Baker, Doug	cell phone reimburs.	70.00
02/10/2017	43351	AP	BS&A Software	prof.svc.	436.00
02/10/2017	43352	AP	C & I Electric	prof. svc.	788.00
02/10/2017	43353	AP	Companion Life Insurance Co.	insurance	216.16
02/10/2017	43354	AP	Consumers Energy Payment Center	utilities	11,399.40
02/10/2017	43355	AP	Dickenson, David dba C&D Cleaning	prof. svc.	1,039.00
02/10/2017	43356	AP	Firstmerit Bank, N.A.	supplies	971.65
02/10/2017	43357	AP	Frontier	utilities	87.36
02/10/2017	43358	AP	Gillison's Variety Fabrication, Inc	supplies	3,584.61
02/10/2017	43359	AP	Integrity Business Solutions	supplies	63.55
02/10/2017	43360	AP	Klotz Auto Parts Inc.	rpr. mtc.	41.39
02/10/2017	43361	AP	Lighthouse Car Care Center LLC	PD mtc. supplies	38.00
02/10/2017	43362	AP	Ludington Daily News	publishing	125.80
02/10/2017	43363	AP	North Central Co-op Corporation	motorpool	549.74
02/10/2017	43364	AP	North Woods Sign Shop LLC	sesq.promo timp cap bronze plaque	550.00
02/10/2017	43365	AP	Prince & Monton, PLC	VOP General	1,000.00
02/10/2017	43366	AP	Republic Services, Inc.	prof. svc.	9,290.08
02/10/2017	43367	AP	Ressel-Hodan, Claudia	150 promo banners reimb.	491.65
02/10/2017	43368	AP	Tectonics	150 com..promo banners	620.00
02/10/2017	43369	AP	Terminix of West Michigan Inc.	professional svc.	249.00
02/10/2017	43370	AP	The Bank of New York Mellon	VOP unlim tax gen. oblig bond series	750.00
02/10/2017	43371	AP	Trace Analytical Laboratories, Inc.	analytical	1,222.40
02/10/2017	43372	AP	Verizon Wireless	utilities	116.04
02/10/2017	43373	AP	Xerox Corporation	lease/mtc	603.43
02/16/2017	43374	PR	net payroll check	payroll	110.82
02/20/2017	43375	AP	Cintas Corporation	prof. svc.	418.63
02/20/2017	43376	AP	Dixon Engineering, Inc.	prof.svc. project	3,000.00
02/20/2017	43377	AP	DTE Energy Company	utilities	4,403.74
02/20/2017	43378	AP	Evergreen Solutions LLC	supplies	344.26
02/20/2017	43379	AP	Gillison's Variety Fabrication, Inc	woods mower parts	77.40
02/20/2017	43380	AP	Hach Company	supplies	561.82
02/20/2017	43381	AP	Hartrum, Laude	reimb.	207.73
02/20/2017	43382	AP	Integrity Business Solutions	supplies	21.99
02/20/2017	43383	AP	Jobbins, Henry	cell phone reimburs.	64.83
02/20/2017	43384	AP	Kennedy Industries, Inc.	supplies	679.16
02/20/2017	43385	AP	Malburg's Sanitation Service, Inc.	prof.svc. twnshp. south	140.00
02/20/2017	43386	AP	Pentwater Township	prof. svc.(Turf Care-Bell Park)	87.95
02/20/2017	43387	AP	Root's Tire and Service Inc.	supplies. rpr.mtc.	43.25
02/20/2017	43388	AP	Russell, Mike	prof. svc. to remove décor.	550.00
02/20/2017	43389	AP	Snyder Shoe Corp. Ludington	unif.exp.	136.00
02/20/2017	43390	AP	Taser International Corporation	PPD supplies	123.72
02/20/2017	43391	AP	Trace Analytical Laboratories, Inc.	analytical	562.20
02/20/2017	43392	AP	WestMichigan Doc. Shredding LLC	prof.svc.	339.00
02/20/2017	43393	AP	WEX BANK	fuel	856.74
02/28/2017	43394	PR	POLICE OFFICERS ASSOCIATION	dues	120.00
02/28/2017	43395	PR	TECH, PROF & OFFICE ASSOC of MI	dues	75.00
02/28/2017	43396	PR	UNITED WAY OF THE LAKESHORE	united way	37.00
02/28/2017	43397	PR	Priority Health Insurance	insurance	9,496.00
					56,911.43

1:21 PM
03/07/17

Pentwater Fire Department Payment of Bills

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Mar 8, 17	Check	03/08/2017	2486	Larson & Son Ace Hardware	-3.99
	Check	03/08/2017	2487	Consumers Energy	-203.16
	Check	03/08/2017	2488	Charter Communications	-258.00
	Check	03/08/2017	2489	Verizon Wireless	-76.02
	Check	03/08/2017	2490	Hart Area Fire Department	-1,721.40
	Check	03/08/2017	2491	Michael Jonassen, O.D.	-271.20
	Check	03/08/2017	2492	Pentwater Convenience Center	-51.41
	Check	03/08/2017	2493	Paul C. Smith	-16.00
	Check	03/08/2017	2496	Republic Services #240	-372.55
Mar 8, 17				TOTAL	\$ (2,973.73)

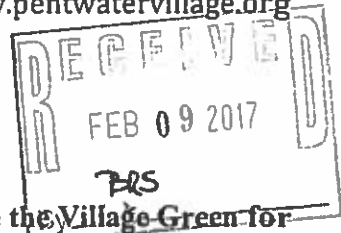
5/28, 7/09, 7/16
7/23, 7/30, 8/6, 8/13
8:30 AM



VILLAGE OF PENTWATER

ON PENTWATER LAKE AND LAKE MICHIGAN
327 South Hancock Street-P.O. Box 622-Pentwater, Michigan 49449
(231) 869-8301 FAX (231) 869-5120

E-mail: Clerk@pentwatervillage.org Website: www.pentwatervillage.org



VILLAGE GREEN USER AGREEMENT

1. Prospective users may make a request to the Village Council to reserve the Village Green for weddings, civic, charitable or other non-profit events. Reservations shall be made through the Village Office during regular business hours. A reservation is confirmed upon approval by the Village Council and completion of this agreement. The Village Green may be reserved any day or evening that other activities are not scheduled. The NON-REFUNDABLE / NON-TRANSFERABLE fee for use of the Village Green for WEDDINGS is \$150.00.

2. Please answer the following:

A. Is your planned event a fully non-profit event? Yes No

B. Will anything be sold by anyone at this event? Possibly yes, to help cover costs of movie
If yes, what is being sold and by whom (name of entity/organization/individual)
popcorn, water, 3 events for bike trail, other for non profit TBD

C. Is there any type of fee charged to anyone to be present at or to participate in this event?

Yes No

If yes, who is receiving the fee? N/A

D. Is any entity or organization named in B and C above a legally established non-profit organization as defined under the Internal Revenue Code? Yes No

Issuance of a permit to use the Village Green is in part in reliance upon the truth and accuracy of this application/agreement. Any violations of this agreement or any misrepresentations may result in the revocation of the permit and a police order for immediate removal of all persons associated with your event from the Village Green.

3. Use only scotch tape when putting up decorations. Decorations should not be nailed, stapled or glued to the walls or furniture. Because there is an underground sprinkling system, DO NOT PUT STAKES INTO THE GROUND.

4. The selling, distribution or consumption of alcoholic beverages on the Village Green is prohibited.

5. The behavior of all persons attending any event is the responsibility of the person and/or the sponsoring organization or entity (hereinafter "responsible parties") making the reservation. The responsible parties agree to insure that all guests behave in such a manner so as not to cause any damage to any persons or property on the premises or to interfere with the rights of neighboring property owners. By your signature on this document, you, the responsible person and sponsoring organization/entity reserving the park, assume

the responsibility for any damage caused by your acts, the acts of any of your guests or any other third party present at the Village Green during the period of reservation.

- 6. To the fullest extent permitted by law Movies on the Green (responsible party) shall defend, protect, hold harmless, and indemnify the Village of Pentwater, its officers, directors, council members, managers, members, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to or sickness or death of, any person, or property damage or destruction (including loss of use) which may be imposed upon, incurred by or asserted against the Village of Pentwater or its related parties allegedly or actually arising out of or resulting from any and all uses or occupancy of the Village of Pentwater as described in this User Agreement, including without limitation any breach of contract or negligent act or omission of Movies on the Green (responsible party) or of Movies on the Green (responsible party) consultants, subcontractors or suppliers, or agents, employees or servants of Movies on the Green (responsible party). This indemnity provision shall include claims alleging or involving joint or comparative negligence.
- 7. The undersigned hereby acknowledge and agree that they have read this agreement and will fully comply with the terms hereof. Failure to restore the premises to its prior condition shall result in the liability for any damages or loss.

I have read this agreement and agree to comply with the terms thereof.

Date of Function: 5/28, 7/9, 7/16, 7/23, 7/30, 8/6, 8/13 Time of Function: Starting @ 8:30 PM

Type of Activity: Movie Nights on the Green # Expected Approx 100?

Date of This Request: 2/9/17 Telephone # 616-293-4859

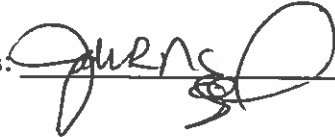
Individual, entity or organization sponsoring or conducting the event:

Movies on the Green Committee

John Nagel, Greg Kopas, Clyde Sheets, Amy Roberson, Michelle Angell, Steve Bass, Sarah Fricke

Address: Claudia Hodan

Signature(s) of, and on behalf of, responsible parties:



Print Name: John Nagel

VILLAGE GREEN

Office Use Only

Council Approval: _____ Date Book: 2/09/17 (Initial)

Paid _____ on _____ (Initial) Sign/Notice _____ (Initial)

MANAGERS REPORT

March 13, 2017

ROAD MAINTENANCE

The mild winter with light snow and warmer than usual temperatures has greatly reduced our Village plowing and salting. We have been able to patch pot holes as early as the first week in March.

Gravel roads in the Village will be graded soon after all the frost is out.

CLEAN WATER PLANT

Flows have begun to creep upward due to inflow and infiltration from the heavy rains of February 28th.

MARINE STRUCTURES

Both the fishing pier and the dingy dock incurred structural damage during the winter. Plans are being made to repair the structures and implement a strategy to reduce continued future winter damage due to ice. The structures will be returned to service as soon as possible.

LEAF VACUME

Leaf vacume maintenance for spring curbside pickup has been completed. No date has been set to begin pickup, but will likely be late April at the earliest.

ANNUAL BUDGETS

The Village budgets have been prepared and approved by the Finance Committee at the March 2nd meeting. The budget will be presented at the March 13 Council meeting.

**Pentwater Police Department
Activity Report
February 2017**

Synopsis

During February the Department remained constant with previous years. There were very few significant complaints.

Activity Highlight

Over the course of the entire monthy the Department received reports of various telecom frauds and schemes which were attempted. No of the attempts were successful.

On 2-3-2017 Officer assisted OCSO in the investigation of a OWI case in Weare Townshp. One Oceana County man was arrested following the investigation.

On 2-8-2017 Officers investigated a neighborhood dispute. The investigation was turned over to the Zoning administrator for review.

On 2-13-2017 Officers acting through mutual aid responded to a report of a female subject standing on a bridge overpass. The suspect was suffering from mental illness. The subject was escorted from the bridge and the investigation was turned over to Oceana County Sheriff's Office

On 2-17-2017 Officers responded to a complaint of threats being made using a telecommunications device. The case remains under investigation.

Project Reports

Pentwater Police Department is working with West Michigan Community Mental Health Systems on a Police / Mental Health Collaboration Grant. Work on this effort continues.

Pentwater Police will be doing annual training during the next 30 days to include; Local Agency Security Officer Training for LEIN, Legal Update Training, Defensive Driving and Emergency Vehicle Operations Training.

Pentwater Police attended the annual Michigan Chief Of Police Convention in Grand Rapids.

These statistics in no way reflect the number or the impact of contacts and interactions that the officers have with citizen and visitors.

Respectfully submitted Chief Laude Hartrum

Pentwater Police Department – Activity Detail

Complaints	Totals
Assists	5
City Ordinance	1
Follow up Investigation	1
Fraud	2
Gas Drive Off	1
Misc.	1
OWL	1
Threats	2
Traffic Stops	8
Well Being	2
Total	24

Tickets

No tickets were issued during the month of February



PENTWATER FIRE DEPARTMENT

486 E. Park Street • P.O. Box 1117
Pentwater, Michigan 49449
Phone (231) 869-5987 Fax (231) 869-8511
www.pentwaterfiredepartment.com

Monthly Meeting Minutes

Meeting Date: Wednesday, February 1, 2017 19:20
Meeting Location: Pentwater Fire Department
Call to Order

- I. Pledge of Allegiance
- II. Reading and Approval of Minutes
 - a. Minutes from 1/4/17
- III. Reports of Officers
 - a. Treasurer Everet Horton- \$57,402.18 left, 74% spent
- IV. Old Business
 - a. FDIC is April 24-29 in Indianapolis
- V. New Business
 - a. Discussion on purchasing a deck gun/monitor for 342
- VI. Training
 - a. Training will be on water supply
- VII. Discussion on Last Month's Calls
 - a. There were 3 fire and 15 medical calls for service for January
- VIII. Adjourn
 - a. A motion to adjourn by Paul Smith was seconded by Everet Horton

(unapproved)
tc



PENTWATER FIRE DEPARTMENT

486 E. Park Street • P.O. Box 1117
Pentwater, Michigan 49449
Phone (231) 869-5987 Fax (231) 869-8511
www.pentwaterfiredepartment.com

Officer Meeting Minutes

Meeting Date: Wednesday, February 1, 2017 18:15
Meeting Location: Pentwater Fire Department
Call to Order

- I. Reading and Approval of Minutes
 - a. Minutes from 1/4/17

- II. Reports of Officers
 - a. Treasurer Everet Horton- \$57,402.18 left, 74% spent

- III. Old Business

- IV. New Business
 - a. There was discussion on fit testing and respirator evaluations

- V. Training- training tonight will be on pump operations

- VI. Adjourn
 - a. A motion to adjourn by Paul Smith was seconded by Everet Horton



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ZONING ADMINISTRATOR'S REPORT

March 7, 2017

The following is a summary of activity conducted by the Zoning Administrator in February, 2017.

Code Enforcement

Nothing outstanding at this time.

Planning Commission

The Planning Commission met on February 15, 2017 to discuss the Zoning Ordinance and Master Plan. The next Planning Commission is scheduled for March 15, 2017 where we will be discussing the State Enabling Act Requirement, the Village Master Plan and the Art & Science of Land Use Planning. We will also begin the discussion of possible minor changes to Chapter 3 – General Provisions of the Zoning Ordinance.

Zoning Board of Appeals

The Zoning Board of Appeals did not meet in February.

Zoning Permits

I did find one Zoning Permit that was issued for January for 40 E. Fifth Street for a 101.5 sq. ft. addition and an 8 ft. x 8 ft. uncovered deck addition. Additionally, one Zoning Permit was issued in February for the expansion of the nonconforming home at 336 N. Rush Street, where the Planning Commission approved the addition of a laundry/bathroom, bedroom and one car attached garage.

Sincerely,

Keith J. Edwards

Keith Edwards
Zoning Administrator



Village of Pentwater
327 South Hancock Street P.O. Box 622
Pentwater, MI 49449
Phone 231-869-8301 Fax 231-869-5120

**Finance Committee Meeting Minutes
March 2, 2017
(Originally scheduled on 2/15/17)**

Chair, Jared Griffis called the meeting to order at 8:30 a.m. held in Village Hall.

Present: Jared Griffis, Don Palmer and Dan Nugent.

Absent: None.

Also Present: Village President Jeff Hodges, Village Manager Rob Allard and Clerk/Treasurer Colleen Moser.

The committee met to discuss to review the 2017-2018 fiscal budget in detail by line item to be presented at the budget public hearing to be held on March 13, 2017. Also discussed was the need for a budget amendment for the marina due to revenue received in 2017 that is for the 2017-2018 fiscal year.

Griffis adjourned the meeting at 9:35 a.m.

Respectfully Submitted,

Colleen Moser

**Minutes of Services Committee
Meeting: Friday, February 10, 2017
2:00 pm, Village Hall**

Members Present: Palmer, Griffis, Maxwell

Members Absent: none

Also Present: Village Clerk/Treasurer Moser, Village Manager Allard,
Village President Hodges, Community Members—Cuchna,
Gee, Holley, Shotwell, Valenzano

Gathering heard the three presentations of the finalists for the Street Improvement Project work: Moore and Bruggink, Fleis and VandenBrink, and Gourdie-Fraser.

After these presentations, the committee with assistance from community experts provided their comments and recommendations with the Services Committee unanimously recommending to the full Council that Village Manager Allard enter into contract negotiations with Fleis and VandenBrink to provide engineering services for the village's street improvement project.

This will be aired during the regular Village Council meeting on Monday, February 13, 2017.

Committee set a Friday, February 17, 2017 kick off meeting with the awarded party in village hall beginning at 2:00 pm.

There being no other items before the committee, meeting ended at 5:25 pm.

Respectfully Submitted,

Don Palmer, Chair
Services Committee
Village of Pentwater

PROFESSIONAL SERVICES AGREEMENT

FLEIS & VANDENBRINK ENGINEERING, INC.
316 Morris Avenue, Suite 230, Muskegon, Michigan 49440
P: 231.726.1000 F: 231.726.2200

This Professional Services Agreement ("PSA") is entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and Village of Pentwater, whose address is 327 Hancock Street, Pentwater, MI 49449, ("Owner") where Engineer agrees to provide services for Owner and Owner agrees to pay Engineer, all in accordance with the terms of this PSA.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under this PSA is as follows; General Consultation services which would include, design engineering services, as authorized by the Village for specific work outlined in approved project proposals. ~~Project No. 1 is the 3rd Avenue Storm Sewer Improvements.~~

AGREEMENT DOCUMENTS: All obligations covered under this PSA are governed by the Agreement Documents, which specifically include this PSA and all of the following documents, which are all incorporated herein by reference; Engineer's proposal letter dated June 20, 2014.

COMPENSATION OF ENGINEER: ~~Project No. 1 is the 3rd Avenue Storm Sewer Improvements. This contract is a Lump Sum Fee contract in the amount of \$2,800 for survey and pre-design estimate, \$5,800 for design and meetings and \$1,200 for bidding. Work will be billed monthly based on the percentage of work completed.~~

Authorized additional services will be provided on an hourly basis plus reimbursable expenses unless otherwise negotiated.

Owner shall Pay Engineer for all Services and reimbursable expenses on a monthly basis or as otherwise stated herein which shall be due and payable within fifteen (15) days of presentation of the invoice. Invoices shall be past due fifteen (15) days after presentation, and shall then incur interest at the rate of 7% per annum, or the highest rate permitted by law, whichever is lower. Reimbursable expenses include the cost of subconsultants.

PAYMENT. If Owner fails to make any payment when due, Engineer may suspend performance of Services hereunder until all past due amounts and accrued interest are paid. Engineer shall have no liability of any type as a result of suspension of services caused by Owner's failure to pay. The suspension of Services shall not limit any other remedy available to Engineer.

If Owner objects to any portion of an invoice, Owner shall notify Engineer in writing within five (5) days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Engineer's favor and not paid by the invoice due date, interest as stated in the agreement shall be paid by Owner on the disputed amount from the original due date.

The Owner's Payment of Engineer's invoices shall not be subject to any right of setoff, and payment shall be due regardless of suspension or termination of this Agreement by either party. If any payment obligation is not paid when due, Owner agrees to pay all costs of the collection, including actual attorney's fees through all levels of appeal, whether or not a legal proceeding for collection is commenced as part of the collection process.

OWNER REPRESENTATIVE. The Owner's representative for this Project shall be Village Manager who shall have complete actual authority on behalf of the Owner and its governing body to make all decisions in connection with the PSA.

OWNER RESPONSIBILITIES. Owner shall timely provide Engineer with all applicable information in its possession and to secure information in the possession of others for Engineer to complete the Scope of Services. Owner shall give Engineer prompt oral and written notice whenever Owner notices, discovers or is made aware of any alleged fault, defect or nonconformance in Engineer's services.

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus reimbursable expenses, unless otherwise negotiated. If the construction period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of Engineer thereafter shall continue to be performed and shall be paid by Owner on an hourly basis plus reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Engineer's Compensation.

DELAYS. Engineer shall not be responsible to Owner for any delay of any type or kind unless caused in whole by Engineer.

CONSULTANTS. Engineer may engage Consultants and subcontractors to perform, in its sole discretion, all or any portion of the Services.

COST ESTIMATES. Engineer has no control over the costs of labor and material for construction or over competitive bidding and market conditions. All cost estimates provided by Engineer are based on Engineer's experience and are considered opinions of probable cost. Engineer does not warrant the accuracy of any cost estimate. If project costs exceed the Owner's expectations and the Owner decides to re-design or re-bid any or all portions of the Work, all re-design, re-bid or other services provided by Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus reimbursable expenses.

INDEMNITY. Owner indemnifies and holds harmless Engineer and its agents, consultants and employees, from and against any claim, injury, damage, cost, expense or liability, regardless of the legal theory, including actual attorneys' fees, whether arising before, during or after completion of Services performed under the PSA, caused by, arising out of, resulting from or occurring in connection with the performance of the Services or any activity associated with the Services, whether or not caused in part by the active or passive negligence or other fault of Engineer excepting only injury to person or damage to property caused by the sole negligence of Engineer. In the case of claims against Engineer or any of its consultants, agents or employees by anyone for whose acts Owner may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts and/or disability benefit acts. This indemnity includes, but is not limited to, any claims resulting from interpretation of or changes to the documents prepared as a result of this PSA. This indemnity survives termination of this PSA.

In addition to the indemnity provided herein by Owner, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to or resulting from any and all environmental contamination on the Project.

Engineer, to the extent covered by insurance, indemnifies and holds harmless Owner and its agents and employees, from and against any claim, injury, damage, cost, expense or liability, arising out of or relating to the Services provided by Engineer for the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property other than the work itself, including the loss of use resulting therefrom, but only to the extent caused solely by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees or consultants.

To the fullest extent permitted by law, a party's total liability to the other party under the terms and conditions of this PSA including any indemnity, as well as to anyone claiming by, through or under the other party, for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party, and any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of all of the responsible parties.

PERFORMANCE STANDARDS. In the performance of this PSA, Engineer shall exercise the ordinary standard of care of Engineers in the city, municipality or political subdivision where the Project is located.

LIMITATION OF LIABILITY. Engineer shall not be liable for any claim, damage, cost, expense or other liability not caused by negligent acts, errors or omissions of Engineer. The total liability of Engineer under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Engineer's officers, directors, employees, or agents or consultants, for any claims arising out of the PSA, shall not exceed the fees actually paid by the Owner for the particular Service which forms the basis of the claimed liability.

Engineer makes no warranties, express or implied, with respect to the Services under the PSA, and disclaims any liability for implied warranties of any type or kind, including but not limited to implied warranties of fitness or merchantability, and disclaims any liability for special or consequential damages of any type or kind. Within these limitations, Engineer shall not be liable in any way for errors, omissions or negligence unless caused by the sole and exclusive negligence of Engineer. For all PSAs which involve multiple projects or general consultations, or various services for various projects over a period of time, liability shall not exceed the fee actually paid by the Owner for the particular Services on the specific Project or consultation or assignment which forms the basis of the claimed liability and any statute of limitations shall commence upon the completion of the task giving rise to the claim, not the last unrelated service provided under the PSA for general consultation services. To the extent that Engineer may be found liable under the terms of this paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

INSURANCE. Upon Owner's request, Engineer will furnish Owner with a written statement of insurance coverage. No oral representations regarding insurance shall be binding.

SITE ACCESS. Owner shall be solely responsible for obtaining all site access, easements, and permission from third party property owners for Engineer to access the site to perform the Services herein. Owner is solely responsible for any claims arising from the disturbance of surface or subsurface soil or water conditions caused by the performance of Engineer's Services, excepting damages caused by the sole negligence of Engineer. Engineer will take reasonable precautions to avoid damage to underground structures and utilities. Owner indemnifies Engineer from any damage caused by or to underground structures and utilities not called to Engineer's attention, all in accordance with the indemnity provisions herein. Owner shall provide Engineer with a list of all known hazardous substances on site and a list of protective measures in case of exposure, all in compliance with the current Federal, State and Local Right to Know laws and Federal Hazard Communication Standards.

DRAWINGS, SHOP DRAWINGS AND SUBMITTALS. At all times, and for all purposes, Engineer is the sole and exclusive owner of all drawings and Contract Documents prepared by it and upon completion or termination, all such drawings and Contract Documents shall immediately be returned to Engineer. Engineer shall have no liability of any type or kind to any person for owner's use of any Engineer prepared drawings or Contract Documents following completion or termination. Engineer shall have no liability for erroneous record drawings or electronically manipulated drawings based on information provided by others. If shop drawing or submittal review is part of the Services Engineer provides, Engineer will review the shop drawings and submittals only for conformance with the design concept of the project and compliance with the Contract Documents. Unless specifically indicated in writing, this PSA does not include the preparation of record drawings.

CONSTRUCTION PHASE SERVICES. Unless specifically included in the Scope of Services, there are no construction phase services as part of this PSA and Engineer assumes no liability with regard to construction being in compliance with construction Contract Documents. Owner assumes all responsibility for construction observation and any errors discovered during construction while Engineer is not involved with the Project. If Engineer has no construction phase responsibilities, Owner assumes all responsibilities for document interpretation and, unless specifically indicated to the contrary in writing describing construction observation services and the resultant compensation, Owner waives any claim against Engineer in any way connected to document interpretation or construction observation or the lack thereof. Engineer does not warrant construction quality.

REJECTION OF WORK. In the event that the Scope of Services includes construction phase services in the form of site observation, then Engineer shall have the authority to reject any work which is not, in the judgment of the Engineer, in conformance with the Contract Documents, Plans and Specifications. Neither this authority nor Engineer's good faith judgment to reject or not reject any work shall subject Engineer to any liability or cause of action to any contractor, subcontractor, supplier, or Owner on the Project.

SPREAD OF CONTAMINATION. Owner understands and agrees that Engineer shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is substantially caused by the negligence of Engineer. To the extent that Engineer may be found liable under the terms of this Paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

FAILURE TO ENCOUNTER HAZARDOUS MATERIALS. Owner understands that the failure to discover hazardous materials does not guarantee that: (1) hazardous materials do not exist at the project site, and/or (2) that a non-contaminated site may later become contaminated. Although Engineer will use reasonable care and a level of skill ordinarily exercised by members of the profession currently practicing in the city, municipality or political subdivision where the Project is located under similar conditions, Owner agrees that Engineer shall not be responsible for the failure to detect the presence of hazardous materials through techniques and practices commonly used for those purposes.

PERMITS AND APPROVALS. Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. For an additional fee, Engineer may assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research,

attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If Engineer participates in any way with any permitting process, Engineer provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Engineer for all fees and reimbursable expenses under this PSA regardless of the outcome of approval or denial of permits or other approvals.

ADA AND CODE COMPLIANCE. The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, the Engineer will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project. The Engineer does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances and regulations as they may apply to the Project. Owner shall pay Engineer its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to any existing laws, codes or regulations after the date that this PSA is last signed by the parties.

WAIVER. No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver of such right or remedy and a waiver on any one (1) occasion shall not be construed as a bar to or a waiver of any subsequent breach of the same or any other provision of the agreement on a future occasion. No waiver by Engineer of any breach by Owner of a provision of this PSA shall be deemed a waiver of any other provision hereof or of any subsequent breach by Owner of such provision.

ENFORCEABILITY. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

SEVERABILITY. In the event that any one (1) or more provisions contained in the agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the agreement shall not be affected or impaired.

OWNERSHIP OF INSTRUMENTS OF SERVICE. Engineer's documents prepared pursuant to this PSA, including those in electronic format, are Instruments of service. All reports, plans, specifications, computer files, field data, notes and other documents prepared by Engineer as Instruments of service shall remain the property of Engineer. Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto and all other intellectual property rights. Owner shall not use or permit the use of said documents on any other project. Owner fully indemnifies Engineer against any and all claims for unauthorized use.

TERMINATION: This PSA may be terminated by either party upon seven (7) days written notice. Upon termination, Engineer shall be paid by Owner for all Services performed up to the notice of termination, as well as all costs necessary to demobilize from the site.

DISPUTE RESOLUTION: Claims and disputes arising out of or relating to this PSA involving claims in the aggregate of less than twenty-five thousand dollars, (\$25,000.00) without interest or attorneys fees and without consideration of counterclaims, shall be decided by a court of competent jurisdiction exclusively in Muskegon County, Michigan. Claims and disputes arising out of or relating to this PSA involving claims in the aggregate of greater than twenty-five thousand dollars (\$25,000.00) shall be decided by arbitration in accordance with the applicable rules of the American Arbitration Association. There shall be a single arbitrator. The award shall be final and binding and enforceable in a court of competent jurisdiction. In either arbitration or litigation, the prevailing party shall be entitled to recover its attorney's fees and costs through all levels of appeal. Jurisdiction, venue and the hearing locale for all arbitrations or litigation shall lie exclusively in Muskegon County, Michigan.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this PSA and the Services provided herein are exclusively for the direct benefit of the Owner indicated above. Owner shall ensure that all other agreements relating to this project reflect that there are no third party beneficiaries to this PSA.

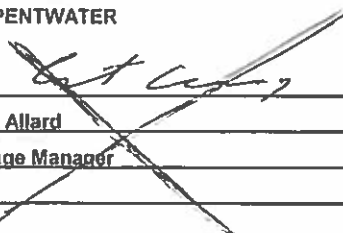
ASSIGNMENT. This is a professional services contract and is non-assignable without the express written consent of Engineer.

MISCELLANEOUS. No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Owner, shall be binding upon Engineer unless agreed to in writing signed by an authorized representative of Engineer, and Engineer expressly rejects all such additional or contrary terms as may be contained in Owner's documents. The terms in this PSA will have precedence over any other terms expressed by the Owner's authorization process such as a purchase order. Engineer's performance is conditioned on Owner's unmodified consent exclusively to this PSA. Engineer shall have the right to correct any errors, whether clerical or mathematical, which are contained in this PSA. Unless otherwise specifically indicated in writing or otherwise required by law and paid for by Owner, there are no Performance or Payment bonds required on this Project. This PSA shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. This PSA shall be governed by the laws of the State of Michigan. This contract sets forth the entire agreement between Engineer and Owner. This is a fully integrated contract.

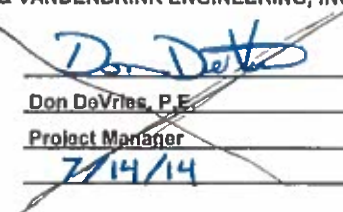
ELECTRONIC/FACSIMILE SIGNATURES. The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

IN WITNESS WHEREOF, the parties hereto have made and entered into this PSA. To be valid, this PSA must be signed by an authorized representative of Fleis & VandenBrink Engineering, Inc.

OWNER
VILLAGE OF PENTWATER

By: 
Rob Allard
Title: Village Manager
Date: _____

ENGINEER
FLEIS & VANDENBRINK ENGINEERING, INC.

By: 
Don DeVries, P.E.
Title: Project Manager
Date: 7/14/14

Minutes of Services Committee

Meeting: February 15, 2017, 2:45 pm, Village Hall

Members Present: Palmer, Griffis

Members Absent: Maxwell

Also Present: Hodges, Allard, Tom Stoneman

Resident Tom Stoneman, Medford Street, presented his matter of water running and not shut off in January, 2017. As he understands owner's responsibilities, including shut off plan notice from the village, the committee made a motion (Palmer) and supported by Griffis to grant an \$82.00 sewer refund.

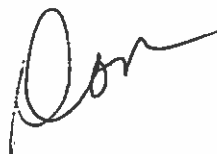
Discussion followed with suggestion to property owner to seek insurance claim, if not already done so.

Motion unanimously approved.

There being no other matters before the committee, meeting adjourned at 3:00 pm.

Respectfully Submitted,

Don Palmer, Chair
Services Committee
Village of Pentwater

A handwritten signature in black ink, appearing to read "Don", is written over the printed name of Don Palmer.



VILLAGE OF PENTWATER

Planning Commission

ON PENTWATER LAKE AND LAKE MICHIGAN
327 South Hancock Street, P.O. Box 622, Pentwater, Michigan 49449
(231) 869-8301 – FAX (231) 869-5120

Regular Meeting Minutes – February 15, 2017

Chairperson Christians called the regular meeting of the Pentwater Village Planning Commission Meeting to order at 7:05 pm with the Pledge of Allegiance.

ROLL CALL

Present: Ron Christians, Michelle Angell-Powell (arrived at 7:20 pm), Mark Benner, Bruce Koorndyk, & Paul Anderson

Absent: Kirstin McDonough

Staff Present: Keith Edwards, Zoning Administrator

APPROVAL OF AGENDA

Motion by Koorndyk, second by Anderson to approve the Agenda as amended, to move New Business ahead of old business to allow the applicant to leave the meeting prior to the discussion of the Old Business.

Voice Vote: Aye: 4 Nay: 0 Absent: 1 **Motion carried.**

APPROVAL OF REGULAR MINUTES

Motion by Benner, second by Koorndyk to approve the January 18, 2017 regular meeting minutes as presented.

Voice Vote: Aye: 4 Nay: 0 Absent: 1 **Motion carried.**

PUBLIC COMMENTS ON AGENDA ITEMS

None

COMMITTEE/DEPARTMENT REPORTS

A. Zoning Administrator

Edwards reported that no Zoning Permits had been used thus far for January 2017.

B. Zoning Board of Appeals

No meeting. No report.

NEW BUSINESS

A. 336 N. Rush Street – Expansion of Non-Conforming Building – Front Setback

The owner of 336 N. Rush Street, Robin Reser-Martens is proposing a single story 1,152 sq. ft. addition (approx.) the circa 1880's farm house. The proposed addition consists of a bedroom, bathroom with laundry (approx. 576 sq. ft.) and a 24 ft. x 24 ft. attached. The existing 22 ft. x 24 ft. detached garage is proposed to remain on the property.

The existing home is situated on the east side of Rush Street, south of Hanover Street on an interior lot comprised of lots 9 and 10 of Block 3 of Cobb's Addition to the Village of Pentwater. The property is located within the R-2, Single Family Residential Zoning District, and contains approximately 30,000 sq. ft.

The home has an existing front setback of 11 feet on Rush Street where 17 feet is required. The owner proposes to construct the addition with a 12 ft. front setback to Rush Street and a 24 ft. side setback to the north lot line. The rest of the existing home will remain as is, with a 10 ft. side setback existing to the south and retaining the approximately 180 foot setback to the rear lot line. The proposed addition will be located approximately 50 ft. from the nearest portion of the existing detached garage. The proposed addition does not exceed the maximum building height requirements of 35 feet. Lastly, the proposed addition will not cause the lot coverage to exceed 50% of the lot area in accordance with Section 6.04.E of the Zoning Ordinance.

With the addition of the proposed garage, the allowable gross floor area (GFA) of accessory buildings as described in Section 3.08.D.1.b would be exceeded. The existing GFA of the existing garage is 528 sq. ft., and the GFA of the proposed attached garage is 576 sq. ft., for a total of 1,104 sq. ft.

The Planning Commission reviewed the standards for consideration as listed in Section 3.24.B of the Zoning Ordinance. The applicant offered to reduce the size of the attached garage in order to comply with Section 3.08.D.1.b of the Zoning Ordinance.

Motion by Benner, seconded by Anderson to approve the proposed addition to 336 N. Rush Street with the following conditions:

1. The applicant will redesign the proposed addition or otherwise comply with Section 3.08.D.1.b of the Zoning Ordinance for the allowable area of accessory buildings;
2. The Planning Commission approves the proposed addition to exceed the 50% allowance in accordance with Section 3.24.B.1.d.; and,
3. The front setback of the proposed addition meets the requirements of Section 3.24.B.8 of the Zoning Ordinance with the proposed 12 ft. front setback as shown on the survey.

Vote on the motion: The motion was approved unanimously, 4 to 0.

OLD BUSINESS

A. Discussion of the Comprehensive Planning Process

The Planning Commission review the memorandum dated February 14, 2017 from Zoning Administrator Keith Edwards. Edwards will provide a presentation of the practice of planning at the next meeting. No action required by the Planning Commission

B. Discussion of Zoning Ordinance Amendments

The Planning Commission review the memorandum dated February 14, 2017 from Zoning Administrator Keith Edwards. Edwards will introduce Zoning ordinance amendments pursuant to the outline in his memo at the next meeting. No action required by the Planning Commission.

COMMUNICATIONS FROM PLANNING COMMISSION MEMBERS

None.

ADJOURNMENT

Christians adjourned the meeting at 8:40 p.m.

Respectfully Submitted,

Keith Edwards
Zoning Administrator

Date

DDA
Report To March 2017 Council Meeting

The DDA meet on February 8, 2017

The following are the highlights of the meeting. Please refer to the unapproved Board meetings for additional details.

- Budget for 2017-18 was set at \$27,000
- DDA will be attending the Buildings and Grounds Meeting on March 30th to discussed ideas regarding Hancock Improvements.
- Marketing Committee is meeting to send survey to business and buildings owners approximately May 2017

Respectfully Submitted
Claudia Ressel-Hodan
Chair DDA Board

Village of Pentwater - Downtown Development Authority
Regular Meeting Minutes – Wednesday, February 8, 2017

Call to Order: Chair Claudia Ressel-Hodan called the meeting to order at 8:38 AM followed by the Pledge of Allegiance to the flag.

Attendance Roll Call: Chris Dunn, Jack Witt, Jeff Hodges, John (Buz) Graettinger, John Nagel, and Claudia Ressel-Hodan.

Absent: Jilly Barnes, Terry Lambrix, Crystal Babbin, Doug Osborn, and Terry Valenzano.
Also present: Village Manager Rob Allard and Deputy Clerk/Treasurer Barbara Siok.

Public Comments: None

Agenda: **Motion** to approve agenda by John (Buz) Graettinger, second by John Nagel. Voice vote. All Ayes. Opposed: None. Motion carried.

Approve Minutes of December 14, 2016 Meeting:

Motion to approve the meeting minutes by Chris Dunn, second by Jeff Hodges. Voice vote. All Ayes. Opposed: None. Motion carried

Chair Claudia Ressel-Hodan stated Crystal Babbin, (not present), is a new member to the DDA. Jack Witt asked for a copy of a current list of DDA members with contact information.

COMMITTEE REPORTS

Treasurer's Report: Jack Witt distributed copies of the financial report. Jack explained money spent on handout. Discussion of 2017 budget, revenue and expenditures followed.

Motion by John (Buz) Graettinger, second by Chris Dunn. Voice vote. All Ayes. Opposed: None. Motion carried.

Approval of 2017-18 Budget: Group discussion of projects and spending by incorporating the anticipated tax revenue.

Motion by Jack Witt, second by John (Buz) Graettinger to approve the DDA's 2017-2018 annual budget as the total DDA revenue of \$22,000, total DDA appropriations of \$27,000 and \$5000 deficit spending using the fund balance. Roll call vote: Ayes: 6. Nays: 0. Absent: 5

Chair Claudia led discussion of proposed projects using the planning work sheet handout:

<u>Community Promotions:</u>	Bike Share Project	\$500
	Fall Decorations	\$1000
	Christmas Decorations	\$7000
	Bike Rack Contest	\$1200
	Marketing	\$3000
	Other	\$1655
	Administration	\$1200
<u>Hancock Improvements:</u>	Banners (Sesquicentennial)	\$1000
	Historical Flower Pots	\$250
	Tree Surround Improvements	\$8000
<u>WIFI:</u>	Sky-Web Contract	\$995
	Charter Contract	<u>\$1200</u>
Total:		\$27,000

Village of Pentwater - Downtown Development Authority
Regular Meeting Minutes – Wednesday, February 8, 2017

Beautification: Claudia said the Beautification Committee had a discussion about painting a wall on the building of the Chamber of Commerce. Manager Rob Allard advised to send that proposal to the Building and Grounds Committee. Claudia discussed the handout entitled, "2017 Proposal to Garden Club and DDA for Founders Day and Hancock Beautification for Season." The Founders Day Team proposed the DDA help provide funding for additional flower pots and signs. Claudia said \$235 is needed for the project. **Motion** to put \$235.00 towards the Founders Day/ Hancock Beautification project, second by John Nagel. Roll call vote. Ayes: 6. Nays: 0. Absent: 5. Motion carried.

Marketing: Chris Dunn reported the Marketing Committee had a discussion about the DDA and the Chamber of Commerce. They agreed to send a survey for feedback from both business and building owners in the DDA tax district for future projects. Claudia asked Chris to co-chair the Committee, he agreed. Chris Dunn will co-chair the Marketing Committee. John (Buz) Graettinger suggested the Marketing Committee as a collaborative effort, target a significant businesses (or type of businesses) or building owner not only to get input but also show we care. A suggestion was made for the Marketing Committee to send a letter to invite everybody who is a stakeholder but instead rather to amend the survey to ask a question about the interest of future projects.

Sesquicentennial Update: Claudia gave an update about the banners paid for by the DDA with a handout entitled, "DDA Banner Contribution to Sesquicentennial" picturing 3 banners. Claudia explained the total of \$700 had previously been approved at the December DDA meeting leaving a \$112 deficit.

Motion to spend an additional \$112 for Sesquicentennial banners by Claudia Ressel-Hodan, second by John (Buz) Graettinger. Roll call vote. Ayes: 6. Nays: 0. Absent: 5. Motion carried.

New Business: None

Jack Witt said that he will report the results of replacing the bricks around the trees in front of his business after it has been completed. Jeff Hodges stated there had been a proposal about having a music festival and would support the plan if it is controlled and follows all the Village process and procedures. Discussion followed.

Adjournment: There being no further discussion, the meeting was adjourned as 10:08 AM, by Chair Claudia Ressel-Hodan.

The next scheduled DDA Meeting is April 12, 2017, at 8:30 AM in the Community Room.

Respectfully submitted,

Barbara Siok
Deputy Clerk/Treasurer

Date

Township of Pentwater

Phone: (231) 869-6231
Fax: (231) 869-4340
www.pentwatertwp.org

327 Hancock Street
P.O. Box 512
Pentwater, Michigan 49449

February 15, 2017


Pentwater Fire Department Fiscal Year 2016-2017 Budget Line Item Amendment

Sue Johnson
Clerk
Pentwater Township

Per Article V Section 5.3 of the Intergovernmental Fire Agreement between Pentwater Township and the Village of Pentwater the following line item amendments to the 2016-17 fiscal year Pentwater Fire Department budget has been approved by Rob Allard Pentwater Village Manager and Charles F. Smith Pentwater Township Supervisor on February 15, 2017

<u>FROM</u>		<u>TO</u>			
<u>Line Item #</u>	<u>Discription</u>	<u>Amount</u>	<u>Line Item #</u>	<u>Discription</u>	<u>Amount</u>
	Contingency Line Item	\$2,000.00	930.000	Repair/Maint.	\$2,000.00
800.000	Prof. Contractual	\$2,500.00	930.000	Repair/Maint.	\$2500.00
860-000	Travel/Lodging	\$2,000.00	930.000	Repair/Maint.	\$2,000.00
880.000	Community Promo	\$1,000.00	930.000	Repair/Maint.	\$1,000.00
970.000	Capital Outlay	\$2,000.00	930.000	Repair/Maint.	\$2,000.00
940.000	Rentals	\$1,000.00	930.000	Repair/Maint.	\$1,000.00
910.000	Insurance	\$800.00	762.000	PFD Uniforms	\$800.00
960.000	Education/training	\$2,000.00	740.000	Operating Supplies	\$2,000.00


Rob Allard
Pentwater Village Manager


Charles F. Smith
Pentwater Township Supervisor



PENTWATER FIRE DEPARTMENT

486 E. Park Street • P.O. Box 1117
Pentwater, Michigan 49449
Phone (231) 869-5987 Fax (231) 869-8511
www.pentwaterfiredepartment.com

Charles F. Smith
Pentwater Township Supervisor
02/14/2017

2017 Budget Amendments

From:

Contingency Fund; \$2000.00	To	930.000
800.000: \$2500.00	To	930.000
860.000: \$2000.00	To	930.000
880.000: \$1000.00	To	930.000
970.000: \$2000.00	To	930.000
940.000: \$1000.00	To	930.000
910.000: \$0800.00	To	762.000
960.000: \$2000.00	To	740.000

Please have these budget amendments approved by the Pentwater Township and Village of Pentwater.

Sincerely,

Terry Cluchey
Fire Chief
Pentwater Fire Dept.

FIRE PROTECTION SERVICES	
INTEREST	
RENTS	
MFR Reimbursements	
Grant Reimbursements	
10% Matching Grant Fund	
Fire Trailer Income	
From - Fund Balance	
TOTAL	

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
FIRE PROTECTION SERVICES	\$192,536.34	\$196,446.98	\$198,638.08	\$199,096.06	\$203,774.25	\$205,456.27
INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RENTS	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
MFR Reimbursements	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
Grant Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10% Matching Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fire Trailer Income	\$3,200.00	\$0.00	\$3,200.00	\$3,200.00	\$3,200.00	\$0.00
From - Fund Balance						
TOTAL	\$215,136.34	\$215,846.98	\$221,238.08	\$221,696.06	\$226,374.25	\$224,856.27

EXPENDITURES

Contingency

677.001 FIRE TRAILER	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	\$2,000.00
702.000 WAGES	\$55,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00
714.000 FICAMC	\$4,250.00	\$4,972.50	\$4,972.50	\$4,972.50	\$4,972.50	\$4,972.50
721.000 MUTA EXP	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
740.000 OPERATING EXPENSES	\$12,800.00	\$13,010.00	\$14,010.00	\$14,010.00	\$14,100.00	\$14,100.00
740.215 COPIER LEASE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
762.000 PFD UNIFORMS	\$1,000.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00
800.000 PROFESSIONAL/CONT SERV	\$1,500.00	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00	\$2,800.00
820.000 MEMBERSHIP/DUES	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
860.000 TRAVEL/MEALS/LODGING	\$3,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,531.17	\$4,531.17
880.000 COMMUNITY PROMOTION	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
900.000 PUBLISHING	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
910.000 INSURANCE	\$16,000.00	\$16,000.00	\$18,500.00	\$20,000.00	\$20,000.00	\$21,000.00
920.000 UTILITIES	\$9,000.00	\$10,000.00	\$11,412.00	\$11,412.00	\$12,000.00	\$13,000.00
930.000 REPAIR/MAINTENANCE	\$26,400.00	\$25,400.00	\$23,000.00	\$31,000.00	\$28,000.00	\$28,000.00
940.000 RENTAL	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
940.591 FIRE HYD. RENTAL	\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00
946.000 POSTAGE	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
956.000 MISCELLANEOUS	\$300.00	\$400.00	\$400.00	\$500.00	\$500.00	\$500.00
960.000 EDUCATION/TRAINING	\$3,500.00	\$3,500.00	\$3,500.00	\$3,330.98	\$3,300.00	\$3,300.00
970.000 CAPITAL OUTLAY	\$30,636.34	\$13,202.34	\$15,250.00	\$11,700.00	\$19,200.00	\$17,882.02
970.300 FUTURE EQ/IMPROVEMENT	\$38,750.00	\$42,262.14	\$40,000.00	\$0.00	\$0.00	\$0.00
970.302 DEBT SERVICE	\$0.00	\$0.00	\$0.00	\$33,970.58	\$33,970.58	\$33,970.58
TOTAL	\$215,136.34	\$215,846.98	\$219,844.50	\$221,696.06	\$226,374.25	\$224,856.27
Transfer To Fund Balance						
Total						
Total Fund Balance						

S&P Global Ratings

Morna Lebron
Manager Fee Administration
55 Water Street, 38th Floor
New York, NY 10041-0003
tel 212 438-6808
morna.lebron@spglobal.com
Issue No.: 1473821
Obligor ID : 412099

February 17, 2017

Pentwater Village
327 S Hancock
PO Box 622
Pentwater, MI 49449
Attention: Mr. Rob Allard, Manager



Re: US\$2,000,000 Village of Pentwater, County of Oceana, State of Michigan, Unlimited Tax General Obligation Bonds, Series 2017, dated: Date of delivery, due: April 01, 2032

Dear Mr. Allard:

Thank you for your request for a public S&P Global Ratings credit rating for the above-referenced obligations. We agree to provide credit ratings for the obligations in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee of \$11,000 plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Derivatives Products Analysis Fee. S&P Global Ratings charges a separate fee for our review of derivative products. This separate fee is applicable for derivative products secured by any of the issuer's revenues. Derivative products include, but are not limited to, interest rate swaps, caps, collars, floors, and swaptions. Derivative products analysis fees will be determined on a case-by-case basis based on the number and complexity of the derivative products.