



# **VILLAGE OF PENTWATER**

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

## **AGENDA**

### **VILLAGE COUNCIL - Regular Meeting September 11, 2017 at 6:00 PM**

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 regular meeting minutes that was held August 14, 2017.

Regular Village bill approval of \$169,505.40.

Fire Department bill approval of \$6133.32

#### **Requests for Village Property use:**

- The Chamber requests road closures for the following 2018 events: March 17 St. Patrick's Parade, June 2 Bike & Trike Rally, August 11 Homecoming Parade, October 13 Oktoberfest and October 27 Spooktacular Parade. Additional request for 2017: October 14, 2017 for Corn Hole tournament on 4<sup>th</sup> St.
- Chamber requests Village Green for the following 2018 events: Winterfest Feb.10, Easter on the Green March 31, Founder's Day May 5, Farmers Market June 4 - September 3 (10-1), Spring Arts & Craft June 16 & 17, set up on June 15, Harvest Day Sept. 20 (10-1) Fall Arts & Crafts Sept. 22 & 23, (set up Sept.21), Halloween on the Green Oct. 27, Santa on the Green Nov. 24 at 5 PM.
- Garden Club requests use of Bell Park, May 26, 9-11AM.
- Pentwater Jr. Women's Club request Village Green, July 14, 9AM-5PM.
- Cove requests top of Village Green on October 14, 9AM-2PM.

#### **7. Announcements:**

- a. Ken Berthiaume – Village Audit
- b. Fleis & VandenBrink update

## **DEPARTMENT REPORTS**

1. Village Manager – Chris Brown
2. Police Chief – Laude Hartrum
3. Marina Manager – Dick Hutchings
4. Fire Chief - Terry Cluchey
5. Zoning Administrator – Keith Edwards

## **COMMITTEE and BOARD REPORTS**

1. Buildings & Grounds Committee – Michelle Angell-Powell
2. Finances Committee - Jared Griffis
3. Ordinances Committee – Dan Nugent
4. Personnel Committee – Dunlap
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. Village Green: Proposed property swap at Hancock Bldg.
2. Public Restrooms at Hancock Building: Proposed 5 to 7 year parking agreement.

## **NEW BUSINESS**

1. Keith Edwards: Zoning Attorney

## **ADJOURNMENT**

### **PUBLIC COMMENTS**

1. Will be made ONLY when the Village President opens the meeting for public comments.
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**

# ***Village of Pentwater***

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

## **Regular Meeting of Village Council MEETING MINUTES August 14, 2017**

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

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

Also, present: Village Manager Chris Brown, Clerk/Treasurer Colleen Moser, Police Chief Laude Hartrum, Fire Chief Terri Cluchey, Marina Manager Dick Hutchings and Village Attorney Brian Monton.

**Approval of the Agenda** - *Motion* by Griffis, supported by Palmer to approve the agenda. Voice vote. AYES: 6 NAYS: 0. Absent: 1. Agenda approves.

**Public comment on consent agenda items**- Norm Shotwell would like to comment during items 3 and 4 of the agenda.

**Consent Agenda**- Approval of village council regular meeting minutes held on July 10, 2017. Regular Village bill approval of \$89,640.75. Fire Department bills were not provided by the township.

**Requests for Village Property use:**

Wedding ceremony on the Village Green, Katie Harris & Tyler DeBrabander on October 20, 2018 and to set up at 2:00pm for a 4:00 pm wedding.

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

Roll call vote. AYES: 6 NAYS: 0. Absent: 1Angell-Powell. Consent agenda items approved.

**Announcements:**

Street Improvement Plan: See report from Fleis & VandenBrink and Bid award under New Business.

### **VILLAGE DEPARTMENT REPORTS**

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

**Village Manager** – the manager reported that he would like to hire the law firm, Mika Myers, and Jones to work with our Zoning administrator and the Township to improve the zoning ordinances to work on the master plan that expires in less than two years.

President Hodges asked that the council receives a clearer proposal from Mika Meyers as to the approximate cost, hourly rates, and an approximate total cost. See managers' report.

**Police Chief** –See report.

**Marina Manager** – 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.  
**Finance Committee** – No meeting, no report.  
**Ordinance Committee** – No meeting, no report.  
**Personnel Committee**- No meeting, no report.  
**Promotions Committee** – No meeting, no report.  
**Services Committee**- See meeting minutes.

### **VILLAGE COMMISSION AND BOARD REPORTS**

**Planning Commission**- Ron Christians the Planning commission would be meeting on August 23<sup>rd</sup> at 5:30. See meeting minutes.

**ZBA**- No meeting. ?

**DDA** – Dr. Claudia reported on the meeting held on August 9<sup>th</sup>. The had a couple of volunteers come forward and organize a group to clean up the Village prior to Homecoming and their suggestions going forward. The free Wi-Fi signage is on the Village Green and at the Marina. They responses to the survey have been low, about 25%. A meeting to discuss the feedback will be on August 24<sup>th</sup> at 7:00 p.m.

### **UNFINISHED BUSINESS**

None.

### **NEW BUSINESS**

**Bid Award of Street Improvement Project - Phase I.** David Blume of Fleis & VandenBrink engineering is recommending bid from Hallack Contracting \$538,300.15. The second closest bid was Rieth-Riley Construction and was \$27,492 higher than Hallack due to an addition error on the Rieth-Riley bid.

The Hallack bid came in below the engineering estimates however, if Hallack Construction is awarded the bid, that they are requesting that the Village move the substantial completion date to May 1<sup>st</sup>. Hallack is concerned of not meeting the deadline because of current work load and in October the weather can cause delays. David Blume assured the village that they will work with Hallack on a schedule, would put a priority on finishing Clymer street and would not allow the contractor to leave the streets a mess over the winter.

*Motion* by Palmer, second by Griffis to award bid for Phase I of the Street Improvement Plan to Hallack Contracting in the amount of \$538,300.15. Roll call vote. AYES: 6 NAYS: 0 Absent: 1 Angell-Powell. Motion approved.

**A public information meeting on the construction will be held at village hall on August 30 at 7:00 PM.**

**Lot Split 240 Sands Street.** Property Tax ID 64-044-580-109-00 5. Mark and Donna Ryan, the owners applied for a lot split. The zoning administrator made the recommendation to split the parcel for the following reasons; that the parcel is in the R-2 district and if split, both would be over 8000 square feet and would conform to the Village zoning, would create a second buildable lot, and that the additional lot would have access to water and sewer. The planning commission is also recommending the lot split.

*Motion* by of Palmer, second by Nugent to approve the lot split of 240 Sands Street. Roll call. AYES: 6 NAYS: 0. Absent: 1 Angell-Powell. Lot Split approved.

**Village Green: Proposed property swap at the Hancock Bldg. and Public Restrooms at Hancock Building; Proposed 5 to 7 year parking agreement.**

Zoning administrator said the Hancock Building Condominium Association has two residential units but would like to convert the remaining upstairs into additional residential units. To do so, additional parking is needed to conform to zoning. A proposal 1 would be a property swap between the the Village and Hancock Condo Assn. The second proposal is a parking agreement. There is a small area of land that the Village owns that could be developed into additional parking, another piece of land on the West side that the Hancock building has been using for parking. According to the Hancock building, there is a stretch of land on the west side that belongs to the Hancock building that the Village has been using and maintaining as the Village Green. The Village, a member of the association because of the public restrooms and pays condo association dues. The second proposal would waive 50% of the Hancock Condominium association dues for 5-7 years and the Village would waive all condo voting rights. Some members of council and the village attorney had just been informed of the proposals with the meeting packet and need more information.

*Motion* by Griffis, second by Dunlap to table both proposals. Roll call. AYES: 6 NAYS: 0. Absent: 1 Angell-Powell. The motion tabled both proposals.

**Approve annual OPEB trust payment of \$30,000, as budgeted.** The Clerk/Treasurer stated that the although the Village has been paying for the retiree health care (OPEB) included in the monthly bill but the laws now require the Village to set the funds in an OPEB trust. The annual amount of \$30,000 comes from OPEB actuarial report.

*Motion* by Palmer, second by Griffis to approve annual OPEB payment. Roll call. AYES: 6 NAYS: 0. Absent: 1 Angell-Powell. Motion approved.

**Permission to request bids to repair the municipal marina docks that are underwater.**

The village manager stated that the first estimate to repair the docks came in at \$14,000 so he manager is requesting permission from council request bids for the repair

*Motion* by Palmer, second by Burdick to approve the manager to request bids. Voice vote. AYES: 6 NAYS: 0. Absent: 1. Motion approved.

**Marina: Permission to request bids to upgrade the electric service at the docks and to make the marina building ADA compliant.** The manager would like to request bids for the engineering. The prior engineering at the marina was only a study to upgrade the electric. The bid would be for the actual engineering to make the improvements and could then be used to apply for grants.

*Motion* by Palmer, second by Nugent to approve the manager to request bids. Voice vote. AYES: 6 NAYS: 0. Absent: 1. Motion approved.

**Adjournment** - Hodges asked for a motion to adjourn. *Motion* by Palmer, second by Burdick. Voice vote. AYES: 6 NAYS: 0. Absent: 1. Motion Approved.

President Hodges adjourned the meeting at 7:37 p.m.

Respectfully submitted,

\_\_\_\_\_  
Colleen Moser, Clerk/Treasurer

\_\_\_\_\_  
Date

e

PAID

## CHECK REGISTER FOR VILLAGE OF PENTWATER 08/01/2017 - 08/31/2017

Check Date	Check	App	Vendor Name	Description	Amount
08/03/2017	43785	PR	Payroll	netpayroll	355.01
08/03/2017	43786	PR	Payroll	netpayroll	531.68
08/04/2017	43787	AP	Adams Marine Construction, Inc.	prof.svc. marina dock	175.00
08/04/2017	43788	AP	All Access Care	prof. svc.	110.00
08/04/2017	43789	AP	AT&T Mobility	utilities	77.49
08/04/2017	43790	AP	Baker, Doug	cell phone reimburs.	70.00
08/04/2017	43791	AP	Bringedahl, Blake	rec. prgrm. umpire	20.00
08/04/2017	43792	AP	Charter Communications, Inc.	utilities	965.71
08/04/2017	43793	AP	CHEMSEARCH	operating supplies	268.00
08/04/2017	43794	AP	Cintas Corporation	prof. svc.	359.70
08/04/2017	43795	AP	Companion Life Insurance Co.	insurance	193.76
08/04/2017	43796	AP	Cornelisse, Mikaylah	rec. prgrm. umpire	15.00
08/04/2017	43797	AP	Evergreen Solutions LLC	supplies	962.38
08/04/2017	43798	AP	Fredrickson Supply	supplies	645.37
08/04/2017	43799	AP	Frontier	utilities	246.05
08/04/2017	43800	AP	Great Lakes Energy	twshp.so.utilities	258.37
08/04/2017	43801	AP	Great Lakes FORD	repair/mtc.	717.96
08/04/2017	43802	AP	Infrastructure Alternatives	prof.svc. (contract Vlg WWT)	192.50
08/04/2017	43803	AP	Integrity Business Solutions	supplies	316.57
08/04/2017	43804	AP	Ken Adams Excavating Inc.	prof. svc.	660.00
08/04/2017	43805	AP	Kraner, Sara	reimb. rpr./mtc. 311 N Rush	200.00
08/04/2017	43806	AP	Lambright, Herman	pump fish cleaning station	400.00
08/04/2017	43807	AP	Larson & Son Ace Hardware, Inc.	supplies	1,064.52
08/04/2017	43808	AP	VOID	void	0.00
08/04/2017	43809	AP	VOID	void	0.00
08/04/2017	43810	AP	Miller, Glen	rec. prgrm. umpire	35.00
08/04/2017	43811	AP	NCLABS of Wisconsin	WWTP	380.13
08/04/2017	43812	AP	Neofunds by Neopost	postage	400.00
08/04/2017	43813	AP	Nye Uniform	uniform expense	297.76
08/04/2017	43814	AP	Prince & Monton, PLC	VOP - General	1,216.00
08/04/2017	43815	AP	Republic Services, Inc.	PFC prof. svc.	406.65
08/04/2017	43816	AP	Rubber Stamps Unlimited Inc	supplies	140.85
08/04/2017	43817	AP	Stone, Phillip	rec. prgrm. umpire	55.00
08/04/2017	43818	AP	Straight, Kelly	rec. prgrm. umpire	20.00
08/04/2017	43819	AP	Sutliff, Dewight	280 Rutledge (sidewalk rplcmnt.)	335.63
08/04/2017	43820	AP	Tarnowski, Nate	cell phone reimb.	70.00
08/04/2017	43821	AP	Terminix of West Michigan Inc.	professional svc.	249.00
08/04/2017	43822	AP	The Home City Ice Company	marina ice supply	265.50
08/04/2017	43823	AP	The Village Plumber LLC	prof.svc.	100.58
08/04/2017	43824	AP	TRACE ANALYTICAL	analytical	1,242.50
08/04/2017	43825	AP	Verizon Wireless	utilities	116.04
08/04/2017	43826	AP	Wilbur-Ellis Company LLC	CWP supplies	456.14
08/04/2017	43827	AP	Wilson, Gary	in lieu of insurance	50.00
08/17/2017	43828	PR	Payroll	netpayroll	418.40
08/17/2017	43829	PR	Payroll	netpayroll	551.67
08/16/2017	43830	AP	Cintas Corporation	prof. svc.	91.77
08/16/2017	43831	AP	Consumers Energy Co.	utilities	12,891.51
08/16/2017	43832	AP	DTE Energy Company	utilities	432.56
08/16/2017	43833	AP	Evergreen Solutions LLC	supplies	503.33
08/16/2017	43834	AP	Frontier	utilities	89.39
08/16/2017	43835	AP	Huntington National Bank	misc. supplies	2,201.83
08/16/2017	43836	AP	Integrity Business Solutions	supplies	205.83
08/16/2017	43837	AP	Jobbins, Henry	cell phone reimburs.	64.87
08/16/2017	43838	AP	Klotz Auto Parts Inc.	motor pool	87.34
08/16/2017	43839	AP	Lambright, Herman	prof.svc fsh cln stn	800.00

## CHECK REGISTER FOR VILLAGE OF PENTWATER 08/01/2017 - 08/31/2017

Check Date	Check	App	Vendor Name	Description	Amount
08/16/2017	43840	AP	Ludington Daily News	publishing	100.64
08/16/2017	43841	AP	Nye Uniform	uniform expense	67.64
08/16/2017	43842	AP	Oceana Co. Equalization Dept.	2017 Summer Tax Bills	1,797.12
08/16/2017	43843	AP	Plummer's Environmental Svcs. Inc	ss video	5,354.49
08/16/2017	43844	AP	Printing Systems, INC.	supplies	338.49
08/16/2017	43845	AP	Republic Services, Inc.	prof. svc.	9,244.18
08/16/2017	43846	AP	RS Technical Services Inc.	prof.svc.	100.17
08/16/2017	43847	AP	The Home City Ice Company	marina ice supply	192.50
08/16/2017	43848	AP	TRACE ANALYTICAL	analytical	1,593.60
08/16/2017	43849	AP	Turning Leaf Landscaping Inc.	prof.svc.	347.28
08/16/2017	43850	AP	USA BlueBook	operating supplies	859.51
08/16/2017	43851	AP	WEX BANK	fuel	1,109.20
08/16/2017	43852	AP	Wilbur-Ellis Company LLC	CWP supplies	780.20
08/16/2017	43853	AP	Xerox Corporation	lease/mtc	309.44
08/16/2017	43854	AP	Infrastructure Alternatives	prof.svc.	5,000.00
08/21/2017	43855	AP	Ceton, N	ZBA Attendance Jan.-June 2017	45.00
08/21/2017	43856	AP	Koorndyk, B	Planning Commission Attend. Jan.-June	180.00
08/21/2017	43857	AP	McDonough, K	Planning Commission Attend. Jan.-June	135.00
08/21/2017	43858	AP	Witt, A	ZBA Attendance Jan.-June 2017	45.00
08/31/2017	43859	PR	Priority Health Insurance	insurance	7,589.38
08/24/2017	43860	AP	All Seasons Porta-Jons LLC	prof.svc.	193.00
08/24/2017	43861	AP	American Diving Supply, LLC	uniform expense	375.67
08/24/2017	43862	AP	Cintas Corporation	prof.svc.	226.64
08/24/2017	43863	AP	Great Lakes Energy	twnshp.so.utilities	237.53
08/24/2017	43864	AP	Huber Technology Inc.	repairs/ 3 yr. main	3,595.20
08/24/2017	43865	AP	Integrity Business Solutions	supplies	140.79
08/24/2017	43866	AP	Jobbins, Henry	cell phone reimburs.	129.70
08/24/2017	43867	AP	Lambright, Herman	prof.svc fsh cln stn	800.00
08/24/2017	43868	AP	MI Water Environment Assoc.	dues	70.00
08/24/2017	43869	AP	Neo Solutions, Inc.	cwp supplies-treating liquid	12,768.00
08/24/2017	43870	AP	The American Road Machinery Co	Leaf Collector LFX-C0000004	50,336.00
08/24/2017	43871	AP	The Home City Ice Company	marina ice supply	205.00
08/24/2017	43872	AP	Trace Analytical Laboratories, Inc.	analytical	790.30
08/31/2017	43873	PR	Payroll	netpayroll	203.87
08/31/2017	43874	PR	Payroll	netpayroll	330.36
08/31/2017	43875	PR	Payroll	netpayroll	190.57
08/31/2017	43876	PR	Payroll	netpayroll	447.58
08/31/2017	43877	PR	POLICE OFFICERS ASSOCIATION	dues	200.00
08/31/2017	43878	PR	TECH, PROF & OFFICE ASSOC OF MI	dues	75.00
08/31/2017	43879	PR	UNITED WAY OF THE LAKESHORE	united way	21.00
08/31/2017	43880	AP	Constellation Trust Co.	OPEB	30,000.00
					\$169,505.40

APPROVED

AUG 31 2017

By                       
Village of Pentwater



Pentwater Fire Department

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
<u>Aug 10 - Sep 13, 17</u>			
<u>08/23/2017</u>	<u>2595</u>	<u>Business Card</u>	<u>\$ (891.63)</u>
<u>08/23/2017</u>	<u>2596</u>	<u>DTE Energy</u>	<u>\$ (33.57)</u>
<u>08/23/2017</u>	<u>2597</u>	<u>Consumers Energy</u>	<u>\$ (128.10)</u>
<u>09/05/2017</u>	<u>2598</u>	<u>Gabridge &amp; Company, PLC</u>	<u>\$ (615.00)</u>
<u>09/05/2017</u>	<u>2599</u>	<u>Tele-Rad, Inc.</u>	<u>\$ (125.00)</u>
<u>09/05/2017</u>	<u>2600</u>	<u>Galls, LLC</u>	<u>\$ (667.89)</u>
<u>09/05/2017</u>	<u>2601</u>	<u>Charter Communications</u>	<u>\$ (267.82)</u>
<u>09/07/2017</u>	<u>2602</u>	<u>Christopher J Gebhart</u>	<u>\$ (688.00)</u>
<u>09/07/2017</u>	<u>2603</u>	<u>Dayna A. Hasil</u>	<u>\$ (52.86)</u>
<u>09/07/2017</u>	<u>2604</u>	<u>Republic Services #240</u>	<u>\$ (457.35)</u>
		<b><u>Prepays</u></b>	<b><u>\$ (3,927.22)</u></b>
<u>09/13/2017</u>	<u>2605</u>	<u>Consumers Energy</u>	<u>\$ (138.82)</u>
<u>09/13/2017</u>	<u>2606</u>	<u>Verizon Wireless</u>	<u>\$ (76.02)</u>
<u>09/13/2017</u>	<u>2607</u>	<u>Kelly's Snowmobile Sales Inc.</u>	<u>\$ (88.54)</u>
<u>09/13/2017</u>	<u>2608</u>	<u>Circle K Service</u>	<u>\$ (588.03)</u>
<u>09/13/2017</u>	<u>2609</u>	<u>Mears Service Center</u>	<u>\$ (956.50)</u>
<u>09/13/2017</u>	<u>2610</u>	<u>Crystal Flash</u>	<u>\$ (122.99)</u>
<u>09/13/2017</u>	<u>2611</u>	<u>Klotz Auto Parts, Inc.</u>	<u>\$ (235.20)</u>
<u>Aug 10 - Sep 13, 17</u>		<b><u>To be Pairs</u></b>	<b><u>\$ (2,206.10)</u></b>
		<b><u>Total Prepays &amp; To Be Paid</u></b>	<b><u>\$ 6,133.32</u></b>



August 24, 2017

Village of Pentwater,

2018 Events Village Green Request

Winterfest: Feb 10

Feb 17 boat launch & pavilion on Lake Street for Polar Dip

Easter on the Green: March 31

Founder's Day: May 5

Farmers Market: June 4 –September 3 - 10am-1pm every Monday & Thursday

Spring Arts & Craft Show- June 16 & 17 (Set up on June 15)

Homecoming: August 11 – Parade

Harvest Day: September 20 (Farmers Market 10am-1pm)

Fall Arts & Craft Show: September 22 & 23 (set up on September 21)

Oktoberfest: October 13

Halloween on the Green: October 27 - 1pm

Spooktacular Parade: October 27 – 4pm

Santa on the Green: November 24 - 5pm

Thank you,

Pentwater Chamber of Commerce

RECEIVED

AUG 24 2017

Village of Pentwater  
By: BJS



September 7, 2017

Village of Pentwater,

We would like to request the road to be closed for this event.

Oktoberfest: October 14 – Corn Hole tournament on Fourth Street – West side of Hancock Street.

Thank you,

Pentwater Chamber of Commerce

**RECEIVED**

SEP 07 2017

*Village of Pentwater*

By: BAS

reason of the use or occupancy of Bell Park by the user, whether authorized or not, including any act or omission of the user, or any of their agents, employees, guests, or invitees. The user shall also pay any damages, losses or for the theft of any property, caused by such persons.

9. 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 the liability for any damages or loss.

\*\*\*\*\*

**BELL PARK**

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

Date & Time of Function: Saturday May 26, 2018 9AM-11AM

Type of Activity: Plant Sale # Expected: 100?

Date of This Request: 9-6-17 Telephone #: 231-869-4886

Print Name: Lori Uhnavy

Address: 9593 South Bay Lane Pentwater

Lori Uhnavy  
Signature of Responsible Person

9-6-17  
Date

Office Use Only:

Council Approval Date \_\_\_\_\_

In Book \_\_\_\_\_



**RECEIVED**

SEP 06 2017

Village of Pentwater

By: [Signature]

Village of Pentwater is an equal opportunity provider.

Updated: 12/09/2016

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

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

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

Date of Function: July 14, 2018 Time of Function: 9-5  
 Type of Activity: Art Fair # Expected lots!  
 Date of This Request: Aug 31, 2017 Telephone # 313-559-7920  
 Individual, entity or organization sponsoring or conducting the event:  
Pentwater Junior Womens Club

Address: PO Box 357 Pentwater, Mi. 49449

Signature(s) of, and on behalf of, responsible parties: Tracey Tuck-Kurilla

Print Name: Tracey Tuck-Kurilla

VILLAGE GREEN

Official Use Only

RECEIVED

AUG 31 2017

Village of Pentwater  
By: [Signature]

Village of Pentwater is an equal opportunity provider.

Updated 12/2016

COVE will request use  
of a table on top of  
the Village Green. Also  
needed are 4 cones  
to block 2 parking  
spaces from 9am-  
2pm. on Oct 14th (Sat.)

Janis Morrison  
231-861-7042

RECEIVED

SEP 03 2017

Village of Pentwater

By: *JD*

**Village of Pentwater  
Street Improvements  
Engineering Invoice Summary**

Invoice Number	Date	Invoice Amount	Water Fund	Sewer Fund	Road/Storm Fund
<b>Planning</b>			<b>15%</b>	<b>15%</b>	<b>70%</b>
46150	May 19, 2017	\$12,887.66	\$1,933.15	\$1,933.15	\$9,021.36
46479	June 20, 2017	\$15,537.49	\$2,330.62	\$2,330.62	\$10,876.24
<b>Phase I - 2017</b>			<b>3%</b>	<b>5%</b>	<b>92%</b>
46693	July 21, 2017	\$16,501.88	\$495.06	\$825.09	\$15,181.73
46926	August 14, 2017	\$22,303.77	\$669.11	\$1,115.19	\$20,519.47
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
<b>Phase II - 2018</b>			<b>0%</b>	<b>0%</b>	<b>0%</b>
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00

<b>Totals:</b>	<b>\$67,230.80</b>	<b>\$5,427.97</b>	<b>\$6,204.11</b>	<b>\$55,599.72</b>
----------------	--------------------	-------------------	-------------------	--------------------

**RECEIVED**

**AUG 23 2017**

Village of Pentwater  
By:



Customer Service Center  
 2600 S. Garnsey Street  
 Santa Ana, CA 92707 USA  
 Phone: 949 833-3888  
 Toll Free: 800 331-2277  
 Fax: 714 549-4007

Customer: 5040033  
~~Eat-Raczkowski~~  
 Pentwater, Village of  
 327 South Hancock Street  
 PO Box 622  
 Pentwater, MI 49449

Quote Number: 40383  
 Quote Date: 08/30/2017  
 Terms: NET 30 DAYS  
 Pricing: Valid 60 Days  
 FOB: Origin  
 Lead Time: 2 wks ARO/price includes shipping and handling -ONE WAY  
 Grinder Serial #: 27784

USA  
 231-869-8301

Project: Village of Pentwater

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
EVAL_CA	30001-0012 Grinder SN: 27784	1	\$0.00	\$0.00
30001-0012	30001-0012-DI Exchange 7T Cam Cutters 1:1 Stack Hardened Alloy STL BUNA-N Elastomers Cork & Rubber Gaskets Motor Type: Electric Less Motor Less Reducer Less Spool Paint Hunter Green Epoxy Grinder SN: TBD	1	\$9,849.00	\$9,849.00
Shipping	Shipping & Handling	1	\$0.00	\$0.00

*Please verify serial number is correct.*

**Sub Total** \$9,849.00  
**Tax**  
**Total** \$9,849.00

**Notes:**

1. Please fax or mail a purchase order for the total amount and we can process your order.  
Please include the following:  
Billing Address, Ship to Address, and sales tax exemption certificate.
2. Reference JWC quote number on your purchase order.
3. Sales tax is not included in price.
4. Note on your purchase order that Shipping and Handling will be added to the invoice.
5. Availability of parts are subject to change at any time.
6. 20% restocking fee on all returns.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.





Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 549-4007

--VERONICA

**Thank-You for your Business!**

**JWC Environmental LLC  
Veronica Hernandez  
Customer Service**



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order.

Quote #: 40383

Bill To Name & Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ship To Name & Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

PO# \_\_\_\_\_

Payment terms: Net 30    FOB: Origin

Please select a shipping method:

Prepay & Add to Invoice

Collect    Account #: \_\_\_\_\_

Carrier: \_\_\_\_\_

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Please fax or email your PO and most recent tax certificate to:  
Fax (714) 549-4007  
Email [servicesales@jwce.com](mailto:servicesales@jwce.com)

Credit cards:

I authorize JWCE to process this order on my credit card and add shipping and handling charges.  
Call Customer Service at (800) 331-2277 for credit card processing.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 549-4007

## JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and/or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

### PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller's documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America.

### DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination.

### PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

### RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

### LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors, the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

### DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by Buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

### CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

### CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

### CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

### APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

### ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty"



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 549-4007

above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

**EXCLUSIVE TERMS AND CONDITIONS**

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITH CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

MEMO



---

**To:** Pentwater Village Council

---

**From:** David W. Bluhm, P.E.  
Client Services Manager  
Fleis & VandenBrink

---

**CC:** Chris Brown, Pentwater Village Manager

---

**Date:** September 11, 2017

---

**Re:** Pentwater Street Improvement Project (SIP) Update

---

The following provides an update of August engineering activities for the SIP program:

- 2017 Street Projects construction work awarded to Hallack Contracting at August 14 Council meeting. Construction contract documents prepared for execution and Pre-Construction Meeting scheduled for September 12.
- A Public Information Meeting was held on August 30.
- 2018 Street Projects field survey work is complete. Design work has begun and will continue through the fall.
- Sanitary Sewer Televising was completed on the 2018 Streets.

Anticipated work for rest of September will include the following:

- Hallack anticipates beginning work in late September with 4-6 weeks of construction needed to complete 2017 construction. Resident notification will be made ahead of the start of construction.
- F&V will review the proposed 2018 Street Projects with the Services Committee in a late September meeting.
- Soils borings for the 2018 project will be conducted by Soils & Structures.
- F&V will update the project portal link on the Village's website after the September 11 Council meeting. Portal updates will be provided more frequently after construction work begins to provide construction status to residents.

## **Managers Report**

September 11, 2017

### **DPW TEAM**

New leaf Vac has arrived, the crew will be training on it shortly so they will be ready to tackle the fall leaves in the coming months. Dixon Engineering and LC United arrive this week to begin the water tower painting project. Much work behind the scene has taken place to prepare for this project to take place. Pavement striping in the downtown as well as around the school has been on going, as well as fire hydrant scraping and painting. August seemed to be a very busy month with VG activity and Home Coming celebration. Great efforts to keep our parks and public areas clean and groomed. Month of Aug we marked 38 miss digs.

### **PLANNING /ZONING**

Mika Meyers becket & Jones, recommend that we hire Mark Van Allsburg to work with Keith and township on zoning separation / amendments. This was tabled at last meeting and will be re-presented with estimated costs. There is a major cost savings in conjunction with the Township sharing the same service for a project such as this.

### **2017 STREET IMPROVEMENT PROJECT**

Work may be underway as soon as the end of this month. A pre-con meeting is scheduled for Sept. 12 and more definitive schedules will be presented by the Contractor. Attached you will see a break down of where we stand on engineering costs to date.

### **MARINA / PARKS**

Bids have been advertised for the two Marina projects. Sept 18, is a pre-bid conference for the engineering which is due Oct 2. Also opening for the Dock repair will take place on this same day.

Attached you will see a quote for a re-built fish grinder replacement. The grinder heads are worn out on the current one, and has outlived it's normal life expectancy by 5 or more years according to the manufacturer.

Concrete repairs will take place at marina and Channel Lane Park in the coming month. There are two trip hazards that have had a couple of complaints and need to be addressed for safety issues.

Community Foundation is now signed on to receive donations for the Park improvement project. Steve Bass made the opening contribution of \$500. We have had a couple of inquiries from citizens and


Groups as to how they could contribute to this program. Now we have a conduit to receive funds earmarked for it.

#### LEAF PICK UP

We will formulate a schedule as we get closer to more leaves falling. This schedule will be posted at village Hall, and also on our website. Citizens will be encouraged and directed to these schedules so they can timely plan their yard cleanups in the same manor we have scheduled to collect the entire village leaves. Weather and essential services by our crews could cause some delays.

I am requesting a Services Committee meeting, on the 18<sup>th</sup> of September, this date works for our engineer, we have some street improvement updates to cover, Water & Sewer Rates, and further street planning. Ordinances Committee should plan to meet in the coming weeks as well, we need to discuss a "Right of Way" ordinance and clarification of a couple others. Building and Grounds will need to meet as well with regard to Marina Bids after the 2ed of October.

Respectfully Submitted,

  
Christopher Brown  
Village Manager

**Pentwater Police Department  
Activity Report  
August 2017**

Synopsis

August was a very busy month in the Village. We received 76 calls for service.

I will be unable to attend the September and October Council meetings, but as always I'm available to answer questions. I have a teaching commitment in Grand Rapids on those nights.

Activity Highlight

On 8-4-17 Officers arrested a female subject following a traffic stop on West Monroe Road. The driver was observed driving erratically on Sixth Street. The driver was lodged at Oceana County Jail.

On 8-4-17 Officers took a report of an attempted burglary in the 500 block of North Hancock. A male subject was seen attempting to gain entry by custodial staff. The suspect fled in a car. The incident was not reported until the following morning. The case remains open.

On 8-12-17 Officers ticketed a Mason County man for careless driving following a traffic stop on Sixth Street near South Hancock. The suspect was observed doing wheelies on his motorcycle down Carroll Street.

On 8-12-17 Officers investigating a tip regarding juvenile activity located two juvenile subject coming out of a residence carrying suspected marijuana after they had been drinking. Following an investigation one male subject was ticketed for MIP. Additionally warrants are being requested. The case remains under investigation.

On 8-17-17 Officers took a report of harassment and stalking near in the 200 block of North Cambell Road. The case is open pending any further action.

On 8-20-17 Officers responded to a report of a missing kayaker on Pentwater Lake. The suspect was quickly located.

On 8-26-17 Officers responded to a disturbance at the Pentwater Municipal Marina. The incident arose over parking. No arrests were made.



Ongoing Efforts

Officers are continuing to work on enforcing a clean-up order in the 300 block of Third Street later this month. Efforts are continuing.

Respectfully submitted,  
Chief Laude Hartum

Pentwater Police Department – Activity Detail

<b>Complaints</b>	<b>Totals</b>
Animal Complaint	3
Assists	7
Breaking and Entering	1
City Ordinance	1
Complaints	1
Controlled Substances	3
Disturbance	3
Found Property	6
Fraud	1
Harassment	2
Hit and Run	1
Larceny	3
Lost Property	1
Medical Assists	7
MDOP	1
Marine Patrol	3
Malicious Destruction of Property	1
Motor Assist	2
Noise Complaints	1
Property Damage Accidents	3
Reckless Driver	1
Stray/Barking Dog	4
Suspicious Situations	2
Traffic Stops	16
Well Being Checks	2
<b>Total</b>	<b>76</b>

Tickets

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

<b>Dog Running at Large</b>	<b>1</b>
<b>OWI</b>	<b>1</b>
<b>Careless Driving</b>	<b>1</b>
<b>Total</b>	<b>3</b>

## Pentwater Municipal Marina Report

August 2017

To: Pentwater Village Council

Pentwater Village Manager Chris Brown

Boating the month of August was good for the Marina, we had several nights that all of the slips were full. The Charter boats were busy even when the fishing was down in numbers.

The Launch Ramp was busy with fishing boats in the morning and pleasure boaters in the afternoons. The Launch Ramp is going to need some repairs on a board that is giving away.

The high water levels has taken away four slips on the north end of the Marina and some days six slips have been under water.

The fish grinder has been plugged up many times this year and is going to need some repairs during the off season.

Respectfully Submitted



Dick Hutchings  
Marina Manager



## 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, August 2, 2017 18:19

Meeting Location: Pentwater Fire Department

Call to Order

---

- I. Reading and Approval of Minutes
  - a. Minutes from 7/5/17
- II. Reports of Officers
  - a. Treasurer Raymond Hasil- balance is \$148,148.64. 34% spent.
- III. Old Business
  - a. Respirator evaluations- completed forms need to be returned
  - b. Homecoming fireworks coming up
- IV. New Business
  - a. Firefighter candidate Scott Domin was interviewed. A motion by Terry Cluchey to have candidate Scott Domin continue with the hiring process was seconded by Paul Smith. Vote was unanimous, motion approved.
- V. Training
  - a. CPR re-certification is tonight.
- VI. Discussion on Last Month's Calls
  - a. There were 6 fire and 31 medical calls for service for July
- VII. Public Comment (held to two (2) minutes on all issues)
- VIII. Adjourn- a motion to adjourn by Terry Cluchey was seconded by Paul Smith. Vote was unanimous, motion approved.

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, August 2, 2017 19:00

Meeting Location: Pentwater Fire Department

Call to Order

---

- I. Pledge of Allegiance
- II. Reading and Approval of Minutes
  - a. Minutes from 7/5/17
- III. Reports of Officers
  - a. Treasurer Raymond Hasil- balance is \$148,148.64. 34% spent.
- IV. Old Business
  - a. Respirator evaluations- completed forms need to be returned.
- V. New Business
  - a. New firefighter candidate Scott Domin was introduced to the department. Scott is an employee of Life EMS and lives in the Smith Corners area. He has 6 year of experience with Fountain Fire Dept and 4 years with Walkerville Area Fire & Rescue. Scott will continue with the PFD hiring process.
- VI. Training
  - a. CPR re-certification is tonight. Our current certifications expire on 10/7/17.
- VII. Discussion on Last Month's Calls
  - a. There were 6 fire and 31 medical calls for service for July
- VIII. Public Comment (held to two (2) minutes on all issues)
- IX. Adjourn- a motion by Pat Ruggles was seconded by Joe Malburg. Vote was unanimous, motion approved.

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 Agenda

---

Meeting Date: Wednesday, September 6, 2017 19:00

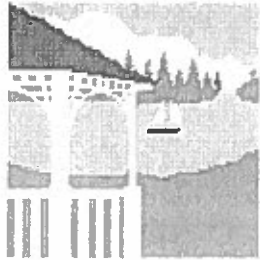
Meeting Location: Pentwater Fire Department

Call to Order

---

- I. Pledge of Allegiance
- II. Reading and Approval of Minutes
  - a. Minutes from 8/2/17
- III. Reports of Officers
  - a. Treasurer Raymond Hasil
- IV. Old Business
  - a. Department pictures are tonight
  - b. Respirator evaluations- completed forms need to be returned
- V. New Business
  - a. Village water tower will be out of service for maintenance
  - b. The ICS-300 and ICS-400 schedule for fall have been cancelled
  - c. Road closures
- VI. Training
  - a. There is a mutual aid tanker course on Friday 9/22 followed by a full-scale wildfire exercise on Saturday 9/23. Both are at Lilley Township Fire Department in Bitely.
  - b. MFR training will be hosted by Oceana EMS and is planned for Saturdays in January and February.
- VII. Discussion on Last Month's Calls
  - a. There were 5 fire and 33 medical calls for service for August
- VIII. Public Comment (held to two (2) minutes on all issues)
- IX. Adjourn

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**

**September 5, 2017**

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

### **Code Enforcement**

Nothing outstanding at this time.

### **Planning Commission**

The Planning Commission met on August 23 to discuss a sub-area plan for Downtown Pentwater, which would primarily review existing and proposed land use in the downtown area and the barriers to development within the Zoning Ordinance. The Downtown Pentwater Plan will also be informed by the prior Small Harbor Plan, Pentwater Branding effort, and the Pentwater Design - Streetscape presentation prepared by Steve Bass. For more information regarding the Planning Commission and their upcoming work to the Master Plan and Zoning Ordinance, please see the attached memorandums from me to the Planning Commission. These memorandums frame the major issues associated with the discussion we have been having since February of 2017.

The Pentwater Design presentation will also be presented in a public meeting to take place at the Friendship Center, September 26, 2017 at 6:30 pm. We will also take that opportunity to announce the Pentwater Design as a collaboration of the Pentwater Village Planning Commission, Pentwater Downtown Development Authority and the Building & Grounds Committee of the Village Council.

To complete the master plan amendment and the related zoning ordinance revisions, Staff has also requested the assistance of Attorney Mark Van Allsburg from the firm of Mika Meyers in Grand Rapids.

### **Zoning Board of Appeals**

The Zoning Board of Appeals did not meet in August. The ZBA is considering a minor change in its bylaws to reduce the number of members from 7 to 5 and plans to meet again September 6 to discuss the proposed change.

## **Zoning Permits**

The following Zoning Permits were issued in August, 2017.

1. 495 Wythe for an 88 sq. ft. addition.
2. 225 N. Hancock to demolish the existing garage and build a new one.

Sincerely,

*Keith J. Edwards*

Keith Edwards  
Zoning Administrator



## MEMORANDUM

To: Village of Pentwater Planning Commission

From: Keith Edwards, Zoning Administrator

Date: February 14, 2017

**Subject: Game Plan for Zoning Ordinance Amendments**

---

Previously, Sara Bizon and I have chatted about amendments to the Pentwater Community Zoning Ordinance because of the problems that we had documented over the course of our tenure. There are simple typographical errors, formatting and publishing errors (such as wrong footnotes and page numbers) to correct as well as some more complicated issues to discuss. Below is a short list of the major issues:

1. Nonresidential uses in residential districts,
2. Review of principal uses, i.e. more than one principal use building on a lot or parcel,
3. Review of accessory buildings on lakefront lots,
4. Attached and detached accessory buildings,
5. Averaging front (including lakeside) setbacks,
6. Definitions including setbacks, yards, dwelling units, family, buildings and structures, retail, commercial, road side stand, temporary uses, enclosed and attached structures, waterfront, shoreline, riparian and littoral,
7. Consideration for defining certain uses like restaurants, open air businesses, food trucks, drive-throughs, micro-breweries, etc.
8. Outdoor storage as it relates to RVs and camping.
9. Outdoor storage of materials as it may conflict with the International Property Maintenance Code,
10. Site plan review requirements and standards for plot plans submitted for zoning permits, and,
11. Interpretations.

Thus, my draft game plan is this:

1. Fix the typos, formatting and publishing errors;
2. Fix the obvious problems with Chapter 2 – Definitions and Chapter 3 – General Provisions, these two chapters go together like peanut butter and jelly, one without the other is not a PBJ sandwich.
3. Review the permitted and special use categories in each of the zoning districts like the Single Family Residential, Multiple Family Residential and Waterfront Zoning Districts. The Waterfront District should be considered as an overlay district rather than its own district in my opinion, and it should be mapped.

4. We should review the General Business and Central Business Districts next especially considering the permitted and special land use sections of those chapters. We should probably review the parking and sign regulations along with these districts.
5. I would like to review the Hotel Resort and Residential Office Districts next as these two are sort of specialty districts. I would like to review them in their similarities and differences to the Residential and Commercial Districts as well as review the Zoning Map with regard to their designations.
6. Next, I would like to review Chapters 14, 15 and 16 with a critical eye on general standards for site plans, general and use specific standards for special land uses, and review the ins and outs of PUDs as a zoning districts vs an overlay in any district.

I would like to discuss the above outline with the PC, make any tweaks necessary and then begin working specifically on item 1 above for our next meeting.

I also would like to talk with the Village Manager about funding for revised mapping, which I cannot do in-house.

## MEMORANDUM

To: Village of Pentwater Planning Commission  
From: Keith Edwards, Zoning Administrator  
Date: July 18, 2017  
Subject: Discussion of Residential Uses in the C3 – Central Business District - leading to a Review of the Master Plan and Zoning Ordinance

---

### Introduction

Since we started our review of the Master Plan and Zoning Ordinance and I have seen some proposed projects and ideas for projects which have brought my attention to some of the limitations on development, redevelopment, infill and improvement projects that are running into barriers with the Zoning Ordinance.

One of those issues is barriers to residential uses in the C3 – Central Business District. As you might guess, this issue stated to come about with the idea of changing the use of the second floor of the Hancock Building to all residential use from a combination of commercial and residential uses.

### Background

Within the current Zoning Ordinance, which was originally adopted in July of 1999, it appears that the Zoning Ordinance discourages downtown residential within the C3, Central Business District. Perhaps this is in response to some development that was occurring or was constructed, or took place prior to the 1999 Ordinance, for this question I will rely on the memory of Planning Commissioners.

The 2015 Update to the Pentwater Village Master Plan provides the following Design Guidelines for Residential uses in the Business District:

- “Limited mixed-use scale in the downtown business district with second- and third-floor apartments / condominium units will provide a mixture of housing types to augment available housing options currently available in the Village. These units will be limited in size and scale in relation to the existing and historic structures of the Village and the height limits outlined in the Zoning Ordinance.” (p. 34)
- “Downtown land use should ensure that retail development is concentrated on Hancock and office services are directed to side streets off Hancock. Residential Development should be considered as an accessory use to commercial uses in this district.” (p. 36)

### Discussion

I was surprised to learn that the Master Plan and Zoning Ordinance seems to discourage residential uses in “downtown” Pentwater, yet not too surprised. Such bias in favor of keeping these uses out of downtown is customarily a relic of the late 1950’s through the 1970’s. Since 1980, there has been a resurgence in Planning Principles reversing those trends toward creating incentives for people to reside

downtown. This movement began with “New Urbanism” in the late 1980’s, has continued under buzz words like Smart Growth and most recently “Sustainable Cities or Cool Cities”

There are two specific barriers that have presented themselves with regard to the idea of providing for residential uses, one is the requirement for off-street/on-site parking and the other is that residential uses in the C3 District are special land uses rather than allowed by right and furthermore, can only be accessory to the commercial uses on the floor below. Being accessory means that there is a relationship between the business on the first floor and the resident(s) above. According to our Zoning Ordinance, the term Accessory Use means “a use naturally and normally incidental and subordinate to, and devoted exclusively to the main use of the land or building” (Section 2.02). So, the idea would be that the resident is in some way associated or affiliated with the business below. Certainly, this provision is not manageable from a practical sense for continued zoning compliance. The requirement for off-street / on-site parking is also problematic especially in a built environment where you are trying to fill dark second or third floor spaces with residents. The way the parking requirements are written, Section 17.02, residential parking must be on site and cannot be off-site within a certain distance (i.e. 300 ft. or 500 ft., etc.) within the C3 District.

These items must be reviewed if the Village is willing to consider allowing and promoting downtown residential uses in existing buildings and provide for future development including senior housing.

#### **Further Review**

Over the last few months I have been reviewing the 2015 master Plan Update, Small Harbors Plan, and the Zoning Ordinance and found several items that are necessary for Planning Commission discussion including:

1. I am somewhat in disagreement with certain items in the Zoning Plan (Chapter 5) and Implementation Table (Chapter 6) in the Master Plan, including, but not limited to: Elimination of the C-1 General Commercial District in favor of putting all of the C1 properties into the C3, General Business District without consideration for the differences between what these districts allow for;
2. I think we should discuss some of the goals of the Master Plan as it relates to certain portions of the community especially the commercial districts and use of the PUD tools provided by the Michigan Zoning Enabling Act.
3. We should probably consider a major revision to the Zoning Ordinance to address many of the minor issues that Sara Bizon and I discovered as well as why our Zoning Ordinance does not allow for Marinas, for which there are special land use requirements, but no district to call home.
4. In addition to text amendments, we should also consider some Zoning Map changes including those listed in the Chapter 5 and 6 of the Master Plan and perhaps some new ideas.

#### **Next Steps**

I have asked the Village Manager and talked with the Village Clerk/Treasurer about my desire to hire an attorney specifically to work on the Zoning Ordinance. Thus, the Village Council will be considering such a proposal at their August meeting. Once the attorney is in place we can put together a work plan for reviewing the Master Plan and Zoning Ordinance.

I have attached the Zoning Plan and Implementation Chapters from our Master Plan for your review. I also will prepare an outline of the issues raised by my review of the Master Plan for discussion at a future meeting.

## Memorandum

To: Village of Pentwater Planning Commission  
From: Keith Edwards, Zoning Administrator  
Date: August 18, 2017  
Subject: **Old Business for the August 23, 2017 Planning Commission Meeting**

---

I have been considering a strategy that would address the following efforts into a comprehensive and efficient plan for the future of Downtown Pentwater:

- A. The new Pentwater Design Streetscape and Public Property Design prepared by Steve Bass;
- B. Existing and future land uses and zoning regulations in Downtown Pentwater;
- C. The Small Harbors planning effort; and,
- D. An effort to create a Pentwater brand.

Over the last 6 months or so, I have had a chance to take a cursory review of the above efforts and the existing Master Plan. I have also been working with the Zoning Ordinance and had some opportunities to chat with some village residents, business owners, Planning Commissioners, Village Councilors and Staff including both the former and present Village Manager. In consideration of the above and factors like limited resources including time and money I think that all of these efforts including what I have gathered from chatting with folks really points to the creation of a Sub-Area plan for Downtown Pentwater to become a part of the Village Master Plan. It seems like there has been a great deal of effort completed, all targeted toward the same geographic area, Downtown Pentwater and the Waterfront, which to me are inextricably linked.

Beyond the opportunity for just another planning effort, there is also an opportunity for the Planning Commission to be the hub for implementing projects to achieve the plan's goals. Thus, what I hope to be discussing with the Planning Commission next week is an outline for the contents of the Sub-Area Plan and the formation of sub-committees led by members of the Planning Commission and populated by other members of the community to commence this fall and winter.

So, to get us started, I am suggesting the Planning Commission review and discuss the rough outline for the Downtown Pentwater Sub-Area Plan to get the discussion rolling, and I will be spelling out the necessary procedures in accordance with the Michigan Planning Enabling Act at the meeting, should the Planning Commission wish to pursue the Downtown Pentwater Plan and formation of sub-committees. I would like to have a more developed outline ready for our September meeting which is also presented in another memorandum in your August meeting packet. It is not necessary to "wait" until the Sub-Area Plan is finished in order to begin forming committees and conducting some preliminary work. I will explain at the meeting.

## **Downtown Pentwater Sub-Area Plan Outline**

### **A. Introduction**

- a. Purpose
- b. Determine Geographic Area (including waterfront)
- c. Develop Goals
  - i. Waterfront Community
  - ii. Garden Community
  - iii. Arts Community
  - iv. Historic Heritage
  - v. Economy
  - vi. Branding

### **B. SWOT(B) Analysis**

- a. Inventory and Review
  - i. Assets
  - ii. Existing Land Use and Proposed Land Use Map
  - iii. Existing Zoning Map
  - iv. Existing Zoning District Regulations
  
- b. Develop SWOT(B)
  - i. Strengths
  - ii. Weaknesses
  - iii. Opportunities
  - iv. Threats (Barriers)

### **C. Propose Changes and Projects**

- a. Land Use Map
- b. Zoning Map
- c. Zoning District Regulations
- d. Infrastructure Improvements including Streetscape and Public Property, etc.

### **D. Strategies for Overcoming Barriers: Implementing Change, Completing Projects and Reaching Goals**

- a. Develop Project List and Assign Responsibility to Subcommittees
  - i. Amend Master Plan Text and Future Land Use Map
  - ii. Amend Zoning Regulations and Map
  - iii. Branding, Marketing and Advertising
  - iv. Develop Downtown Design Guidelines, i.e. facades, signs, redevelopment, etc.
  - v. Develop Site Specific work plans including costs timelines for specific projects such as:

1. Hancock Streetscape – Trees, Sidewalk, Lighting, Landscaping, Furniture and Seasonal Decorations.
2. Fish Station
3. Bell Park
4. Shopper's Dock
5. Water Tower Park
6. Other site projects like:
  - a. Village Green Amenities
  - b. Waterfront and Marina Amenities
  - c. Etc.
7. Other Infrastructure Improvements like:
  - a. Complete Streets,
  - b. Storm Water Management and Infrastructure
  - c. Sanitary Sewer Capacity and Transmission
  - d. Municipal Water Supply Volume and Pressure, etc.

**E. Evaluate and Revise above as necessary**

At this time, I hope to work with the Planning Commission to further develop the outline above and begin forming subcommittees to begin background work on some of the projects that are supported by the existing Master Plan. I look forward to a lively discussion next week.



Village of Pentwater  
Building and Grounds Committee  
Meeting Minutes August 25, 2017

Chair Michelle Angell-Powell called the meeting to order at 1:01 PM followed by the Pledge of Allegiance.

Present: Chair, Michelle Angell-Powell and Jared Griffis.

Absent: Peter Dunlap

Also Present: Village Manager Chris Brown, and Deputy Clerk/Treasurer Barb Siok.

ZBA Keith Edwards spoke about the Planning Commission meeting scheduled at the Pentwater Friendship Center on September 26, 2017 at 5:30 PM followed by a design presentation at 6:30PM. Keith said the proposed project involves public property and includes the Buildings and Grounds Committee, DDA and the Planning Commission. Village Manager Chris Brown talked about one of the projects for the north and south village entrances that has begun and work that needs to be done before the gazebos are installed. Discussion followed.

Keith said there has been discussion of putting proposed projects of the streetscape design presentation into the master plan to seek grants. He said the Planning Commission would like to make an announcement at the meeting that there's a three way cooperative effort partnership of the DDA and Planning Commission led by the Buildings and Grounds Committee to move forward. He said the Oceana Community Foundation has agreed to be the fiduciary agent for the Pentwater Streetscape project. Michelle Angell-Powell said that a downtown fund has been opened. Discussion followed.

**Motion** that the Buildings and Grounds Committee will lead the streetscape movement in partnership with the DDA and Planning Commission by Michelle Angell-Powell, second by Jared Griffis. Voice vote. All Ayes. Nays: None. Motion passed.

Michelle said that she spoke with Ken Adams regarding rain water run-off into the Friendship Center and is waiting for a follow up and price. Michelle suggested a walk around the village and marina in the fall to make a list of needed updates, repairs and maintenance.

The meeting was adjourned at 1:28 PM.

Respectfully Submitted,

Deputy Clerk/Treasurer, Barbara Siok



# VILLAGE OF PENTWATER

## Planning Commission

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

### Regular Meeting Minutes – July 19, 2017

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

#### ROLL CALL

**Present:** Ron Christians, Michelle Angell-Powell, Mark Benner & Paul Anderson

**Absent:** Bruce Koorndyk & Kirstin McDonough

**Staff Present:** Keith Edwards, Zoning Administrator

#### APPROVAL OF AGENDA

Motion by Anderson, second by Angell-Powell to approve the Agenda as presented.

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

#### APPROVAL OF REGULAR MINUTES

Motion by Anderson, second by Benner to approve the June 21, 2017 regular meeting minutes as presented.

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

#### PUBLIC COMMENTS ON AGENDA ITEMS – None

#### PUBLIC COMMENTS ON NONAGENDA ITEMS - None

#### COMMITTEE/DEPARTMENT REPORTS

##### A. Zoning Administrator

Mr. Edwards referred to his written report which was accepted by the Planning Commission.

##### B. Zoning Board of Appeals

No meeting in July, No report. The next ZBA meeting is scheduled for September 6 at 7 pm.

#### OLD BUSINESS - None

#### NEW BUSINESS

##### A. Proposed Lot Split – 240 Sand Street

Mr. Edwards reviewed his written report which stated that the proposed division of 240 Sands into two lots met the Zoning Ordinance requirements and he recommended the Planning Commission recommended approval to the Village Council. Upon review of the application and survey submitted, the Planning Commission agreed with Staff's report.

**Motion** by Angell-Powell, second by Anderson to recommend to the Village Council, approval of the proposed lot split of 240 Sand Street.

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

**B.        Presentation of a Streetscape Design Concept**

Created by Steve Bass and presented by Keith Edwards. Mr. Edwards narrated the 73 slide presentation for the Planning Commission and small audience comprised of Jeff Hodges, Village President, Chris Brown, Village Manager, and Barry and Susan Monroe, members of the Hancock Building Condominium Association. Planning Commissioners were presented with a Streetscape Design Concept with 3D computer graphics and text prepared by Steve Bass a Pentwater Citizen and Professional Designer. The deck of conceptual designs includes seven projects along Hancock Street (Bus. US-31) including two landscape designs for the entrances to the Village along Monroe and Hancock Streets, part of US Business 31. The presentation was given a warm reception by all and the Planning Commission will consider adding the ideas as a sub-area plan to the Village Master Plan.

**C.        Discussion of Residential uses in the C3 - Central Business District**

Edwards presented highlights from his written report dated July 18, 2017. The report states specific barriers in the Zoning Ordinance to promoting downtown residential uses, and raised concerns about other facets of land use and regulation in the C3 and C1 Commercial Districts. The report also alludes to some conflicts with the 2015 Master Plan Update, Zoning and the potential for accommodating uses on upper floors of existing buildings and providing for all types of senior housing. Lastly, use of the Planned Unit Development overlay as a Zoning tool was introduced. Mr. Edwards will return to the next meeting with some specific changes proposed for the Zoning Ordinance and Master Plan. The Village Council will also be considering hiring an attorney specialized in zoning matters to assist the Village and Mr. Edwards with these revisions.

**D.        Planning Commission Meeting Schedule**

Mr. Edwards will be attending a training session on August 16, 2017, which is the next regularly scheduled Planning Commission meeting and at least two other members would not be able to meet on August 16. Some suggestions for altering the 2018 meeting schedule were also discussed and will be brought up again at this fall.

**Motion** by Benner, second by Angell-Powell to reschedule the August 16 meeting to August 23, 2017.

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

**PUBLIC COMMENTS**

Barry Monroe informed the Planning Commission that he was appreciative of the Planning Commission's desire to review the barriers to residential use of the upper stories of existing buildings in the C3, Central Business District.

**COMMUNICATIONS FROM PLANNING COMMISSION MEMBERS - None**

None.

**ADJOURNMENT**

Christians adjourned the meeting at 8:45 p.m.

Respectfully Submitted,

\_\_\_\_\_  
Keith Edwards  
Zoning Administrator

July 21, 2017  
Date

Approved by the Village of Pentwater Planning Commission on \_\_\_\_\_

# PRINCE & MONTON, PLC

ATTORNEYS AT LAW

James R. Prince  
Brian J. Monton

127 State Street, Hart, Michigan 49420  
Telephone (231) 873-3892 • Facsimile (231) 873-2798  
Email: info@princeandmonton.com

August 31, 2017

RECEIVED

SEP 5 2017

Mr. Barry Monroe  
Hancock Building Condominium Association  
P.O. Box 964  
Pentwater, MI 49449

Village of Pentwater  
By: [Signature]

Re: Village of Pentwater and Hancock Building Condominium Property Swap

Dear Mr. Monroe:

As you may be aware, I am the Pentwater Village Attorney, and this letter concerns the proposed property swap between the Hancock Building Condominium ("HBC") and the Village of Pentwater (the "Village"). The August 3, 2017 Proposal that you submitted to the Village requires some clarifications and modifications. I have had the opportunity to sit down and discuss this matter with the Village Manager in an effort to arrive at an equitable outcome for both parties.

Conditioned on the approval of the Village Council, the Village proposes the following general resolution to this matter:

1. HBC shall convey the following property to the Village in fee simple absolute by warranty deed:

a. The south 18" of the HBC property adjacent to the Village property commonly known as the Village Green. Said property is 18" X 131'6" and consists of approximately 197.25 square feet. Said property is legally described as:

Part of Lot One (1), Block Five, Plat of the village of Pentwater, more particularly described as commencing at the Northeast corner of said Lot 1, thence south along the east boundary of Lot 1 54.14 feet to the point of beginning, thence 1.5' feet south along the east boundary of Lot 1, thence 131.50' due east, thence 1.5' due north, thence 131.50' east to the point of beginning.

b. The north 20" of the HBC property adjacent to Second Street. Said property is 20" X 131'6" and consists of approximately 219.16 square feet. Said property is legally described as:

Part of Lot One (1), Block Five, Plat of the village of Pentwater, more particularly described

## PRINCE & MONTON, PLC

Mr. Barry Monroe  
Re: Village of Pentwater and Hancock Building  
Condominium Property Swap  
August 31, 2017

---

as commencing at the Northeast corner of said Lot 1 as the point of beginning, thence South 89°57'57" West 131.50', thence due South 1'8", thence due East 131.50' to the east boundary of Lot 1, thence due north along the east boundary of Lot 1 1'8" to the point of beginning.

2. As evidence of title, HBC agrees to furnish the Village with a commitment for title insurance issued by a national title insurance company acceptable to the Village insuring marketable title to the above described property to the Village.
3. HBC shall grant a revocable license to the Village for the continued public use of the property south of the current HBC building and north property described in paragraph 1(a) above. Said property consists of an area 10'2 5/8" X 131'6". The license shall be revocable only upon the development of the described property by HBC such that the continued use by the public would become undesirable or impractical. The Village agrees to maintain said property during the duration of the license in its present condition.
4. The Village and HBC shall enter into a public right-of-way encroachment agreement to permit the construction of a balcony appurtenant to the second floor units on the north side of HBC as depicted in the purposed site plan.
5. The Village shall convey the following property to HBC in fee simple absolute by warranty deed:
  - a. The portion property between the west boundary of the HBC property and the existing fence more particularly described as:

Part of Lot One (1), Block Five, Plat of the village of Pentwater, more particularly described as commencing at the Northeast corner of said Lot 1, thence South 89°57'57" West 131.50', thence 1'8" south to the point of beginning, thence 10.0' due west, thence 49' 9 5/8" due south, thence approximately 10.0' due east; thence 49' 9 5/8" due north to the point of beginning.
6. The descriptions of the properties to be transferred between the parties are derived from a site plan sketch. HBC shall obtain, at its sole expense, a survey to accurately describe the properties to be exchanged.
7. The parties shall enter into a 5 year parking agreement whereby HBC is granted the right to develop and use four new parking spaces in the green space on Second Street adjacent to the Village Green as depicted in the proposed site plan. In exchange, with respect to the Village's

## PRINCE & MONTON, PLC

Mr. Barry Monroe  
Re: Village of Pentwater and Hancock Building  
Condominium Property Swap  
August 31, 2017

---

ownership of Unit 1C and 10% of all general common elements of HBC, the Village shall be exempt from any obligations with respect to any general or special assessments and fees for capital improvements during the term of the parking agreement. Furthermore, the Village shall received a discounted regular dues rate equal to one-half of the dues for the term of the parking agreement. The Village shall relinquish its voting rights associated with its ownership in HBC for the term of the agreement.

8. HBC shall amend its master deed to the extent necessary to effectuate the agreements cited above.
9. A proposed site plan reflecting the terms of this proposal is attached hereto as **Exhibit A**.
10. HBC shall bear the costs of preparing the documents necessary to effectuate the general terms of this proposal.

Obviously, two things need to happen before the Village and HBC move forward on this matter. One, the Village Council will need to approve the general terms of this proposal. Second, HBC will need to approve it in a manner that comports with the condominium documents. If you are in general agreement with the terms of this proposal, please let myself or the Village Manager know so that this matter can be put before the Village Council without undue delay. Thank you for your consideration on this matter.

Very truly yours,

**PRINCE & MONTON, PLC**

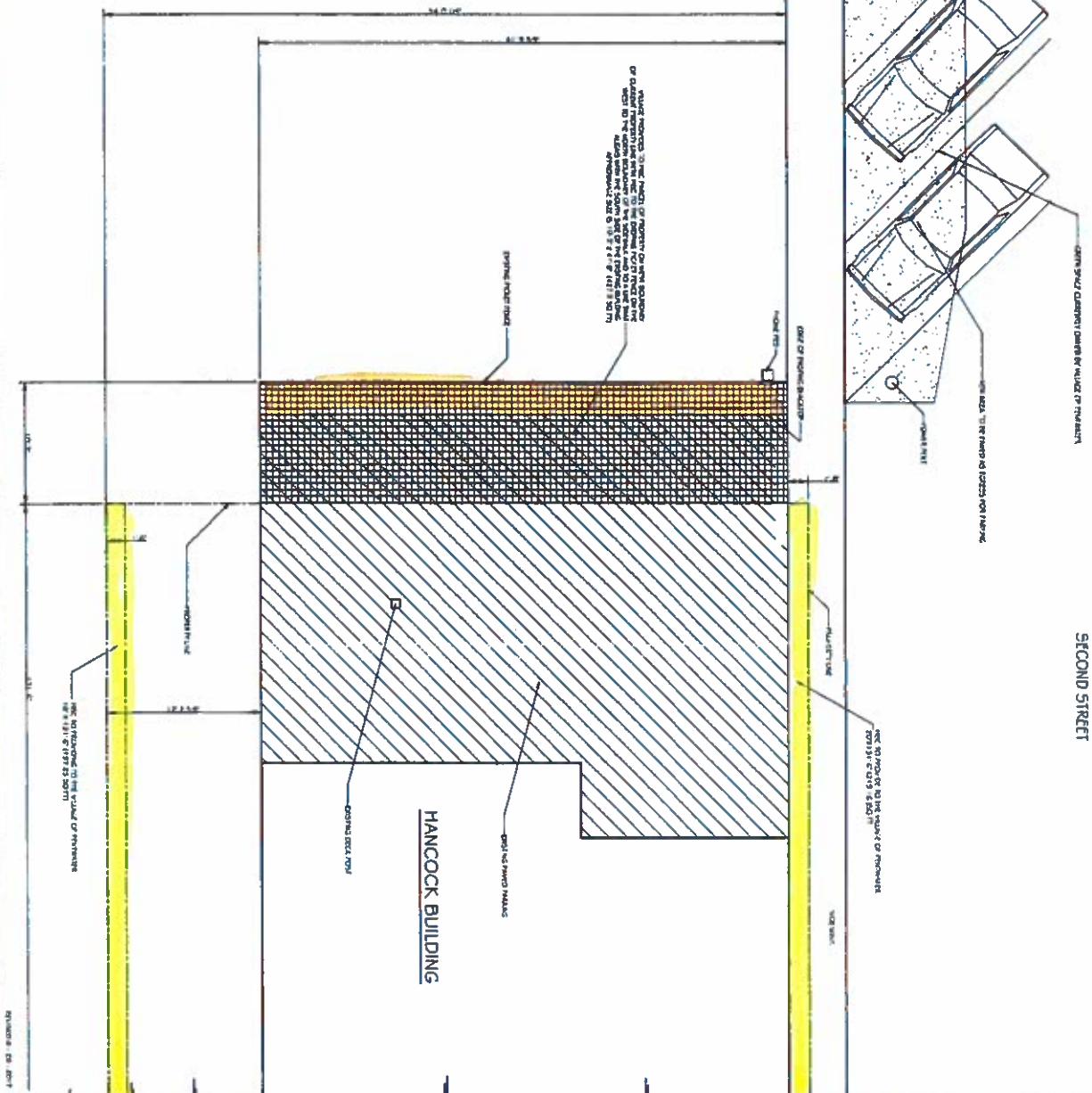


Brian J. Monton  
BJM:hjr

Enclosure  
cc: client

EXHIBIT A

NORTH  
 ↑  
 SITE PLAN



PLANT PROPOSED TO THE NORTH OF PROPERTY OF HANCOCK BUILDING ASSOCIATION. THIS PROPERTY IS TO BE USED FOR THE STORAGE OF VEHICLES AND TRAILERS. THE PROPOSED PLANT IS TO BE LOCATED ON THE NORTH SIDE OF THE PROPERTY. THE PROPOSED PLANT IS TO BE LOCATED ON THE NORTH SIDE OF THE PROPERTY. THE PROPOSED PLANT IS TO BE LOCATED ON THE NORTH SIDE OF THE PROPERTY.

SPRING ROAD

SECOND STREET

HANCOCK BUILDING

NOT TO SCALE TO THE SOUTH

NOT TO SCALE TO THE SOUTH

HANCOCK BUILDING ASSOCIATION

Robert J. Shiphany Designer / Builder  
 5389 North Ridge Road Petoskey, Michigan 49759 231-869-4107



Aug 28, 2017, BM

## Proposal

### Parking Agreement between HBC and Village of Pentwater

HBC proposes Village of Pentwater and HBC enter into a five to seven year agreement to create parking space on Second Street adjacent to the HBC for use by HBC to meet Village Parking requirements for two new (converted) condominium spaces within HBC. Property proposed is the green space currently owned by the Village, but not developed for parking.

#### Proposal

- Agreement is for 5-7 years. Reviewed and potentially renewable at the end of the agreed to time period.
- HBC improves entire green space adjacent to HBC and north of sidewalk adjacent to Second Street. This will create a minimum of four and a maximum of five new parking spaces. The spaces will be constructed and striped to match the existing asphalt in accordance to Zoning ordinance standards for parking space and Village Standards for street construction, (if any).
- Village provides agreement for exclusive use of a portion of the improved parking for the use of HBC 2<sup>nd</sup> floor residential condominium units currently designated as 2G, 2F and 2H sufficient to meet Village Zoning requirements.
- Village retains additional improved parking spaces for their exclusive use and designation.
- HBC provides Village the following:
  - Waiver of any general assessments for capital improvement during the term of the agreement
  - An ongoing annual fee structure equal to 50% of the allocated association dues for the term of the agreement
  - New fee structure begins 1-1-18
- Village relinquishes Association voting rights and assumes responsibility for utilities, liability insurance, loss/theft insurance and maintenance of interior space, awning, entry doors and any other expenses typically associated with the cost of ownership.

## Proposal

### Proposal for property Exchange between Village of Pentwater and Hancock Building Condominium

The Hancock Building Condominium proposes to the Village of Pentwater an exchange of property adjacent to the Hancock Building and the Village Green to facilitate cleaning up of property boundaries and clarification of parking currently being used by the Hancock Building.

#### Proposal Elements:

- Hancock Building Condominium proposes to provide the Village of Pentwater:
  - 18" of land on the southern boundary of the Hancock Building and adjacent to the Village Green. Property size is 18" wide by 131'6" long (197.25 ft sq)
  - 20" of land on the North side of the Hancock Building on which the current Village Sidewalk exists. Property size is 20" wide by 131' 6" long (219.16 ft sq)
  - Total square footage offered by HBC is 416.41 square feet
  - The HBC has historically allowed the Village use of its property on the south boundary of the Hancock Building and adjacent to the Village Green. The HBC will allow continued use of a like nature by the Village of the remaining HBC property on the south side of the building. The HBC reserves full ownership rights with respect to this remaining property including but not limited to future development for use by HBC.
  - Hancock Building Association assumes the responsibility for costs associated with deed changes and filing
- Village, in return, provides to the HBC
  - Parcel of property on the west boundary of the current property line with HBC to the existing picket fence on the west to the north boundary of the sidewalk and to the existing South property line with the Hancock Building. Approximate size is 10' to the west by 41.75 feet to the south. Total square footage calculated at approximately 417.5 square feet. This parcel is currently and has historically been used for residential parking by the Hancock Building.
  - Village provides easement, license, variance (whatever the proper legal vehicle) to the HBC to add a balcony on the north side of the building which extends over the Village sidewalk and is supported vertically on the same plane as the existing railing on the north side of the Hancock Building.

Attorneys at Law

David R. Fernstrum  
Fredric N. Goldberg  
John H. Gretzinger  
Richard M. Wilson, Jr.  
Douglas A. Donnell<sup>4</sup>  
Daniel R. Kubiak  
Scott E. Dwyer  
William A. Horn<sup>5</sup>  
Mark A. Van Allsburg  
Neil L. Kimball  
George V. Saylor, III  
Elizabeth K. Bransdorfer

Randall L. Velzen  
John C. Arndts  
James F. Scales  
Ross A. Leisman  
Neil P. Jansen  
Andrea D. Crumback  
Daniel J. Parmeter, Jr.  
Mark E. Nettleton<sup>2</sup>  
Nathaniel R. Wolf  
Jennifer A. Puplava  
Benjamin A. Zainea  
Christopher D. Matthyse

Ronald M. Redick  
David S. Lefere  
Kimberly M. Large<sup>1</sup>  
Nikole L. Canute<sup>3</sup>  
Daniel J. Broxup  
Joshua D. Beard  
Bradley A. Fowler  
Michael J. Huff  
Benjamin C. Dilley  
Paige M. Szymanski

**Of Counsel**  
James R. Brown  
John M. DeVries  
Michael C. Haines  
James K. White  
Timothy J. Tomga  
Philip M. Idema  
David N. Keyser  
Stephen J. Mulder  
Scott S. Brinkmeyer  
Daniel J. Kozera, Jr.

**Also Admitted in**  
<sup>1</sup>Delaware  
<sup>2</sup>Illinois  
<sup>3</sup>New York  
<sup>4</sup>Ohio  
<sup>5</sup>Wisconsin

September 5, 2017

Chris Brown, Manager  
Village of Pentwater  
327 S. Hancock Street (BR 31)  
P. O. Box 622  
Pentwater, Michigan 49449

Keith Edwards, Zoning Administrator  
Village of Pentwater  
327 S. Hancock Street (BR 31)  
P. O. Box 622  
Pentwater, Michigan 49449

Re: Legal Services regarding Village Zoning Ordinance and Master Plan Issues

Dear Chris and Keith:

As a follow-up to my July 21, 2017 letter, you have provided me with three memos, dated February 14, 2017, July 18, 2017, and August 18, 2017. The memos outline issues that the Village wishes to address regarding its zoning ordinance and master plan. In the memos and in our separate conversations, you have indicated the Village may require an ordinance to separate and clarify the Village zoning ordinance as a stand-alone document from the prior Pentwater Community Zoning Ordinance; ordinances addressing residential uses in the downtown area; parking in the downtown area; ordinances to strengthen business interest in the Downtown Commercial district and to expand uses permitted in that area. Uses to be evaluated might include open air businesses, food trucks, possible drive-through services, micro-breweries, attracting alternative uses such as senior housing, and addressing requirements for different types of short and long term residential uses.

The memos mention improving the streetscape, façades and signage for the Downtown district; considering amenities such as a fish station, a shopper's dock, parks and various other things that could be improved and encouraged if creative provisions were added to the zoning ordinance and the master plan.

You have asked that we assist the Village by refining the directives that your committees identify, creating ordinance revisions and offering other suggestions, based on our firm's experience. We would be pleased to assist you in your efforts to enhance Village business opportunities, strengthen your residential uses in the Downtown district, and otherwise enhance the year-round vitality of the Village.

Chris Brown, Manager  
Keith Edwards, Zoning Administrator  
Village of Pentwater  
September 5, 2017  
Page 2

In my July 21, 2017 letter, I provided cost estimates for several of the ordinance revision items. I do not think it is necessary to have a wholesale re-write of the Village zoning ordinance or the master plan. There are many good provisions and provisions that people have come to rely upon contained in those ordinances. Instead, it is my suggestion that we identify and improve provisions which may be preventing the type of growth and vitality that the Village wishes to see, and offer new provisions that might improve that growth. Moreover, I recommend that the Village improve its escrow and cost recovery practices, to assist in the funding of some of these initiatives.

My sense is that over the next year our assistance with these zoning improvements might involve approximately \$10,000 in legal fees, but this amount could be adjusted to reflect the desires and financial abilities of the Village at this time.

Along the way, there are other items such as medical marijuana, issues raised by dockominiums and other issues that might arise in a zoning context. Mika Meyers would be happy to provide counsel and assistance as to any such issues. Medical marijuana is a topic that we have addressed with dozens of communities, and we can help the Village to respond in a cost effective manner, regardless of the response they intend. With respect to the zoning issues you have raised, we have undertaken similar projects in similar communities, including the Township of Pentwater as to some of the projects. We believe that our experience and knowledge can help the Village achieve its zoning goals in a creative, cost effective manner. We look forward to the opportunity to work with you.

Very truly yours,



Mark A. Van Allsburg

Direct Dial/Fax (616) 632-8039  
E-Mail [mvanallsburg@mikameyers.com](mailto:mvanallsburg@mikameyers.com)

dlo  
cc: Jeffrey Hodges, President  
Colleen Moser, Clerk/Treasurer  
*By E-mail Only*