VILLAGE OF PENTWATER
VILLAGE COUNCIL
REGULAR COUNCIL MEETING
September 14, 2026, at 6:00 P.M.
PARK PLACE MEETING CENTER

https://us02web.zoom.us/j/84904995545?pwd=6NfHlinpiCjWSW1WtMe8Y7klNvedWR.1

Meeting ID: 849 0499 5545

Passcode: 813700

1. **CALL TO ORDER – PLEDGE OF ALLEGIANCE**
2. **COUNCIL ROLL CALL**
3. **PUBLIC COMMENTS** (items on the agenda)
4. **APPROVAL OF THE AGENDA**
5. **APPROVAL OF CONSENT AGENDA**

   Consent agenda items are regarded as routine and will be enacted with a single motion. If a discussion on any item is necessary, it will be removed from the consent agenda and addressed separately.

   A. Approval of Minutes: Regular Council Meeting August 10, 2026
   B. Disbursements – Village: Accounts Payable: $123,757.70 Payroll: $146,529.56
   C. Disbursements – Fire Department: Accounts Payable: Payroll
   D. Commission & Board Reports: Planning Commission August 25, 2026, & DDA Meeting August 13, 2026, Service Committee Meeting September 8, 2026
   E. Requests for Village Green Property use:
   Chamber of Commerce Beats & Brews, May 1, 2027 & Octoberfest, Oct. 10, 2027
6. **CORRESPONDENCE**
7. **TREASRERS REPORT**
8. **DEPARTMENT REPORTS** in packet
9. **COMMITTEE REPORTS**
10. **UNFINISHED BUSINESS**

    A. None
11. **NEW BUSINESS**

    A. Agreement Terminating Intergovernmental Agreement for Operation, Funding and Maintenance of the Pentwater Fire Department
    B. Resolution 2026-09-07 Approving Lot Split
    C. Resolution 2026-09-06 Oceana County Hazard Mitigation Plan
    D. BS&A Cloud
    E. Withdraw Village Manager Position from MERS
    F. Donation & Recognition Agreement
    G. Leaf Pick Up
    H. Water Shut Offs
    I. Seasonal Shut Off/Turn on Fee
    J. Great Lakes Fishery Grant Approval
12. **MANAGER'S REPORT**
13. **DISCUSSION**
14. **PUBLIC COMMENT**

    Will be made when the President opens the meeting for public comments. It is asked that you state your name and address to the Council. All comments will be addressed to the Village President. All comments are limited to 3 minutes.

    Thank you for your cooperation.
15. **ADJOURMENT**

VILLAGE OF PENTWATER
VILLAGE COUNCIL
REGULAR COUNCIL MEETING MINUTES
August 10, 2026, at 6:00 P.M.
PARK PLACE MEETING CENTER

1. **CALL TO ORDER – PLEDGE OF ALLEGIANCE**
   Council President Mary Marshall called the meeting to order at 6:00 P.M. and the Pledge of Allegiance was recited.

2. **COUNCIL ROLL CALL:**
   Present: Bluhm, Griffis, Nugent, O'Connor, Palmer, Schrumpf, Marshall
   Absent: None. Motion carried.

3. **PUBLIC COMMENTS** (items on the agenda) - None

4. **APPROVAL OF THE AGENDA**
   Motion by Griffis seconded by Palmer to approve the agenda.
   All in favor: 7
   Opposed: 0 Motion carried.

5. **APPROVAL OF CONSENT AGENDA**
   Consent agenda items are regarded as routine and will be enacted with a single motion. If a discussion on any item is necessary, it will be removed from the consent agenda and addressed separately.
   A. Approval of Minutes: Regular Council Meeting July 13, 2026
   B. Disbursements – Village: Accounts Payable: $508,453.59 Payroll: $106,845.59
   C. Disbursements – Fire Department: Accounts Payable: $830.51 Payroll:
   D. Commission & Board Reports: Planning Commission July 28, 2026, Meeting Services Committee August 4, 2026.
   E. Requests for Village Green Property use: Chamber of Commerce 2027 Events (see attached for dates)

   Motion by Palmer to approve the consent agenda items A-D, remove E for discussion seconded by Nugent. All in favor. Motion carried.

   President Marshall asked Clerk to request Chamber of Commerce to fill out Village Green Use Request Form for 2027 Events that involve Alcohol.

   Motion by Palmer to approve all Chamber of Commerce 2027 Non-Alcoholic Events at the Village Green, seconded by Griffis. All in favor. Motion carried.

6. **CORRESPONDENCE –** Letters from Pentwater Historical Society & MML

7. **TREASURERS REPORT**
   Treasurer Michelle Bieri reported account balances are on Cash Summary and Fund Balance Reports in the packet. She pointed out there may be some numbers that may be confusing. The check disbursement report was run in July, then the funds were transferred

in August. I tried to run most of the reports with the August 5 date just to reflect those differences. Tax funds are all deposited into the SSB Tax account, then we write checks to the Village and deposit money into the Huntington account for the General fund, DDA, Park Place, etc… for everything except for the Bond Payment that gets transferred to a different account at SSB. The reason I'm sharing this with you is because the Check Disbursement Report seems higher than usual with $508,452.59 in disbursements. Of the $500,000, a little more than $300,000 is us paying the general fund, the DDA, Park Place, etc. If you ever have questions, please feel free to call or come in, I am happy to answer any questions at any time.

As far as Taxes go, we have collected $313,654.27 out of the $1,741,875.66 levied. We will be busy for the next 4 weeks! Taxes are due September 14; as approved by the Council we will still collect after that, up through February. We will send out notices to anyone that has not paid by the end of September; if we turned over to the County, people would not get a notice until the "June 1" letter.

As far as the office is concerned, the "South" continues to be very busy. If you've been in the office, we lovingly call the workspace where Jody, Casey and I work as the South, and Toby and Aaron are the North. The South gets the warm sun, while the North has the golf course view. Back to us being busy, I want to apologize for the packets not getting out on Wednesdays as in the past, and I appreciate the Councils patience while we all are transitioning in our new positions. I also wanted to point out what hardworking and dedicated employees you have in the office. Daily, I see Casey and Jody going above and beyond what is expected of them. From personally checking out a restroom complaint after everyone else had left, to figuring out a "three-year analysis" for a resident's bills over the past year, which had been lower than in the past, and reaching out to the resident to explain. Things are moving a little slower than in the past, but I can say the people that we work for, the taxpayers, are definitely being taken care of in the office, and I am confident as everyone gets more comfortable with our positions, duties and procedures everything will run a lot smoother.

Lastly, August 17-19 I will be out of the office for another Treasurer training course and again thank the Council for their support of the staff in this way.

8. **DEPARTMENT REPORTS** in packet

Police Chief Hartrum stated in his Department Report that those 151 calls reports were incorrect; it was 124. Hartrum also gave a brief overview of the Allister Program/Flock Camera.

9. **COMMITTEE REPORTS**

A. Services Committee

Chairman Bluhm stated he will explain more under new business.

10. **UNFINISHED BUSINESS**

A. School Resource Officer Agreement

Motion by KO seconded by Palmer to approve the School Resource Officer Agreement with the school.

All in favor. Motion approved.

Councilmember Bluhm stated it would be nice to see some sort of year-end report, highlighting the year, events.

B. Fire Authority

Motion by Schrumpf seconded by Nugent to support the Fire Authority.
All in favor. Motion carried.
Greg Hopkins gave some statistics passed on from the Fire Department, who had to leave on a call. He stated runs from 2025, 303 were medical, 86 were fire and 32 were drunk.
Councilmembers Schrumpf stated this is a "No Brainer" while Griffis commented on an agreement with the township a few years ago, and Bluhm asked if the Fund Balance for the Fire Department goes to the Fire Authority. The answer was yes.

11. NEW BUSINESS

A. Appointment of Village Representative to Fire Authority Board

Motion by Griffis seconded by Bluhm to appoint Greg Hopkins of 20 E Park Street to be the Representative to represent the Village and Township for the Fire Authority.

B. Noise Ordinance

Motion by O'Connor seconded by Palmer to approve the Noise Ordinance.
Village Attorney Brian Monton stated this is considered a Code Ordinance, which has to do with behavior, whereas Zoning Ordinances refer to building/property.

C. Donation & Recognition Agreement (Memorial Bricks & Benches)

After discussion, Village Manager VanEss was asked to bring it back to the next meeting.

D. Utility Bill – 50 N Plymouth Bill Appeal

Motion by Bluhm seconded by Griffis.
All in favor. Motion passed unanimously
Bluhm stated they could give credit on sewer if there is evidence of leak, no documentation was provided.

E. Utility Bill – 215 Rutledge Leak

Motion by Bluhm seconded by KO to reduce utility bill to ready to serve, as prior meter reads were inconsistent.
All in favor. Motion passed unanimously.

12. DISCUSSION

A. MERS Summary – Kathy O'Connor
O'Connor presented a summary of the MERS Retirement plans the village offers as a follow-up to a finance committee meeting with Veronica LaBar from MERS.

B. Golf Cart Ordinance
Village Manager Van Ess brought up the discussion as the current ordinance states golf cart registration must be updated every three years, but this has not been done in the past. He is suggesting a 3-year license/sticker with a nominal fee of possibly $50 for the 3-year period. Village Attorney Brian Monton stated that while the Council can go ahead and add a fee, but most of the ordinance is state law.

C. Fire Department Property
Van Ess stated he has been in talks with Fleis & Vandenbrink about the property where the current department is.

13. PUBLIC COMMENT

A. Shelly Blocher, 380 S. Wythe, is disappointed with the two parks coming into town.
B. Vincent Rizzotto, 479 E. Lowell, is asking for a cross walk at St. Vincent's Church.
C. Dean Gustafson, 410 S. Chester, is concerned with the quality of water with the new well.
D. Eleanor Hartger, 101 S. Rutledge, commented on the south park, and the spigot there does not work.

14. COUNCIL COMMENTS

Council President Marshall wanted to thank Eric Marshall for watering the geraniums downtown.

15. MANAGER'S COMMENTS

VanEss stated they are working on getting Well 4 at 10%, and Well 2 at 90%, and eventually both wells at 50%.

The Jr. Women's Club Clock has been ordered.

16. ADJOURNMENT

Palmer made a motion to adjourn at 8:12 p.m. and was seconded by Nugent.
All in favor. Motion carries.

Respectfully submitted,

Michelle Bieri
Clerk Treasurer

CHECK DISBURSEMENT REPORT FOR VILLAGE OF PENTWATER
CHECK DATE FROM 08/01/2026 - 08/31/2026

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/18/2026	CHEO	3222184(	Shelby State Bank	PRINCIPAL PAYMENTS	661-301-991.000	557.40
		3222184(		INTEREST	661-301-992.000	4.86
						562.26
08/20/2026	CHEO	3222185(	Shelby State Bank	Principal Payments	101-265-991.000	1,924.68
		3222185(		Interest	101-265-992.000	282.58
						2,207.26
08/13/2026	CHEO	3222186(	MERS Health Care Savings	Employee Benefits	101-301-712.000	225.00
		3222186(		Employee Benefits	101-441-712.000	675.00
						900.00
08/11/2026	CHEO	3222187(	American United Life Insurance C	Employee Benefits	101-172-712.000	13.50
		3222187(		Employee Benefits	101-215-712.000	18.00
		3222187(		Employee Benefits	101-301-712.000	45.00
		3222187(		Employee Benefits	101-441-712.000	60.00
		3222187(		Employee Benefits	101-756-712.000	3.75
		3222187(		Employee Benefits	202-482-712.000	0.30
		3222187(		Employee Benefits	203-482-712.000	0.30
		3222187(		Employee Benefits	280-000-712.000	3.75
		3222187(		Employee Benefits	590-539-712.000	10.20
		3222187(		Employee Benefits	591-539-712.000	10.20
						165.00
08/05/2026	CHEO	53200	Anavon Technology Group	Utilities	101-265-920.000	84.69
		53200		Utilities	101-441-920.000	36.87
		53200		Utilities	590-538-920.000	19.07
		53200		Utilities	594-000-920.000	36.87
						177.50
08/05/2026	CHEO	53201	APT of US & C	Dues & Memberships	101-215-915.000	159.00
08/05/2026	CHEO	53202	BETH PROVENCAL	Deposits Payable		** VOIDED **
08/05/2026	CHEO	53203	Cathy Juhl	Deposits Payable	280-000-255.000	25.00
08/05/2026	CHEO	53204	Cintas Corporation	Uniform Expense	101-441-767.000	149.35
08/05/2026	CHEO	53205	Consumers Energy Co. Payment Cen	Utilities	101-265-920.000	535.85
08/05/2026	CHEO	53206	Fresh Coast Planning	Professional/Contractual Serv	101-420-801.000	6,737.00
08/05/2026	CHEO	53207	Herman Lambright	PROFESSIONAL SERVICES	101-754-801.000	600.00
08/05/2026	CHEO	53208	Infrastructure Alternatives	Professional/Contractual Serv	590-538-801.000	14,672.19
08/05/2026	CHEO	53209	Larson's Ace Hardware - Ludingto	Operating Supplies	101-756-740.000	20.98
08/05/2026	CHEO	53210	LEXIPOL LLC	Professional/Contractual Serv	101-301-801.000	1,160.85

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/05/2026	CHEO	53211	LP Diving	Repair & Maintenance	594-000-930.000	600.00
08/05/2026	CHEO	53212	NAPA Auto Parts	Repair & Maintenance- DPW	661-441-930.000	357.42
08/05/2026	CHEO	53213	Patterson Marine Services	Repair & Maintenance	101-756-930.000	705.00
08/05/2026	CHEO	53214	Patterson Marine Services	Professional/Contractual Serv	101-301-801.000	120.00
08/05/2026	CHEO	53215	Pentwater Chamber of Commerce	Professional/Contractual Serv	101-749-801.000	75.00
08/05/2026	CHEO	53216	United States Treasury	Professional/Contractual Serv	101-215-801.000	1,683.82
08/05/2026	CHEO	53217	WEX Bank	Fuel - Marina	661-000-744.000	50.51
		53217		Fuel - Police	661-301-742.000	1,073.89
		53217		Fuel - Dpw	661-441-742.000	813.17
						1,937.57
08/13/2026	CHEO	53218	Chad Sampson	Marina Band Concerts	248-000-801.200	100.00
08/13/2026	CHEO	53219	Cheryl Wolfram	Marina Band Concerts	248-000-801.200	100.00
08/13/2026	CHEO	53220	Cintas Corporation	Uniform Expense	101-441-767.000	157.97
		53220		Professional/Contractual Serv	280-000-801.000	115.92
						273.89
08/13/2026	CHEO	53221	COBURN, JUDITH	H2O SALES	591-000-033.000	217.00
08/13/2026	CHEO	53222	Consumers Energy Co. Payment Cen	Utilities	101-448-920.000	2,968.05
		53222		Utilities	590-537-920.000	0.25
		53222		Utilities	591-538-920.000	80.95
		53222		Utilities	594-000-920.000	1,076.30
						4,125.55
08/13/2026	CHEO	53223	Cummins Sales and Service	Repair & Maintenance	590-537-930.000	536.74
08/13/2026	CHEO	53224	DTE Energy Company	Utilities 9100 224 5090 2	101-265-920.000	60.57
		53224		Utilities 9200 230 1263 5	101-265-920.000	61.20
		53224		Utilities 9100 224 5077 9	101-441-920.000	60.57
		53224		Utilities 9100 224 5063 9	280-000-920.000	66.87
		53224		Utilities 9100 224 5052 2	590-537-920.000	63.90
		53224		Utilities 9200 250 0952 2	590-537-920.000	67.07
		53224		Utilities 9100 224 5111 6	590-538-920.000	63.27
		53224		Utilities 9100 208 3566 6	591-538-920.000	60.57
		53224		Utilities 9100 208 3578 1	591-538-920.000	64.18
		53224		Utilities 9100 208 9825 0	591-538-920.000	64.18
		53224		Utilities 9100 224 5038 1	594-000-920.000	78.61
						710.99
08/13/2026	CHEO	53225	Etna Supply Co.	Meters & Hydrants	591-537-790.000	500.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/13/2026	CHEO	53226	Frontier	Utilities	591-537-920.000	168.56
08/13/2026	CHEO	53227	Haefner Group LLC	Professional/Contractual Serv	101-215-801.000	12,318.00
08/13/2026	CHEO	53228	Herman Lambright	PROFESSIONAL SERVICES	101-754-801.000	600.00
08/13/2026	CHEO	53229	KAEDIN A PLUMMER	Marina Band Concerts	248-000-801.200	300.00
08/13/2026	CHEO	53230	Keith Scott	Marina Band Concerts	248-000-801.200	100.00
08/13/2026	CHEO	53231	Malburg's Sanitation Service, In	Professional/Contractual Serv	101-756-801.000	290.00
08/13/2026	CHEO	53232	Oceana Veterinary Clinic	Therapy Dog	101-301-433.000	175.30
08/13/2026	CHEO	53233	Pro-Master Cleaning & Restoratio	Professional/Contractual Serv	101-756-801.000	17,249.00
		53233		Professional/Contractual Serv	280-000-801.000	250.00
						17,499.00
08/13/2026	CHEO	53234	Republic Services #240 (for Alli	Professional/Contractual Serv	101-528-801.000	13,557.01
08/13/2026	CHEO	53235	RS Technical Services Inc.	Repair & Maintenance	591-537-930.000	1,860.20
08/13/2026	CHEO	53236	Sally Hendricks	Deposits Payable	280-000-255.000	250.00
08/13/2026	CHEO	53237	SPECTRUM BUSINESS /CHARTER COMMU	Utilities	101-441-920.000	169.98
08/13/2026	CHEO	53238	SPECTRUM BUSINESS /CHARTER COMMU	Utilities	101-441-920.000	129.99
08/13/2026	CHEO	53239	SPECTRUM BUSINESS /CHARTER COMMU	Utilities	101-301-920.000	116.89
08/13/2026	CHEO	53240	SPECTRUM BUSINESS /CHARTER COMMU	Utilities	101-265-920.000	890.00
08/13/2026	CHEO	53241	SPECTRUM BUSINESS /CHARTER COMMU	Utilities	280-000-920.000	141.96
		53241		Utilities	591-538-920.000	101.45
		53241		Utilities	594-000-920.000	130.00
						373.41
08/13/2026	CHEO	53242	Theodore Spalding	Deposits Payable	280-000-255.000	250.00
08/19/2026	CHEO	53246	AMY SHOTWELL	Deposits Payable	280-000-255.000	250.00
08/19/2026	CHEO	53247	Cintas Corporation	Uniform Expense	101-441-767.000	304.81
08/19/2026	CHEO	53248	First National Bank of Omaha	Operating Supplies	594-000-740.000	277.22
		53248		Marina	661-000-970.100	8.79
						286.01
08/19/2026	CHEO	53249	First National Bank of Omaha	Professional/Contractual Serv	101-301-801.000	5.00
		53249		Dues & Memberships	101-301-915.000	34.99
						39.99
08/19/2026	CHEO	53250	First National Bank of Omaha	Operating Supplies	101-215-740.000	82.27
		53250		Postage Exp.	101-215-851.000	6.37

CHECK DISBURSEMENT REPORT FOR VILLAGE OF PENTWATER
CHECK DATE FROM 08/01/2026 - 08/31/2026

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		53250		Operating Supplies	101-265-740.000	735.63
		53250		Operating Supplies	101-756-740.000	29.99
		53250		Operating Supplies	280-000-740.000	706.65
						1,560.91
08/19/2026	CHEO	53251	First National Bank of Omaha	Operating Supplies	101-441-740.000	43.95
		53251		Uniform Expense	101-441-767.000	164.29
						208.24
08/19/2026	CHEO	53252	First National Bank of Omaha	Operating Supplies	101-441-740.000	123.60
		53252		Repair & Maintenance	101-441-930.000	623.45
						747.05
08/19/2026	CHEO	53253	First National Bank of Omaha	Postage Exp.	101-301-851.000	8.05
08/19/2026	CHEO	53254	First National Bank of Omaha	Dues & Memberships	101-172-915.000	50.00
08/19/2026	CHEO	53255	Fleis & Vandenbrink Engineering,	Professional/Contractual Serv	590-537-801.000	7,499.81
		53255		Professional/Contractual Serv	591-537-801.000	315.00
						7,814.81
08/19/2026	CHEO	53256	Four Seasons Exterminating	Professional/Contractual Serv	101-265-801.000	80.00
		53256		Professional/Contractual Serv	280-000-801.000	80.00
						160.00
08/19/2026	CHEO	53257	Herman Lambright	PROFESSIONAL SERVICES	101-754-801.000	600.00
08/19/2026	CHEO	53258	Integrity Business Solutions	Operating Supplies	101-420-740.000	39.06
08/19/2026	CHEO	53259	Khris Wood Kreations	Community Promotion	101-301-880.000	275.00
08/19/2026	CHEO	53260	Laura Muirhead	Deposits Payable	280-000-255.000	250.00
08/19/2026	CHEO	53261	MI Counties Workers Comp Fund	Insurance	101-215-810.000	171.12
		53261		Insurance	101-265-810.000	172.73
		53261		Insurance	101-301-810.000	1,506.67
		53261		Insurance	101-441-810.000	538.31
		53261		Insurance	101-756-810.000	230.66
		53261		Insurance	202-463-810.000	225.04
		53261		Insurance	203-463-810.000	225.04
		53261		Insurance	591-539-810.000	385.34
		53261		Insurance	592-539-810.000	173.76
		53261		Insurance	594-000-810.000	412.05
		53261		Insurance	661-000-810.000	35.63
						4,076.35
08/19/2026	CHEO	53262	Ricoh USA, Inc.	Office Machine Contracts- add images	101-215-802.000	77.30
		53262		Office Machine Contracts	101-215-802.000	114.44

CHECK DISBURSEMENT REPORT FOR VILLAGE OF PENTWATER
CHECK DATE FROM 08/01/2026 - 08/31/2026

Check Date	Bank	Check #	Payee	Description	GL #	Amount
						191.74
08/19/2026	CHEO	53263	TAMMY DAGGETT	Deposits Payable	280-000-255.000	250.00
08/19/2026	CHEO	53264	VC3 Inc.	Professional/Contractual Serv	101-265-801.000	2,410.23
08/19/2026	CHEO	53265	Village of Pentwater	Utilities	101-756-920.000	144.27
08/26/2026	CHEO	53266	Ace 1 Port-A-Potties	Professional/Contractual Serv	101-756-801.000	110.00
08/26/2026	CHEO	53267	AT&T Mobility / FIRST NET	Utilities	101-301-920.000	72.48
		53267		Utilities	101-441-920.000	102.14
		53267		Utilities	594-000-920.000	44.07
						218.69
08/26/2026	CHEO	53268	Cintas Corporation	Uniform Expense	101-441-767.000	157.97
08/26/2026	CHEO	53269	Consumers Energy Co. Payment Cen	Utilities	590-537-920.000	1,009.50
		53269		Utilities	590-538-920.000	6,269.67
						7,279.17
08/26/2026	CHEO	53270	Herman Lambright	PROFESSIONAL SERVICES	101-754-801.000	600.00
08/26/2026	CHEO	53271	Infrastructure Alternatives	Professional/Contractual Serv	591-538-801.000	440.00
08/26/2026	CHEO	53272	Larson & Son Ace Hardware, Inc.	Operating Supplies	101-441-740.000	284.23
		53272		Operating Supplies	591-538-740.000	14.20
		53272		Operating Supplies	594-000-740.000	131.02
						429.45
08/26/2026	CHEO	53273	Law Enforcement Systems, Inc.	Operating Supplies	101-301-740.000	255.00
08/26/2026	CHEO	53274	NAPA Auto Parts	Operating Supplies	101-441-740.000	77.11
08/26/2026	CHEO	53275	Quadient Finance USA, Inc.	Postage Exp.	101-215-851.000	500.00
08/26/2026	CHEO	53276	Republic Services #240 (for Alli	Professional/Contractual Serv	101-528-801.000	1,864.46
08/26/2026	CHEO	53277	Trace Analytical Laboratories, I	Testing	591-538-800.500	298.26
08/21/2026	CASH	60(E)	Shelby State Bank	Principal - Police Dept Building	101-265-991.100	2,509.86
		60(E)		Interest Police Department Building	101-265-992.100	187.65
						2,697.51
			TOTAL - ALL FUNDS	TOTAL OF 80 CHECKS (1 voided)		123,757.70

--- GL TOTALS ---

101-172-712.000	Employee Benefits	13.50
101-172-915.000	Dues & Memberships	50.00
101-215-712.000	Employee Benefits	18.00
101-215-740.000	Operating Supplies	82.27

Check Date Bank Check # Payee Description GL # Amount

101-215-801.000	Professional/Contractual Serv	14,001.82
101-215-802.000	Office Machine Contracts	191.74
101-215-810.000	Insurance	171.12
101-215-851.000	Postage Exp.	506.37
101-215-915.000	Dues & Memberships	159.00
101-265-740.000	Operating Supplies	735.63
101-265-801.000	Professional/Contractual Serv	2,490.23
101-265-810.000	Insurance	172.73
101-265-920.000	Utilities	1,632.31
101-265-991.000	Principal Payments	1,924.68
101-265-991.100	Principal - Police Dept Building	2,509.86
101-265-992.000	Interest	282.58
101-265-992.100	Interest Police Department Building	187.65
101-301-433.000	Therapy Dog	175.30
101-301-712.000	Employee Benefits	270.00
101-301-740.000	Operating Supplies	255.00
101-301-801.000	Professional/Contractual Serv	1,285.85
101-301-810.000	Insurance	1,506.67
101-301-851.000	Postage Exp.	8.05
101-301-880.000	Community Promotion	275.00
101-301-915.000	Dues & Memberships	34.99
101-301-920.000	Utilities	189.37
101-420-740.000	Operating Supplies	39.06
101-420-801.000	Professional/Contractual Serv	6,737.00
101-441-712.000	Employee Benefits	735.00
101-441-740.000	Operating Supplies	528.89
101-441-767.000	Uniform Expense	934.39
101-441-810.000	Insurance	538.31
101-441-920.000	Utilities	499.55
101-441-930.000	Repair & Maintenance	623.45
101-448-920.000	Utilities	2,968.05
101-528-801.000	Professional/Contractual Serv	15,421.47
101-749-801.000	Professional/Contractual Serv	75.00
101-754-801.000	PROFESSIONAL SERVICES	2,400.00
101-756-712.000	Employee Benefits	3.75
101-756-740.000	Operating Supplies	50.97
101-756-801.000	Professional/Contractual Serv	17,649.00
101-756-810.000	Insurance	230.66
101-756-920.000	Utilities	144.27
101-756-930.000	Repair & Maintenance	705.00
202-463-810.000	Insurance	225.04
202-482-712.000	Employee Benefits	0.30
203-463-810.000	Insurance	225.04
203-482-712.000	Employee Benefits	0.30
248-000-801.200	Marina Band Concerts	600.00

Check Date Bank Check # Payee Description GL # Amount

280-000-255.000	Deposits Payable	1,275.00
280-000-712.000	Employee Benefits	3.75
280-000-740.000	Operating Supplies	706.65
280-000-801.000	Professional/Contractual Serv	445.92
280-000-920.000	Utilities	208.83
590-537-801.000	Professional/Contractual Serv	7,499.81
590-537-920.000	Utilities	1,140.72
590-537-930.000	Repair & Maintenance	536.74
590-538-801.000	Professional/Contractual Serv	14,672.19
590-538-920.000	Utilities	6,352.01
590-539-712.000	Employee Benefits	10.20
591-000-033.000	Accounts Receivable	217.00
591-537-790.000	Meters & Hydrants	500.00
591-537-801.000	Professional/Contractual Serv	315.00
591-537-920.000	Utilities	168.56
591-537-930.000	Repair & Maintenance	1,860.20
591-538-740.000	Operating Supplies	14.20
591-538-800.500	Testing	298.26
591-538-801.000	Professional/Contractual Serv	440.00
591-538-920.000	Utilities	371.33
591-539-712.000	Employee Benefits	10.20
591-539-810.000	Insurance	385.34
592-539-810.000	Insurance	173.76
594-000-740.000	Operating Supplies	408.24
594-000-810.000	Insurance	412.05
594-000-920.000	Utilities	1,365.85
594-000-930.000	Repair & Maintenance	600.00
661-000-744.000	Fuel - Marina	50.51
661-000-810.000	Insurance	35.63
661-000-970.100	Marina	8.79
661-301-742.000	Fuel - Police	1,073.89
661-301-991.000	PRINCIPAL PAYMENTS	557.40
661-301-992.000	INTEREST	4.86
661-441-742.000	Fuel - Dpw	813.17
661-441-930.000	Repair & Maintenance- DPW	357.42
	TOTAL	123,757.70

REVENUE AND EXPENDITURE REPORT FOR PENTWATER TOWNSHIP

PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2026 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 206 - FIRE FUND						
Revenues						
Dept 000						
206-000-401.000	FROM PREV YEAR-END	0.00	0.00	0.00	0.00	0.00
206-000-402.000	CURR REAL P TAX	298,500.00	125,681.32	14,280.01	172,818.68	42.10
206-000-402.100	CURR PROP TAX - EQUIPMENT	145,900.00	54,449.43	0.00	91,450.57	37.32
206-000-411.000	DEL REAL P TAX	0.00	5,470.76	(4,115.48)	(5,470.76)	100.00
206-000-411.100	DEL REAL TX FIRE EQUIP	0.00	4,685.28	0.00	(4,685.28)	100.00
206-000-552.001	STATE GRANTS FIRE	0.00	0.00	0.00	0.00	0.00
206-000-573.000	LCSA METRO ACT	0.00	0.00	0.00	0.00	0.00
206-000-573.100	LOCAL COMMUNITY STABILIZATION SHARE EQU	0.00	0.00	0.00	0.00	0.00
206-000-664.000	INTEREST INCOME	15,000.00	3,235.61	0.00	11,764.39	21.57
206-000-671.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
206-000-674.000	DONATIONS	0.00	0.00	0.00	0.00	0.00
206-000-676.009	MFR REIMBURSE	30,250.00	14,520.00	0.00	15,730.00	48.00
206-000-699.000	TRANSFER IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		489,650.00	208,042.40	10,164.53	281,607.60	42.49
TOTAL REVENUES		489,650.00	208,042.40	10,164.53	281,607.60	42.49
Expenditures						
Dept 000						
206-000-955.000	MISCELLANEOUS	0.00	(30,108.80)	0.00	30,108.80	100.00
206-000-995.000	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	(30,108.80)	0.00	30,108.80	100.00
Dept 336 - FIRE						
206-336-702.000	SALARIES & WAGES	130,000.00	34,180.00	0.00	95,820.00	26.29
206-336-702.002	SALARIES $ WAGES FIRE 2	0.00	60.00	0.00	(60.00)	100.00
206-336-703.000	PAYROLL EXPENSE	0.00	0.00	0.00	0.00	0.00
206-336-705.000	EMPLOYER FICA CONTRIB	9,945.00	2,619.41	0.00	7,325.59	26.34
206-336-721.000	UNIFORMS	3,000.00	707.18	707.18	2,292.82	23.57
206-336-725.000	MUTA EXPENSE	300.00	0.00	0.00	300.00	0.00
206-336-752.000	SUPPLIES/EQUIPMENT	20,000.00	260.58	260.58	19,739.42	1.30
206-336-800.000	PROF/CONTRACT SERVICES	1,000.00	0.00	0.00	1,000.00	0.00
206-336-802.000	PROF SERVICES - SOFTWARE	2,800.00	987.00	0.00	1,813.00	35.25
206-336-802.002	PROF SERVICES ATTORNEY WMIFIRE	0.00	6,867.50	0.00	(6,867.50)	100.00
206-336-805.000	PROF SERV-AUDIT	2,100.00	0.00	0.00	2,100.00	0.00
206-336-815.000	EDUCATION/TRAINING	3,000.00	2,111.00	773.00	889.00	70.37
206-336-828.000	BANK FEES	500.00	550.91	251.37	(50.91)	110.18
206-336-851.000	POSTAGE	200.00	0.00	0.00	200.00	0.00
206-336-855.000	OTHER SER/CHGS	0.00	0.00	0.00	0.00	0.00
206-336-860.000	TRAVEL EXPENSES	6,000.00	4,072.21	4,072.21	1,927.79	67.87
206-336-880.000	COMM PROMOTION	2,000.00	0.00	0.00	2,000.00	0.00
206-336-900.000	PRINT/PUBLISH	500.00	0.00	0.00	500.00	0.00
206-336-915.000	MEMBER/DUES	400.00	0.00	0.00	400.00	0.00
206-336-920.000	UTILITIES	14,000.00	4,337.14	413.59	9,662.86	30.98
206-336-931.000	REP/MAINT	61,888.00	10,747.19	0.00	51,140.81	17.37
206-336-935.000	INSURANCE	40,000.00	26,728.96	(2,483.00)	13,271.04	66.82
206-336-940.000	RENTALS	0.00	0.00	0.00	0.00	0.00
206-336-940.001	HYDRANT RENTALS	0.00	0.00	0.00	0.00	0.00
206-336-941.000	CONTINGENCY	2,000.00	0.00	0.00	2,000.00	0.00
206-336-955.000	MISCELLANEOUS	1,500.00	384.69	348.69	1,115.31	25.65
206-336-964.000	REFUNDS	0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR PENTWATER TOWNSHIP

PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 08/31/2026 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 206 - FIRE FUND						
Expenditures						
206-336-964.001	REFUNDS DUE TO ASSESOR CHANGES	0.00	102.01	0.00	(102.01)	100.00
206-336-968.000	DEPRECIATION AND DEPLETION	0.00	0.00	0.00	0.00	0.00
206-336-968.001	LOSS ON DISPOSAL CAPITAL ASSET	0.00	0.00	0.00	0.00	0.00
206-336-970.000	CAPITAL OUTLAY	46,391.00	97,115.00	97,115.00	(50,724.00)	209.34
206-336-977.000	FUTURE EQP/IMP	22,222.00	(15,000.00)	(15,000.00)	37,222.00	(67.50)
206-336-991.000	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
206-336-991.100	DEBT SERVICE - PRINCIPAL	119,334.00	0.35	(119,333.00)	119,333.65	0.00
206-336-991.200	DEBT SERVICE - INTEREST	570.00	91.23	(478.75)	478.77	16.01
Total Dept 336 - FIRE		489,650.00	176,922.36	(33,353.13)	312,727.64	36.13
TOTAL EXPENDITURES		489,650.00	146,813.56	(33,353.13)	342,836.44	29.98
Fund 206 - FIRE FUND:						
TOTAL REVENUES		489,650.00	208,042.40	10,164.53	281,607.60	42.49
TOTAL EXPENDITURES		489,650.00	146,813.56	(33,353.13)	342,836.44	29.98
NET OF REVENUES & EXPENDITURES		0.00	61,228.84	43,517.66	(61,228.84)	100.00

TRIAL BALANCE REPORT FOR PENTWATER TOWNSHIP

PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	BALANCE DEBIT	BALANCE CREDIT
Assets			
206-000-001.000	CHECKING ACCT	95,640.29	
206-000-001.001	MI CLASS - FD	410,507.62	
206-000-001.002	MC EDGE - FD		
206-000-018.000	A/R		
206-000-026.000	DUE FR COUNTY		
206-000-040.000	A/R NON-GOV'T ENTITIES		
206-000-072.000	MFR DUE FROM CO	14,271.97	
206-000-084.101	DUE FROM GF	165,850.74	
206-000-111.000	UNDEP FUNDS		
206-000-123.000	PREPAID EXPENDITURES	2,483.00	
206-000-140.000	CAP ASSETS	984,783.00	
206-000-148.000	FIRE TRUCK		
TOTAL ASSETS		1,673,536.62	0.00
Liabilities			
206-000-202.000	ACCOUNTS PAYABLE		
206-000-202.001	ASSOCIATION FEE		
206-000-202.002	A/P		
206-000-214.101	DUE TO GENERAL FUND		
206-000-252.000	ACCURED INTEREST PAYABLE		237.50
206-000-257.000	P/R LIABILITIES		
206-000-258.000	ACC FWT		
206-000-258.001	ACC SS WTHOLD		
206-000-258.002	ACC MEDICARE		51.38
206-000-258.003	ACC SWT		2.18
206-000-258.004	P/R LIABILITIES - SWT	0.59	
206-000-259.000	DIRECT DEP LIAB		
206-000-301.000	LONG TERM DEBT		119,335.00
206-000-314.000	DEBT SERVICE - PRINCIPAL		
206-000-339.000	DEF REVENUES		
TOTAL LIABILITIES		0.59	119,626.06
Fund Equity			
206-000-390.000	FUND BALANCE		
206-000-390.001	OPENING BALANCE		
206-000-390.002	RET EARNINGS		1,397,298.27
TOTAL FUND EQUITY		0.00	1,397,298.27
TOTAL REVENUES			208,042.40
Expenditures			
Unclassified		191,922.36	45,108.80
TOTAL EXPENDITURES		146,813.56	
Total - All Funds:		1,865,459.57	1,865,459.57

PENTWATER FIRE DEPARTMENT
486 E Park St • PO Box 1117
Pentwater, MI 49449

Phone 231.869.5987 • Fax 231.869.8511
www.pentwaterfiredepartment.com

Monthly Meeting Agenda

Meeting Date: Wednesday, September 2, 2026 19:00
Meeting Location: Pentwater Fire Department
Call to Order

I. Pledge of Allegiance

II. Reading and Approval of Minutes
  a. Minutes from 8/5/26

III. Reports of Officers
  a. Treasurer Brad Van Duinen
    i. Ending Payroll - $45,335.00
    ii. Checking - $96,635.27
    iii. CLASS – $411,742.83
    iv. EDGE - $0.00
    v. Total Funds - $508,378.10
    vi. Funds Net Payroll - $463,043.10

IV. Old Business
  a. By-Laws
  b. ID Badges
  c. Highway Pickup target is September 19, 2026
    i. Meet at PFD at 07:00.
    ii. Headcount will be taken at September business meeting to plan for breakfast.
  d. Fire Authority Update
  e. Equipment Updates
    i. SCBA Purchase
      1. Conversion kit for the RIT pack has been shipped.
    ii. 351

V. New Business
  a. Thank you for all the support with the various community events
    i. July 3rd Fireworks
    ii. Homecoming Parade and Fireworks on 8/15/2026
    iii. Fair support the week of 8/23/2026

VI. Training

VII. Discussion on Last Months' Calls-

a. 32 medical, 9 fire and 1 UAV call for service in August
b. 1 missed medical call in August
c. Discussion on best practices for prior months' calls

VIII. Adjourn

PENTWATER FIRE DEPARTMENT
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Officers Meeting Agenda

Meeting Date: Wednesday, September 2, 2026 19:00
Meeting Location: Pentwater Fire Department
Call to Order

Please note- the agenda for the Officer Meeting is the same as the regular monthly meeting and items are often discussed at both meetings.

I. Pledge of Allegiance

II. Reading and Approval of Minutes
  a. Minutes from 8/5/26

III. Reports of Officers
  a. Treasurer Brad Van Duinen
    i. Ending Payroll - $45,335.00
    ii. Checking - $96,635.27
    iii. CLASS – $411,742.83
    iv. EDGE - $0.00
    v. Total Funds - $508,378.10
    vi. Funds Net Payroll - $463,043.10

IV. Old Business
  a. By-Laws
  b. ID Badges
  c. Highway Pickup target is September 19, 2026
    i. Meet at PFD at 07:00.
    ii. Headcount will be taken at September business meeting to plan for breakfast.
  d. West Mich Fire Authority
  e. Equipment Updates
    i. SCBA Purchase
      1. Conversion kit for the RIT pack has been shipped.
    ii. 351

V. New Business
  a. Thank you for all of the support for the various community events over the last few months
    i. July 3rd Fireworks
    ii. Homecoming Parade and Fireworks on 8/15/2026
    iii. Fair support the week of 8/23/2026

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VI. Training

VII. Discussion on Last Months' Calls-
   a. 32 medical, 9 fire and 1 UAV call for service in August
   b. 1 missed medical call in August
   c. Discussion on best practices for prior months' calls

VIII. Adjourn

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Monthly Meeting Minutes

Meeting Date: Wednesday, August 5, 2026 19:00
Meeting Location: Pentwater Fire Department
Call to Order

I. Pledge of Allegiance

II. Reading and Approval of Minutes
   a. Minutes from 7/1/26
   b. A motion to approve the minutes was made by Kyle Dillingham and seconded by Oscar Esquivel. The motion was unanimously passed by all members present.

III. Reports of Officers
   a. Treasurer Brad Van Duinen
      i. Ending Payroll - $35,815
      ii. Checking - $256,954.03
      iii. CLASS – $260,507.62
      iv. EDGE - $0.00
      v. Total Funds - $517,461.65
      vi. Funds Net Payroll - $481,646.65

IV. Old Business
   a. By-Laws
   b. ID Badges
      i. Dale and Chris need to have pictures taken
   c. Paysheet and Report Completion Verification Process
   d. Highway Pickup target is September 19, 2026
      i. Meet at PFD at 07:00.
      ii. Headcount will be taken at September business meeting to plan for breakfast.
   e. West Mich Fire Authority
      i. Discussions are progressing
      ii. Vote taken during the meeting on proposed names and will be consolidated with Hart vote.
   f. OHSA
      i. Case is closed. Abatement due August 24, 2026

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ii. Received a $1000 fine for lack of fall protection for packing hose on fire apparatuses.
iii. Hazard communication plan will be brought up to date. Reminder to ensure safety goggles and gloves are worn when handling hazardous materials.
iv. Emergency response plan by type of call will be further clarified.

g. SCBA Purchase
    i. 12 packs were ordered and a conversion kit for the RIT pack. Cost is approximately $146,000 and will be covered from fund balance and 2026 budget allocation.

V. New Business
  a. Report Completion
  b. 351's lights have come in
    i. Expected to be mounted in August
  c. Homecoming on 8/15/2026
    i. Brats at the station at 1400
    ii. Parade at 1600
    iii. Beach to be closed off further back than on July 3rd due to expected reach of fireworks
    iv. Traffic control will be the same as July 3rd

VI. Training
  a. Discussion on Marina calls
    i. Reminder that there are materials at the station to make booms, additionally a variety prefabricated booms have been ordered
    ii. If gas spill is under 10 gallons no action is to be taken
  b. Ensure all truck checks are completed by the end of the month

VII. Discussion on Last Months' Calls-
  a. 32 medical, 11 fire and 2 UAV calls for service in July
  b. 3 missed medical calls in July
  c. Discussion on best practices for prior months' calls

VIII. Adjourn
  a. Meeting adjourned by Jonathan Hughart

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Officers Meeting Minutes

Meeting Date: Wednesday, August 5, 2026 19:00
Meeting Location: Pentwater Fire Department
Call to Order

Please note- the agenda for the Officer Meeting is the same as the regular monthly meeting and items are often discussed at both meetings.

I. Pledge of Allegiance

II. Reading and Approval of Minutes
   a. Minutes from 7/1/26

III. Reports of Officers
   a. Treasurer Brad Van Duinen
      i. Ending Payroll - $35,815
      ii. Checking - $256,954.03
      iii. CLASS – $260,507.62
      iv. EDGE - $0.00
      v. Total Funds - $517,461.65
      vi. Funds Net Payroll - $481,646.65

IV. Old Business
   a. By-Laws
   b. ID Badges
   c. Paysheet and Report Completion Verification Process
   d. Highway Pickup target is September 19, 2026
      i. Meet at PFD at 07:00.
      ii. Headcount will be taken at September business meeting to plan for breakfast.
   e. West Mich Fire Authority
   f. OHSA
      i. Case is closed. Abatement due August 24, 2026
      ii. Received a $1000 fine for lack of fall protection for packing hose on fire apparatuses.
      iii. Hazard communication plan will be brought up to date.
      iv. Emergency response plan by type of call will be further clarified.
   g. SCBA Purchase
      i. Ordered and expected in October 2026

V. New Business
   a. Report Completion
   b. 351's lights have come in

VI. Training

VII. Discussion on Last Months' Calls-
   a. 32 medical, 11 fire and 2 UAV calls for service in July
   b. 3 missed medical calls in July
   c. Discussion on best practices for prior months' calls

VIII. Adjourn

Planning Commission Minutes
August 25, 2026
Park Place – 310 N. Rush St.

I. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
Chair Stoneman called the meeting of the Pentwater Village Planning Commission to order at 6:00 pm from Park Place Meeting Center, and the Pledge of Allegiance was recited.

II. **ROLL CALL**
Present: Stoneman, Nugent, Provencial, Ressel-Hodan, Andrews, Conroy
Absent: Roberson

Also present: Zoning Administrator Aaron Bigelow, Deputy Clerk/Treasurer Jody TerHaar

III. **APPROVAL OF AGENDA**
Chair Stoneman requested approval of the Agenda. *Motion* by Conroy, supported by Andrews to approve the Agenda as presented.
Voice vote: Yes: 6. No: 0. Absent: 1. Motion approved 6-0.

IV. **APPROVAL OF MINUTES FROM PREVIOUS MEETING**
Chair Stoneman requested approval of the Minutes. *Motion* by Conroy, supported by Andrews to approve the previous Minutes as presented.
Voice vote: Yes: 6. No: 0. Absent: 1. Motion approved 6-0.

V. **PUBLIC COMMENTS FOR ITEMS ON THE AGENDA:** None

VI. **PUBLIC HEARING**: None

VII. **ACTION ITEMS**: None

VIII. **DISCUSSION ITEMS:**

A. **Solar Energy Systems Ordinance Text Amendment**
There was review of the current 50-foot height limit for the listed exceptions under Section 3.02.A to determine if this is still appropriate. It was decided that anything higher in C-3 would need a special land use.

The Commission felt no more discussion was needed and that it is ready for a hearing next month.

B. **Sign Ordinance Text Amendment**
All agreed they would like some guidelines for signs, but nothing too restrictive. The Commission would like them to be compatible with the surrounding area.

The Commission discussed potentially having some sign design guidelines and would also like more input on this from other groups, such as the Downtown Development Authority and Chamber of Commerce. This may be revisited at a later date.

The ordinance amendment for signs, which requires special event signs to follow all requirements and be taken down 7 days after the event, will be reviewed at a public hearing in September.

C. Other Discussion Items

Zoning Administrator Bigelow asked the Commission if they would like copies of the whole packet or just the Agenda at the start of every meeting. They requested only the Agenda.

There was discussion about Sands and Morris Streets and how Morris doesn't exist north of Sands. Currently, there is an access easement serving two residential units north of Sands on Morris, which they share as a private driveway. If this driveway serves three or more residential units, it would be required to be upgraded to private road standards, and the landowners on that easement would need to construct the road up to their property. The Village currently does not have the funds to put in a road. The Zoning Administrator and Attorney will review private road requirements and may present an ordinance amendment for consideration at a future meeting.

IX. OLD BUSINESS

There was talk about zoning ordinance rewrites and the process involved. The Commission wondered how the process could get started and financed, with agreement that coordination with the Village Council would be required to initiate the process.

The Commission agreed the accessory dwelling units will be the next ordinance amendment for review at a subsequent meeting.

X. DEPARTMENT/COMMITTEE REPORTS

Zoning Administrator – see attached report from Aaron Bigelow.

XI. PUBLIC COMMENTS - None

XII. COMMUNICATIONS FROM PLANNING COMMISSION MEMBERS - None

XIII. ADJOURNMENT

Motion by Conroy to adjourn at 7:10 pm. All in favor.

Respectfully submitted,

Jody TerHaar
Deputy Clerk/Treasurer

Village of Pentwater

SERVICES COMMITTEE MEETING

Tuesday, September 8, 2026, 5:30 PM

Pentwater Village Hall

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE
   Chair Dave Bluhm called the meeting to order at 5:30 PM and the Pledge of Allegiance was recited.
2. ROLL CALL
   Present: Bluhm, Schrumpf, Palmer
   Also present: Village Manager Toby Van Ess, DPW Supervisor Tony Kies, Zoning Administrator Aaron Bigelow, Village Attorney Brian Monton (arrived at 5:35), Clerk/Treasurer Michelle Bieri, Dan Nugent
3. Approval of the agenda
   Motion by Palmer was seconded by Schrumpf to approve the agenda, with the change of moving item *E. Leaf Pick Up Changes* to item A. All in favor.
4. New business
   A. Leaf Pickup Changes
      Motion by Schrumpf was seconded by Palmer to approve changing the current leaf pick up/zone system to a leaf bag collecting system. All in favor.
      Village Manager Van Ess stated he would like the village to switch from zones and the confusion of which zone the DPW workers were picking up in, and the weather causing delays in zones. Van Ess stated many local municipalities provide 8-10 bags to each homeowner, and DPW staff can pick up several times a week when they see bags out by the road and full. The Committee asked for cost comparative at the end of the season.
   B. Morris Street ROW
      Committee discussion revolved around private roads size, special assessment district or property owners to pay the cost of a road, engineering cost, village sharing cost of developing private roads, who (which property owners) are interested in sharing. Dan Nugent was tasked with speaking with property owners in the area to find their level of interest and will provide his findings to the council.

C. Water Shutoff

Motion by Palmer supported by Schrumpf to proceed with our water ordinance.
All in favor.

Village Manager Van Ess stated we have not been following our ordinance with regards to late utility bills and shut offs and going straight to putting the late amount directly on the Tax Bills.

D. Seasonal Water shut offs/turn on

Motion by Palmer, supported by Schrumpf to approve a change in Seasonal Water Shut Offs/Turn On cost.
All in favor.
DPW Supervisor Kies stated the difficulty in turning the water off/on when the snow is on the ground, and the amount of time spent shoveling snow to find the curb stop. Van Ess proposed an increase in the charge if a "shut off/turn on" is done between November 15 and March 15

E. Village Green Landscaping

Van Ess wanted to let the Committee know the DPW would be working on the bushes at the steps and around the gazabo, to clean everything up.

5. Committee Comments

Palmer stated it is imperative that we are very careful that there is not a conflict.

6. Adjournment.

Motion by Palmer was seconded by Schrumpf to adjourn at 7:07 PM. All in favor.

Respectfully submitted,

Michelle Bieri
Clerk/Treasurer

DDA Meeting Minutes

August 13 , 2026

Village Hall 65 S Hancock

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chair Ryan Williams called the meeting of the Pentwater Village DDA to order at 8:30 AM from Village Hall Conference room .

II. ROLL CALL

Present: Jilly Barnes, Kyle Jansen, Mary Marshall, John Nagle, Katie Saunders, Ryan Williams
Absent: **Kristine Kletke, Brian Prescott, Mark Shotwell**

Also present: Toby Van Ess, Casey Kies

III. APPROVAL OF THE AGENDA

Chair Williams requested an approval of the agenda. *Motion* by Jansen, supported by Marshall to approve the agenda as presented with item IX A. Storage added.
Voice vote: Yes: 6 No: 0. Absent: 3. Motion approved 6-0.

IV. APPROVAL OF AND MINUTES

A. Approval of Minutes from previous meeting

Chair Williams requested approval of the agenda. *Motion* by Marshall supported by Barnes to approve the agenda as presented.
Voice vote: Yes: 6. No: 0. Absent: 3. Motion approved 6-0.

V. COMMENTS FROM THE CHAIR – Williams- NONE

VI. CORRESPONDENCE – None

VII. COMMITTEE REPORTS

A. Treasurer Report – Jansen

1. **Approve Check Disbursement**
   No check disbursement this month.

2. **Accept Financial Reports**
   Jansen noted that the fuel charge associated with Brews and Beats was reversed and subsequently charged to the Chamber of Commerce, as the Chamber hosted the event.

Motion by Marshall supported by Barnes to receive the financial reports as presented.

Roll Call Vote: Jilly Barnes, Kyle Jansen, Mary Marshall, John Nagle, Katie Saunders, Ryan Williams

No: 0 . Absent: **Kristine Kletke, Brian Prescott, Mark Shotwell** . Motion approved 6-0.

B. Christmas in the Village –

Jilly Barnes reported that the planning was going similarly to last year. She did indicate that she is working on/looking for additional sponsorships

C. Hancock Street Plants

Mary Marshall acknowledged Eric Marshall for creating the watering wagon, which has proven to be a valuable resource in keeping the plants adequately watered. The committee noted that deadheading and general plant maintenance continue to be a challenge.

The committee discussed discontinuing the use of mums beginning in 2027. Mums have already been ordered for the current year. Members discussed potentially using the funds saved from eliminating mums to hire assistance with weeding and plant maintenance. Possible options included hiring a high school student or utilizing a community service worker.

The committee also discussed refraining from planting additional trees until an irrigation system or more reliable watering method is available. This led to a broader discussion regarding the possibility of seeking grant funding for a Hancock Street streetscape project, which would also need to address water line replacement. Concerns were raised regarding the scope of the project and the length of time required for completion.

Mary Marshall requested that Fleis & VandenBrink attend a future meeting to provide additional information regarding the potential project, including its scope and requirements. Toby will coordinate their attendance for the next meeting.

D. Music on the Marina

Saunders proposed forming a small committee to assist with increasing attendance and community engagement for the Music on the Marina events. She noted that attracting attendees has been more challenging since the departure of the Hanleys and that attendance at this year's events has been lower than anticipated.

VIII. UNFINISHED BUSINESS- NONE

IX. NEW BUSINESS

A. DDA Storage

Discussion was held regarding storage options for DDA property, including flowerpots and the trailer currently being stored in John Nagle's garage. Options considered included renting a storage unit or purchasing a storage shed to be placed on DPW property. The group agreed that purchasing a shed would be the preferred option.

X. PUBLIC COMMENTS: NONE

XI. DDA DISCUSSION/COMMENTS:

In Brian Prescott's absence, John Nagle reported that Prescott no longer wishes to oversee Movies on the Green next year. The Board will need to begin considering a replacement to coordinate the event.

XII. ADJOURNMENT

Motion by Williams supported by Nagle to approve Adjournment at 9:42am

No:0 . Absent: **Kristine Kletke, Brian Prescott, Mark Shotwell** . Motion approved 6-0.

Respectfully submitted

Casey Kies

Casey Kies, Administrative Assistant

Village of Pentwater
65 S. Hancock St P.O. Box 622 Pentwater, MI 49449
(231) 869-8301 FAX (231) 869-5120
www.pentwatervillage.org

VILLAGE GREEN USER AGREEMENT

(231 S. Hancock Street)

Prospective users may request to reserve the Village Green for weddings, civic, charitable, or other non-profit events. Reservations shall be made through the Village Office and confirmed upon receipt of payment/insurance, completion of the Agreement, and approval by the Village Council. The Village Green may be reserved any day or evening when other activities are not scheduled.

Date of Function: May 1st, 2027 **Time of Function:** ~~Music &~~ 12-5pm

Type of Activity: Brews & Beats **# of People Expected:** 500

Name of the individual, entity, or organization sponsoring or conducting this event:

Pentwater Chamber of Commerce

Address: 324 S. Hancock Pentwater

Email: travelinfo@pentwater.org **Phone:** 231-869-4150

Signature: ______ **Date:** 8/13/2026

Is Proof of Insurance Required (Y/N): N **Reviewed By:** ______ **Date:** ______

we do insure all of our events & will have 2027 in January

FOR WEDDINGS: A NON-REFUNDABLE / NON-TRANSFERABLE FEE OF $150.00, AND PROOF OF INSURANCE IS REQUIRED.

Please answer the following:

A. Is your planned event a fully non-profit event? Yes X No ___
B. Will ANYTHING be sold by anyone at this event? Yes X No ___
C. What is being sold and by whom): merch & beverages
D. Is there any fee charged to attend or participate? Yes X No ___
E. If yes, who is receiving the fee? Chamber
F. Does the organization have an official 501C3 or non-profit designation? Yes X No ___
G. Is ANY Alcohol involved? Yes X No ___
H. If yes, please explain: Craft beer & wine tasting

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

1. Use only removable methods (i.e., masking tape, painters' tape, and/or "command strip" type adhesives) when putting up decorations. Using nails, staples, or glue on posts, walls, or furniture is prohibited. **Because of the underground sprinkling system, DO NOT PUT ANY TYPE OF STAKES INTO THE GROUND.**
2. 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 ensure that all guests behave in a manner that does not cause any damage to any persons or property on the premises or interfere with the rights of neighboring property owners. ***By your signature on this document, you, the person responsible and sponsoring organization/entity reserving the park, assume 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.***
3. To the fullest extent permitted by law ________ (initials of 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 or 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 ________(initials) or of ________(initials) consultants, subcontractors or suppliers, or agents, employees or servants of ________ (initials). This indemnity provision shall include claims alleging or involving joint or comparative negligence.
4. The undersigned hereby acknowledges and agrees 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 liability for any damage or loss.

I have read this Agreement and agree to comply with the terms thereof, by initialing where indicated above and signing below.

SIGNATURE: ________________________ **DATE:** 8/13/2026

Office Use Only

Copy given to: ____________ for Council Packet

By: ____________ on: ____________

Amount Paid: ____________ on: ____________

Council Approved Date: ____________

MARKED in Date Book: ____________(initial)

WEBSITE Updated: ____________(initial)

Village of Pentwater
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Date of Function: October 9th, 2027 **Time of Function:** 10AM-1PM

Type of Activity: 5K Stout Stumble **# of People Expected:** 200

Name of the individual, entity, or organization sponsoring or conducting this event:
Pentwater Chamber

Address: 324 S. Hancock Pentwater

Email: travelinfo@pentwater.org **Phone:** 231-869-4150

Signature: [signature] **Date:** 8/13/2026

Is Proof of Insurance Required (Y/N): N **Reviewed By:**______ **Date:**______
We do insure all of our events

FOR WEDDINGS: A NON-REFUNDABLE / NON-TRANSFERABLE FEE OF $150.00, AND PROOF OF INSURANCE IS REQUIRED.

Please answer the following:

A. Is your planned event a fully non-profit event? Yes X No ___
B. Will ANYTHING be sold by anyone at this event? Yes ___ No X
C. What is being sold and by whom):
D. Is there any fee charged to attend or participate? Yes X No ___
E. If yes, who is receiving the fee? Chamber
F. Does the organization have an official 501C3 or non-profit designation? Yes X No ___
G. Is ANY Alcohol involved? Yes X No ___
H. If yes, please explain: runners/walkers receive a beer after race

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

1. Use only removable methods (i.e., masking tape, painters' tape, and/or "command strip" type adhesives) when putting up decorations. Using nails, staples, or glue on posts, walls, or furniture is prohibited. **Because of the underground sprinkling system, DO NOT PUT ANY TYPE OF STAKES INTO THE GROUND.**
2. 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 ensure that all guests behave in a manner that does not cause any damage to any persons or property on the premises or interfere with the rights of neighboring property owners. ***By your signature on this document, you, the person responsible and sponsoring organization/entity reserving the park, assume 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.***
3. To the fullest extent permitted by law EO (initials of 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 or 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 EO (initials) or of EO (initials) consultants, subcontractors or suppliers, or agents, employees or servants of EO (initials). This indemnity provision shall include claims alleging or involving joint or comparative negligence.
4. The undersigned hereby acknowledges and agrees 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 liability for any damage or loss.

I have read this Agreement and agree to comply with the terms thereof, by initialing where indicated above and signing below.

SIGNATURE: ____________________ **DATE:** 8/13/2026

Office Use Only

Copy given to: ____________ for Council Packet

By: ____________ on: ____________

Amount Paid: ____________ on: ____________

Council Approved Date: ____________

MARKED in Date Book: ____________(initial)

WEBSITE Updated: ____________(initial)

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Clerk/Treasurer's Report

September 2026

Financial

For the month of August, Check Disbursement total was $123,757.70 and Payroll was $146,529.56. For the August meeting I ran a "Check Disbursement" report instead of the usual "Check Register" in error. Finance Committee Chair O'Connor stated she liked the Disbursement Report better as it shows the GL's where the funds are coming from, so I ran that report again for this month. In an effort to make the Council Packets a bit more manageable, we consolidated the Revenue & Expenditure Report, to just show the fund totals. The full 14-page Revenue & Expenditure report will be put on the website. Next "big project" for me is the bonds that are due the end of September/beginning of October.

Gabridge & Co is nearly complete with the audit, and Ian is planning on attending the October Council meeting.

Tax Collection

Payments are really coming in now with the deadline next Monday. For the month of August, we collected $505,546.79. Total Tax Collections so far (as of September 9) is at $1,080,338.89. We still need to collect about $700,000, which the majority will come by/on Monday. After Monday, additional interest is added on through February. We tend to get quite a few payments through September, then it generally tapers off to just a couple every month. We will send out late notices after all the payments received by the 14th are posted. Folks can still put in the tax payments in the drop box tonight and they will be considered by the due date, as will the ones that pay by credit card today and tonight.

Water/Sewer

When I started working for the Village, I was told we do not shut off water for non-payment. Instead, we just put it on the tax bills. As I was researching our policy of what gets put on the tax bills, generally it's everything except the last 6 months or something like that, if I needed council's approval, etc. In doing this research, Toby and I discovered we are not following our own ordinance for the late water/sewer payments. The ordinance states we shut off first, anything left goes on the tax bill. Because we had not gone through the "shut off" process first, we did not put any delinquent water/sewer bills on this year's taxes bills.

For this current billing cycle, utility bills were due on July 31. Late fees (10%) were added after all payments received by July 31 were posted, and late notices were sent at that time as well.

September 1, we printed and mailed another batch of notices with the statement, "To avoid shutoff, please pay immediately." This "shut off notice" went to 35 residents, for a total amount due of $28,977.68. The majority have paid or notified us they will send a payment or something like that. As of Wednesday, we are down to about 10 accounts that have not paid or reached out to us.

This brings us to our last step of sending a brightly colored letter, along with the DPW Staff placing a door hanger at the residence.

Side note: we are looking at putting something on the back such as possible resources if help is needed in paying your utility bill, or something like that.

Another side note: This is not fun for us at all. This process is very hard for us to do and it's hard for the residents and the DPW staff as well, however, how can we expect the residents to follow our rules if we do not?

<u>News from the "South"</u>

Resolution 2026-09-06 Oceana County Hazard Mitigation Plan September 14, 2026. I received an email from Troy Maloney, Oceana County's Emergency Manager/Coordinator last week. By approving this resolution, we will fall under the County's plan and would be eligible for FEMA funds if the need ever arises. It looks like the Village has adopted this same sort of Resolution for a few years now.

BS&A will be moving to the Cloud. No exact date, but it's looking like sometime in 2028 they will be completely switched over. Included in the packet was the information for their pricing. One major advantage for us with it going to the Cloud, the DPW will have access out at their building. Right now, with our firewalls, servers and all that security stuff we have they cannot get it there. Tony cannot approve his employee's timesheet, or access anything with the Utility Billing Program.

Jody and Casey continue to grow in their knowledge of government accounting, policies and taxes, as well as learning more about Pentwater itself. Casey has assumed the role of "Clerk" for the DDA and Jody for the Planning Commission. We all work well together and both Jody and Casey are very hard workers, constantly doing what is right for the citizens. Even though we are very busy and working hard, Toby and I try to make it an enjoyable place to work.

Respectfully submitted,

Michelle Bieri
Clerk/Treasurer

GL NUMBER	DESCRIPTION	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	2026-27 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 101 - General Fund						
Dept 000 - 592						
101-000-402.000	Property Tax Revenue	449,266.95	255,089.79	1,107,000.00	40.58	657,733.05
101-000-412.000	Blight	0.00	0.00	2,000.00	0.00	2,000.00
101-000-445.000	Penalties & Interest On Taxes	0.00	0.00	2,000.00	0.00	2,000.00
101-000-447.000	Property Tax Administration Fee	6,865.13	3,909.27	16,500.00	41.61	9,634.87
101-000-452.000	Charter Metro Act Money	8,233.19	4,370.54	29,400.00	28.00	21,166.81
101-000-476.000	Zoning Permits & Fees	2,012.95	450.00	6,000.00	33.55	3,987.05
101-000-476.100	Short Term Rental	0.00	0.00	61,500.00	0.00	61,500.00
101-000-539.000	State Grants	32,613.58	4,179.92	17,000.00	191.84	(15,613.58)
101-000-569.000	Other State Grants	41.38	0.00	3,000.00	1.38	2,958.62
101-000-573.000	Local Community Stabilization Share	0.00	0.00	3,000.00	0.00	3,000.00
101-000-574.000	State Shared Revenue	46,229.00	14,785.00	100,100.00	46.18	53,871.00
101-000-625.000	Liquor License Fee	1,691.25	0.00	3,600.00	46.98	1,908.75
101-000-626.000	Justice Training 302	0.00	0.00	1,100.00	0.00	1,100.00
101-000-627.000	Reports & Pbt Test	70.00	25.00	100.00	70.00	30.00
101-000-628.000	FOIA & Copies	70.50	0.00	200.00	35.25	129.50
101-000-638.000	Fish Cleaning Station	109.00	0.00	2,000.00	5.45	1,891.00
101-000-640.000	Garbage Collection Fee	89,016.50	6.50	180,000.00	49.45	90,983.50
101-000-641.000	Garbage Collection - Penalty	724.84	346.34	1,000.00	72.48	275.16
101-000-647.200	Kayak Permits	2,625.00	75.00	2,500.00	105.00	(125.00)
101-000-653.000	Launch Ramp Fees	10,375.10	4,252.50	12,000.00	86.46	1,624.90
101-000-655.000	Ordinance & Ticket Fines	3,479.05	1,796.30	4,000.00	86.98	520.95
101-000-658.000	NSF-Taxes	0.00	0.00	100.00	0.00	100.00
101-000-664.000	Bank Interest Earned	11.66	0.00	2,500.00	0.47	2,488.34
101-000-664.900	MI Class Operating - GEN/SEWER	4,137.87	0.00	65,000.00	6.37	60,862.13
101-000-668.000	VG Wedding Fee	0.00	0.00	300.00	0.00	300.00
101-000-669.000	Rents/Leases Am Tower	10,372.26	1,728.71	31,500.00	32.93	21,127.74
101-000-669.100	Rents/Leases-At&T	27,371.58	9,123.86	53,500.00	51.16	26,128.42
101-000-671.100	Rec Prgram Fees	40.00	0.00	1,600.00	2.50	1,560.00
101-000-671.200	Pent Recreation Prgm Fundraising	0.00	0.00	1,000.00	0.00	1,000.00
101-000-671.300	Pent Recreation Prgm-Township	0.00	0.00	7,500.00	0.00	7,500.00
101-000-676.000	Reimbursements	0.00	0.00	2,500.00	0.00	2,500.00
101-000-694.000	Misc. Income	28,607.18	205,293.06	0.00	100.00	(28,607.18)
101-000-694.248	Admin Fee-Dda	100.00	100.00	1,200.00	8.33	1,100.00
101-000-694.280	Admin Fee-Friendship Center	0.00	0.00	5,500.00	0.00	5,500.00
101-000-754.100	Community Promotion-Fireworks Donations	0.00	0.00	500.00	0.00	500.00
101-000-754.300	Therapy Dog Donations	30.00	15.00	6,500.00	0.46	6,470.00
Net - Dept 000 - 592		724,093.97	505,546.79	1,733,200.00		1,009,106.03
Dept 171 - Village Elected Officials						
101-171-702.000	Presidents Salary/Meeting	2,911.94	423.08	8,200.00	35.51	5,288.06
101-171-704.000	Trustee Meeting Fee	2,880.00	0.00	9,400.00	30.64	6,520.00
101-171-716.000	Employer Fica/Mc Exp.	443.08	32.37	1,700.00	26.06	1,256.92
101-171-740.000	Operation Supplies	0.00	0.00	500.00	0.00	500.00
101-171-801.000	Professional/Contractual Serv	5,505.25	0.00	65,000.00	8.47	59,494.75
101-171-810.000	Insurance	1,517.00	0.00	1,800.00	84.28	283.00
101-171-860.000	Travel Expenses	0.00	0.00	200.00	0.00	200.00
101-171-862.000	Education & Training	0.00	0.00	1,000.00	0.00	1,000.00
101-171-915.000	Dues & Memberships	0.00	0.00	1,000.00	0.00	1,000.00
Net - Dept 171 - Village Elected Officials		(13,257.27)	(455.45)	(88,800.00)		(75,542.73)
Dept 172 - Village Manager						
101-172-702.000	Wages/Salary	40,528.06	7,368.38	96,540.00	41.98	56,011.94

GL NUMBER	DESCRIPTION	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	2026-27 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 101 - General Fund						
101-172-712.000	Employee Benefits	11,648.22	2,187.10	24,000.00	48.53	12,351.78
101-172-716.000	Employer Fica/Mc Exp.	2,909.39	527.08	8,000.00	36.37	5,090.61
101-172-718.000	Muta Exp.	554.00	0.00	0.00	100.00	(554.00)
101-172-740.000	Operating Supplies	15.89	0.00	500.00	3.18	484.11
101-172-801.000	PROFESSIONAL SERVICES	0.00	0.00	100.00	0.00	100.00
101-172-810.000	Insurance	1,000.00	0.00	1,000.00	100.00	0.00
101-172-860.000	Travel & Lodging	0.00	0.00	1,500.00	0.00	1,500.00
101-172-860.100	Car Allowance	2,150.00	400.00	4,800.00	44.79	2,650.00
101-172-862.000	Education & Training	45.38	0.00	1,500.00	3.03	1,454.62
101-172-915.000	Dues & Memberships	515.89	50.00	500.00	103.18	(15.89)
101-172-920.000	Utilities	0.00	0.00	250.00	0.00	250.00
Net - Dept 172 - Village Manager		(59,366.83)	(10,532.56)	(138,690.00)		(79,323.17)
Dept 215 - Village Clerk/Treasurer						
101-215-702.000	Wages/Salary	33,763.16	6,378.10	78,800.00	42.85	45,036.84
101-215-712.000	Employee Benefits	10,594.73	2,070.25	30,000.00	35.32	19,405.27
101-215-716.000	Employer Fica/Mc Exp.	2,351.78	441.91	7,500.00	31.36	5,148.22
101-215-740.000	Operating Supplies	445.36	82.27	2,000.00	22.27	1,554.64
101-215-801.000	Professional/Contractual Serv	32,435.73	14,001.82	9,000.00	360.40	(23,435.73)
101-215-802.000	Office Machine Contracts	1,054.18	191.74	3,500.00	30.12	2,445.82
101-215-810.000	Insurance	1,257.31	171.12	1,000.00	125.73	(257.31)
101-215-828.000	Bank Fees	265.79	0.00	4,000.00	6.64	3,734.21
101-215-851.000	Postage Exp.	1,803.78	506.37	1,000.00	180.38	(803.78)
101-215-860.000	Travel & Lodging	1,314.85	0.00	3,500.00	37.57	2,185.15
101-215-862.000	Education & Training	198.00	0.00	3,500.00	5.66	3,302.00
101-215-900.000	Publishing	0.00	0.00	3,000.00	0.00	3,000.00
101-215-915.000	Dues & Memberships	1,008.00	159.00	1,000.00	100.80	(8.00)
101-215-920.000	Utilities	0.00	0.00	1,800.00	0.00	1,800.00
Net - Dept 215 - Village Clerk/Treasurer		(86,492.67)	(24,002.58)	(149,600.00)		(63,107.33)
Dept 265 - Village Hall,Civic Bldg, 327 S Hancock						
101-265-702.000	Wages/Salary	853.11	119.38	2,500.00	34.12	1,646.89
101-265-712.000	Employee Benefits	314.76	41.95	114,000.00	0.28	113,685.24
101-265-716.000	Employer Fica/Mc Exp.	60.42	8.38	200.00	30.21	139.58
101-265-740.000	Operating Supplies	2,979.87	735.63	10,000.00	29.80	7,020.13
101-265-801.000	Professional/Contractual Serv	20,452.38	2,490.23	28,000.00	73.04	7,547.62
101-265-810.000	Insurance	9,157.26	172.73	19,000.00	48.20	9,842.74
101-265-915.000	Dues & Memberships	428.80	0.00	200.00	214.40	(228.80)
101-265-920.000	Utilities	7,233.51	1,632.31	20,000.00	36.17	12,766.49
101-265-930.000	Repair & Maintenance	12,060.17	0.00	2,000.00	603.01	(10,060.17)
101-265-940.000	Equipment Rental	783.54	38.36	300.00	261.18	(483.54)
101-265-991.000	Principal Payments	3,838.81	1,924.68	20,000.00	19.19	16,161.19
101-265-991.100	Principal - Police Dept Building	7,528.35	2,509.86	30,000.00	25.09	22,471.65
101-265-992.000	Interest	575.71	282.58	3,500.00	16.45	2,924.29
101-265-992.100	Interest Police Department Building	564.18	187.65	2,200.00	25.64	1,635.82
Net - Dept 265 - Village Hall,Civic Bldg, 327 S Hancock		(66,830.87)	(10,143.74)	(251,900.00)		(185,069.13)
Dept 301 - Police Department						
101-301-433.000	Therapy Dog	493.16	175.30	8,700.00	5.67	8,206.84
101-301-543.000	MCOLES Grant Continuing Education	579.90	0.00	0.00	100.00	(579.90)
101-301-702.000	Wages/Salary	88,255.61	16,289.00	212,560.00	41.52	124,304.39

GL NUMBER	DESCRIPTION	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	2026-27 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 101 - General Fund						
101-301-703.000	Part-Time Wages	28,120.65	8,199.04	36,400.00	77.25	8,279.35
101-301-712.000	Employee Benefits	27,480.50	5,629.27	25,000.00	109.92	(2,480.50)
101-301-716.000	Employer Fica/Mc Exp.	8,854.39	1,864.27	18,000.00	49.19	9,145.61
101-301-740.000	Operating Supplies	2,998.13	255.00	6,000.00	49.97	3,001.87
101-301-760.000	Personal Safety Equipment	3,210.96	0.00	10,000.00	32.11	6,789.04
101-301-767.000	Uniform Expense	2,020.65	0.00	7,000.00	28.87	4,979.35
101-301-801.000	Professional/Contractual Serv	5,865.51	1,285.85	15,000.00	39.10	9,134.49
101-301-810.000	Insurance	9,286.02	1,506.67	6,500.00	142.86	(2,786.02)
101-301-851.000	Postage Exp.	10.77	8.05	100.00	10.77	89.23
101-301-860.000	Travel & Lodging	27.00	0.00	1,500.00	1.80	1,473.00
101-301-862.000	Education & Training	834.34	0.00	3,000.00	27.81	2,165.66
101-301-880.000	Community Promotion	1,172.60	275.00	1,500.00	78.17	327.40
101-301-915.000	Dues & Memberships	224.94	34.99	1,500.00	15.00	1,275.06
101-301-920.000	Utilities	809.49	189.37	2,500.00	32.38	1,690.51
101-301-930.000	Repair & Maintenance	137.10	0.00	3,500.00	3.92	3,362.90
101-301-940.000	Equipment Rental	0.00	0.00	35,000.00	0.00	35,000.00
Net - Dept 301 - Police Department		(179,221.92)	(35,711.81)	(393,760.00)		(214,538.08)
Dept 420 - Planning And Zoning						
101-420-704.000	Plan Comm Meeting Pay	1,200.00	0.00	4,000.00	30.00	2,800.00
101-420-716.000	Employer Fica/Mc Exp.	91.81	0.00	0.00	100.00	(91.81)
101-420-740.000	Operating Supplies	39.06	39.06	1,000.00	3.91	960.94
101-420-801.000	Professional/Contractual Serv	22,383.50	6,737.00	80,000.00	27.98	57,616.50
101-420-851.000	Postage Exp.	0.00	0.00	200.00	0.00	200.00
101-420-900.000	Publishing	132.95	0.00	2,500.00	5.32	2,367.05
101-420-900.100	Publishing - Grants	0.00	0.00	1,000.00	0.00	1,000.00
101-420-915.000	Dues & Memberships	944.00	0.00	1,000.00	94.40	56.00
Net - Dept 420 - Planning And Zoning		(24,791.32)	(6,776.06)	(89,700.00)		(64,908.68)
Dept 441 - DPW						
101-441-702.000	Wages/Salary	14,093.18	3,281.54	115,500.00	12.20	101,406.82
101-441-712.000	Employee Benefits	9,993.61	3,174.36	45,000.00	22.21	35,006.39
101-441-716.000	Employer Fica/Mc Exp.	1,213.90	263.94	8,750.00	13.87	7,536.10
101-441-740.000	Operating Supplies	4,902.25	528.89	16,100.00	30.45	11,197.75
101-441-767.000	Uniform Expense	3,601.48	934.39	8,500.00	42.37	4,898.52
101-441-801.000	Professional/Contractual Serv	594.66	0.00	10,000.00	5.95	9,405.34
101-441-810.000	Insurance	6,077.05	538.31	5,000.00	121.54	(1,077.05)
101-441-900.000	Publishing	0.00	0.00	200.00	0.00	200.00
101-441-915.000	Dues & Memberships	0.00	0.00	300.00	0.00	300.00
101-441-920.000	Utilities	2,757.68	499.55	8,000.00	34.47	5,242.32
101-441-930.000	Repair & Maintenance	1,192.15	623.45	5,000.00	23.84	3,807.85
101-441-940.000	Equipment Rental	2,244.50	1,146.86	6,000.00	37.41	3,755.50
101-441-955.000	Miscellaneous	0.00	0.00	1,100.00	0.00	1,100.00
Net - Dept 441 - DPW		(46,670.46)	(10,991.29)	(229,450.00)		(182,779.54)
Dept 448 - Street Lighting						
101-448-920.000	Utilities	10,651.79	2,968.05	30,000.00	35.51	19,348.21
Net - Dept 448 - Street Lighting		(10,651.79)	(2,968.05)	(30,000.00)		(19,348.21)

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF PENTWATER

PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	2026-27 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 101 - General Fund						
Dept 528 - Sanitation Services						
101-528-702.000	Wages/Salary	3,857.66	0.00	8,000.00	48.22	4,142.34
101-528-712.000	Employee Benefits	525.57	0.00	1,500.00	35.04	974.43
101-528-716.000	Employer Fica/Mc Exp.	287.75	0.00	1,000.00	28.78	712.25
101-528-801.000	Professional/Contractual Serv	62,745.66	15,421.47	170,000.00	36.91	107,254.34
101-528-940.000	Equipment Rental	2,288.30	0.00	15,000.00	15.26	12,711.70
Net - Dept 528 - Sanitation Services		(69,704.94)	(15,421.47)	(195,500.00)		(125,795.06)
Dept 749 - Community Promotion						
101-749-702.000	Wages/Salary	50.74	50.74	250.00	20.30	199.26
101-749-712.000	Employee Benefits	3.48	3.48	50.00	6.96	46.52
101-749-716.000	Employer Fica/Mc Exp.	3.89	3.89	50.00	7.78	46.11
101-749-740.000	Operating Supplies	0.00	0.00	1,000.00	0.00	1,000.00
101-749-801.000	Professional/Contractual Serv	75.00	75.00	2,500.00	3.00	2,425.00
101-749-880.000	Community Promotion	2,000.00	0.00	5,000.00	40.00	3,000.00
101-749-940.000	Equipment Rental	38.36	38.36	200.00	19.18	161.64
Net - Dept 749 - Community Promotion		(2,171.47)	(171.47)	(9,050.00)		(6,878.53)
Dept 751 - Recreation K-6 Program						
101-751-702.000	Wages/Salary	0.00	0.00	10,000.00	0.00	10,000.00
101-751-712.000	Employee Benefits	0.00	0.00	500.00	0.00	500.00
101-751-716.000	Employer Fica/Mc Exp.	0.00	0.00	800.00	0.00	800.00
101-751-740.000	Operating Supplies	0.00	0.00	2,000.00	0.00	2,000.00
101-751-801.000	Professional/Contractual Serv	7,500.00	0.00	1,500.00	500.00	(6,000.00)
101-751-880.000	Community Promotion	0.00	0.00	300.00	0.00	300.00
101-751-920.000	Utilities	0.00	0.00	750.00	0.00	750.00
Net - Dept 751 - Recreation K-6 Program		(7,500.00)	0.00	(15,850.00)		(8,350.00)
Dept 754 - Fish Cleaning Station						
101-754-702.000	Wages/Salary	3,877.00	1,196.00	2,500.00	155.08	(1,377.00)
101-754-712.000	Employee Benefits	0.00	0.00	200.00	0.00	200.00
101-754-716.000	Employer Fica/Mc Exp.	296.60	91.49	200.00	148.30	(96.60)
101-754-740.000	Operating Supplies	13.29	0.00	200.00	6.65	186.71
101-754-801.000	PROFESSIONAL SERVICES	5,400.00	2,400.00	7,000.00	77.14	1,600.00
101-754-920.000	Utilities	841.90	0.00	3,000.00	28.06	2,158.10
101-754-930.000	Repair & Maintenance	0.00	0.00	3,000.00	0.00	3,000.00
Net - Dept 754 - Fish Cleaning Station		(10,428.79)	(3,687.49)	(16,100.00)		(5,671.21)
Dept 756 - Parks & Recreation						
101-756-702.000	Wages/Salary	19,155.49	4,314.42	50,000.00	38.31	30,844.51
101-756-712.000	Employee Benefits	7,141.11	1,356.35	10,000.00	71.41	2,858.89
101-756-716.000	Employer Fica/Mc Exp.	1,364.55	312.21	2,800.00	48.73	1,435.45
101-756-740.000	Operating Supplies	5,052.53	50.97	15,000.00	33.68	9,947.47
101-756-801.000	Professional/Contractual Serv	36,130.00	17,649.00	5,000.00	722.60	(31,130.00)
101-756-810.000	Insurance	2,410.51	230.66	2,500.00	96.42	89.49
101-756-920.000	Utilities	5,793.96	354.27	15,000.00	38.63	9,206.04
101-756-930.000	Repair & Maintenance	4,084.21	705.00	9,500.00	42.99	5,415.79
101-756-940.000	Equipment Rental	6,046.69	1,059.29	15,000.00	40.31	8,953.31

GL NUMBER	DESCRIPTION	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	2026-27 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 101 - General Fund						
Net - Dept 756 - Parks & Recreation		(87,179.05)	(26,032.17)	(124,800.00)		(37,620.95)
Fund 101 - General Fund:						
TOTAL REVENUES		724,673.87	505,546.79	1,733,200.00	41.81	1,008,526.13
TOTAL EXPENDITURES		664,847.28	146,894.14	1,733,200.00	38.36	1,068,352.72
NET OF REVENUES & EXPENDITURES		59,826.59	358,652.65	0.00	100.00	(59,826.59)
Fund 202 - Major Street Fund						
Dept 000 - 592						
202-000-551.000	Act 51 - Gas & Weight Tax	72,333.07	14,700.06	132,000.00	54.80	59,666.93
202-000-551.100	Mileage Trnsf-Hancock St.	0.00	0.00	65,000.00	0.00	65,000.00
202-000-552.000	Act 51 - Winter Maintenance	1,049.55	209.91	0.00	100.00	(1,049.55)
202-000-664.000	Bank Interest Earned	1,409.60	0.00	7,500.00	18.79	6,090.40
Net - Dept 000 - 592		74,792.22	14,909.97	204,500.00		129,707.78
Dept 463 - Routine Maintenance						
202-463-702.000	Wages/Salary	8,658.58	2,556.44	15,000.00	57.72	6,341.42
202-463-712.000	Employee Benefits	2,801.93	809.11	5,000.00	56.04	2,198.07
202-463-716.000	Employer Fica/Mc Exp.	613.88	181.40	1,200.00	51.16	586.12
202-463-740.000	Operating Supplies	0.00	0.00	1,500.00	0.00	1,500.00
202-463-801.000	Professional/Contractual Serv	0.00	0.00	2,000.00	0.00	2,000.00
202-463-810.000	Insurance	511.51	225.04	1,000.00	51.15	488.49
202-463-813.000	Tree Maintenance Program	0.00	0.00	7,500.00	0.00	7,500.00
202-463-930.000	Repair & Maintenance	3,072.54	0.00	100,000.00	3.07	96,927.46
202-463-940.000	Equipment Rental	8,092.23	3,994.18	12,000.00	67.44	3,907.77
202-463-972.000	Sidewalk Replacement	9,646.00	0.00	10,000.00	96.46	354.00
Net - Dept 463 - Routine Maintenance		(33,396.67)	(7,766.17)	(155,200.00)		(121,803.33)
Dept 478 - Winter Maintenance						
202-478-702.000	Wages/Salary	1,241.91	0.00	11,000.00	11.29	9,758.09
202-478-712.000	Employee Benefits	445.57	0.00	6,000.00	7.43	5,554.43
202-478-716.000	Employer Fica/Mc Exp.	88.99	0.00	1,200.00	7.42	1,111.01
202-478-740.000	Operating Supplies	0.00	0.00	5,000.00	0.00	5,000.00
202-478-801.000	Professional/Contractual Serv	0.00	0.00	1,000.00	0.00	1,000.00
202-478-810.000	Insurance	0.00	0.00	1,500.00	0.00	1,500.00
202-478-940.000	Equipment Rental	1,232.79	0.00	12,000.00	10.27	10,767.21
Net - Dept 478 - Winter Maintenance		(3,009.26)	0.00	(37,700.00)		(34,690.74)
Dept 482 - Administration - Streets						
202-482-702.000	Wages/Salary	799.39	142.58	2,200.00	36.34	1,400.61
202-482-712.000	Employee Benefits	216.38	41.87	600.00	36.06	383.62
202-482-716.000	Employer Fica/Mc Exp.	57.42	10.15	200.00	28.71	142.58
Net - Dept 482 - Administration - Streets		(1,073.19)	(194.60)	(3,000.00)		(1,926.81)

GL NUMBER	DESCRIPTION	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	2026-27 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 202 - Major Street Fund						
Fund 202 - Major Street Fund:						
TOTAL REVENUES		74,792.22	14,909.97	204,500.00	36.57	129,707.78
TOTAL EXPENDITURES		37,479.12	7,960.77	195,900.00	19.13	158,420.88
NET OF REVENUES & EXPENDITURES		37,313.10	6,949.20	8,600.00	433.87	(28,713.10)
Fund 203 - Local Street Fund						
Dept 000 - 592						
203-000-551.000	Act 51 - Gas & Weight Tax	36,453.72	7,408.40	90,000.00	40.50	53,546.28
203-000-552.000	Act 51 - Winter Maintenance	528.95	105.79	0.00	100.00	(528.95)
203-000-664.000	Bank Interest Earned	323.33	0.00	4,000.00	8.08	3,676.67
203-000-667.150	Reimbursement Sidewalk Repair	0.00	0.00	5,000.00	0.00	5,000.00
Net - Dept 000 - 592		37,306.00	7,514.19	99,000.00		61,694.00
Dept 463 - Routine Maintenance						
203-463-702.000	Wages/Salary	3,251.14	575.61	15,000.00	21.67	11,748.86
203-463-712.000	Employee Benefits	852.85	168.52	4,000.00	21.32	3,147.15
203-463-716.000	Employer Fica/Mc Exp.	235.65	41.18	1,200.00	19.64	964.35
203-463-740.000	Operating Supplies	0.00	0.00	1,200.00	0.00	1,200.00
203-463-801.000	Professional/Contractual Serv	968.00	0.00	2,500.00	38.72	1,532.00
203-463-810.000	Insurance	511.50	225.04	1,000.00	51.15	488.50
203-463-813.000	Tree Maintenance Program	0.00	0.00	7,500.00	0.00	7,500.00
203-463-930.000	Repair & Maintenance	16,172.54	0.00	20,600.00	78.51	4,427.46
203-463-940.000	Equipment Rental	5,113.07	949.03	9,000.00	56.81	3,886.93
203-463-972.000	Sidewalk Replacement	0.00	0.00	10,000.00	0.00	10,000.00
Net - Dept 463 - Routine Maintenance		(27,104.75)	(1,959.38)	(72,000.00)		(44,895.25)
Dept 478 - Winter Maintenance						
203-478-702.000	Wages/Salary	1,084.34	0.00	10,000.00	10.84	8,915.66
203-478-712.000	Employee Benefits	382.22	0.00	3,000.00	12.74	2,617.78
203-478-716.000	Employer Fica/Mc Exp.	76.58	0.00	1,000.00	7.66	923.42
203-478-740.000	Operating Supplies	0.00	0.00	4,000.00	0.00	4,000.00
203-478-940.000	Equipment Rental	1,041.76	0.00	6,000.00	17.36	4,958.24
Net - Dept 478 - Winter Maintenance		(2,584.90)	0.00	(24,000.00)		(21,415.10)
Dept 482 - Administration - Streets						
203-482-702.000	Wages/Salary	799.37	142.58	2,200.00	36.34	1,400.63
203-482-712.000	Employee Benefits	216.36	41.87	600.00	36.06	383.64
203-482-716.000	Employer Fica/Mc Exp.	57.42	10.15	200.00	28.71	142.58
Net - Dept 482 - Administration - Streets		(1,073.15)	(194.60)	(3,000.00)		(1,926.85)
Fund 203 - Local Street Fund:						

PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	2026-27 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 203 - Local Street Fund						
TOTAL REVENUES		37,306.00	7,514.19	99,000.00	37.68	61,694.00
TOTAL EXPENDITURES		30,762.80	2,153.98	99,000.00	31.07	68,237.20
NET OF REVENUES & EXPENDITURES		6,543.20	5,360.21	0.00	100.00	(6,543.20)
Fund 204 - Municipal Street Fund						
Dept 000 - 592						
204-000-402.000	Property Tax Revenue	65,848.55	37,388.21	150,000.00	43.90	84,151.45
204-000-664.000	Bank Interest Earned	381.49	0.00	2,000.00	19.07	1,618.51
204-000-694.000	Misc. Income	0.00	30,089.22	0.00	0.00	0.00
204-000-828.000	Bank Fees	0.00	0.00	1,000.00	0.00	1,000.00
204-000-990.000	Debt Service - Principal	0.00	0.00	105,000.00	0.00	105,000.00
204-000-992.000	Interest Paid	0.00	0.00	31,425.00	0.00	31,425.00
Net - Dept 000 - 592		66,230.04	67,477.43	14,575.00		(51,655.04)
Fund 204 - Municipal Street Fund:						
TOTAL REVENUES		66,230.04	67,477.43	152,000.00	43.57	85,769.96
TOTAL EXPENDITURES		0.00	0.00	137,425.00	0.00	137,425.00
NET OF REVENUES & EXPENDITURES		66,230.04	67,477.43	14,575.00	454.41	(51,655.04)
Fund 248 - Downtown Development Authority						
Dept 000 - 592						
248-000-402.000	Property Tax Revenue	14,893.71	9,582.88	30,000.00	49.65	15,106.29
248-000-664.000	Bank Interest Earned	178.22	0.00	1,600.00	11.14	1,421.78
248-000-674.200	Marina Band Concerts Donations	900.00	0.00	1,000.00	90.00	100.00
248-000-674.300	Petal Project Donations	25.00	0.00	0.00	100.00	(25.00)
248-000-675.000	Christmas Ad Campaign	400.00	400.00	5,000.00	8.00	4,600.00
248-000-694.000	Misc. Revenue Income	0.00	6,648.55	0.00	0.00	0.00
248-000-740.000	Operating Supplies	62.97	0.00	500.00	12.59	437.03
248-000-740.400	Hancock Improvement	3,350.00	0.00	3,400.00	98.53	50.00
248-000-800.300	Christmas Decorations	0.00	0.00	3,000.00	0.00	3,000.00
248-000-801.000	Professional/Contractual Serv	0.00	0.00	1,500.00	0.00	1,500.00
248-000-801.200	Marina Band Concerts	600.00	600.00	1,700.00	35.29	1,100.00
248-000-803.000	Admin Expense	100.00	100.00	1,200.00	8.33	1,100.00
248-000-880.000	Community Promotion	0.00	0.00	13,000.00	0.00	13,000.00
248-000-880.200	Downtown Decor	0.00	0.00	500.00	0.00	500.00
248-000-880.300	Christmas in the Village	0.00	0.00	9,000.00	0.00	9,000.00
248-000-880.500	New Year's Eve	0.00	0.00	2,000.00	0.00	2,000.00
248-000-880.700	Start Of Summer	0.00	0.00	200.00	0.00	200.00
248-000-920.000	Utilities	0.00	0.00	1,600.00	0.00	1,600.00
Net - Dept 000 - 592		12,283.96	15,931.43	0.00		(12,283.96)
Fund 248 - Downtown Development Authority:						
TOTAL REVENUES		16,396.93	16,631.43	37,600.00	43.61	21,203.07

GL NUMBER	DESCRIPTION	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	2026-27 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 248 - Downtown Development Authority						
TOTAL EXPENDITURES		4,112.97	700.00	37,600.00	10.94	33,487.03
NET OF REVENUES & EXPENDITURES		12,283.96	15,931.43	0.00	100.00	(12,283.96)
Fund 280 - Park Place						
Dept 000 - 592						
280-000-402.000	Property Tax Revenue	19,323.17	10,971.60	47,000.00	41.11	27,676.83
280-000-664.000	Bank Interest Earned	295.02	0.00	2,500.00	11.80	2,204.98
280-000-667.000	Rents	3,350.00	775.00	5,500.00	60.91	2,150.00
280-000-674.000	Contributions/Donations	0.00	0.00	7,500.00	0.00	7,500.00
280-000-694.000	Misc. Income	0.00	8,829.56	0.00	0.00	0.00
280-000-702.000	Wages/Salary	5,330.01	1,537.80	28,500.00	18.70	23,169.99
280-000-712.000	Employee Benefits	1,662.90	175.96	1,000.00	166.29	(662.90)
280-000-716.000	Employer Fica/Mc Exp.	382.77	115.82	1,000.00	38.28	617.23
280-000-740.000	Operating Supplies	760.62	706.65	4,000.00	19.02	3,239.38
280-000-801.000	Professional/Contractual Serv	5,807.92	445.92	2,000.00	290.40	(3,807.92)
280-000-803.000	Admin Expense	0.00	0.00	5,000.00	0.00	5,000.00
280-000-810.000	Insurance	0.00	0.00	2,000.00	0.00	2,000.00
280-000-920.000	Utilities	1,939.59	208.83	8,000.00	24.24	6,060.41
280-000-930.000	Repair & Maintenance	3,421.44	0.00	10,000.00	34.21	6,578.56
280-000-940.000	Equipment Rental	3,415.38	93.72	1,000.00	341.54	(2,415.38)
Net - Dept 000 - 592		247.56	17,291.46	0.00		(247.56)
Fund 280 - Park Place:						
TOTAL REVENUES		22,968.19	20,576.16	62,500.00	36.75	39,531.81
TOTAL EXPENDITURES		22,720.63	3,284.70	62,500.00	36.35	39,779.37
NET OF REVENUES & EXPENDITURES		247.56	17,291.46	0.00	100.00	(247.56)
Fund 301 - Debt Service Fund						
Dept 000 - 592						
301-000-402.000	Property Tax Revenue	137,425.73	78,029.08	312,000.00	44.05	174,574.27
301-000-664.000	Bank Interest Earned	5.11	0.00	2,500.00	0.20	2,494.89
301-000-694.000	Misc. Income	0.00	62,796.16	0.00	0.00	0.00
301-000-828.000	Bank Fees	0.00	0.00	100.00	0.00	100.00
301-000-990.000	Debt Service - Principal	0.00	0.00	200,000.00	0.00	200,000.00
301-000-992.000	Interest Paid	0.00	0.00	51,750.00	0.00	51,750.00
Net - Dept 000 - 592		137,430.84	140,825.24	62,650.00		(74,780.84)
Fund 301 - Debt Service Fund:						
TOTAL REVENUES		137,430.84	140,825.24	314,500.00	43.70	177,069.16
TOTAL EXPENDITURES		0.00	0.00	251,850.00	0.00	251,850.00
NET OF REVENUES & EXPENDITURES		137,430.84	140,825.24	62,650.00	219.36	(74,780.84)
Fund 496 - Unlimited GO St Improvement						

GL NUMBER	DESCRIPTION	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	2026-27 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 496 - Unlimited GO St Improvement						
Dept 000 - 592						
496-000-664.900	MI Class Operating - GEN/SEWER	0.04	0.00	0.00	100.00	(0.04)
Net - Dept 000 - 592		0.04	0.00	0.00		(0.04)
Fund 496 - Unlimited GO St Improvement:						
TOTAL REVENUES		0.04	0.00	0.00	100.00	(0.04)
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.04	0.00	0.00	100.00	(0.04)
Fund 590 - Village Sewer Fund						
Dept 000 - 592						
590-000-642.000	Village Sewer Sales	376,331.56	(4,561.20)	885,260.00	42.51	508,928.44
590-000-645.003	Twp Sewer N Wholesale Sales	18,718.98	0.00	20,000.00	93.59	1,281.02
590-000-646.000	Connection Fees	4,000.00	0.00	5,000.00	80.00	1,000.00
590-000-656.000	Penalties	1,995.47	1,059.27	3,000.00	66.52	1,004.53
590-000-664.000	Bank Interest Earned	492.94	0.00	7,000.00	7.04	6,507.06
590-000-664.900	MI Class Operating - GEN/SEWER	3.31	0.00	500.00	0.66	496.69
Net - Dept 000 - 592		401,542.26	(3,501.93)	920,760.00		519,217.74
Dept 537 - Pumping/Distribution						
590-537-702.000	Wages/Salary	9,958.26	564.91	25,000.00	39.83	15,041.74
590-537-712.000	Employee Benefits	3,128.95	184.26	7,500.00	41.72	4,371.05
590-537-716.000	Employer Fica/Mc Exp.	710.66	39.92	2,000.00	35.53	1,289.34
590-537-740.000	Operating Supplies	0.00	0.00	2,000.00	0.00	2,000.00
590-537-801.000	Professional/Contractual Serv	15,921.41	7,499.81	10,000.00	159.21	(5,921.41)
590-537-920.000	Utilities	8,020.81	1,140.72	20,000.00	40.10	11,979.19
590-537-930.000	Repair & Maintenance	30,487.39	536.74	100,000.00	30.49	69,512.61
590-537-940.000	Equipment Rental	5,470.06	210.98	6,000.00	91.17	529.94
Net - Dept 537 - Pumping/Distribution		(73,697.54)	(10,177.34)	(172,500.00)		(98,802.46)
Dept 538 - Treatment Plant						
590-538-702.000	Wages/Salary	873.28	57.08	10,000.00	8.73	9,126.72
590-538-712.000	Employee Benefits	362.81	3.91	3,000.00	12.09	2,637.19
590-538-716.000	Employer Fica/Mc Exp.	60.69	4.37	1,000.00	6.07	939.31
590-538-740.000	Operating Supplies	23,975.31	0.00	50,000.00	47.95	26,024.69
590-538-800.500	Testing	1,062.07	0.00	30,000.00	3.54	28,937.93
590-538-801.000	Professional/Contractual Serv	79,270.33	14,672.19	180,000.00	44.04	100,729.67
590-538-810.000	Insurance	2,000.00	0.00	3,200.00	62.50	1,200.00
590-538-920.000	Utilities	29,716.63	6,352.01	65,000.00	45.72	35,283.37
590-538-930.000	Repair & Maintenance	642.00	0.00	96,560.00	0.66	95,918.00
590-538-940.000	Equipment Rental	202.38	0.00	5,000.00	4.05	4,797.62
Net - Dept 538 - Treatment Plant		(138,165.50)	(21,089.56)	(443,760.00)		(305,594.50)
Dept 539 - Administration						

GL NUMBER	DESCRIPTION	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	2026-27 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 590 - Village Sewer Fund						
590-539-702.000	Wages/Salary	19,375.29	3,075.77	34,000.00	56.99	14,624.71
590-539-712.000	Employee Benefits	3,148.94	350.47	10,000.00	31.49	6,851.06
590-539-716.000	Employer Fica/Mc Exp.	1,442.40	232.32	3,000.00	48.08	1,557.60
590-539-740.000	Operating Supplies	167.83	0.00	2,000.00	8.39	1,832.17
590-539-801.000	Professional/Contractual Serv	2,150.00	0.00	14,000.00	15.36	11,850.00
590-539-808.000	Permit Fees	0.00	0.00	2,500.00	0.00	2,500.00
590-539-810.000	Insurance	(73.18)	0.00	4,000.00	(1.83)	4,073.18
590-539-851.000	Postage Exp.	0.00	0.00	1,500.00	0.00	1,500.00
590-539-860.000	Travel & Lodging	0.00	0.00	500.00	0.00	500.00
590-539-862.000	Education & Training	0.00	0.00	1,500.00	0.00	1,500.00
590-539-915.000	Dues & Memberships	295.00	0.00	1,500.00	19.67	1,205.00
590-539-920.000	Utilities	175.00	35.00	0.00	100.00	(175.00)
590-539-990.000	Debt Service - Principal	0.00	0.00	118,000.00	0.00	118,000.00
590-539-992.000	Interest Paid	52,382.11	0.00	112,000.00	46.77	59,617.89
Net - Dept 539 - Administration		(79,063.39)	(3,693.56)	(304,500.00)		(225,436.61)
Fund 590 - Village Sewer Fund:						
TOTAL REVENUES		401,542.26	(3,501.93)	920,760.00	43.61	519,217.74
TOTAL EXPENDITURES		290,926.43	34,960.46	920,760.00	31.60	629,833.57
NET OF REVENUES & EXPENDITURES		110,615.83	(38,462.39)	0.00	100.00	(110,615.83)
Fund 591 - Water Fund						
Dept 000 - 592						
591-000-539.000	State Grants	51,911.55	51,911.55	0.00	100.00	(51,911.55)
591-000-643.000	Metered Sales-Water	313,729.03	(2,467.00)	703,000.00	44.63	389,270.97
591-000-646.000	Connection Fees	6,034.00	2,500.00	5,000.00	120.68	(1,034.00)
591-000-648.000	Garden Meters	0.00	0.00	1,000.00	0.00	1,000.00
591-000-656.000	Penalties	4,650.83	882.28	8,000.00	58.14	3,349.17
591-000-664.000	Bank Interest Earned	3,455.77	0.00	40,000.00	8.64	36,544.23
Net - Dept 000 - 592		379,781.18	52,826.83	757,000.00		377,218.82
Dept 537 - Pumping/Distribution						
591-537-702.000	Wages/Salary	30,980.26	4,647.59	50,000.00	61.96	19,019.74
591-537-712.000	Employee Benefits	10,507.20	1,429.56	15,000.00	70.05	4,492.80
591-537-716.000	Employer Fica/Mc Exp.	2,197.66	331.08	4,000.00	54.94	1,802.34
591-537-740.000	Operating Supplies	123.53	0.00	5,000.00	2.47	4,876.47
591-537-790.000	Meters & Hydrants	1,235.00	500.00	10,000.00	12.35	8,765.00
591-537-801.000	Professional/Contractual Serv	4,772.32	315.00	5,000.00	95.45	227.68
591-537-920.000	Utilities	1,513.50	168.56	1,000.00	151.35	(513.50)
591-537-930.000	Repair & Maintenance	45,666.84	1,860.20	324,150.00	14.09	278,483.16
591-537-940.000	Equipment Rental	11,720.44	1,523.06	25,000.00	46.88	13,279.56
Net - Dept 537 - Pumping/Distribution		(108,716.75)	(10,775.05)	(439,150.00)		(330,433.25)
Dept 538 - Treatment Plant						
591-538-702.000	Wages/Salary	6,074.62	3,020.83	20,000.00	30.37	13,925.38
591-538-712.000	Employee Benefits	2,145.40	1,038.90	8,000.00	26.82	5,854.60

GL NUMBER	DESCRIPTION	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	2026-27 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 591 - Water Fund						
591-538-716.000	Employer Fica/Mc Exp.	428.13	213.01	2,000.00	21.41	1,571.87
591-538-740.000	Operating Supplies	2,135.28	14.20	8,000.00	26.69	5,864.72
591-538-800.500	Testing	4,330.69	298.26	3,500.00	123.73	(830.69)
591-538-801.000	Professional/Contractual Serv	2,798.50	440.00	17,500.00	15.99	14,701.50
591-538-920.000	Utilities	11,497.18	371.33	37,500.00	30.66	26,002.82
591-538-930.000	Repair & Maintenance	278.97	0.00	7,500.00	3.72	7,221.03
591-538-940.000	Equipment Rental	2,202.04	1,143.88	7,500.00	29.36	5,297.96
Net - Dept 538 - Treatment Plant		(31,890.81)	(6,540.41)	(111,500.00)		(79,609.19)
Dept 539 - Administration						
591-539-702.000	Wages/Salary	19,253.41	3,075.67	34,000.00	56.63	14,746.59
591-539-712.000	Employee Benefits	3,112.34	350.47	10,000.00	31.12	6,887.66
591-539-716.000	Employer Fica/Mc Exp.	1,433.34	232.27	2,000.00	71.67	566.66
591-539-740.000	Operating Supplies	167.83	0.00	3,000.00	5.59	2,832.17
591-539-801.000	Professional/Contractual Serv	2,150.00	0.00	10,000.00	21.50	7,850.00
591-539-801.250	DWSRF Prof Serv	606,674.23	0.00	0.00	100.00	(606,674.23)
591-539-801.255	DWSRF Engineering	27,957.81	0.00	0.00	100.00	(27,957.81)
591-539-808.000	Permit Fees	0.00	0.00	1,500.00	0.00	1,500.00
591-539-810.000	Insurance	576.02	385.34	3,000.00	19.20	2,423.98
591-539-812.000	Assessments	0.00	0.00	250.00	0.00	250.00
591-539-828.000	Bank Fees	0.00	0.00	100.00	0.00	100.00
591-539-828.250	DWSRF-Bank Fees	84.00	0.00	1,500.00	5.60	1,416.00
591-539-851.000	Postage Exp.	22.43	0.00	1,000.00	2.24	977.57
591-539-860.000	Travel & Lodging	894.54	0.00	1,500.00	59.64	605.46
591-539-862.000	Education & Training	0.00	0.00	500.00	0.00	500.00
591-539-900.000	Publishing	0.00	0.00	2,500.00	0.00	2,500.00
591-539-915.000	Dues & Memberships	295.00	0.00	2,500.00	11.80	2,205.00
591-539-920.000	Utilities	175.00	35.00	0.00	100.00	(175.00)
591-539-990.000	Debt Service - Principal	0.00	0.00	70,000.00	0.00	70,000.00
591-539-992.000	Interest Paid	0.00	0.00	63,000.00	0.00	63,000.00
Net - Dept 539 - Administration		(662,795.95)	(4,078.75)	(206,350.00)		456,445.95
Fund 591 - Water Fund:						
TOTAL REVENUES		379,781.18	52,826.83	757,000.00	50.17	377,218.82
TOTAL EXPENDITURES		803,403.51	21,394.21	757,000.00	106.13	(46,403.51)
NET OF REVENUES & EXPENDITURES		(423,622.33)	31,432.62	0.00	100.00	423,622.33
Fund 592 - Township Sewer Fund						
Dept 539 - Administration						
592-539-810.000	Insurance	173.76	173.76	0.00	100.00	(173.76)
Net - Dept 539 - Administration		(173.76)	(173.76)	0.00		173.76
Dept 540 - Township North						
592-540-702.000	Wages/Salary	346.00	0.00	0.00	100.00	(346.00)
592-540-712.000	Employee Benefits	127.59	0.00	0.00	100.00	(127.59)
592-540-716.000	Employer Fica/Mc Exp.	24.46	0.00	0.00	100.00	(24.46)

GL NUMBER	DESCRIPTION	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	2026-27 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 592 - Township Sewer Fund						
Net - Dept 540 - Township North		(498.05)	0.00	0.00		498.05
Fund 592 - Township Sewer Fund:						
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		671.81	173.76	0.00	100.00	(671.81)
NET OF REVENUES & EXPENDITURES		(671.81)	(173.76)	0.00	100.00	671.81
Fund 594 - Marina						
Dept 000 - 592						
594-000-639.000	Marina Services	203.00	60.00	0.00	100.00	(203.00)
594-000-647.200	Kayak Permits	0.00	0.00	500.00	0.00	500.00
594-000-648.000	Marina Fees-Seasonals	53,814.00	18,809.00	63,000.00	85.42	9,186.00
594-000-652.000	Marina Fees-Trans.	40,008.84	6,608.00	45,550.00	87.83	5,541.16
594-000-664.000	Bank Interest Earned	418.09	0.00	5,000.00	8.36	4,581.91
594-000-694.000	Misc. Income	25.00	25.00	0.00	100.00	(25.00)
594-000-702.000	Wages/Salary	31,454.21	9,310.50	60,000.00	52.42	28,545.79
594-000-712.000	Employee Benefits	321.29	151.39	2,500.00	12.85	2,178.71
594-000-716.000	Employer Fica/Mc Exp.	2,400.96	709.62	7,500.00	32.01	5,099.04
594-000-740.000	Operating Supplies	1,851.78	408.24	5,000.00	37.04	3,148.22
594-000-801.000	Professional/Contractual Serv	1,640.50	0.00	5,000.00	32.81	3,359.50
594-000-810.000	Insurance	4,048.19	412.05	3,200.00	126.51	(848.19)
594-000-812.000	Assessments	0.00	0.00	6,350.00	0.00	6,350.00
594-000-829.000	Bank Card Fees	0.00	0.00	500.00	0.00	500.00
594-000-900.000	Publishing	0.00	0.00	1,500.00	0.00	1,500.00
594-000-920.000	Utilities	4,645.74	1,365.85	11,000.00	42.23	6,354.26
594-000-930.000	Repair & Maintenance	4,177.48	600.00	10,000.00	41.77	5,822.52
594-000-940.000	Equipment Rental	1,701.50	953.30	1,500.00	113.43	(201.50)
Net - Dept 000 - 592		42,227.28	11,591.05	0.00		(42,227.28)
Fund 594 - Marina:						
TOTAL REVENUES		94,468.93	25,502.00	114,050.00	82.83	19,581.07
TOTAL EXPENDITURES		52,241.65	13,910.95	114,050.00	45.81	61,808.35
NET OF REVENUES & EXPENDITURES		42,227.28	11,591.05	0.00	100.00	(42,227.28)
Fund 661 - Motor Pool						
Dept 000 - 592						
661-000-664.000	Bank Interest Earned	71.44	0.00	2,500.00	2.86	2,428.56
661-000-667.301	Rents- Police Car	0.00	0.00	35,000.00	0.00	35,000.00
661-000-667.594	Rental-Marina Fund	0.00	0.00	1,500.00	0.00	1,500.00
661-000-678.000	Equipment Rental Revenue	52,279.95	11,721.17	125,000.00	41.82	72,720.05
661-000-702.000	Wages/Salary	1,398.66	388.49	5,000.00	27.97	3,601.34
661-000-712.000	Employee Benefits	491.11	114.08	1,500.00	32.74	1,008.89
661-000-716.000	Employer Fica/Mc Exp.	99.04	27.76	600.00	16.51	500.96
661-000-740.000	Operating Supplies	0.00	0.00	6,000.00	0.00	6,000.00

PERIOD ENDING 08/31/2026

GL NUMBER	DESCRIPTION	YTD BALANCE 08/31/2026	ACTIVITY FOR MONTH 08/31/2026	2026-27 ORIGINAL BUDGET	% BDGT USED	AVAILABLE BALANCE
Fund 661 - Motor Pool						
661-000-744.000	Fuel - Marina	443.17	50.51	1,000.00	44.32	556.83
661-000-801.000	Professional/Contractual Serv	0.00	0.00	500.00	0.00	500.00
661-000-810.000	Insurance	(55.16)	35.63	150.00	(36.77)	205.16
661-000-930.000	Repair & Maintenance	0.00	0.00	5,000.00	0.00	5,000.00
661-000-940.000	Equipment Rental	1,186.91	570.15	2,500.00	47.48	1,313.09
661-000-970.100	Marina	8.79	8.79	0.00	100.00	(8.79)
Net - Dept 000 - 592		48,778.87	10,525.76	141,750.00		92,971.13
Dept 301 - Police Department						
661-301-742.000	Fuel - Police	3,622.70	1,073.89	9,000.00	40.25	5,377.30
661-301-810.000	Insurance	5,000.00	0.00	6,000.00	83.33	1,000.00
661-301-930.000	Repair & Maintenance - Police	2,225.32	0.00	6,000.00	37.09	3,774.68
661-301-991.000	PRINCIPAL PAYMENTS	1,112.04	557.40	6,200.00	17.94	5,087.96
661-301-992.000	INTEREST	12.48	4.86	50.00	24.96	37.52
Net - Dept 301 - Police Department		(11,972.54)	(1,636.15)	(27,250.00)		(15,277.46)
Dept 441 - DPW						
661-441-742.000	Fuel - Dpw	4,453.94	813.17	18,000.00	24.74	13,546.06
661-441-810.000	Insurance	12,472.00	0.00	18,000.00	69.29	5,528.00
661-441-930.000	Repair & Maintenance- DPW	707.98	357.42	40,000.00	1.77	39,292.02
Net - Dept 441 - DPW		(17,633.92)	(1,170.59)	(76,000.00)		(58,366.08)
Fund 661 - Motor Pool:						
TOTAL REVENUES		52,351.39	11,721.17	164,000.00	31.92	111,648.61
TOTAL EXPENDITURES		33,178.98	4,002.15	125,500.00	26.44	92,321.02
NET OF REVENUES & EXPENDITURES		19,172.41	7,719.02	38,500.00	49.80	19,327.59
TOTAL REVENUES - ALL FUNDS		2,007,941.89	860,029.28	4,559,110.00	44.04	2,551,168.11
TOTAL EXPENDITURES - ALL FUNDS		1,940,345.18	235,435.12	4,434,785.00	43.75	2,494,439.82
NET OF REVENUES & EXPENDITURES		67,596.71	624,594.16	124,325.00	54.37	56,728.29

Village Of Pentwater

65 South Hancock Street, P.O. Box 622, Pentwater, Michigan 49449
(231) 869-8301 FAX (231) 869-5120
www.pentwatervillage.org

ZONING ADMINISTRATOR'S REPORT
August 2026

The following is a summary of activity conducted by the Zoning Administrator in August 2026:

Planning Commission – The Planning Commission did meet in August, see minutes.

Zoning Board of Appeals – The ZBA did not meet.

Zoning Permits – The following Zoning Permits were issued in August of 2026:

1. ZP 26-31 was issued to Steve Schnieder for a new fence at 1209 E 6th St.
2. ZP 26-32 was issued to Victor Hansen to widen the driveway at 691 E Concord St.

Other Activities-

1. Ongoing review of Ordinances
2. Review and update of Village maps and vacated streets
3. PC public hearing for Solar Energy Systems ordinance
4. PC public hearing for sign ordinance language
5. Review of sidewalks to begin drafting "sidewalk plan"

Sincerely,

Aaron Bigelow

Zoning Administrator

Pentwater Police Department
Activity Report
August 2026

Synopsis

Activity in Pentwater was consistent with previous years. There is a spike in the numbers due to an increase in traffic stops.

Activity Highlight

On 8/3/2026, Officers responded to a report of harassment in the 200 block of Sixth Street. One ticket was issued for Failure to Yield at the scene. The report was sent to the Prosecutors Office for review.

On 8/4/2026, Officers took a complaint of Fraud after the complainant's identity was used to make a purchase in Crawford County. The case remains under investigation.

On 8/9/20-26, Officers were dispatched to runaway juvenile subject. The subject was located, no charges were filed.

On 8/12/2026, Officers responded to a marine distress call after a sailboat grounded approximately ¼ mile south of the Pentwater Channel. Officers stood by while the boat was towed by a good Samaritan boat off the sand bar.

On 8/15/2026, one subject was arrested and lodged for disorderly conduct after he got into an argument pyrotechnic staff who were setting up for Homecoming Fireworks. The subject was lodged at the Oceana County Jail.

On 8/17/2026, Officers were dispatched to a Missing Child / Water Emergency after two 8-year-old juveniles went missing at Charles Mears Beach. Both juveniles were last seen in the water at the beach not wearing life jackets. Officer were able to quickly locate the two juvenile and return them to their parents.

ON 8/26/2026, Officers took an assault complaint. The complainant reported that while working she had been assaulted. After investigation the case was sent to the Prosecutors Office for review.

Ongoing Efforts

Officer Mitchell is back at Pentwater School in his role as an SRO. This is his third year at the school, and he is excited to be back working with the students.

Officer Dune is continuing his training. His first day of service will be in November, at which time he was been on duty with Officer Mitchell.

Officers continue working at clean-up efforts in the 400 block of East Third Street. A notice has been sent to the property owner requiring the property to be in compliance by Sept. 30th.

A VPAC meeting will be held on September 17, 2026 at 7:00 PM via Zoom. This will be our fall meeting, and I will provide a report on summer activities, what residents can expect over the winter months, staffing updates, and upcoming projects. Topics include Updated Noise Ordinance, speed enforcement, the School Resource Officer Program, update on Project Alastor (Flock Cameras), and a discussion of parking enforcement.

Our PSO officers have returned to their respective schools. We want to wish Tony, Nick, Caden, and Gabe (FSU) all the best in their studies. We hope to have them back next year.

Respectfully submitted,
Chief Laude Hartrum

Pentwater Police Department – Activity Detail

Complaints	Totals
Assaults	1
Complaints	3
Dispatching Deer	1
Disturbance	2
Follow up Investigation	1
Found Property	1
Fraud	1
Harassment	2
Juvenile Complaint	1
Larceny	1
Lost Property	5
Marine Patrol	1
Motorist Assists	3
Noise Complaint	1
Ordinance Violations	4
Pedestrian Contact	1
Property Checks	2
Property Damage Accidents	1
Stray Dog	1
Threats	1
Traffic Hazards	1
Traffic Stops	113
Water Emergency	1
Well Being Check	3
Total	152

Tickets

Last month, there were several parking tickets/warning tickets issued and;

Speeding	7
Disregard a Stop Sign	1
Disordery Person	1
No operator License	1
Fail to Yield	1
Parking	89
Total	**100**

Village of Pentwater DPW

Council Report 9/14/2026

Water Department:

- The Water Department has completed the installation of **250 radio-read devices** and **50 new water meters**. We are preparing another order for **200 additional water meters** and **200 radio-read devices**. Upon completion, **400 of our 832 meters** will be equipped with radio-read technology. This upgrade will greatly enhance the meter-reading process by improving efficiency and reducing manual workload.

- The Water Department experienced **one service line leak** this summer. The leak was repaired using a **band clamp**, restoring service quickly and effectively.

- Well 4 has been officially online and operating since **August 12, 2026**. The well was initially introduced into the distribution system at a **20% blend rate** for the first week of operation. On **August 20, 2026**, the blend rate was increased to **50%**.
- Since Well 4 was brought online, the Water Department has **not received any complaints regarding water quality**. This indicates that the transition has been successful and that customers have adjusted well to the new water source.

- September 2026 will be the first month of **water quality sampling for Well 4** under the **Michigan Department of Environment, Great Lakes, and Energy (EGLE) monitoring schedule**. Results from these samples will help establish ongoing compliance and monitor the well's performance within the water system.
- In 2026, EGLE began requiring water quality sampling from **all four municipal wells**, a practice that had not been required in previous years. Historically, **Well 2 has served as the primary production well** and was the only well routinely sampled for water quality monitoring.
- The additional monitoring requirements are substantial and will require **more than 30 additional water quality samples annually**. This increased sampling will result in significant additional costs to the Water Department, including laboratory fees and staff time, even for wells that are rarely used. However, the sampling is necessary to maintain compliance with EGLE regulations.
- **Well 1 has not been operated for more than 12 years**, according to the oldest records currently available. **Well 3 has seen very limited use**, with approximately **27,000 gallons pumped in October 2023** and little to no use outside of that period.
- I have spoken with EGLE regarding the process for formally abandoning and closing Well 1. EGLE staff indicated they would need to review the situation with their team and determine the appropriate requirements and procedures. We are currently awaiting further guidance from EGLE on the next steps.

Sewer Department:

- The Sewer Department continues to operate very reliably, and the improvements made to the lift stations continue to pay dividends. During the summer, we experienced only one minor issue related to flushable wipes. The problem was identified and resolved quickly, resulting in minimal disruption to operations. Since the repair, all lift stations have continued to run efficiently and remain in excellent working condition.
- The Wastewater Treatment Facility received a minor compliance violation from EGLE related to vegetation growth around the holding ponds. The overgrowth consists primarily of autumn olive saplings and cattails. Our current brush mower is unable to adequately reach and maintain these areas.
- To address the issue, Toby and I are actively developing a plan to remove the vegetation and bring the site back into compliance as quickly as possible. We are committed to resolving the matter promptly and implementing a long-term maintenance strategy to prevent similar issues in the future.

DPW:

- The DPW continues to thrive as a team, with staff working well together to maintain and improve our facilities and services. We are currently focused on cleaning up the DPW yard and removing years of accumulated debris and unused materials. This effort will improve organization, increase available storage space, and create a safer and more efficient work environment.

- Once work at the DPW yard is complete, we will begin a similar cleanup effort at the Wastewater Treatment Facility. These projects are part of our ongoing commitment to maintaining well-organized and professional facilities throughout the department. We are also continuing our search for an additional team member. Adding another employee would be beneficial as we prepare for fall leaf collection and end-of-season duties. An additional staff member would also help support winter operations, including snow plowing and snow removal, ensuring we can continue to provide timely and reliable services to the community.

AGREEMENT TERMINATING INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, FUNDING, AND MAINTENANCE OF THE PENTWATER FIRE DEPARTMENT

This Agreement Terminating Intergovernmental Agreement for the Operation, Funding, and Maintenance of the Pentwater Fire Department (the "Termination Agreement") is made and entered into as of ____________, 2026, by and between the VILLAGE OF PENTWATER, a Michigan general law village with offices located at 65 S Hancock Street, PO Box 622, Pentwater, Michigan (the "Village"), and the TOWNSHIP OF PENTWATER, a Michigan general law township with offices located at 500 N Hancock Street, PO Box 512, Pentwater, Michigan (the "Township"). The Village and the Township are sometimes referred to individually as a "Party" and collectively as the "Parties."

<u>RECITALS</u>

WHEREAS, the Village and the Township are parties to that certain Intergovernmental Agreement for the Operation, Funding, and Maintenance of the Pentwater Fire Department, made and entered into as of May 1, 2008, as amended, renewed, or extended from time to time (the "Prior Agreement");

WHEREAS, the Prior Agreement provides, among other terms, for the operation, maintenance, financing, and property acquisition for the Pentwater Fire Department (the "Fire Department"); and

WHEREAS, the Parties desire to terminate the Prior Agreement in connection with the proposed incorporation of the West Mich Fire Authority (the "Authority"), a Michigan emergency services authority to be incorporated under Act 57 of the Public Acts of Michigan of 1988, as amended ("Act 57"); and

WHEREAS, the Parties agree that, once the Authority is legally established, the Authority, and not the Fire Department, will provide fire protection and emergency services to the Township, including the Village; and

WHEREAS, the Parties desire that the termination of the Prior Agreement occur contingent upon the incorporation of the West Mich Fire Authority.

WHEREAS, the Parties desire to establish terms for the acquisition, conveyance, and use of Fire Department real and personal property by the Authority and for representation of the Township, including the Village, on the Authority's governing board.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained in this Termination Agreement, the Parties agree as follows:

1. **Termination of Prior Agreement; Effective Date.** The Parties hereby agree to jointly and mutually terminate the Prior Agreement as set forth herein. The Prior Agreement is terminated effective upon the date on which the Authority is incorporated in accordance with Act 57 and the Authority's articles of incorporation (the "Authority Incorporation Date"). The

termination of the Prior Agreement shall be contingent upon, and shall not be effective unless and until the Authority is incorporated. If the Authority is not incorporated, the Prior Agreement shall remain in full force and effect unless otherwise terminated or amended by the Parties in accordance with its terms.

2. **Assignment and Transfer of Fire Department Personal Property**. Effective upon the Authority Incorporation Date, title to all personal property of the Fire Department, including, but not limited to, vehicles, equipment, firefighting gear, apparatus, tools, communication devices, records, supplies, and all other personal property used in connection with the operation of the Fire Department, shall be assigned, transferred, and conveyed to the Authority. The Parties shall execute and deliver such bills of sale, assignments, certificates of title, instruments of transfer, and other documents as may be reasonably necessary or appropriate to evidence or complete the assignment, transfer, and conveyance of such assets to the Authority.

3. **Conveyance of Fire Hall; Reversion of Fire Hall Upon Dissolution or Cessation of Authority.**

a. As set forth in the Prior Agreement, the existing fire hall structure located at 486 E. Park Street in the Village is jointly owned by the Township and the Village pursuant to Section 4.6(b) of the Prior Agreement, MCL 123.921, and MCL 123.922. Effective upon the Authority Incorporation Date, title to the existing fire hall structure shall be conveyed by the Parties to the Authority by such deeds, assignments, bills of sale, or other instruments as may be necessary or appropriate to convey the Parties' respective interests in the fire hall and related improvements to the Authority. The Parties shall cooperate in good faith and execute such instruments as may be necessary to evidence and complete the transfer of title described in this Section.

b. The real property upon which the fire hall structure is located is solely owned in fee simple by the Village and is identified as Parcel No. 64-044-133-001-00 and legally described in **Exhibit A** (the "Village Parcel"). The Village shall convey that portion of the Village Parcel comprising of the fire hall structure and surrounding area currently utilized by the Fire Department as depicted and described in **Exhibit B** (the "Fire Authority Parcel") to the Fire Authority on the Authority Incorporation Date by the execution of a Quitclaim Deed in the form attached hereto as **Exhibit C**. The Quitclaim Deed conveying the Fire Authority Parcel to the Fire Authority shall be subject to the following express conditions, covenants, and deed restrictions which shall run with the land:

i. Encumbrance Restriction. The Fire Authority shall not sell, transfer, assign, mortgage, pledge, or otherwise encumber or grant a security interest in or lien upon any portion of the Fire Authority Parcel without the prior express written consent and authorization of the Village Council, granted by formal resolution.

ii. Use Restriction. The Fire Authority Parcel shall be used solely and exclusively for fire department, emergency services, and related administrative or operational purposes.

iii. Reverter Clause. In the event the Fire Authority: (1) ceases to use the Fire Authority Parcel for fire department or emergency services purposes; (2) attempts to encumber, mortgage, or transfer the Fire Authority Parcel without the prior written consent of the Village Council; or (3) ceases to exist, dissolves, or otherwise terminates its legal existence; then automatically and without the necessity of re-entry or judicial action, full fee simple title to the Fire Authority Parcel shall immediately revert to the Village. The Fire Authority shall promptly execute and deliver to the Village any and all instruments, deeds, or documentation reasonably requested by the Village to evidence, perfect, and record such reverter.

c. If the Authority ever ceases to exist, dissolves, or otherwise terminates its legal existence, then, subject to any applicable law, outstanding bond or financing obligations, grant requirements, or other legally binding restrictions, the real property upon which the fire hall structure is located shall revert to the Village pursuant to paragraph 3(b) above, and title to the fire hall structure then existing on the real property shall revert jointly to the Township and the Village. The Parties shall cooperate in good faith and execute such instruments as may be necessary to evidence and complete the reversion described in this Section. The Parties expressly agree that this Agreement shall control and govern the distribution of the Fire Authority Parcel and fire hall structure notwithstanding any provision to the contrary in the Articles of Incorporation of West Mich Fire & Rescue Authority, including but not limited to Article XX(G), or any other governing document of the Authority.

4. **Township Representative to Authority Commission; Change in Legal Status.**

a. Notwithstanding Article IX(B) and Article IX(D)(2) of the Articles of Incorporation of West Mich Fire & Rescue Authority, the Township agrees that its appointed representative to the Authority Commission shall not be a member of the Township Board and shall be selected by the Township Board from a list of candidates recommended by the Authority Fire Chief. The Township shall take such action as may be necessary or appropriate to make and maintain the appointment consistent with this Section, notwithstanding any contrary provision in the Authority's articles of incorporation, bylaws, or other governing documents.

b. If the Village incorporates as a city, Section 4.a shall no longer apply to the Township, and the Township Board may choose its appointed representative in any manner.

5. **Further Assurances.** Each Party shall execute and deliver such further documents and take such further actions as may be reasonably necessary or appropriate to carry out the intent

and purposes of this Termination Agreement, including the orderly transition of operations, assets, records, and responsibilities from the Parties and the Fire Department to the Authority.

6. **No Waiver of Rights or Obligations.** Except as expressly provided in this Termination Agreement, the termination of the Prior Agreement shall not waive, release, or discharge any right, duty, claim, liability, indemnity, accounting obligation, payment obligation, or other obligation that accrued before the Authority Incorporation Date or that, by its nature, survives termination.

7. **Miscellaneous.**

a. Each individual signing this Termination Agreement on behalf of a Party represents that the individual has been duly authorized to execute and deliver this Termination Agreement on behalf of that Party and that this Termination Agreement has been approved by the governing body of that Party.

b. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

c. This Termination Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

d. This Termination Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

e. Any notice required or permitted to be given to either Party under this Termination Agreement may be delivered personally or by first-class mail to the addresses first listed above. Either Party may change its address for notice by giving notice in the manner provided in this Section.

f. The captions in this Termination Agreement are for convenience of reference and shall not be construed to conflict with its provisions.

g. This Termination Agreement may be amended only by a written instrument approved by the governing body of each Party and signed by the duly authorized representatives of each Party.

h. Should any portion of this Termination Agreement be declared unenforceable by any court of competent jurisdiction, the remainder of this Termination Agreement shall remain in full force and be unaffected by the portion which may be declared to be unenforceable.

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be executed by their duly authorized representatives as of the date first written above.

VILLAGE OF PENTWATER:

Date: ____________________, 2026

By:_________________________________
Mary Marshall
Its: President

Date: ____________________, 2026

By:_________________________________
Michelle Bieri
Its: Clerk/Treasurer

TOWNSHIP OF PENTWATER:

Date: ____________________, 2026

By: _________________________________
Lynne Cavazos
Its: Supervisor

By: _________________________________
Maureen Murphy
Its: Clerk

EXHIBIT A
Village Parcel

Certain real property located in the Village of Pentwater, Oceana County, Michigan, described as:

> BLOCK 3 - COBB'S ADDITION TO VILLAGE OF PENTWATER LOTS 1-2-3-4-5 EXC TH PT OF LOT 1 COM AT SW COR SD LOT AS POB, TH N 110 FT, TH S 89 DEG E 62.96 FT, TH ALG NON TANGENT CRV TO LEFT HAVING A RADIUS OF 100 FT & ARC LENGTH OF 88.43 FT BEING SUBTENDED BY A CHORD OF S 38 DEG E 85.57 FT, TH S 42.74 FT, TH N 89 DEG W 116.66 FT TO POB.
>
> Parcel No. 64-044-133-001-00

VILLAGE OF PENTWATER
COUNTY OF OCEANA, STATE OF MICHIGAN

RESOLUTION APPROVING LOT SPLIT
RESOLUTION NO. 2026-09 - 07

WHEREAS, a Petition to Divide, Split or Otherwise Alter Existing Property Boundaries in the Village ("Petition") has been made by the Village of Pentwater who is the owner of certain real property located in the Village of Pentwater, Oceana County, Michigan, legally described as:

BLOCK 3 OF COBB'S ADDITION TO VILLAGE OF PENTWATER LOTS 1-2-3-4-5 EXC TH PT OF LOT 1 COM ATSW COR SD LOT AS POB, TH N 110 FT, TH S 89 DEG E 62.96 FT, TH ALG NON TANGENT CRV TO LEFT HAVING A RADIUS OF 100 FT & ARC LENGTH OF 88.43 FT BEING SUBTENDED BY A CHORD OF S 38 DEG E 85.57 FT, TH S 42.74 FT, TH N 89 DEG W 116.66 FT TO POB.

Parcel No. 64-044-133-001-00 (the "Property")

WHEREAS, the authority to approve such division is vested in the Village Council by virtue of § 150.35 of the Village of Pentwater, Michigan, Code of Ordinances, enacted pursuant to the Land Division Act, MCL 560.101 *et seq*., Act 288 of 1967, as amended;

WHEREAS, the Petition's proposed division of the Property would result in two parcels, each of which will meet all the requirements of the Village of Pentwater Zoning Ordinance and § 150.37 of the Village of Pentwater, Michigan Code of Ordinances;

NOW, THEREFORE, BE IT RESOLVED, that the Petition is granted, and the Property, as described above, shall be divided into two parcels, which shall hereafter be described as follows:

Parcel A: PART OF LOTS 3-5, BLOCK 3, "COBB'S ADDITION TO THE VILLAGE OF PENTWATER", ACCORDING TO THE RECORDED PLAT THEREOF, VILLAGE OF PENTWATER, SECTION 14, T16N-R18W, OCEANA COUNTY, MICHIGAN, DESCRIBED AS:
BEGINNING AT POINT ON THE EAST LINE OF LOT 5, BLOCK 3 OF SAID PLAT WHICH IS N02°08'25"E 235.85 FEET FROM THE SOUTHEAST CORNER OF SAID LOT; THENCE N88°38'03"W, PARALLEL WITH THE NORTH LINE OF SAID LOT, A DISTANCE OF 228.01 FEET; THENCE S01°42'57"W 55.00 FEET; THENCE N88°38'03"W 129.20 FEET; THENCE N01°42'55"E 121.00 FEET TO THE NORTHWEST CORNER OF LOT 3 OF SAID BLOCK; THENCE S88°38'03"E, ALONG THE NORTH LINE OF LOTS 3, 4, AND 5, A DISTANCE OF 357.70 FEET TO THE EAST LINE OF LOT 5 OF SAID BLOCK 3; THENCE S02°08'25"W, ALONG SAID EAST LINE 66.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.70 NET ACRES OF LAND, MORE OR LESS,
TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS BEING LOCATED IN PART OF LOTS 3 AND 4, BLOCK 3, "COBB'S ADDITION TO THE VILLAGE OF PENTWATER", ACCORDING TO THE RECORDED PLAT THEREOF , VILLAGE OF PENTWATER, SECTION 14, T16N-R18W, OCEANA COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE A POINT OF THE SOUTH LINE OF SAID LOT 3 WHICH IS N88°13'36"W 310.8 FEET FROM THE SOUTHEAST CORNER SAID BLOCK 3; THENCE CONTINUING N88°13'36"W, ALONG SAID SOUTH LINE, 45.08 FEET; THENCE N01°42'55"E 178.30 FEET; THENCE S88°38'03"E 129.20 FEET; THENCE N01°42'57"E 55.00 FEET; THENCE S88°38'03"E 74.62 FEET; THENCE S01°42'55"W 101.41 FEET; THENCE N88°38'03"W 158.74 FEET; THENCE S01°42'55"W 132.21 FEET TO THE POINT OF BEGINNING,
AND SUBJECT TO A 20 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE BEING LOCATED IN PART OF LOTS 4 AND 5, BLOCK 3, "COBB'S ADDITION TO THE VILLAGE OF PENTWATER", ACCORDING TO THE RECORDED PLAT THEREOF , VILLAGE OF PENTWATER, SECTION 14, T16N-R18W, OCEANA COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 3 OF SAID PLAT; THENCE S61°34'28"W 132.83 FEET TO THE POINT OF ENDING OF SAID EASEMENT, AND ALSO BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENT FOR BENEFIT OR BURDEN.

Parcel B:

LOTS 1-5, BLOCK 3, "COBB'S ADDITION TO THE VILLAGE OF PENTWATER", ACCORDING TO THE RECORDED PLAT THEREOF, VILLAGE OF PENTWATER, SECTION 14, T16N-R18W, OCEANA COUNTY, MICHIGAN,

EXCEPT THAT PART OF LOT 1 OF BLOCK 3 OF THE PLAT OF COBB'S ADDITION TO THE VILLAGE OF PENTWATER, ACCORDING TO PLAT THEREOF RECORDED IN OCEANA COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 OF BLOCK 3 AS THE POINT OF BEGINNING; THENCE N00°44'25"E, ALONG THE WEST LINE OF LOT 1, FOR A DISTANCE OF 110.00 FEET; THENCE S89°59'55"E, PARALLEL WITH THE SOUTH LINE OF LOT 1, FOR A DISTANCE OF 62.96 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 88.43 FEET, BEING SUBTENDED BY A CHORD OF S38°11'35"E FOR A DISTANCE OF 85.57 FEET; THENCE S00°51'35"W ALONG THE EAST LINE OF LOT 1 FOR A DISTANCE OF 42.74 FEET; THENCE N89°59'55"W ALONG THE SOUTH LINE OF LOT 1 FOR A DISTANCE OF 116.66 FEET TO THE POINT OF BEGINNING,

AND ALSO EXCEPT PART OF LOTS 3-5, BLOCK 3 DESCRIBED AS BEGINNING AT POINT ON THE EAST LINE OF LOT 5, BLOCK 3 OF SAID PLAT WHICH IS N02°08'25"E 235.85 FEET FROM THE SOUTHEAST CORNER OF SAID LOT; THENCE N88°38'03"W, PARALLEL WITH THE NORTH LINE OF SAID LOT, A DISTANCE OF 228.01 FEET; THENCE S01°42'57"W 55.00 FEET; THENCE N88°38'03"W 129.20 FEET; THENCE N01°42'55"E 121.00 FEET TO THE NORTHWEST CORNER OF LOT 3 OF SAID BLOCK; THENCE S88°38'03"E, ALONG THE NORTH LINE OF LOTS 3, 4, AND 5, A DISTANCE OF 357.70 FEET TO THE EAST LINE OF LOT 5 OF SAID BLOCK 3; THENCE S02°08'25"W, ALONG SAID EAST LINE 66.00 FEET TO THE POINT OF BEGINNING, CONTAINING A TOTAL OF 3.14 NET ACRES OF LAND, MORE OR LESS,

TOGETHER WITH A 20 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE BEING LOCATED IN PART OF LOTS 4 AND 5, BLOCK 3, "COBB'S ADDITION TO THE VILLAGE OF PENTWATER", ACCORDING TO THE RECORDED PLAT THEREOF , VILLAGE OF PENTWATER, SECTION 14, T16N-R18W, OCEANA COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 3 OF SAID PLAT; THENCE S61°34'28"W 132.83 FEET TO THE POINT OF ENDING OF SAID EASEMENT,

SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS BEING LOCATED IN PART OF LOTS 3 AND 4, BLOCK 3, "COBB'S ADDITION TO THE VILLAGE OF PENTWATER", ACCORDING TO THE RECORDED PLAT THEREOF , VILLAGE OF PENTWATER, SECTION 14, T16N-R18W, OCEANA COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE A POINT OF THE SOUTH LINE OF SAID LOT 3 WHICH IS N88°13'36"W 310.8 FEET FROM THE SOUTHEAST CORNER SAID BLOCK 3; THENCE CONTINUING N88°13'36"W, ALONG SAID SOUTH LINE, 45.08 FEET; THENCE N01°42'55"E 178.30 FEET; THENCE S88°38'03"E 129.20 FEET; THENCE N01°42'57"E 55.00 FEET; THENCE S88°38'03"E 74.62 FEET; THENCE S01°42'55"W 101.41 FEET; THENCE N88°38'03"W 158.74 FEET; THENCE S01°42'55"W 132.21 FEET TO THE POINT OF BEGINNING, AND ALSO BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENT FOR BENEFIT OR BURDEN.

RESOLUTION DECLARED ADOPTED

YES: ____

NAYS: ____

ABSENT: ____

____
Mary Marshall, Village President
Village of Pentwater

____
Michelle Bieri, Village Clerk
Village of Pentwater

CERTIFICATION OF ADOPTION

I, Michelle Bieri, Clerk of the Village of Pentwater, do hereby certify that the above resolution was duly adopted and approved by a majority of the members of the Village Council of the Village of Pentwater, Oceana County, Michigan, at a regular meeting of the Village Council held on September 14, 2026. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan, as amended.

Date:....................................

____
Michelle Bieri,
Clerk of the Village of Pentwater

STATE OF MICHIGAN)
)SS.
COUNTY OF OCEANA)

The foregoing instrument was acknowledged before me on this 14th day of September, 2026, by Michelle Bieri, Clerk of the Village of Pentwater.

____
____________________________, Notary Public
_________________________ County, Michigan
My Commission Expires: ______________
Acting in the County of ______________

Fresh Coast Planning

119 ½ Washington Avenue, Studio B
Grand Haven, MI 49417
www.freshcoastplanning.com

Gregory L. Ransford, MPA
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Aaron Bigelow
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Andrea Goodell
616-313-9333
andrea@freshcoastplanning.com

MEMORANDUM

To: Pentwater Village Council
From: Aaron Bigelow
Date: 9/8/2026
Re: 310 Rush Street- Fire Station: Lot Split

Pursuant to Village Regulatory Ordinance Section 150.35, attached is an application for a lot split at 310 Rush Street, Parcel Number 044-133-001-00 in the R-2 Zoning District. The Property is currently made up of four platted lots with a total land area of approximately 3.73 acres.

The proposed new parcel (shown below in red) will be approximately .7 acres, or 30,492 square feet with 66 feet of frontage along Morris Street and a 45-foot-wide easement granting access onto Park Street and gravel area in front of the fire station. The proposed new parcels appear to comply with all zoning ordinance area requirements.

This split has been proposed by the Village of Pentwater to separate the existing fire department building from the remainder (parent) parcel. The fire department building would then be owned and operated by the newly established community fire authority, with a clause that reverts ownership back to the Village in the event the building is no longer used by the fire authority.

The remainder parcel (shown in blue) will be approximately 3 acres, and will contain the following uses:

1. Park Place meeting Center
2. Two buildings containing wells 1, 2 and 3.
3. Community garden and picnic shelter

Principal Use

Zoning Ordinance Section 3.03 states:

A. *No lot or parcel of land shall contain more than (1) main building or one (1) principal use.*

B. *Land and buildings may be considered a principal use collectively if the following conditions are met.*

1. The land and buildings are planned and designed as a single integral development, including joint parking, compatible architecture, shared driveways, shared signs, and other similar features.

2. All uses, if not the same, shall be similar in function and/or operation.

As stated above, while three existing buildings on the proposed remainder parcel remain, these buildings appear to conform to Zoning Ordinance Section 3.03.B by occupying a single, integral development.

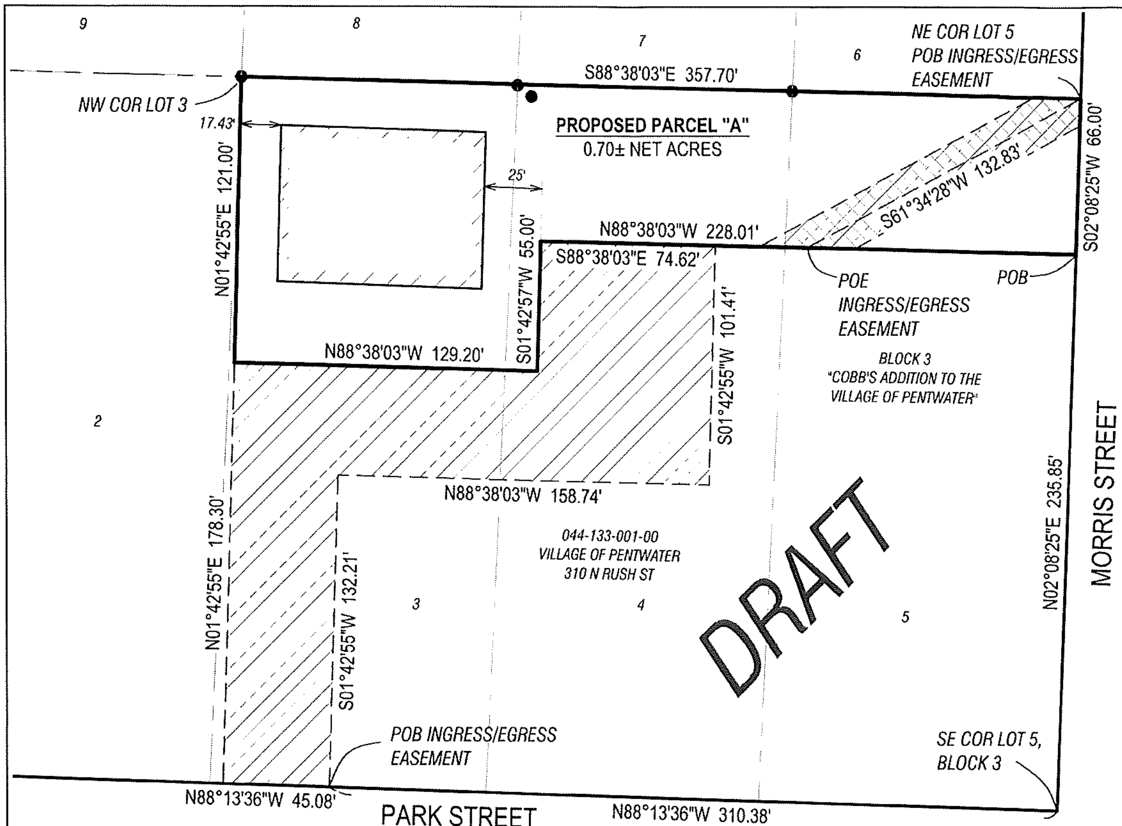
Council Review

It appears that this proposed land division meets all ordinance requirements, therefore we recommend approval.

The lot split proposal will be presented for review by the Village Council at their September 14, 2026 meeting. As stated in Regulatory Ordinance Section 150.35, a resolution must be adopted to approve or deny the proposed land division.

AB

Planner



PROPOSED PARCEL DESCRIPTION:

PART OF LOTS 3-5, BLOCK 3, "COBB'S ADDITION TO THE VILLAGE OF PENTWATER", ACCORDING TO THE RECORDED PLAT THEREOF , VILLAGE OF PENTWATER, SECTION 14, T16N-R18W, OCEANA COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT POINT ON THE EAST LINE OF LOT 5, BLOCK 3 OF SAID PLAT WHICH IS N02°08'25"E 235.85 FEET FROM THE SOUTHEAST CORNER OF SAID LOT; THENCE N88°38'03"W, PARALLEL WITH THE NORTH LINE OF SAID LOT, A DISTANCE OF 228.01 FEET; THENCE S01°42'57"W 55.00 FEET; THENCE N88°38'03"W 129.20 FEET; THENCE N01°42'55"E 121.00 FEET TO THE NORTHWEST CORNER OF LOT 3 OF SAID BLOCK; THENCE S88°38'03"E, ALONG THE NORTH LINE OF LOTS 3, 4, AND 5, A DISTANCE OF 357.70 FEET TO THE EAST LINE OF LOT 5 OF SAID BLOCK 3; THENCE S02°08'25"W, ALONG SAID EAST LINE 66.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.70 NET ACRES OF LAND, MORE OR LESS, TOGETHER A NON-EXCLUSIVE EASEMENT FOR INGRESS OR EGRESS DESCRIBED AS BEING LOCATED IN PART OF LOTS 3 AND 4, BLOCK 3, "COBB'S ADDITION TO THE VILLAGE OF PENTWATER", ACCORDING TO THE RECORDED PLAT THEREOF , VILLAGE OF PENTWATER, SECTION 14, T16N-R18W, OCEANA COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE A POINT OF THE SOUTH LINE OF SAID LOT 3 WHICH IS N88°13'36"W 310.8 FEET FROM THE SOUTHEAST CORNER SAID BLOCK 3; THENCE CONTINUING N88°13'36"W, ALONG SAID SOUTH LINE, 45.08 FEET; THENCE N01°42'55"E 178.30 FEET; THENCE S88°38'03"E 129.20 FEET; THENCE N01°42'57"E 55.00 FEET; THENCE S88°38'03"E 74.62 FEET; THENCE S01°42'55"W 101.41 FEET; THENCE N88°38'03"W 158.74 FEET; THENCE S01°42'55"W 132.21 FEET TO THE POINT OF BEGINNING, AND SUBJECT TO A 20 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS OR EGRESS, 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE BEING LOCATED IN PART OF LOTS 4 AND 5, BLOCK 3, "COBB'S ADDITION TO THE VILLAGE OF PENTWATER", ACCORDING TO THE RECORDED PLAT THEREOF , VILLAGE OF PENTWATER, SECTION 14, T16N-R18W, OCEANA COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 3 OF SAID PLAT; THENCE S61°34'28"W 132.83 FEET TO THE POINT OF ENDING OF SAID EASEMENT, AND ALSO BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENT FOR BENEFIT OR BURDEN.

NOTES:

BEARINGS ARE BASED ON MICHIGAN STATE PLAN COORDINATES, SOUTH ZONE, NAD83
SIDELINES OF INGRESS/EGRESS EASEMENTS EXTEND/TERMINATE AT RIGHT OF WAY AND PROPOSED PARCEL LINES

SURVEY STATEMENT

I HEREBY STATE THAT WE HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON AUGUST 19, 2026 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132 OF 1970 HAVE BEEN MET.

THE RELATIVE POSITIONAL PRECISION OF THE CORNERS IDENTIFIED FOR THIS SURVEY AND SHOWN ON THE MAP ARE WITHIN LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING.

NORTH

0 60' 120'

SCALE IN FEET

LEGEND:

● FOUND IRON ROD
○ SET CAPPED IRON ROD

JONATHON ROBISON P.S. 4001064410
JROBISON@FVENG.COM

DATE

CERTIFICATE OF SURVEY
Filing Requirement of Act No. 132
of the Public Acts of 1970, as Amended

P.A. 132 SURVEY
SECTION 14, T14N-R18W
OCEANA COUNTY, MICHIGAN

VILLAGE OF PENTWATER
044-133-001-00

jonathonr 2026-08-21
844510_FA_PA132.dwg

DATE: 8/21/2026

F&V PROJECT NO.
844510

2960 Lucerne Drive SE
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

VILLAGE OF PENTWATER, OCEANA COUNTY, MICHIGAN

RESOLUTION NO. 2026-09-06

A RESOLUTION OF THE VILLAGE OF PENTWATER ADOPTING THE OCEANA COUNTY HAZARD MITIGATION PLAN SEPTEMBER 14, 2026

WHEREAS the Village Council recognizes the threat that natural hazards pose to people and property within the Village of Pentwater; and

WHEREAS the Village of Pentwater has prepared a multi-hazard mitigation plan, hereby known as the Oceana County Hazard Mitigation Plan September 14, 2026, in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS the Oceana County Hazard Mitigation Plan September 14, 2026, identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the Village of Pentwater from the impacts of future hazards and disasters; and

WHEREAS adoption by the Village Council demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Oceana County Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PENTWATER, MICHIGAN, THAT:

Section 1. In accordance with local rules for adopting resolutions, the Village Council adopts the Oceana County Hazard Mitigation Plan September 14, 2026. While content related to the Village of Pentwater may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the Village of Pentwater to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

ADOPTED by a vote of _____ in favor and _____ against, and _____ abstaining, this _____ day of ______________, **2026**.
By: ____________________________ ____________________________
(print name)
ATTEST: By: _____________________ ____________________________
(print name)
APPROVED AS TO FORM: By: _________ ____________________________
(print name)

Upgrade Implementation

Services include:

- *Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to BS&A Cloud.*
- *Assigned Project Coordinator works with you to create a project schedule aligned with your processes and needs.*
- *How-to guides and select reference videos provided for your users to become familiar with relevant Cloud processes prior to your go-live.*
- *Preliminary conversion and validation performed by the Upgrade Team, validating data, balances, configurations, and related settings prior to your live upgrade.*
- Final data extraction, upgrade and validation for your BS&A Cloud go-live.
- Module-specific data validation performed by domain experts in the dedicated Upgrade Team.
- Testing and implementation of existing customizations prior to go-live, preserving functionality and ensuring critical components are converted.
- Migration of key custom reports, enabling continuity in reporting for your municipality from .NET to Cloud.
- Automated configuration of users and security roles based on your prior setup in the .NET applications.
- Conversion of approval workflows based on role-specific security, maintaining established processes.
- Training for all primary users on global functions of BS&A Cloud, such as navigation, searching, and reporting.
- Module-specific training for users of your municipality in their primary daily activities in BS&A Cloud.
- As applicable, configuration of existing hardware (barcode scanners, etc) for seamless integration with BS&A Cloud.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Prioritized support by the dedicated Upgrade Team for two weeks following your go-live, leveraging BS&A's best in class support system for case visibility and seamless transition to BS&A Customer Support following the hypercare period.

$28,300.00

Cost Totals

Upgrade Modules – *Annual Fee*	Subtotal	$14,830.00
Upgrade Implementation	Subtotal	$28,300.00
Total Proposed		**$43,130.00**

Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.

Payment Schedule

1st Payment:	**$14,150** to be invoiced upon execution of this agreement.
2nd Payment:	**$14,830** to be invoiced upon the subscription start date for upgrade modules.
3rd Payment:	**$14,150** to be invoiced upon completion of upgrade implementation.

BS&A
CUSTOMER ORDER FORM

This Customer Order Form (this "**Order**") is entered into as of the "**Effective Date**" identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 ("**BS&A**") and the "**Customer**" identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**". The Parties hereby agree as follows:

Customer Name: Village of Pentwater, Oceana County MI	**Sponsor Contact**:
Billing Address:	**Sponsor Phone**:
Accounts Payable Email:	**Sponsor Email**:

Platform and Fee Information

Effective Date:	
Platform Description: Those modules and feature packs of BS&A's proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
"**Initial Subscription Period**": [Five (5) years]	**Subscription Fees**: $14,830 payable [annually].
The "**Initial Subscription Period**" shall begin the at the earlier date of activation of module(s) on Customer's site or; • One (1) year after the Effective Date for any new software modules • Six (6) months after the Effective Date for any software modules upgrading from BS&A's .NET Platform	
Professional Services (if any): $28,300	**Service Fees (if any)**:
Other Customer Terms:	

The Customer Agreement (the "**Agreement**"), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the "**Terms and Conditions**"); and (iv) the Pricing Sheet attached to this Order (the "**Pricing Sheet**").

BS&A SOFTWARE, LLC	**VILLAGE OF PENTWATER, MI**
______________________	______________________
Name: ______________________	Name: Toby Van Ess
Title: ______________________	Title: ______________________

GDSVF&H\9154876.4

EXHIBIT A

CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. <u>Definitions</u>.

1.1 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **"BS&A IP"** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 **"Business Contact Data"** means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform; provided that, for purposes of clarity, Customer Data as defined herein does <u>not</u> include Business Contact Data or Usage Data.

1.5 **"Documentation"** means Company's end user documentation relating to the Platform, including any user guides.

1.6 **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **"Order"** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **"Platform"** 'has the meaning set forth on the Order.

1.10 **"Professional Services"** means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 **"Subscription Period"** means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform plus any Renewal Subscription Period(s).

1.12 **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 **"Usage Data"** means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 **"Usage Limitations"** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement, BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform.

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems, and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

5.1 Cancellation. In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BS&A), and without prejudice to BS&A's other rights and remedies, Customer is liable to BS&A for (i) all Professional Services performed prior to the cancellation or rescheduling of Professional Services; (ii) all non-refundable expenses actually incurred by BS&A on Customer's behalf; and (iii) daily Project Management or Implementation and Training fees associated with the cancelled or rescheduled Professional Services (in accordance with the daily fee rate), if less than forty-five (45) days advance notice is given regarding the need to cancel or reschedule and

BS&A cannot reasonably reassign its affected Professional Services resources to other projects where comparable skills are required.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees ("**Fees**") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days' notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A's sole discretion, provided that Customer agrees that the increase is limited to the greater of: (i) seven percent (7%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current year, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A's other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for twenty (20) days or more, BS&A may suspend Customer's and its Authorized Users' access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A's income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("**Representatives**"). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR

WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL 'EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for up to two (2) additional successive one year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) either Party may terminate this Agreement upon the expiration of the then-current term by providing written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

(e) If customer cannot appropriate, or otherwise make available funds sufficient to fulfill the Agreement, customer may unilaterally terminate this Agreement with thirty (30) days advance written notice to BS&A.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B

PRICING SHEET

(Based on Quote 3934 dated 5/14/2026)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules

Financial Management		
GL-General Ledger		$2,000.00
AP-Account Payable		$1,635.00
CR-Cash Receipting		$1,760.00
	Total	$5,395.00
Personnel Management		
PR-Payroll		$2,720.00
TS-Timesheets		$1,235.00
	Total	$3,955.00
Property		
TX-Tax		$2,910.00
	Total	$2,910.00
Utility Billing		
UB-Utility Billing		$2,570.00
	Total	$2,570.00
	Subtotal	**$14,830.00**

Addendum for Plan Closures, Freezes and Conversions

MERS
Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9711 www.mersofmich.com

This form is to be used for a participating municipality or court to request to close one or more of its divisions of Defined Benefit, Defined Contribution or Hybrid (each "Plan" or collectively, "the Plans"), and advise MERS what action will be taken for existing plan participants and new enrollments. The associated Plan Closures, Freezes and Conversions Policy and Procedure, which provides administrative procedures to implement the terms of the MERS Plan Document, is incorporated by reference into this Addendum, which is used to collect the municipality or court's request. All requirements in the Policy are at all times subject to the requirements of the MERS Actuarial Policy. Nothing in this form or the Policy is intended to conflict with the requirements of the Plans or MERS Actuarial Policy or any more restrictive requirement imposed by law, any of which may be amended by the MERS Retirement Board at any time.

IMPORTANT INFORMATION:

Closing MERS Defined Benefit plan(s) requires an actuarial projection study under the MERS Actuarial Policy.

The MERS Actuarial Policy provides for different amortization periods for closed or frozen divisions.

Upon closing or freezing the division(s), the required employer contribution will change to a monthly flat dollar amount instead of a percentage of payroll. Any existing employer caps will no longer be administered.

MERS service may not be combined with non-MERS service under the new plan to meet vesting and eligibility requirements.

I. Closing one or more divisions and impacts on existing employees

Name: Village of Pentwater, #6401
(Municipality name) (Municipality number)

hereby elects to **close the following division(s):** Village Manager position in div 10 (not the entire division)
(Division number)

currently under the following plan type:

☒ Defined Benefit ☐ Defined Contribution ☐ Hybrid Effective date: ______
(DD/MM/YYYY)

Please use a separate form for each Division or Product Type.

In doing so, the following action will be taken with impact to existing covered employees as outlined (select one per form):

Action taken on the division	Impact to existing employees	Check
Close only	No impact to covered employees, benefit continues to accrue. Plan is closed to new hires, rehires and transfers.	☐
Close division with option to Convert**	Covered employees may • Remain in the existing plan where the benefit continues to accrue, OR • Elect to Convert** their accrued benefit to the newly selected plan and commence coverage under the Plan.	☐
Close division with option to Freeze***	Covered employees may • Remain in the existing plan where benefit continues to accrue, OR • Elect to Freeze existing benefit (no future accrual) and commence coverage under new Plan.	☐
Close division, with options to Convert** or Freeze***	Covered employees may • Remain in the existing plan where the benefit continues to accrue, OR • Elect to Convert** their accrued benefit and commence coverage under the newly selected Plan, OR • Elect to Freeze existing benefit (no future accrual) and commence coverage under the newly selected Plan.	☐
Close division, Freeze*** is mandatory, with or without option to Convert**	Covered employees will cease to accrue service under the prior Plan and will commence coverage under the new Plan, and may convert their service under the prior Plan to one under the new Plan.	☒ *
Close division with mandatory Freeze*** division, no future Plan	Covered employees will cease to accrue future benefit and will not be enrolled in any Plan.	☐

**If the option above includes *Conversion* option, make sure to also complete Section III.

***If the option above includes *Freeze* option, make sure to also complete Section IV.

*Only the Village Manager position's participation in the DB plan is mandatorily frozen to No future plan. The division however remains open to other eligible positions.

II. Impacts to future participants

New hires, rehires and transfers of the division identified above will be enrolled in (check one):

☐ the following MERS plan (a corresponding Adoption Agreement for the new plan is required:

☐ Defined Benefit ☐ Defined Contribution ☐ Hybrid ☐ 457

☐ the following non-MERS plan:

Plan provider name:____

Plan type: ________________________________

☐ If offering conversion to the new non-MERS plan, check this box to confirm the new plan is a defined contribution money purchase plan.

☒ No retirement plan. Only applicable to the Village Manager position in div. 10

☐ Not applicable – division position(s) discontinued, no future hires are eligible

III. Conversion for Active Employees, where applicable (available in limited transactions, see here for an outline)

This employee option is only available where any employee contribution rate in the current plan is identical to the employee contribution rate in the plan to which the current plan is closing/freezing.

Will current division members be offered the option to convert their accrued benefit to the new plan and commence coverage under that plan?

☐ Yes ☐ No ☒ Not applicable to this transaction

Conversion Option – additional required information if Employer elected to offer Conversion Option

If the employer has elected to offer current members of the closing or freezing division a one-time irrevocable option to convert, this will result in 1) conversion of their existing accrued benefit into a lump sum into the new Plan, and 2) future coverage under the new Plan.

The election to convert shall be effective at least three, and no more than six months following the effective date of the new plan as listed on page 1 or MERS' receipt of the addendum (whichever is latest), which shall be the first day of ________________, 20____ (Conversion Date). If either the new Plan or the closing plan has mandatory employee contributions, they must be identical in both plans in order to offer employees a conversion or freeze option.

Addendum for Plan Closures, Freezes and Conversions

A. Conversions from the Defined Benefit Plan to MERS Defined Contribution Plan, MERS Hybrid Plan or Non-MERS Qualified Defined Contribution Money Purchase Plan

For each current member of a Defined Benefit closing or freezing division who irrevocably elects to convert to one under the new plan and commence coverage under that new plan, MERS shall transfer to the member's credit the greater of the following to the Defined Contribution Plan, the Hybrid Plan defined contribution component or a non-MERS qualified defined contribution money purchase plan:

(1) The member's accumulated contributions; OR

(2) The actuarial present value of the accrued benefit associated with the members' coverage under the closed / frozen Defined Benefit Plan, after the conversion level percentage selected by the participating municipality below has been applied.

Conversion Percentage Selection

The conversion calculation shall be performed as provided in the MERS Actuarial Policy. Under that Policy, the employer shall select the Conversion Percentage (which may not be less than the division's actual funded level as determined in the actuarial study nor greater than 100%). If a Conversion Percentage is selected that is greater than the Division's actuarial funded percentage, as set out below, the employer is required to remit to MERS full payment for the additional liability for all converting members within 90 days of the Conversion Date.

The Conversion Percentage shall be (select one):

☐ Equal to the division's actuarially determined termination liability funded percentage (not more than 100%)

☐ ______% greater than the actuarially determined termination liability funded percentage (not more than 100%)

If the employer offers current employees the option to convert their closed or frozen benefit to a non-MERS Qualified defined contribution money purchase plan, the member will become immediately vested in any non-vested employer contributions.

B. Conversions from the Defined Contribution Plan to the MERS Hybrid Plan (Defined Contribution component) **or a Non-MERS Qualified Defined Contribution Money Purchase Plan**

For each current participant of a Defined Contribution Plan who irrevocably elects to convert where the plan is closing to new hires, or where a current participant's service is frozen, and coverage will commence under the MERS Hybrid Plan, MERS shall transfer the full value of the participant's Defined Contribution Plan account (employer contributions, employee contributions and accumulated service) to the MERS Hybrid Plan (defined contribution component) and used toward vesting under the plan. Service will be recognized in the MERS Hybrid (defined benefit component) for vesting and eligibility only, with benefited service in the defined benefit component of MERS Hybrid plan beginning with the new plan effective date.

If the employer offers current employees the option to convert their closed or frozen benefit to a non-MERS Qualified defined contribution money purchase plan, the member will become immediately vested in any non-vested employer contributions.

C. Conversions from the MERS Defined Contribution to the MERS Defined Benefit

For each current participant of the **MERS Defined Contribution** plan who irrevocably elects to convert (where the plan is closing to new hires, or where a current participant's service is frozen, and coverage will commence under the Defined Benefit plan), MERS shall transfer the participant's employer and employee Defined Contribution account balance (except rollovers from other plans) to the **MERS Defined Benefit** plan.

Service accrued under the Defined Contribution plan will be fully recognized in the Defined Benefit plan for vesting and eligibility purposes. Assets transferred to the Defined Benefit plan (including all assets transferred from the Defined Contribution plan for those electing conversion, plus any additional contributions made or required by the participating employer) must equal a minimum of 80% of the Defined Benefit's additional accrued actuarial liability, based on the results of an actuarial valuation.

Participants who elect to convert their accrued Defined Contribution benefit to the new Defined Benefit plan shall be credited toward Defined Benefit plan benefit service at ______% (5%-100%, in increments of 5%) of the participant's total Defined Contribution benefit service.

For participants currently enrolled in the Defined Contribution plan who have a previously frozen Defined Benefit plan with this employer (as a result of a mandatory freeze or election to freeze by the participant) and elect to convert their Defined Contribution benefit to the Defined Benefit plan, the previously frozen Defined Benefit plan account will remain frozen (including the frozen Final Average Compensation).

IV. Closing with Mandatory or Optional Freeze for Current Active Employees, where applicable (available in limited transactions)

If either the new Plan or the closing plan has mandatory employee contributions, they must be identical in both plans in order to offer employees a conversion or freeze option. Alternatively, the employer may mandate that the benefit accrual be frozen instead of making it optional for active employees. For an optional freeze, employees must be given a minimum of three months, and no longer than six months to make their election (3 to 6 months after Effective Date list on page 1).

For mandatory freeze, accrual shall cease effective the first day of: ______________, 20_____.

For optional freeze, the election to freeze shall be effective the first day of: ______________, 20_____ (freeze date).

With respect to the **Defined Benefit** or **Hybrid** (defined benefit portion) Plans that are closing and will freeze (either as a result of the plan freezing, or an individual option to freeze), the members' Final Average Compensation and Service Credit will be frozen and unchanged as of the effective date of the freeze. If the new plan is the MERS Defined Benefit, Defined Contribution or Hybrid Plan, service for vesting and eligibility purposes will continue to accrue on the frozen plan. If the new plan is the MERS 457 Plan, a non-MERS plan or no retirement plan, **all benefits shall be 100% vested.**

With respect to the **Defined Contribution** or **Hybrid** (defined contribution portion) Plans that are closing to new hires as mandatory or optional freeze for current members, their Defined Contribution account will no longer receive any further employer or employee contributions. If the new plan is the MERS Defined Benefit, Defined Contribution or Hybrid Plan **only**, vesting service will continue to accrue. If the new plan is the MERS 457 Plan, a non-MERS plan or no retirement plan, **all benefits shall be 100% vested.**

V. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Village of Pentwater ______________________ on
(Name of Approving Employer)
the _____ day of ______________________, 20_____.

Authorized signature: ____

Title: ____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: ______________________, 20_____ Signature: ______________________________
(Authorized MERS Signatory)

Village of Pentwater

Community Donation & Recognition Agreement

The Village of Pentwater sincerely appreciates the generosity of residents, families, visitors, and friends who choose to support and enhance our community through donations. Donated benches and bricks provide a meaningful way to recognize a person, family, special occasion, or connection to the Village while contributing to the enjoyment and character of our public spaces. We are grateful for your support and for your interest in being part of the Village of Pentwater community.

This Agreement is intended to provide a clear understanding between the Village of Pentwater ("Village") and the undersigned donor ("Donor") regarding the donation, placement, maintenance, and future care of the donated item.

1. Donation

The Donor wishes to make a contribution to the Village of Pentwater for the purchase and installation of either a **Bench - $1,000.00** or a **Brick - $1,000.00**. The $1,000 donation covers the cost of the bench or brick and its installation.

2. Plaque or Engraving

A commemorative plaque or engraving may be added to the donated item. The cost of the plaque or engraving is **in addition to the $1,000 donation** and will be based on the Village's actual cost at the time it is ordered. The Village will coordinate the size, material, design, and vendor to help ensure consistency with other Village improvements. The Donor will have an opportunity to review and approve the wording before the plaque or engraving is ordered.

3. Ownership

Once installed, the bench, brick, plaque, or other associated materials become the property of the Village of Pentwater. The donation provides an opportunity for recognition but does not create ownership of the item or the location where it is placed, nor does it provide exclusive use or permanent naming rights.

4. Placement

The Village will make reasonable efforts to consider the Donor's preferred location when possible. Final placement will be determined by the Village based on available space, accessibility, safety, future plans, maintenance considerations, and the overall needs of the community. Because public spaces and Village needs may change over time, a specific location cannot be guaranteed indefinitely.

5. Care and Useful Life

The Village intends to care for donated benches and bricks in a manner consistent with other Village property and as available resources allow. Benches, bricks, plaques, and engravings are exposed to weather, normal use, vandalism, accidents, and other conditions. For this reason, the Village cannot guarantee how long any donated item will remain in service. The useful life of each item will vary depending on its materials, condition, location, and circumstances.

6. Future Removal, Replacement, or Relocation

The Village hopes donated items will remain part of the community for many years. However, there may come a time when an item needs to be repaired, relocated, replaced, or removed. This may occur because of normal deterioration, safety concerns, damage, vandalism, construction, utility work, improvements to public spaces, redevelopment, changes in Village plans, or other circumstances affecting the property. When an item reaches the end of its useful life or Village plans require a change, the Village reserves the right to repair, relocate, replace, remove, or dispose of the item as appropriate. The original donation does not require the Village to replace the item or provide a refund if the item is eventually removed or reaches the end of its useful life.

7. No Guarantee of Permanence

The Donor understands that this contribution is made for the benefit of the community and that neither the donated item nor its location can be guaranteed for a specific number of years. The Village will make reasonable decisions regarding donated items with consideration for their condition, public safety, community needs, and future Village plans.

8. Future Program Changes

The Village of Pentwater may update, modify, suspend, or discontinue its Bench and Brick Donation Program as community needs, costs, policies, or future plans change. Changes to the program do not require the Village to replace existing donated items or reimburse donations previously received.

9. Payment

Payment of the $1,000 donation, along with the cost of any plaque or engraving, must be received before the Village orders the donated item.

10. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Michigan. Any legal action arising from this Agreement shall be brought in the appropriate court serving Oceana County, Michigan.

11. Entire Agreement

This Agreement reflects the understanding between the Donor and the Village regarding the donation. Any changes or additional arrangements must be approved in writing by the Village.

Donor Information

Donor Name: ____________________

Address: ____________________

City, State, ZIP: ____________________

Phone: ____________________ **Email:** ____________________

Donation Selection

[ ] Bench - $1,000.00 [ ] Brick - $1,000.00

Plaque/Engraving Cost: $____________________ **Total Donation:** $____________________

Requested Plaque or Engraving Wording

____

____

____

____

Requested Location, if applicable

The Village will consider location requests when possible; final placement remains subject to Village approval.

____

____

Acknowledgment

By signing below, I acknowledge that I have reviewed and understand the terms of the Village of Pentwater Community Donation & Recognition Agreement.

Donor Signature: ____________________ **Date:** ____________

Village Representative: ____________________ **Date:** ____________

VILLAGE OF PENTWATER

WATER SHUT-OFF & TURN-ON RATES

Rates below apply to each individual water shut-off or turn-on service.

STANDARD SERVICE

Water Shut-Off	**$75.00**
Water Turn-On	**$75.00**

WINTER SERVICE RATES

November 15 through March 15

Water Shut-Off	**$150.00**
Water Turn-On	**$150.00**

The $150.00 winter rate is charged EACH TIME service is performed between November 15 and March 15.

SCHEDULING

All water shut-offs and turn-ons must be scheduled through the Village of Pentwater Office.

Services performed outside the winter service period are charged at the standard $75.00 rate.

Village of Pentwater

65 S. Hancock Street | Pentwater, Michigan 49449

Village of Pentwater
Manager's Report - September 2026

Monthly Activity Summary

- Met with the **Michigan Economic Development Corporation (MEDC)** to discuss opportunities and resources available to the Village.
- Applied for a **Great Lakes Fishery Trust Fund Grant** to replace the decking on the Chester Street Park fishing pier and boardwalk. The Village has successfully advanced to the second round of the grant process.
- Checking with Pentwater Township regarding zoning requirements for a proposed free-standing storage structure. The building would provide storage for DDA and Police Department equipment, along with covered outdoor storage for the DPW. More information to come as we explore this option.
- The DPW ponds are again out of compliance with EGLE requirements, resulting in a violation. After discussing the issue with EGLE, I will be presenting a request to purchase an extended-reach mower attachment for our skid steer to help address the problem. I will provide additional details at the Council meeting.
- Placed an advertisement on Indeed and the Village website for an open DPW employee position.
- The marina season is beginning to slow down. We have scaled back staffing and are working to wrap up remaining items and prepare the marina for its October 15 shutdown.
- The DDA is meeting Thursday to begin preliminary discussions regarding a potential Hancock Street streetscape project and what that may look like. F&V is involved as we begin exploring options and gathering information.
- The Services Committee has met and will be bringing several items forward for Council consideration and a vote at the upcoming meeting.
- After further investigation, it was determined that the State does not allow municipalities to charge a fee for golf cart registration. Therefore, the Village's current golf cart ordinance will remain unchanged.
- Tony and I are compiling a list of urgent sidewalk repairs. We plan to have the contractor return this fall to complete several additional repairs while staying within the available budget.

Overall, as our Village population begins to slow following the busy summer season, we continue to work toward making Pentwater a safer and better community in which to live and visit. I hope you have noticed some of the positive changes taking place throughout the Village. I also recognize that much of the work being done happens behind the scenes and may not always be noticeable, but our staff is truly working as a team to keep moving the Village forward.

Thank you for your continued support, and make it a great month.

Respectfully submitted,

Toby Van Ess
Village Manager