



# VILLAGE OF PENTWATER

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

## VILLAGE COUNCIL

### AGENDA – Last Regular Meeting.

**April 10, 2017. 6:00 p. m.**

To be presented before the Village Council in the community room.

- 1. Call to Order.**
- 2. Council Roll Call.**
- 3. Public Comments (not on agenda).**
- 4. Approval of the Agenda.**
- 5. Public Comments (on agenda).**
- 6. Approval of Consent Agenda Items.**

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

Approval of village council public hearing and regular meeting minutes that was held on March 13, 2017. Regular Village bill approval of \$73,525.71. Fire Department bill approval of \$51,713.34.

#### Approval of the use of Village Property

- \* Pentwater Sportfishing Assn. requests permission to display banners, at both entrances to the Village, from May 9-31, 2017 for the Annual Memorial Weekend Fishing Derby VFW.
- \* VFW requests permission to collect donations for the Poppy Program which funds the Post Relief Fund, stand in the street and other locations around the Village, on May 27<sup>th</sup> from 8:00 a.m. to 1:00 p.m.
- \* To hold the Veterans Day Parade on May 29<sup>th</sup>, 2017.

#### Use of the Village Green

- \* The Historical society requests permission to place a table on the top of the Village Green for public information and memberships, see list of events.
- \* The VFW, for their 2017 Memorial Day Program, May 29<sup>th</sup>, 2017, 10-Noon.
- \* The VFW & the Marine Corps request permission to set up a table & chairs, on the sidewalk, at the top of the Village Green, to sell raffle tickets on various dates (undisclosed) throughout the 2017 Summer.
- \* Centenary United Methodist Church requests use of the Village Green from July 2<sup>nd</sup>-Sept 3<sup>rd</sup>, 2017, on Sunday Mornings, 9-11 a.m.
- \* Patricia Hansen requests use for a wedding to be held on May 19, 2017.

## **DEPARTMENT REPORTS**

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

## **COMMITTEE and BOARD REPORTS**

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

## **VILLAGE COMMISSION and BOARD REPORTS**

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

## **UNFINISHED BUSINESS**

1. None

## **NEW BUSINESS**

1. Fleis & VandenBrink, Contract for Streets
2. Garbage Rate Resolution.
3. Pentwater Chamber – Wine Tasting.
4. Pentwater Chamber - Music Festival.

## **ADJOURNMENT**

### **PUBLIC COMMENTS**

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

**Thank you for your cooperation**



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## **VILLAGE COUNCIL**

### **AGENDA – First Regular Meeting of the Fiscal Year.**

**April 10, 2017. 6:00 p. m.**

Agenda to be presented before the Pentwater Village Council immediately following the last regular meeting of the fiscal year.

#### **1. Call to Order.**

#### **2. Council Roll Call.**

#### **3. Approval of the Agenda**

#### **4. New Business**

**A. Roberts Rules Of Order-Adoption**

**B. Authorization of newspapers of general circulation:  
Ludington Daily News and Oceana's Herald Journal.**

**C. Authorization of depositories for village funds: Huntington Bank, Chemical Bank, MI Class Investments, Safe Harbor Credit Union, Shelby State Bank and West Shore Bank.**

**D. Approve Brian Monton as Village Attorney.**

**E. Approve Berthiaume & Company for the annual audit.**

#### **F. Approval Of The Following Appointments:**

- 1) President Pro Tem-Jared Griffis
- 2) Village Manager-Rob Allard
- 3) Clerk/Treasurer-Colleen Moser
- 4) Deputy Clerk/Treasurer- Barbara Siok
- 5) FOIA Coordinator- Village Manager, Rob Allard
- 6) Street Administrator-Village Manager, Rob Allard
- 7) Police Chief-Laude Hartrum
- 8) Harbor Master-Police Chief, Laude Hartrum
- 9) Marina Manager-Dick Hutchings
- 10) Recreation Director-Daniel Pena
- 11) Zoning Administrator-Keith Edwards

#### **5. Adjournment**

# ***Village of Pentwater***

327 S Hancock St., PO Box 622 Pentwater, Michigan 49449  
(231) 869-8301 Website: [www.pentwatervillage.org](http://www.pentwatervillage.org)

## **Public Hearing - 2017-2018 Budget MEETING MINUTES March 13, 2017**

**Call to Order.** President Jeff Hodges called the Village Council Public Hearing on the 2017-2018 budgets to order at 6:00 pm in the Pentwater Community Hall meeting room followed by the Pledge of Allegiance.

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

Absent: None.

Also, present Village Manager, Rob Allard, Clerk/Treasurer, Colleen Moser, Police Chief, Laude Hartrum, Deputy Clerk/Treasurer Barbara Siok and Village Attorney, Brian Monton.

**Presentation of the proposed 2017-2018 budget:** Village Clerk/Treasurer, Colleen Moser presented the proposed 2017-2018 fiscal year budget. Revenue and expenses were presented by fund; the general fund expenses were presented by department. Capital outlay plans and fund balance totals were reported. Moser stated the budget presentation would be available on the web site. The Headlee Amendment has reduced the General millage and friendship center millage. Tax rates and the budget were reviewed. Clerk/Treasurer Moser answered questions from the Village Council and public.

**Adjournment** - President Hodges asked for a motion to close public comments and adjourn the budget public hearing meeting.

**Motion** by Griffis, second by Angell-Powell to close public comments and adjourn the budget public hearing. Voice vote. Voice vote. AYES: 7 NAYS: 0. President Hodges adjourned the meeting at 6:38 pm.

## **Regular Meeting of Village Council MEETING MINUTES MARCH 13, 2017**

**Call to Order** - President Jeff Hodges called the regular meeting of the Pentwater Village Council to order at 6:40 p.m. at Village Hall in the community room.

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

Absent: None.

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

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

**Consent Agenda**- Approval of Village Council Regular meeting minutes held on February 13, 2017. Regular Village bill approval of \$56,911.43. Fire Department bill approval of \$2,973.73.

Approval of the use of Village Property:

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

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

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

Approval of the use of Village Property:

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

*Motion* by Palmer, second by Nugent to approve the consent agenda items.

Roll call vote. AYES: 6 NAYES: 0 Abstain: 1- Burdick. Motion approved.

### VILLAGE DEPARTMENT REPORTS

Reports are in the meeting packet and posted on [www.pentwatervillage.org](http://www.pentwatervillage.org).

**Village Manager** -See report.

**Police Chief** -See report.

**Fire Chief** - See meeting minutes.

**Zoning Administrator** - See report.

### COMMITTEE REPORTS

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

**Building and Grounds Committee** - No meeting, no report. Maxwell reported that they would be meeting on March 30<sup>th</sup>.

**Finance Committee** -See meeting minutes.

**Ordinance Committee.** -No meeting, no report.

**Personnel Committee**- No meeting. Angell-Powell reported she that would be with Allard regarding applicants for the Village Manager.

**Promotions Committee** - Burdick reported on the meeting held on March 2<sup>nd</sup> regarding the sesquicentennial dinner.

**Services Committee**- Palmer reported on 2 committee meetings. The Committee approved an \$82 refund to Ron Stoneman for sewer overages due to a water leak. The sewer did not have to process the water leak. Sewer overages that appear on his next quarterly bill, April 1st, would also be credited.

*Motion* by Palmer, second by Angell-Powell to approve the \$82 credit to Ron Stoneman's bill dated Jan. 1<sup>st</sup> 2017 and sewer overages that will be on his next bill dated April 1, 2017 Roll call vote. AYES: 7 NAYES: 0. Motion approved.

### VILLAGE COMMISSION AND BOARD REPORTS

**Planning Commission-** See meeting minutes from February 15<sup>th</sup> meeting. The next meeting on March 15, 2017 at 7:00 p.m.

**ZBA-** No meeting. No report.

**DDA –** Dr. Claudia Ressel-Hodan reported the DDA adopted its budget of the fiscal year 2017-2018. In addition, that they would be attending the Hancock Building improvements. See meeting minutes.

### UNFINISHED BUSINESS

None.

### NEW BUSINESS

#### **Proposed Budget for fiscal year 2017-2018**

*Motion* by Griffis, second by Palmer to adopt the 2017-2018 fiscal budget as presented at the public hearing. Roll call vote. Yeas: 7 Nays: 0. Absent: 0. 2017-2018 Budget Adopted.

**Fire Department 2016-2017-Budget Amendments.** Village need not approve the Fire Departments' budget amendments; Pentwater Township manages the Pentwater Fire Department.

#### **Proposed Budget for Fire Department fiscal year 2017-2018**

*Motion* by Maxwell, second by Griffis to adopt the 2017-2018 fiscal budget as presented in the meeting packet. Roll call vote. Yeas: 7 Nays: 0. Absent: 0. 2017-2018 Budget Adopted.

**Payment to Standard & Poor's Rating, fee of \$11,000.** The manager explained that as part of selling the bonds, the Village must pay Standard and Poor's to give the Village a Bond Rating.

*Motion* by Palmer, second by Angell-Powell to adopt the 2017-2018 fiscal budget as presented at the public hearing. Roll call vote. Yea: 7 Nay: 0. Motion approved.

**Adjournment -** Hodges asked for a motion to adjourn. *Motion* by Palmer, second by Angell-Powell. Voice vote. AYES: 7 NAYS: 0 Motion approved.

President Hodges adjourned the meeting at 7:12 p.m.

Respectfully submitted,

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Colleen Moser, Clerk/Treasurer

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Date

## CHECK REGISTER FOR VILLAGE OF PENTWATER 03/01/2017 - 03/31/2017

Check Date	Check	App	Vendor Name	Description	Amount
03/13/2017	43398	AP	Adams Marine Construction, Inc.	prof.svc.	800.00
03/13/2017	43399	AP	All Seasons Porta-Jons LLC	prof.svc.	72.00
03/13/2017	43400	AP	AT&T Mobility	utilities	76.72
03/13/2017	43401	AP	Baker, Doug	cell phone reimburs.	70.00
03/13/2017	43402	AP	Charter Communications, Inc.	utilities	905.75
03/13/2017	43403	AP	Cintas Corporation	prof. svc.	418.63
03/13/2017	43404	AP	Companion Life Insurance Company	insurance	216.16
03/13/2017	43405	AP	Consumers Energy Co. Payment Center	utilities	10,112.44
03/13/2017	43406	AP	Dickenson, David dba C&D Cleaning	prof. svc.	1,104.00
03/13/2017	43407	AP	Evergreen Solutions LLC	supplies	47.00
03/13/2017	43408	AP	Flood, Debra	pfc deposit refund	100.00
03/13/2017	43409	AP	Frontier	utilities	242.36
03/13/2017	43410	AP	Frontier	utilities	87.36
03/13/2017	43411	AP	Gillison's Variety Fabrication, Inc	supplies	41.68
03/13/2017	43412	AP	Great Lakes Energy	twshp.so.utilities	180.92
03/13/2017	43413	AP	Gustafson HDD LLC	prof.svc	247.50
03/13/2017	43414	AP	Integrity Business Solutions	supplies	104.84
03/13/2017	43415	AP	Larson & Son Ace Hardware, Inc.	supplies	3.05
03/13/2017	43416	AP	Medler Electric Co.	supplies	108.00
03/13/2017	43417	AP	Miller, Glen	basketball ref.3 games	30.00
03/13/2017	43418	AP	Newbert, Chad	ref.3 games	105.00
03/13/2017	43419	AP	North Woods Sign Shop LLC	sesq.promo time cap bronze plaque	543.99
03/13/2017	43420	AP	Oceana County Treasurer	delinq.tax	631.69
03/13/2017	43421	AP	Phillips, Michael	coach 5 games	175.00
03/13/2017	43422	AP	Phillips, Ty	ref 5 games	50.00
03/13/2017	43423	AP	Prince & Monton, PLC	VOP General	1,000.00
03/13/2017	43424	AP	Republic Services, Inc.	prof.svc.	9,319.74
03/13/2017	43425	AP	Ressel-Hodan, Claudia	reimb. for sesquicentennial	238.91
03/13/2017	43426	AP	Shotwell, Mark	pfc.deposit refund	100.00
03/13/2017	43427	AP	Trace Analytical Laboratories, Inc.	analytical	1,124.40
03/13/2017	43428	AP	Turf Care LLC	prof. svc.	1,371.48
03/13/2017	43429	AP	Verizon Wireless	utilities	116.04
03/13/2017	43430	AP	Windridge Textile Printing	rec.prgm.supplies	938.00
03/13/2017	43431	AP	Xerox Corporation	lease/mtc	316.92
03/13/2017	43432	AP	DTE Energy Company	utilities	380.16
03/14/2017	43433	AP	Integrity Business Solutions	supplies	81.98
03/17/2017	43434	PR	Payroll	net payroll	332.46
03/17/2017	43435	PR	Payroll	net payroll	332.46
03/17/2017	43436	PR	Payroll	net payroll	332.46
03/27/2017	43437	AP	American Legal Publishing Corp.	supplies	373.18
03/27/2017	43438	AP	Bruce's Auto & Maint.	mtc.supplies	20.00
03/27/2017	43439	AP	Cintas Corporation	prof. svc.	117.86
03/27/2017	43440	AP	Great Lakes Energy	twshp.so.utilities	184.94
03/27/2017	43441	AP	Huntington Bank	misc. svc. & supplies	1,565.74
03/27/2017	43442	AP	I.T. Wright	prof.svc.	207.00
03/27/2017	43443	AP	Jobbins, Henry	cell phone reimbursement	64.83
03/27/2017	43444	AP	Karen Caters	prof.svc. sesquicen. dinner	1,608.00
03/27/2017	43445	AP	Kennedy Industries, Inc.	supplies	855.90
03/27/2017	43446	AP	Ludington Lock & Key	prof.svc.	105.00
03/27/2017	43447	AP	Ludington Plumbing & Heating	prof. svc.	91.56
03/27/2017	43448	AP	Mears Service Center	rpr.mtc.	1,914.49

## CHECK REGISTER FOR VILLAGE OF PENTWATER 03/01/2017 - 03/31/2017

Check Date	Check	App	Vendor Name	Description	Amount
03/27/2017	43449	AP	Michigan Municipal League	publishing	61.40
03/27/2017	43450	AP	MI State Police	prof.svc.	66.00
03/27/2017	43451	AP	Neo Solutions, Inc.	cwp supplies	12,947.20
03/27/2017	43452	AP	S & P Global Ratings	Bond Rating	11,000.00
03/27/2017	43453	AP	Source Media	Bond publishing	1,535.00
03/27/2017	43454	AP	Trace Analytical Laboratories, Inc.	analytical	1,192.50
03/27/2017	43455	AP	USA BlueBook	supplies	197.73
03/27/2017	43456	AP	WEX Bank	fuel	800.49
03/30/2017	43457	PR	Payroll	net payroll	426.23
03/30/2017	43458	AP	Baker, Doug	cell phone reimburs. March 2017	70.00
03/30/2017	43459	AP	Tarnowski, Nate	cell phone reimb. March 2017	140.00
03/30/2017	43460	AP	Wilson, Gary	in lieu of insurance	150.00
03/31/2017	43461	AP	State of Michigan	Bond closing	600.00
03/31/2017	43462	AP	AT&T Mobility	utilities	77.41
03/31/2017	43463	AP	Bruce's Auto & Maint.	mtc.supplies	59.20
03/31/2017	43464	AP	Cintas Corporation	prof. svc.	300.77
03/31/2017	43465	AP	Companion Life Insurance Company	insurance	216.16
03/31/2017	43466	AP	Frontier	utilities	242.37
03/31/2017	43467	AP	Integrity Business Solutions	supplies	126.08
03/31/2017	43468	AP	Mears Service Center	rpr.& mtc.	568.19
03/31/2017	43469	AP	NCLABS of Wisconsin	CWP supplies	144.82
03/31/2017	43470	AP	Oudbier Instrument Co.	prof.svc	434.00
03/31/2017	43471	AP	Prince & Monton, PLC	VOP General	1,000.00
03/31/2017	43472	AP	Republic Services, Inc.	PFC prof. svc.	361.84
03/31/2017	43473	AP	Siok, Barbara	edu/trng. reimb.	190.40
03/31/2017	43474	AP	Trace Analytical Laboratories, Inc.	analytical	668.30
03/31/2017	43475	AP	Verizon Wireless	utilities	76.02
03/31/2017	43476	PR	Police Officers Association	dues	180.00
03/31/2017	43477	PR	Tech, Prof. & Office Assoc. of MI	dues	75.00
03/31/2017	43478	PR	United Way of the Lakeshore	united way	51.00
					73,525.71



**Pentwater Fire Department**  
**Payment of Bills (Prepays & To Be Paid)**  
**April 12, 2017**

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Credit</i>
<b>001-000 Checking Huntington</b>				
Liability Check	03/13/2017	E-pay	United States Treasury	32.50
Check	03/14/2017	2497	DTE Energy	196.83
Deposit	03/14/2017	0362	Pentwater Township Tax...	
Paycheck	03/31/2017	2498	Aaron N. Boyko	664.08
Paycheck	03/31/2017	2499	Anthony M Arnouts	883.13
Paycheck	03/31/2017	2500	Benjamin E. Russell	2,133.44
Paycheck	03/31/2017	2501	Christopher J Gebhart	852.32
Paycheck	03/31/2017	2502	Craig E. Lewandowski	151.20
Paycheck	03/31/2017	2503	Everet K. Horton	1,629.03
Paycheck	03/31/2017	2504	Giuseppe E. Criscione	63.10
Paycheck	03/31/2017	2505	James L. Glover	22.03
Paycheck	03/31/2017	2506	Jonathan D. Hughart	2,172.53
Paycheck	03/31/2017	2507	Joseph R. Malburg	783.06
Paycheck	03/31/2017	2508	Juan H. Munoz	67.35
Paycheck	03/31/2017	2509	Larry E. Hilton	459.84
Paycheck	03/31/2017	2510	Mark R. Haynor	891.10
Paycheck	03/31/2017	2511	Michael D. Moore	283.34
Paycheck	03/31/2017	2512	Norberto N. Munoz	136.61
Paycheck	03/31/2017	2513	Patrick C. Ruggles	1,221.72
Paycheck	03/31/2017	2514	Paul C. Smith	1,098.30
Paycheck	03/31/2017	2515	Raymond S. Hasil	1,792.05
Paycheck	03/31/2017	2516	Terry L. Cluchey	4,125.03
Liability Check	03/31/2017	2517	MISDU	1,123.30
Liability Check	03/31/2017	2518	Pentwater Fire Dept. Ass...	450.00
Check	03/31/2017	2525	Village of Pentwater	210.00
Check	03/31/2017	2526	Circle K Service	5,577.68
Check	03/31/2017	2527	Pentwater Township	70.13
Check	03/31/2017	2530	Verizon Wireless	76.02
Paycheck	03/31/2017	2531	Christopher J Gebhart	242.42
Paycheck	03/31/2017	2532	Dayna A. Hasil	70.48
Check	03/31/2017	2533	Consumers Energy	206.68
Check	03/31/2017	2534	Klotz Auto Parts, Inc.	11.96
Check	03/31/2017	2535	Larson & Son Ace Hard...	8.50
Liability Check	04/04/2017	E-pay	United States Treasury	4,398.32
Paycheck	04/04/2017	2519	Christopher J Gebhart	
Paycheck	04/04/2017	2520	Dayna A. Hasil	
Liability Check	04/05/2017	E-pay	United States Treasury	52.40
Check	04/12/2017	2521	Hart Area Fire Department	249.00
Check	04/12/2017	2522	McNeil & Company, Inc.	16,065.00
Check	04/12/2017	2523	bhs Insurance	1,579.00
Check	04/12/2017	2524	JTS Inc.	1,023.58
Check	04/12/2017	2528	Charter Communications	267.93
Check	04/12/2017	2529	Republic Services #240	372.35
Total 001-000 Checking Huntington				51,713.34
<b>TOTAL</b>				<b>51,713.34</b>

Date	9/27/2016	10/1/2016	Officers Pay	10/3/2016	10/4/2016	10/4/2016a	10/04/2016b
Event	MFR	MFR		MFR	MFR	Roll over	MFR
PFD Run #	2016-231	2016-232		2016-233	2016-234	2016-235	2016-236
Dispatch Incident#	16-0195	16-0196		16-197		16-042	16-199
Arnauts Tony	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00
Boyko, Aaron	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00
Cluchey, Terry/ Fire Chief	\$25.00	\$25.00	\$1,875.00	\$25.00	\$25.00	\$0.00	\$50.00
Criscione, Joe	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00
Gebhart, Chris	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00
Glover, Jim/MFRO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hasil, Ray Capt./Sec	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Hilton, Larry	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Horton Everet/SO & Treasurer	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Hughart, John	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$50.00
Lascari, Chris	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lascari, Jen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lewandowski, Craig	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00
Malburg, Joe	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Moore, Mike/Lieutenant	\$0.00	\$0.00	\$249.99	\$0.00	\$0.00	\$0.00	\$0.00
Munoz, Jaun	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Munoz, Nate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ruggles, Pat/ Lieutenant	\$0.00	\$25.00	\$500.00	\$0.00	\$0.00	\$0.00	\$50.00
Russell, Ben	\$25.00	\$25.00	\$0.00	\$0.00	\$25.00	\$0.00	\$50.00
Smith, Paul/Asst. Chief	\$0.00	\$0.00	\$1,250.00	\$0.00	\$0.00	\$0.00	\$0.00
Mark Haynor							
	\$75.00	\$75.00	\$6,374.99	\$25.00	\$75.00	\$250.00	\$200.00
			\$ 6,775.00				\$ 7,325.00

OK TO GET END OF YEAR PAYROLL  
 (6 months)  
 10/3/17  
 H-3-17





# Pentwater Sportfishing Association

P.O. Box 173 • Pentwater, Michigan 49449

Village of Pentwater  
P O Box 622  
327 S. Hancock  
Pentwater, Mi 49449

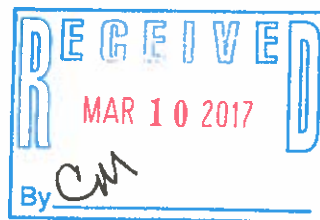
March 8, 2017

Village Council

On behalf of the Pentwater Sportfishing Association I would like to request permission to display our Banners for the 32<sup>th</sup> Annual Memorial Weekend Fishing Derby. We ask to display our signs from May 9 thru May 31, 2016. One located on the triangle of 6<sup>th</sup> St & W. Monroe Rd and one located at corner of N. Hancock St & Wyeth St. Please advise me by phone or letter. Thank You for your consideration.

Pentwater Sportfishing Association

Bruce Koorndyk  
Phone 517 202 7213





VETERANS OF FOREIGN WARS OF THE U.S.  
 AN ORGANIZATION OF VETERANS  
 WHO HAVE FOUGHT  
 AMERICA'S FOREIGN WARS  
 ON LAND AND SEA  
 AND IN THE AIR

FROM

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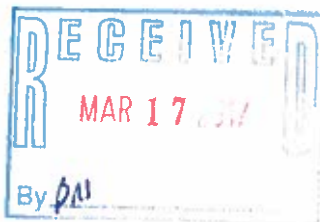
TO: VILLIAGE OF PENTWATER  
 FROM: V.F.W. POST 6017  
 COMMANDER JAMES CARLSON  
 SUBJ: POPPY PROGRAM

THE BUDDY POPPY PROGRAM IS USED TO RAISE FUNDS TO PUT IN THE POST RELIEF FUND, TO HELP NEEDY VETERANS IN OUR POSTS.

I AM ASKING FOR PERMISSION FOR V.F.W MEMBERS TO STAND AT DIFFERENT PLACES IN TOWN, AND IN THE CENTER OF THE STREET ON MAY 27 2017 FROM 8 AM TO 1:00 P.M.

YOURS TRULY  
 JAMES CARLSON

*James Carlson*  
 COMMANDER  
 873-5039  
 301-3955





# Pentwater Historical Society

Post Office Box 54  
Pentwater, Michigan 49449

Village of Pentwater  
327 South Hancock St.  
Pentwater, MI 49449

April 05, 2017

Dear President Hodges and Council Members

The Pentwater Historical Society is requesting permission to place a table on the Village Green for the purpose of introducing visitors to Pentwater's historic past. The table will be used to hand out PHS Flyers, offer PHS Memberships, accept donations and display other appropriate historical information. The Society has made this request for a number of years in the past. Following are the listed event dates for table space on the Village Green.

<u>EVENT / ACTIVITY</u>	<u>EVENT DAY AND DATE</u>	<u>EVENT TIME</u>
Founders Day	Saturday May 06, 2017	12 NOON to 4:00 P.M.
Spring Fest Arts and Crafts Fair	Saturday June 17, 2017 Sunday June 18, 2017	10:00 A.M. to 5:00 P.M. 10:00 A.M. to 3:00 P.M.
Farmer's Market	Monday's and Thursday's June 5 <sup>th</sup> through September 4 <sup>th</sup>	10:00 A.M. to 1:00 P.M.
Junior Women's Club Art Fair	Saturday July 08, 2017	9:00 A.M. to 5:00 P.M.
Pentwater Homecoming	Saturday August 12, 2017	12 Noon to 4:00 P.M.
Annual Merchants - Sidewalk Sale	Friday August 25, 2017 Saturday August 26, 2017	12 Noon to 4:00 P.M. 12 Noon to 4:00 P.M.
Fall Fest Arts and Crafts Fair	Saturday September 23, 2017 Sunday September 24, 2017	10:00 A.M. to 5:00 P.M. 12:00 A.M. to 3:00 P.M.

Sincerely yours,

Roger MacLeod, PHS Vice President

Cc: Eva Gregwer, Director, Pentwater Chamber of Commerce  
PHS Executive Board of Directors

Note: To coordinate Event Times with Chamber of Commerce

Save As: Works/Documents/Historical Society/Village Green - Display Table Request





VETERANS OF FOREIGN WARS OF THE U.S.  
ELDON L. CHADWICK POST NO. 6017  
8440 N. U.S. 31  
Pentwater, Michigan 49449

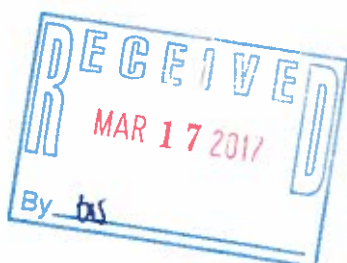
TO: VILLAGE OF PENTWATER  
FROM: V.F.W. 6017 COMMANDER  
JAMES CARLSON

SUBJ: SELLING RAFFLE TICKETS

I WOULD LIKE PERMISSION TO SET UP TABLE AND  
CHAIRS ON THE SIDEWALK ABOVE THE VILLAGE GREEN  
DURING THE SUMMER. IT WILL NOT BE ALL THE TIME.  
THIS WILL BE FOR THE V.F.W. AND THE MARINE CORPS  
LEAGUE. (not to exceed 12 days)

YOURS TRULY  
JAMES CARLSON  
*James Carlson*  
COMMANDER  
873-5039  
301-3955

16 March 2017



# MANAGERS REPORT

April 10, 2017

## ROAD MAINTENANCE

Patching and grading has begun as weather allows.

The first borrowing of the Street Improvement bonds will be completed the week of April 10<sup>th</sup>. The details of the financial transaction can be obtained from the Village Clerk.

The proposed professional services agreement between Fleis & Vandenbrink and the Village will be presented to the Village Council on April 10<sup>th</sup>.

## WATER SYSTEM

The "let water run" notices ended on March 31. At the time of this report there were no winter damages identified to the village's water tower, mains, valves or hydrants. There were several instances of frozen and broken water lines in private home systems.

## MARINE STRUCTURES

The repairs and installations of the dingy dock and fishing pier have been discussed with the Buildings and Grounds Committee. Further discussions with the committee will ensue before any work is started.

## LEAF VACUME

Spring curbside leaf pickup has been set to begin pick up the first week of May. Pickup will not go beyond May 31<sup>st</sup>.

## PARKS

Crews are beginning to prepare for the opening of the parks.



# **VILLAGE OF PENTWATER**

327 S Hancock St., P.O. Box 622, Pentwater, Michigan 49449  
(231) 869-8301 - FAX (231) 869-5120  
www.pentwatervillage.org

April 5, 2017

To: Village Council.  
From: Colleen Moser, Clerk/Treasurer.  
RE: Street Improvement Bonds & Garbage Resolution.

## **Street Improvement bonds**

### **Bond Rating March 15, 2017.**

The Village received a Bond Rating AA+ by S&P Global Ratings.

The report from S&P is summarized as follows:

Factors: Strong economy. Strong financial management. Strong budget performance. Very strong budgetary flexibility. Very strong liquidity.

Weak debt and contingent liability. Strong institutional framework.

Outlook: Stable. The rating is not expected to change within a two-year outlook.

Downside Scenario: If the village fails to maintain balanced operations or weakened financial management practices or weakened budget flexibility position.

Upside scenario: Higher rating could be possible if the village's debt burden improved substantially and reserves stayed intact.

Debt burden - Water and Sewer annual bond payments \$300,000 per year.

Village needs to continue balanced budget, building the reserve and it is recommended the Village have written financial policies. Should these factors change the Village could lose its AA+ rating and will pay higher interest rates with the second series of Bonds.

The AA+ is the highest possible rating that the Village could receive because of the small taxpayer base and the bonds are not insured such as the USRDA bonds.

**Bond Sale, March 23, 2017.** The Village received 6 bids. The TIC (True Interest Calculation) was calculated by the PFM, the bond consultants. The strong bond rating helped the Village to get a lower interest rate.

The lowest bid was from Robert Baird & Co., TIC of 2.567273%, net interest of \$426,600.

The highest bid was from Huntington TIC of 2.950088%, net interest of \$480,400.

**Bond Closing on April 12, 2017.** The Village will receive \$2,049,631.41 the bonds and a bond premium. Annual P & I payments will be \$215k for first two years, thereafter an annual average of \$160k.

## **Garbage Rate Resolution**

It is recommended that the Village increase the quarterly Garbage & Recycling service from \$29.10 to \$31.00 per quarter, a \$1.90 increase to cover the rising costs. The last time the Village raised the garbage service rate was in 2008 from \$22.05 to \$29.10, an increase of \$7.05.

**Pentwater Police Department  
Activity Report  
March 2017**

Synopsis

During March the Department remained was low with few significant incidents.

Activity Highlight

On 3-11-2017 Officers stopped a female Oceana County women in the 100 block of Sixth Street.. After investigation the subject was placed under arrest for OWI and lodged at the Oceana County Jail.

On 3-16-2017 Officers arrested an Allegan County man on multi count warrant charging CSC. The suspect was taken to the Oceana County Jail where they were lodged. Pentwater Police were assisted by the Oceana County Sheriff's Office.

On 3-17-2017 Officers took a complaint of a suspicious firearms transactions. The case was referred to the BATF for investigation.

On 3-29-2017 Officers took a report of CSC#1. After investigation the case was referred to the Oceana County Prosecutor with a request that a warrant be issued.

Project Reports

The Department concluded its collaboration with West Michigan Community Mental Health Systems. The grant we have been working on has been submitted and we expect to find out if the grant was accepted in August.

The Department continues to prepare for the summer. Annual training, vehicle maintenance, and misc. start up issues are being worked on.

A VPAC meeting will be held this month. There will be a review of winter activity, review of upcoming projects, and staffing for the summer. All residents are invited to come, light snacks will be provided.

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

Respectfully submitted,  
Chief Laude Hartrum

Pentwater Police Department – Activity Detail

<b>Complaints</b>	<b>Totals</b>
911 Hang Up Calls	2
Assists	2
Attempt to locate	1
Criminal Sexual Conduct	1
Found Property	2
Misc.	2
Motorist Assist	1
Peace Keeping	1
Property Damage Accidents	1
Reckless Driver	1
Suspicious Situation	2
Traffic Stops	1
Warrant Pick Ups	1
<b>Total</b>	<b>18</b>

Tickets

No tickets were issued in the months of March.



## PENTWATER FIRE DEPARTMENT

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

### Monthly Meeting Agenda

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Meeting Date: Wednesday, March 1, 2017 19:15

Meeting Location: Pentwater Fire Department

Call to Order

---

- I. Pledge of Allegiance
- II. Reading and Approval of Minutes
  - a. Minutes from 2/1/17
- III. Reports of Officers
  - a. Treasurer Everet Horton
- IV. Old Business
  - a. Pipeline training is Monday, March 6 at the Lincoln Hills Golf Club
  - b. FDIC is April 24-29 in Indianapolis
- V. New Business
  - a. Budget amendments are complete
  - b. 341's scene lights will be done in March, not April
- VI. Training
- VII. Discussion on Last Month's Calls
  - a. There were 2 fire and 13 medical calls for service for February
- VIII. Public Comment (held to two (2) minutes on all issues)
- IX. Adjourn

Secretary- Ray Hasil



## **PENTWATER FIRE DEPARTMENT**

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

### **Monthly Meeting Minutes**

---

Meeting Date: Wednesday, March 1, 2017 19:15  
Meeting Location: Pentwater Fire Department  
Call to Order

---

- I. Just prior to the meeting start, Pentwater FD was requested by Walkerville FD for mutual aid on structure fire. No meeting was held.



## PENTWATER FIRE DEPARTMENT

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

### Officer Meeting Minutes

---

Meeting Date: Wednesday, March 1, 2017 18:24  
Meeting Location: Pentwater Fire Department  
Call to Order

---

- I. Pledge of Allegiance
- II. Reading and Approval of Minutes
  - a. Minutes from 2/1/17
- III. Reports of Officers
  - a. Treasurer Everet Horton- not available
- IV. Old Business
  - a. Pipeline training is Monday, March 6 at the Lincoln Hills Golf Club
  - b. FDIC is April 24-29 in Indianapolis
- V. New Business
  - a. Budget amendments are complete
  - b. 341's scene lights have been installed. The problematic generator has been permanently disabled.
- VI. Training
- VII. Discussion on Last Month's Calls
  - a. There were 2 fire and 13 medical calls for service for February
  - b. There was a discussion on PFD's response to a missing person whose truck was found along Lake Michigan.
- VIII. Adjourn
  - a. A motion to adjourn by Ray Hasil was seconded by Everet Horton.

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Secretary- Ray Hasil



# **VILLAGE OF PENTWATER**

ON PENTWATER LAKE AND LAKE MICHIGAN  
327 South Hancock Street, P.O. Box 622, Pentwater, Michigan 49449  
(231) 869-8301 FAX (231) 869-5120  
[www.Pentwatervillage.org](http://www.Pentwatervillage.org)

## **ZONING ADMINISTRATOR'S REPORT**

**April 7, 2017**

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

### **Code Enforcement**

Nothing outstanding at this time.

### **Planning Commission**

The Planning Commission did not meet officially, because a quorum was not present for the regularly scheduled meeting of March 15, 2017.

### **Zoning Board of Appeals**

The Zoning Board of Appeals did not meet in March, 2017.

### **Zoning Permits**

The following Zoning Permits were issued in March 2017.

1. 223 Wythe for a 240 sq. ft. accessory building.
2. 27 Park Street for a 181 sq. ft. deck on the south side of the building adjacent to Hancock Street.

Sincerely,

*Keith J. Edwards*

Keith Edwards  
Zoning Administrator

*Village of Pentwater*  
327 South Hancock Street,  
Pentwater Michigan 49449

**Building and Grounds Committee  
Meeting Minutes March 30, 2017**

Chair Maxwell called the meeting to order at 8:00AM. At the Village Hall

Present: Chair, Bill Maxwell, Jared Griffis and Michelle-Angell-Powell

Also Present: Village Manager Rob Allard, President Hodges, Claudia Holden, Chris Dunn, Dick Hutchinson, and Josh Adams.

**Jr. Sailing sea wall**

Needs to be replaced. Discussed a proposal by Josh Adams. Will need to send out for bids. Looking for the council's approval to proceed.

**Dingy dock**

Dock broke loose last fall or winter. Was towed to Jr. sailing. Needs to be repaired and return to the end of 4<sup>th</sup> st. Looking for the council's approval to proceed.

**SOS**

Date June 4<sup>th</sup>

Moving to the Village Green. This solves some problems but brings others.

1. Health Dept.
2. Because it being our Sesquicentennial year we are anticipating a larger crowd than usual. Need for more tables, chairs, ect.

**DDA**

Discussed replacing trees on Hancock St. There is a person that is willing to give us some professional ideas on how and what to do.

There are also thoughts on changing what surrounds the trees on the street

Looking for Council's approval to proceed.

**Other**

Paint mural on wall at Chamber. Rates for Friendship center. Pickle ball court.

The meeting was adjourned at 10:00 AM.

Respectfully Submitted,

Bill Maxwell  
Chair of Buildings and Grounds



# **VILLAGE OF PENTWATER**

327 South Hancock St, P.O. Box 622  
Pentwater, Michigan 49449

## **Promotions Committee Meeting Minutes March 2, 2017**

Chairperson Burdick called the meeting to order Village Hall at 2:00 P.M.

Members Present: Bill Maxwell, Dan Nugent

Members Absent: Don Palmer

Also Present:

Village Manager Rob Allard,

President Hodges

Dr. Claudia Ressel-Hodan

Deb DeWaard

Ed Bigelow

### **Agenda Item Sesquicentennial**

The committee reviewed the timeline presented by Deb DeWaard. Most items are closed out/complete. The dinner on March 16 is sold out at 134 tickets. Deb and Claudia have worked hard organizing behind the scenes. It was decided that President Hodges would do the introductions, Geoff Hansen will present a proclamation and stories would be read aloud. The movie made by Claudia will be shown during dessert.

### **Agenda Item 2 Start of Summer Party**

Bill Maxwell is already working on tables and placement for the party, which will be on the village green this year. The next meeting, once the 150<sup>th</sup> dinner is over, we will organize for Start of Summer.

The next Promotions Committee meeting will be held Thursday April 6 at 2:00PM at the Village Hall.

Chairperson Burdick adjourned the meeting at 2:53P.M.

Respectfully submitted,



Committee Chair

## PROFESSIONAL SERVICES AGREEMENT

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

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

**DESCRIPTION OF PROJECT AND SCOPE OF SERVICES:** The description of the Project ("Project") and the scope of services ("Services") provided under this PSA is as follows; **General Engineering Consultation services which would include survey, planning, design, bidding & construction engineering, as authorized by the Village and relating to the Village's 5-year street and utility improvements.**

**AGREEMENT DOCUMENTS:** All obligations covered under this PSA are governed by the Agreement Documents, which specifically include this PSA and all of the following documents, which are all incorporated herein by reference, **Engineer's proposal dated January 16, 2017.**

**COMPENSATION OF ENGINEER:** This contract is an **Hourly Fee contract plus reimbursable expenses, billed at Engineer's standard hourly rates and expenses, as detailed in the attached Billing Rate Schedule from the proposal. Work will be billed monthly based on cost incurred.**

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

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

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

If Owner objects to any portion of an invoice, Owner shall notify Engineer in writing within seven (7) calendar days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Engineer's favor and not paid by the invoice due date, interest as stated in the agreement shall be paid by Owner on the disputed amount from the original due date.

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

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

**OWNER RESPONSIBILITIES.** The Owner shall timely furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's Engineers and contractors.

**CHANGES.** For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses, unless otherwise negotiated. If the construction period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of Engineer thereafter shall continue to be performed and shall be paid by Owner on an hourly basis plus 1.1 times reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Engineer's Compensation.

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

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

**COST ESTIMATES.** Engineer has no control over the costs of labor and material for construction or over competitive bidding and market conditions. All cost estimates provided by Engineer are based on Engineer's experience and are considered opinions of probable cost. Engineer does not warrant the accuracy of any cost estimate. If project costs exceed the Owner's expectations and the Owner decides to re-design or re-bid any or all portions of the Work, all re-design, re-bid or other services provided by Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses.

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

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

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

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

**PERFORMANCE STANDARDS.** The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by other engineers performing similar services in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

**MUNICIPAL ADVISOR.** Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

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

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

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

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

**SHOP DRAWINGS AND SUBMITTALS.** If shop drawing or submittal review is part of the Services Engineer provides, Engineer will review the shop drawings and submittals only for conformance with the design concept of the project and compliance with the Contract Documents. Unless specifically indicated in writing, this PSA does not include the preparation of record drawings.

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

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

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

**PERMITS AND APPROVALS.** Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. For an additional fee, Engineer may assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research, attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If Engineer participates in any way with any permitting process, Engineer provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Engineer for all fees and reimbursable expenses under this PSA regardless of the outcome of approval or denial of permits or other approvals.

**ADA AND CODE COMPLIANCE.** The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, the Engineer will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project. The Engineer does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances and regulations as they may apply to the Project. Owner shall pay

Engineer its customary hourly fees plus 1.1 times reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to any existing laws, codes or regulations after the date that this PSA is last signed by the parties.

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

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

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

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

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

**DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Owner and the Engineer agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute through mediation using a mediator agreed upon between both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then the parties may (1) mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction. The venue for a court resolution will be Muskegon County, Michigan.

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

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

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


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

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

**OWNER**  
**VILLAGE OF PENTWATER**

**ENGINEER**  
**FLEIS & VANDENBRINK ENGINEERING, INC.**

By: \_\_\_\_\_  
          Rob Allard  
Title: Village Manager  
  
By: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
          Don DeVries, P.E.  
Title: Muskegon Office Manager  
  
By: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 3/31/2017

- Attachments:
- Additional Provisions – Construction Observation
  - Billing Rate Schedule

## **ADDITIONAL PROVISIONS - CONSTRUCTION OBSERVATION**

### **1. DEFINITIONS.**

- 1.1. Contract Documents shall mean construction agreement(s) between Owner and Contractor(s), including plans, specifications, addenda and change orders.
- 1.2. Contractor shall mean the person or entity providing construction services to Owner, as defined in the Contract Documents.

### **2. SITE OBSERVATION.**

- 2.1. The Engineer shall visit the site as defined in the Scope of Services to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed. Engineer will not be responsible for the means, methods, techniques, and procedures of construction observed during such visits. Engineer will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.
- 2.2. Based solely on Engineer's on-site observations and Engineer's review of the Contractor's applications for payment, Engineer will recommend in writing to Owner payment to the Contractor. Such recommendations of payment to constitute a representation to Owner, based solely on such observation, review and the data comprising such applications, that to the Engineer's knowledge, information and belief, the work has progressed to the point indicated and that to the Engineer's knowledge, information and belief the quality of the work is generally in accordance with the Contract Documents.
- 2.3. Engineer will conduct, in company with Owner, a final review of the Project for conformance with the design concept of the Project, and compliance with the information given by the Contract Documents, and recommend, in writing, payment to the Contractor, on the same basis as set forth above.

### **3. OWNER RESPONSIBILITIES. Owner will:**

- 3.1. Provide full information as to his requirements for the Project. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project, including previous site reports and any other data relative to the design or construction of the Project.

### **4. SITE SAFETY PROGRAMS AND PRECAUTIONS.**

- 4.1. Owner acknowledges that the Contractor, not Engineer, is responsible for initiating, maintaining and supervising all safety programs and all safety precautions in connection with the work.
- 4.2. Engineer shall neither have control over, nor be responsible for, safety programs and precautions in connection with the work, since these are solely the responsibility of the Contractor.
- 4.3. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees at the site, shall impose any duty on the Engineer, nor relieve the Contractor of its responsibility for jobsite safety.

## PROFESSIONAL FEES



F&V current billing rate schedule for key project team members for the Village of Pentwater Street Improvement Plan are listed below. Other staff may be involved in project development from time to time and billing rate ranges for these staff categories are also listed as well as rates for field equipment that may be needed during project implementation.

We will utilize a mix of younger and more experienced staff to provide you with the lowest effective billing rate to efficiently and professionally accomplish development and implementation of SIP projects.

Classification	Rate
David Bluhm, PE	\$120
Don DeVries, PE	\$120
Michael Mattzela, PE	\$112
Danell Smith	\$84
Jim VanDyke	\$99

*Rates are typically adjusted annually in April.*

Classification	Rate Range
Engineer, Engineer EIT, Geologist, Landscape Architect, Sr. Technician	\$84 - \$112
Survey Crew Chief, Sr. CAD Technician	\$84 - \$112
Technician, CAD Technician, Survey Technician	\$68 - \$99
Project Assistant, Field Assistant, Admin	\$56 - \$84

*Rates are typically adjusted annually in April.*

Classification	Rate
<b>Survey &amp; Construction Observation Equipment</b>	
Survey Total Station	\$30 per day
Leica Global Positioning System (GPS)	\$300 per day
Robotic Survey System	\$175 per day
Troxler (Nuclear Density)	\$60 per day
Concrete Testing	\$35 per day
<b>Vehicles</b>	
Trucks (light duty)	\$15 per day + \$0.54 per mile
Construction Observation / Survey	\$20 per day + \$0.54 per mile
Trucks (4x4)	\$25 per day + \$0.62 per mile
Construction Observation / Survey	\$25 per day + \$0.62 per mile
Autos & Vans	\$10 per day + \$0.54 per mile



# ***Village of Pentwater***

327 S. Hancock St P.O. Box 622 Pentwater, MI 49449  
(231) 869-8301 FAX (231) 869-5120  
Website: [www.pentwatervillage.org](http://www.pentwatervillage.org)

## **2017 RESOLUTION Garbage Service Rates**

At a regular meeting of the Pentwater Village Council, County of Oceana held at Village Hall on \_\_\_\_\_, 2017 at 6:00 PM the following resolution was offered in the form of a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Village Council has deemed it necessary to increase garbage rates from \$29.10 to \$31 per quarter in order to cover the costs of sanitation services to Village Residents. The contract the Village has with Allied Waste has annual increases based on CPI.

The new rate shall become effective with the first quarter of the 2017-2018 fiscal year that will be billed on July 1, 2017.

**AYES:**

**NAYS:**

**ABSENT:**

**I HEREBY CERTIFY** that the foregoing is a true and complete copy of a resolution offered and adopted by a vote of the Village Council, Village of Pentwater, Oceana County, State of Michigan, at its Regular meeting held on \_\_\_\_\_, 2017.

\_\_\_\_\_  
Colleen Moser, Village Clerk

\_\_\_\_\_  
Date



April 6, 2017

Village of Pentwater  
327 S. Hancock St.  
Pentwater, MI 49449



RE: Pentwater Farmer's Market

Dear Village Council Board Member,

The Pentwater Chamber of Commerce would like to continue to allow wineries to participate in the Pentwater Farmers Market. The addition of wineries at the Farmers Market would be an added attraction for residents, visitors and retailers. Also, a winery will provide shoppers with additional value added products. Allowing wineries in farmer markets support the growing wine industry and Michigan's economy.

The State of Michigan approved the tastings and sales of wines at farmers markets in July of 2013. Tasting samples provided to customers shall not exceed 3 servings of not more than 2 ounces of wine in a 24 hour period of time. Since the Chamber has had a winery participate in the Farmers Market, we will continue to pursue this issue. We understand the limitations of the ordinance pertaining to alcoholic consumption on the Village Green.

The Chamber is requesting a continuation of this program as an exception to the relevant ordinance until further notice from the Village of Pentwater. We have a market manager on site at all times of the farmers market hours of operation. Our event leader for the market checks in every market day and if she is not available the director of the Chamber does. Our Farmer's Market occurs every Monday and Thursday from 10am – 1pm from June to Labor Day. We will continue to have appropriate signage in regards to consumption regulations. The Pentwater Farmer's Market is a fantastic event in Pentwater and we would like to see it continue to add a diversity of products available to our shoppers.

Thank you for your time and consideration.

A handwritten signature in blue ink, appearing to read "Eva Gregwer".

Eva Gregwer  
Executive Director  
Pentwater Chamber of Commerce  
[travelinfo@pentwater.org](mailto:travelinfo@pentwater.org)





April 6, 2017

Village of Pentwater,

2017 Additional Events Village Green & Marina Request

Musical Festival: June 3rd

The Street has already been approved for closure for the Pentwater Bike & Trike Rally event.

Thank you,

A handwritten signature in blue ink, appearing to read "Eva Gregwer", is written over the "Thank you," text.

Eva Gregwer on behalf of the  
Pentwater Chamber of Commerce

