

AGENDA

VILLAGE COUNCIL – REGULAR MEETING

JANUARY 09, 2022, at 6:00 P.M.

PARK PLACE MEETING CENTER @ 310 NORTH RUSH STREET

MEETING BROADCAST LINK

<https://us02web.zoom.us/j/87181637533?pwd=eEJpbWxZaC9ZZHpVeU5BLzVJRFF3Zz09>

Meeting ID: 871 8163 7533

Passcode: 763804

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. COUNCIL ROLL CALL

IV. PUBLIC COMMENTS (Items on the Agenda)

V. APPROVAL OF THE AGENDA

VI. APPROVAL OF THE CONSENT AGENDA

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.

- A. Approval of Minutes: Regular Council Meeting December 13, 2022, and Special Council Meeting December 20, 2022.
- B. Disbursements Village: Accounts Payable - \$133,324.51; Payroll - \$121,841.82.
- C. Disbursements from Township Fire Department: Accounts Payable: \$20,524.14.
- D. Commission & Board Reports: DDA.
- E. Requests for Village Property use:
 - 1. Village Green, Tacos for Trails, Claudia Ressel-Hodan, June 24th, 2023.

VII. ANNOUNCEMENTS

- A. Comments from the President.

VIII. CORRESPONDENCE

- o *Correspondence directed to the Village Clerk is received, filed, and emailed to the Village Council.*
None.

IX. DEPARTMENT REPORTS

- A. Village Manager - Chris Brown.
- B. Village Clerk/Treasurer - Rande Listerman.
- C. Police Chief - Laude Hartrum.
- D. Fire Chief - Jonathan Hughart.
- E. Zoning Administrator - Kate Anderson.

F. Rec. Director - Kate Anderson.

X. PUBLIC HEARING

None.

XI. COMMITTEE REPORTS

- A. Building & Grounds.
- B. Finances.
- C. Ordinances.
- D. Personnel.
- E. Planning/Economic Development.
- F. Services.

XII. UNFINISHED BUSINESS

- A. Utility Service Agreement with Pentwater Township.

XIII. NEW BUSINESS

- A. Village Council Meeting Procedural Rules.
- B. Purchase of New Dock for the Boat Launch.
- C. Transfer of Property for Water Wells.

XIV. PUBLIC COMMENTS

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

XV. COUNCIL COMMENTS

XVI. CLOSED SESSION

XVII. ADJOURNMENT



November 19, 2022

Dear Council,

The Friends of the Pentwater Hart Trail is happy to report that we continue to make steady progress on the planning for the Pentwater Hart Trail. The trail currently has a Conditional Commitment for 440,000 from Safe Routs to School in Hart which work to secure monthly. Additionally, this past November the Township agreed to be our applicant for the DNR spark grant and last August the Road Commission agreed to be our Transportation Alternative Grant Applicant. We also received a great boost from Women Who Care with a \$15,000 donation to our maintenance fund.

With this momentum, we are advancing awareness, making our fund raiser for future maintenance expected to be even more successful.

Attached is the request for the Village green. For our event Tacos & Trek for Trail annually the last Saturday in June- next year June 24, 2023. I also hope all Council members attend and enjoy. Thank You for your anticipated support and hope to see you there!

Sincerely,

Claudia Ressel-Hodan

Chair Pentwater Hart Trail



VILLAGE GREEN - 231 S. Hancock St. - USER AGREEMENT

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

2. **Please answer the following:** Tacos & Trek for Trail

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

B. Will anything be sold by anyone at this event? Yes

Tacos/ permotional items for Trail maintance fund.

If yes, what is being sold and by whom (name of entity/organization/individual)

Friends of the Pentwater Hart -Claudia Ressel-Hodan-Chair

C. Is there any type of fee charged to anyone to be present at or to participate in this event? Yes for trek No

If yes, who is receiving the fee? **Friends of the Pentwater Hart Trail**

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

E. Is ANY Alcohol involved? Yes No

If Yes, Explain: _____

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

3. Use ONLY scotch tape or painters' tape when putting up decorations. Use of nails, staples or glue are strictly prohibited for adhering anything to posts, walls or s or furniture. **Because of the underground sprinkling system, DO NOT PUT ANY TYPE of STAKES INTO THE GROUND.**
4. The behavior of all persons attending any event is the responsibility of the person and/or the sponsoring organization or entity (hereinafter "responsible parties") making the reservation. The responsible parties agree to insure that all guests behave in such a manner so as not to cause any damage to any persons or property on the premises or to interfere with the rights of neighboring property owners. By your signature on this document, you, the responsible person and sponsoring organization/entity reserving the park, assume the responsibility for any damage caused by your acts, the acts of any of your guests or any other third-party present at the Village Green during the period of reservation.

Friends of the Pentwater Hart Trail(FPHT)

5. To the fullest extent permitted by law _____ (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 FPHT *CRH* (RESPONSIBLE PARTY) or of FPHT *CRH* (RESPONSIBLE PARTY) consultants, subcontractors or suppliers, or agents, employees or servants of FPHT *CRH* (RESPONSIBLE PARTY)
- This indemnity provision shall include claims alleging or involving joint or comparative negligence.
6. The undersigned hereby acknowledge and agree 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: _____

Signature(s) of, and on behalf of, responsible parties: (X) *Claudia Ressel-Hodan*

Print Name of responsible party: Claudia Ressel-Hodan- Chair PHT

Type of Activity: Fund Raiser for Maintenance Endowment # Expected 50-70

DATE of Function: June , 24th, 2023 TIME of Function: 9AM- 3PM

Name Individual, entity or organization sponsoring or conducting this event:

Friends of the Pentwater Hart Trail

Address: PO Box 228 Pentwater, MI 49449

Email: chair@pentwaterhartrail.com Phone # 231-233-9717

*Proof of Insurance Required: _____ Rcvd. By: _____ Date: _____

VILLAGE GREEN

Office Use Only

Copy given to _____ for Council Packet

by _____ on _____

MARKED In Date Book _____ (Initial)

Council Approved on _____, 20__

\$150.00 Paid >



