



**MEETING WILL BE HELD VIA ZOOM**

Meeting ID: 823 6967 8140  
Passcode: 349841  
646 558 8656 US (New York)

**PENTWATER TOWNSHIP BOARD**

**AGENDA PACKET**

**REGULAR BOARD MEETING**

**December 9, 2020 at 6:00 p.m.**

Lynne Cavazos, Supervisor  
Heather A. Douglas, Treasurer  
Sue Ann Johnson, Clerk

Mike Flynn, Trustee  
Dean Holub, Trustee

**PENTWATER TOWNSHIP BOARD MEETING  
Regular Meeting**

December 9, 2020 at 6:00 p.m.  
Pentwater Community Hall  
327 S. Hancock Street, Pentwater, MI 49449

Join Zoom Meeting

<https://us02web.zoom.us/j/82369678140?pwd=RU0xUWVlMlJCVEFuQlhVMG1qUjRvUT09>

Meeting ID: 823 6967 8140

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**AGENDA**

1. Call to Order/Pledge
2. Roll Call
3. Consent Agenda - Review & Action
  - a. Minutes of November 18, 2020
  - b. YTD Budget Reports for General Fund, Cemetery and Fire Department
  - c. Payment of Bills

*(Consent Agenda contains all routine items of business on which no disagreement or debate is anticipated. Upon the request of any board member, an item shall be removed from the consent agenda and placed on the regular agenda under New Business)*
4. Meeting Agenda - Review & Action
5. Public Comment on Agenda Items (Three (3) minutes maximum)
6. Supervisor's Report
7. Clerk's Report
8. Treasurer's Report
9. Library Board Packet
  - a. Resignations of Library Board Members
  - b. Ms. Kendra Flynn - Request Township Board to Appoint a Library Board Member
10. Fire Department Agenda/Minutes
11. Recreation Report
12. Staff Reports
  - a. Zoning Administrator
  - b. Assessor
  - c. Cemetery Sexton
  - d. Transfer Station Operator (no report)

**13. Unfinished Business**

- a. Review & Action – Sale of Vacant Land – Parcel #64-044-560-082-30
- b. Review & Discussion - Disposition of Township/Village Hall

**14. New Business**

- a. Review & Action - Ordinance No. 2020-02 Zoning Ordinance Amendments for Zoning Variance Review Standards
- b. Review & Action – Ordinance No. 2020-03 Proposed Changes to Zoning Map (Rezoning)
- c. Review & Action – Proposed Lot Splits – Lots 13-21, Blk 15 of the Pentwater Beach Addition No. 4 Plat
- d. Review & Action – Proposed Amendment to Section 7, Division of Platted Lots of the Pentwater Township Subdivision Ordinance
- e. Review & Action – Resolution No. 2020-14 Authorizing Financing of Fire Truck
- f. Review & Action – Computer IT Support
- g. Review & Action – Snowplowing Proposal
- h. Review & Action – Appointment of Township Board Member to the Township Planning Commission
- i. Review & Action – Township Road Improvements for 2021
- j. Review & Discussion – Transfer Station

**15. Public Comments**

**16. Other Items from Board Members**

**17. Adjournment**

### Public Participation at Board of Trustee Meetings

1. When addressing the Board, please state your name and address and direct all questions and comments to the Chairperson.
2. We ask that you show common courtesy, display respect for all participants, and refrain from any personal attacks.
3. You may address the Board on any agenda item under the PUBLIC COMMENTS ON AGENDA ITEMS ONLY. Please limit your comments to three (3) minutes.
4. You may address the Board on any matter that falls within the Boards jurisdiction under the PUBLIC COMMENTS PORTION OF THE AGENDA (maximum three minutes).
5. If you would like to meet with any Board or staff member following the meeting, please make your wishes known.
6. The public, press and/or legal stenographers are permitted to record the proceedings – either video or audio – if it does not interfere with the meeting.

Individuals with disabilities requiring auxiliary aids or services should contact the Pentwater Township Clerk by writing or calling: 327 Hancock St., P.O. Box 512, Pentwater, MI 49449 (231) 869-6231 at least one week in advance of the meeting.

Adopted July 14, 2010 by action of the Township Board

December 9, 2020

Moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ to accept the Consent Agenda as follows:

- Prior Meeting Minutes (November 18, 2020)
- Correspondence, if any
- Budget Reports (04/01/2020 – 11/30/2020)
- Claims/Bills for the period November 19 – December 9 as follows:
  - Township - \$17,170.85
  - Cemetery - \$3,571.03
  - Fire - \$5,169.34

Roll call vote:

<p style="text-align: center;">PENTWATER TOWNSHIP BOARD PENTWATER COMMUNITY HALL 327 S. HANCOCK STREET, PENTWATER, MI 49449</p> <p style="text-align: center;">Regular Meeting of Wednesday, November 18, 2020 VIA ZOOM</p>	<p><b>DRAFT MINUTES</b></p>
<p>Supervisor Spitler called the meeting to order at 6:00 PM</p> <p><b>Members Present:</b> Spitler, Johnson, Siska, Holub, Flynn</p> <p><b>Members Absent:</b> None</p> <p><b>Staff Present:</b> McKinney, Edwards</p> <p><b>Others Present:</b> Supervisor-elect Cavazos, Treasurer-elect Douglas, and several others.</p>	<p><b>CALL TO ORDER</b></p> <p><b>ROLL CALL</b></p>
<p><b>Moved by Siska seconded by Flynn</b> to accept the consent agenda as follows:</p> <ul style="list-style-type: none"> <li>• Prior Meeting Minutes of October 14, 2020</li> <li>• Correspondence, if any</li> <li>• Budget Reports (04/01/2020 – 10/31/2020)</li> <li>• Claims/Bills for the period October 15, 2020 – November 18, 2020 as follows: <ul style="list-style-type: none"> <li>○ Township - \$133,052.76</li> <li>○ Cemetery - \$2,379.70</li> <li>○ Fire - \$34,266.98</li> </ul> </li> </ul> <p>Roll call vote: Siska, yes; Flynn, yes; Holub, yes; Johnson, yes; and Spitler, yes. Motion carried.</p>	<p><b>CONSENT AGENDA</b></p> <p><b>Review &amp; Action</b></p>
<p>Supervisor Spitler presented the Regular Meeting agenda.</p> <p><b>Moved by Holub and seconded by Siska</b> to accept the Regular Meeting agenda as (amended/presented). Voice vote. Motion carried.</p>	<p><b>AGENDA</b></p> <p><b>Review &amp; Action</b></p>
<p>No Public Comments</p>	<p><b>PUBLIC COMMENT ON AGENDA ITEMS</b></p>
<p>Supervisor Spitler introduced Supervisor-elect Cavazos and Treasurer-elect Douglas. Also, Lisa McKinney will be the Deputy Treasurer.</p> <p>Spitler stated that we are more or less moved into the new building. File cabinets will be moved on Friday. The flooring is nearly complete. The interior office windows will be installed within a week or so. He recognized</p>	<p><b>SUPERVISOR’S REPORT</b></p>

<p>the contractors: Malkowski from Freesoil did the drywall; Courtwright from Mears did the painting; flooring was done by Harbor Flooring (Greg Griffis) in Ludington; building materials came from Standard Lumber Company; other miscellaneous materials came from Larsons in Hart ; Blackmer Construction from Hart did the electrical; Mark Shotwell of Pentwater did the IT work; HVAC was done by Adams Heating and Cooling in Hart; and the plumbing was done by a Shelby contractor. The General Contractor was Jeremy Horton, Harbor Design, Shelby.</p> <p>Mr. Spitler was proud and pleased that the \$125,000 in remodeling costs was put back into the local economy.</p> <p>Mr. Spitler said that the Zoning Administrator deserves recognition for the considerable time spent during his off hours in assisting in relocating the offices. He also used his own vehicle.</p> <p>Mr. Spitler said decisions need to be made about how to continue staffing due to COVID-19.</p> <p>Bid packets have been sent to three potential bidders on the “Swamp House” property for a decision at the December 9, 2020 Regular Meeting of the Township Board.</p>	
<p>Ms. Johnson commented on the great job by the Election staff during the General Election. She gave special kudos to the Deputy Clerk. Once the election results were submitted to the state, she focused on packing and moving to the new building.</p>	<p><b>CLERK’S REPORT</b></p>
<p>The Treasurer’s report was received and placed on file.</p>	<p><b>TREASURER’S REPORT</b></p>
<p>No Library Report was received. The Fire Department Report was received and placed on file. The Recreation Report was received and placed on file.</p>	<p><b>OTHER DEPARTMENTAL REPORTS</b></p>
<p>The Zoning Administrator’s Report was received and placed on file. The Assessor’s Report was received and placed on file. The Cemetery Report was received and placed on file The Transfer Station reports were received and placed on file.</p>	<p><b>STAFF REPORTS – Zoning Administrator, Assessor, Cemetery Sexton and Transfer Station Attendant</b></p>
<p>Mr. Ken Garnaat of EMC Insurance was in attendance. An overview of coverage had been emailed to the Board members with a breakdown of coverage at each location as well as the grinder pumps. The new building was insured at \$358,400 effective July 1<sup>st</sup>.</p>	<p><b>UNFINISHED BUSINESS</b></p> <p><b>Annual Property and Liability Insurance</b></p>

<p>Mr. Spitler asked about the “Linebacker” provision. Mr. Garnaat responded that it was another term for errors and omissions coverage. It also includes the amount of judgment that could be paid as a result of a zoning lawsuit – up to \$250,000.</p> <p>Mr. Spitler asked how the figure of \$358,400 for the new building was determined. Mr. Garnaat responded that a square footage analysis had been done by the company.</p> <p><b>Moved by Ms. Johnson and seconded by Mr. Holub</b> to accept the Michigan Municipal Insurance Property and Liability Coverage Proposal in the amount of \$7,320 as submitted by EMC Insurance for the period December 1, 2020 – December 1, 2021. Roll call vote: Johnson, yes; Holub, yes; Siska, yes; Flynn, yes; and, Spitler, yes. Motion carried.</p>	
<p>Ms. Johnson said that no other quotes were sought as Ms. Flood has provided custodial services for many years. Ms. Flood visited the new site and determined a bi-weekly cost of \$242.02 which is double what she receives for the current location.</p> <p><b>Moved by Siska and seconded by Flynn</b> to continue the Township’s arrangement with Ms. Deb Flood for Township Hall custodial services. The bi-weekly rate for custodial services at the 500 N. Hancock Building will be \$242.02 effective immediately. The rate will be reevaluated during the annual budget process as is past practice.</p> <p>Roll call vote: Siska, yes; Flynn, yes; Holub, yes; Johnson, yes; and, Spitler, yes. Motion carried.</p>	<p><b>NEW BUSINESS Review &amp; Action</b></p> <p><b>Custodial Services</b></p>
<p>Mr. Spitler indicated that he conferred with a couple of architects regarding signage and Armor Sign Studios came to the top of the list. Although not local, Armor Signs is the closest and is in Manistee.</p> <p>Additional signage will have to be purchased once the parking lot is redone in the spring.</p> <p><b>Moved by Ms. Johnson and seconded by Ms. Siska</b> to waive the Township’s Bid Policy and accept the following quotes from Amor Sign Studios of Manistee, Michigan:</p> <ol style="list-style-type: none"> <li>1. LOWER LEVEL - \$1,849.00 for One ADA restroom sign, One ADA wall directional sign, and 7 ADA Door signs to include mounting</li> </ol>	<p><b>NEW BUSINESS Review &amp; Action</b></p> <p><b>Signage for Township Hall</b></p>



<p>2. UPPER LEVEL -\$2,498.00 for One ADA wall directional; 6 ADA door signs; Two Double Face Flag mounted office signs; Two ADA restroom signs to include mounting</p> <p>3. OUTSIDE &amp; ENTRANCE - \$1,999 for double-faced Main Sign; \$456 or single- faced entrance sign; \$490 for two single face Hours-ID Signs; \$70 for Staff Entrance Lettering; and, \$725 for Locking Bulletin Board (includes furnishing and installing).</p> <p>Total is \$8,087</p> <p>Roll call vote: Johnson, yes; Siska, yes; Flynn, yes; Holub, yes; and Spitler, yes. Motion carried.</p>	
<p>Ms. Johnson said that bids were received from several companies for the preparation of the audit for fiscal year ending March 31, 2020. Although Gabridge and Company had done prior year audits for the Township, Roslund, Prestage &amp; Co was awarded the bid as it was highly recommended and slightly less expensive.</p> <p>Now, however, Roslund has experienced “significant growth” in audit services and no longer will offer audit services to Pentwater Township. It was indicated that they would like to provide non-audit services (accounting, payroll, consulting, etc.) According to an email from Mr. Hirschman, CPA with Prestage, six other clients will be affected by this as well.</p> <p>Moved by Ms. Johnson and seconded by Mr. Siska to accept a two-year contract with Gabridge &amp; Co. for audit services as follows:</p> <ul style="list-style-type: none"> <li>• \$6,100 for the year ending March 31, 2021 to include the F-65</li> <li>• \$6,225 for the year ending March 31, 2022 to include the F-65</li> </ul> <p>Roll call vote:</p>	<p><b>NEW BUSINESS</b></p>
<p>Mr. Spitler read a Resolution of Appreciation for Jan Siska, Treasurer. She was elected for 8 terms. She was congratulated by all.</p> <p>Mr. Spitler thanked the Trustees for all their help and support in the past two years. He donated a watercolor from Bert Petri to the Board to place in the new Township Hall. “It says from me to you thank you for all you have done.”</p> <p>Mr. Holub read a Resolution of Appreciation to Outgoing Supervisor Spitler. The Trustees as a group and individually expressed their appreciation to</p>	<p><b>ACKNOWLEDGEMENTS</b></p> <p><b>OUTGOING SUPERVISOR AND TREASURER</b></p>

<p>both Supervisor Spitler and Treasurer Siska.</p>	
<p>Mike Russell, Pentwater taxpayer, expressed his interest in the 327 S. Hancock building and asked the status. "It is the million-dollar view." Mr. Spitler stated that nothing was going to be done until January. No price has been set but proposals are to be sought. The only advertisements have probably been on the website.</p> <p>Claudia Resell-Hodan, Pentwater Council member, thanked Mr. Spitler for "opening the doors to the village". She asked that the township continue liability insurance on its portion of the old building. Ms. Johnson clarified that the Village presently covers the entire building.</p> <p>Dean Gustafson, County Commissioner, expressed his and the County Board's admiration to Dave Spitler for his professionalism throughout the trying times in the past two years. He also thanked Jan Siska for her long-term service to the community.</p> <p>Barb Siok, Pentwater Village Deputy Clerk/Treasurer, referred to the status of the current village/township hall. She stated that the [Village Council] October minutes which are posted on Village's website indicate that bids may be submitted until January 14 to be opened January 15. The information is available through either the Village Manager or Township Supervisor.</p> <p>Ron Christians, Pentwater resident, thanked the Pentwater Township residents for making him the new District 1 County Commissioner. He also commended Mr. Spitler and Ms. Siska on the great job they did.</p> <p>Amy LaBarge, Pentwater resident, commended all for their willingness to serve the community. She thanked Spitler for his assistance on Longbridge Road. She thanked all the trustees for their efforts.</p> <p>Paula DeGregorio, Pentwater resident, thanked everyone for their service as well. She expressed her concern about the sandbags and plastic that is coming loose along Monroe Road. Mr. Spitler indicated that this is the responsibility of the Road Commission.</p>	<p><b>PUBLIC COMMENT</b></p>
<p>Mr. Holub referred to the temporary extension to the Open Meetings Act wherein township board meetings may be held virtually through the end of the year. He requested that a letter be sent to the twelve Senators that introduced SB 1108 urging the extension for any reason for three – six months in 2021.</p>	<p><b>OTHER ITEMS FROM BOARD MEMBERS</b></p>

<p><b>Moved by Holub and seconded by Flynn</b> to send a letter to the 12 Senators who introduced SB 1108 urging the extension for three – six months into 2021 for any reason. Voice vote. Motion carried.</p> <p>Mr. Holub thanked the electorate for approving the road millage.</p> <p><b>Moved by Siska and seconded by Holub</b> to pay Keith Edwards a one-time stipend of \$1,000 for his help and effort during relocation to the 500 N. Hancock Street.</p> <p>Roll call vote: Siska, yes; Holub, yes; Flynn, yes; Johnson, yes; and Spitler, yes. Motion carried.</p>	
<p>The meeting was adjourned at 7:00 p.m. Motion carried.</p>	<p><b>ADJOURNMENT</b></p>
<p>_____</p> <p>Sue Ann Johnson, Township Clerk</p>	<p>_____</p> <p>Date</p>

## **RESOLUTION HONORING DAVE SPITLER**

**WHEREAS**, Dave Spitler was first appointed to the Pentwater Township Board of Trustees as its Supervisor at a special meeting of the Board on December 5, 2018 to fill an unexpired term; and

**WHEREAS**, it was Dave's intent to only complete the unexpired term for two years until November 20, 2020 and not run for re-election; and

**WHEREAS**, little did Dave know that the next two years could be the most challenging years of his life handling unprecedented township issues; and

**WHEREAS**, Dave handled all of the subject issues, including purchasing and moving to a new office building, the infamous Longbridge Road closure and the more recent COVID 19 virus, with expertise and professionalism; and

**WHEREAS**, the members of the Pentwater Township Board wish to express our sincere gratitude for his contributions to the Board and the Pentwater community during his two years of service on the Board;

**NOW THEREFORE, BE IT RESOLVED**, that the Pentwater Township Board of Trustees wishes Dave continued success in all of his future endeavors and expresses our hope for his continued health, happiness and getting back to an uneventful life.

**FURTHER BE IT RESOLVED**, that a copy of this resolution be presented to Dave as a token of our appreciation for his special two years of dedicated service to the Pentwater Community at his last meeting on November 18, 2020.

Sue Ann Johnson, Clerk

Jan Siska, Treasurer

Mike Flynn, Trustee

Dean Holub, Trustee

## **RESOLUTION HONORING JAN SISKA**

**WHEREAS**, Jan Siska was first appointed to the Pentwater Township Board of Trustees as its Treasurer in July of 1986; and

**WHEREAS**, Jan has been re-elected eight times to the position of Township Treasurer; and

**WHEREAS**, Jan Siska has been an invaluable member during her long tenure on the Board; and

**WHEREAS**, Jan chose not to seek another term on the Pentwater Township Board and will retire effective November 20, 2020; and

**WHEREAS**, the members of the Pentwater Township Board wish to thank Jan for her many contributions to the Board and the Pentwater community;

**NOW THEREFORE, BE IT RESOLVED**, that the Pentwater Township Board of Trustees hereby expresses its gratitude to Jan for her service on the Board, for her sound investment advice and valued work as its Treasurer, and for all that she has contributed to the Board for the past 34 years; and

**FURTHER BE IT RESOLVED**, that the Pentwater Township Board of Trustees wishes Jan continued success in all of her future endeavors and expresses our hope for her continued health, happiness and prosperity.

**FURTHER RESOLVED**, that a copy of this resolution be presented to Jan as a token of our appreciation for her years of service to the Pentwater Community at her last meeting on November 18, 2020.

David Spitler, Supervisor

Sue Ann Johnson, Clerk

Mike Flynn, Trustee

Dean Holub, Trustee

**Pentwater Township**  
**Profit & Loss Budget vs. Actual**  
 April through November 2020

	Apr - Nov 20	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
401.000 - Previous Year-End Balance	0.00	0.00	0.00	0.0%
403.000 Current Property Tax	0.00	274,800.00	-274,800.00	0.0%
403.100-000 State Summ Tax Coll	7,222.50	7,300.00	-77.50	98.9%
405-000 Administration Fee	0.00	81,815.00	-81,815.00	0.0%
407-000 Deliq Real Prop Tax	16,796.34			
419-000 Commercial Forest	18.51			
423-000 Taxes Trailer	0.00	174.00	-174.00	0.0%
425-000 Payment in Lieu	0.00	3,000.00	-3,000.00	0.0%
445-000 Penalties & Interest Tx	1,311.29	500.00	811.29	262.3%
447-000 Metro Act	3,368.45	3,000.00	368.45	112.3%
476-000 Zoning Permit Fees	1,120.00	2,000.00	-880.00	56.0%
526-000 Transfer Site Fees	10,021.00	9,000.00	1,021.00	111.3%
574-000 State Shared Revenues	37,666.00	57,797.00	-20,131.00	65.2%
601-000 Copy Fees	0.00	50.95	-50.95	0.0%
607-000 Zoning Board of Appeal	800.00	764.25	35.75	104.7%
655-000 Delinq Sewer Liens	0.00	509.50	-509.50	0.0%
664-000 Interest Income	3,321.61	1,273.75	2,047.86	260.8%
678-000 Franchise Fees	9,486.45	20,758.05	-11,271.60	45.7%
695-000 Land Division App. Fee	0.00	101.90	-101.90	0.0%
696-000 Special Exception Use A	0.00	509.50	-509.50	0.0%
956-000 Miscellaneous	2,940.97	509.50	2,431.47	577.2%
<b>Total Income</b>	<b>94,073.12</b>	<b>463,863.40</b>	<b>-369,790.28</b>	<b>20.3%</b>
<b>Expense</b>				
265-861 Web	1,115.00			
526-964 Refunds	1,800.00			
101-702 Township Board Wages	1,442.88	3,850.00	-2,407.12	37.5%
101-714 Township Board-Fringes	110.38	300.00	-189.62	36.8%
171-702 Supervisor-Wages	9,614.15	23,512.41	-13,898.26	40.9%
171-703 Deputy Supervisor	3,426.65	8,380.26	-4,953.61	40.9%
171-714 Supervisor-Fringes	997.62	886.53	111.09	112.5%
171-960 Education/Training	0.00	400.00	-400.00	0.0%
191-702 Election Wages	1,706.11	3,500.00	-1,793.89	48.7%
191-740 Election Supplies	1,274.03	1,500.00	-225.97	84.9%
191-821 Election Other Contract	695.00			
191-714 Fringes-Election	37.03			
191-860 Travel	92.80	100.00	-7.20	92.8%
191-956 Election Miscellaneous	1,524.95	2,000.00	-475.05	76.2%
191-960 Education	0.00	200.00	-200.00	0.0%
209-702 Assessor Salary	20,380.00	48,912.00	-28,532.00	41.7%
209-714 Assessor Fringes	1,559.07	3,920.09	-2,361.02	39.8%
209-801 Prof Serv(Tax Tribunal)	0.00	100.00	-100.00	0.0%
209-802 Prof Serv (Software)	1,246.00	3,700.00	-2,454.00	33.7%
209-860 Travel-Assessor	0.00	200.00	-200.00	0.0%
209-900 Print & Mail Assmt Roll	0.00	2,000.00	-2,000.00	0.0%
209-960 Training	0.00	400.00	-400.00	0.0%
215-702 Clerk Wages	13,288.75	31,892.66	-18,603.91	41.7%
215-703 Deputy Clerk Wages	4,366.49	20,524.70	-16,158.21	21.3%
215-821 Recording Secretary	406.56	950.00	-543.44	42.8%
215-714 Clerk Fringes	1,341.40	4,173.82	-2,832.42	32.1%
215-860 Travel	31.25	400.00	-368.75	7.8%
247-702 Board of Review Wages	566.86	1,019.00	-452.14	55.6%
247-714 Board of Review Fringes	43.37	114.13	-70.76	38.0%
247-900 Printing/Publishing	0.00	150.00	-150.00	0.0%
247-956 Miscellaneous	0.00	50.00	-50.00	0.0%
247-960 Training	0.00	120.00	-120.00	0.0%
253-702 Treasurer-Wages	13,288.75	31,892.66	-18,603.91	41.7%
253-703 Deputy Treasurer Wages	2,619.54	8,904.02	-6,284.48	29.4%
253-714 Treasurer Fringes	1,216.98	3,249.59	-2,032.61	37.5%
253-801 Prof Serv (Software)	4,030.00	3,000.00	1,030.00	134.3%
253-860 Travel	576.30	300.00	276.30	192.1%
253-900 Print & Mail Tax Bills	2,948.67	4,000.00	-1,051.33	73.7%
265-705.000 Wages Metro Act	0.00	750.00	-750.00	0.0%

7:00 AM

12/02/20

Accrual Basis

**Pentwater Township**  
**Profit & Loss Budget vs. Actual**  
**April through November 2020**

	Apr - Nov 20	Budget	\$ Over Budget	% of Budget
265-714.000 Fringes Mero Act	0.00	50.00	-50.00	0.0%
265-740 Operating Supplies	2,626.03	4,000.00	-1,373.97	65.7%
265-742 Postage	3,873.73	1,700.00	2,173.73	227.9%
265-744 Copying	834.74	1,500.00	-665.26	55.6%
265-801 Prof Services-Attorney	4,293.00	3,500.00	793.00	122.7%
265-802 Prof Serv (Audit)	2,750.00	8,000.00	-5,250.00	34.4%
265-803 Prof Serv (Info. Tech)	932.63	3,000.00	-2,067.37	31.1%
265-804 Prof Serv (Website)	0.00	500.00	-500.00	0.0%
265-820 Membership/Dues-MTA	4,586.64	3,500.00	1,086.64	131.0%
265-821 Membership/Dues-MML	200.00	200.00	0.00	100.0%
265-822 Membership/Dues (Other)	576.50	2,000.00	-1,423.50	28.8%
265-900 Print/Pub-Bd Synopsis	2,152.80	2,600.00	-447.20	82.8%
265-901 Print/Pub-Notice/Hearin	1,250.60	1,200.00	50.60	104.2%
265-910 Insurance/Bonds	6,868.76	7,000.00	-131.24	98.1%
265-911 Workman's Comp	920.78	2,000.00	-1,079.22	46.0%
265-920 Util-Gas/Elect/Water	2,863.99	3,600.00	-736.01	79.6%
265-921 Util-Phone/Internet	2,597.32	3,500.00	-902.68	74.2%
265-930 Repairs/Maint(mow/snow)	652.50	1,000.00	-347.50	65.3%
265-931 Repair/Maint(Custodial)	2,937.39	3,600.00	-662.61	81.6%
265-932 Repair/Maint (Garbage)	1,639.88	400.00	1,239.88	410.0%
265-933 Repair/Maint-Interior	0.00	500.00	-500.00	0.0%
265-934 Repair/Maint-Misc.	822.56	750.00	72.56	109.7%
265-940 Equip Rental-Copy Machi	918.89	1,800.00	-881.11	51.0%
265-941 Equip Rental-Postage Ma	170.52	600.00	-429.48	28.4%
265-956 Miscellaneous	1,790.95	1,200.00	590.95	149.2%
265-970 Cap Outlay-Comp/Etc	470.00	4,000.00	-3,530.00	11.8%
265-970.02 Cap Outlay-Bldg Purc	0.00	0.00	0.00	0.0%
265-971 Cap Outlay-Other	7,268.85	1,300.00	5,968.85	559.1%
265-972 Cap Outlay-Bldg. Repair	105,388.88	10,000.00	95,388.88	1,053.9%
265-975 Buildings	0.00	0.00	0.00	0.0%
410-702 Zoning Administrator	6,466.65	15,520.39	-9,053.74	41.7%
410-714 Zoning Fringes	494.70	1,234.01	-739.31	40.1%
410-740 Operating Supply Zoning	360.00			
410-801 Professional Servic	1,362.50			
410-860 Travel	0.00	100.00	-100.00	0.0%
410-960 Training	0.00	400.00	-400.00	0.0%
410.100-702 Plann. Comm. Wages	923.50	4,000.00	-3,076.50	23.1%
410.100-714 Plann. Fringes	70.65	600.00	-529.35	11.8%
410.100-801 Prof Serv-Attorney	15,822.25	15,000.00	822.25	105.5%
410.100-802 Prof Serv/Consult	300.00	5,000.00	-4,700.00	6.0%
410.100-803 5 Yr. Update M/Plan	0.00	3,000.00	-3,000.00	0.0%
410.100-821 Recording Secretary	0.00	450.00	-450.00	0.0%
410.100-900 Print/Publish	303.60	1,000.00	-696.40	30.4%
410.100-960 Training	0.00	400.00	-400.00	0.0%
410.200-702 ZBA Wages	313.99	1,019.00	-705.01	30.8%
410.200-714 ZBA Fringes	24.04	152.85	-128.81	15.7%
410.200-801 Prof Serv-Attorney	0.00	200.00	-200.00	0.0%
410.200-821 Recording Secretary	0.00	150.00	-150.00	0.0%
410.200-900 Print/Publish	0.00	100.00	-100.00	0.0%
445-875-000 At Lg Drain Assessm	0.00	0.00	0.00	0.0%
447-702 Road Committee	0.00	0.00	0.00	0.0%
447-930 Repair/Maint-Brining	12,249.00	7,642.50	4,606.50	160.3%
447.100-930 Metro Act-Rep. & M	0.00	713.50	-713.50	0.0%
447-931 Repair/Maint-Misc	0.00	1,019.00	-1,019.00	0.0%
447-970 Cap Outlay-Township Rds	22,816.41	15,285.00	7,531.41	149.3%
450-920 Public Utilities	1,007.38	1,200.00	-192.62	83.9%
450-925 Utilities-Del Sewer Acc	0.00	1,000.00	-1,000.00	0.0%
526-702 Transfer Station-Wages	8,884.87	15,285.00	-6,400.13	58.1%
526-714 Tr. Station-Fringes	652.48	1,069.95	-417.47	61.0%
526-740 Supplies/Equipment	99.15	200.00	-100.85	49.6%
526-801 Contractual Services	0.00	750.00	-750.00	0.0%
526-900 Printing	678.00	150.00	528.00	452.0%
526-930 Repairs/Maintenance	9,092.68	9,171.00	-78.32	99.1%
526-940 Rentals-Republic	18,774.96	40,000.00	-21,225.04	46.9%
526-941 Equip Rental-Jons to Go	510.00	800.00	-290.00	63.8%
526-956 Miscellaneous	0.00	100.00	-100.00	0.0%

7:00 AM

12/02/20

Accrual Basis

**Pentwater Township**  
**Profit & Loss Budget vs. Actual**  
**April through November 2020**

	<u>Apr - Nov 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
526-980 Recycling	0.00	2,000.00	-2,000.00	0.0%
691-801 Cont Service-Dock	500.00	850.00	-350.00	58.8%
691-802 Cont Serv-Rec Program	7,700.00	7,500.00	200.00	102.7%
691-803 Cont Services-PLIB	0.00	6,000.00	-6,000.00	0.0%
691-930 Rep/Maint. Boat Launch	0.00	150.00	-150.00	0.0%
691.100-970 Land	0.00	0.00	0.00	0.0%
806.000 Other Services	0.00	0.00	0.00	0.0%
Payroll Expenses	56,078.68			
<b>Total Expense</b>	<u>416,620.02</u>	<u>447,564.07</u>	<u>-30,944.05</u>	<u>93.1%</u>
<b>Net Ordinary Income</b>	<u>-322,546.90</u>	<u>16,299.33</u>	<u>-338,846.23</u>	<u>-1,978.9%</u>
<b>Net Income</b>	<u><u>-322,546.90</u></u>	<u><u>16,299.33</u></u>	<u><u>-338,846.23</u></u>	<u><u>-1,978.9%</u></u>



**PENTWATER TWP CEMETERY**  
**Profit & Loss Budget vs. Actual**  
**April through November 2020**

	Apr - Nov 20	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
400-000 Partial Prev YR End Bal	0.00	22,737.00	-22,737.00	0.0%
403-000 Current Property Tax	2.66	76,938.00	-76,935.34	0.0%
407-000 Delinq. Real Prop. Tax	3,757.28			
607-000 Services Rendered	510.00	1,000.00	-490.00	51.0%
626-000 Interment Income	3,250.00	3,000.00	250.00	108.3%
645-000 Lot Sales	5,800.00	2,600.00	3,200.00	223.1%
645-100 Columbarium Sales	6,600.00	3,000.00	3,600.00	220.0%
645-200 Scatter Garden Br/Engra	0.00	250.00	-250.00	0.0%
664-000 Interest	89.29	150.00	-60.71	59.5%
671-000 Other Income	0.00	0.00	0.00	0.0%
<b>Total Income</b>	<b>20,009.23</b>	<b>109,675.00</b>	<b>-89,665.77</b>	<b>18.2%</b>
<b>Expense</b>				
276-702 Sexton Salary	6,668.35	16,000.00	-9,331.65	41.7%
276-703 Assistant-Burials	403.16	600.00	-196.84	67.2%
276-704 Assistant-Grounds	1,632.63	3,500.00	-1,867.37	46.6%
276-714 Fringes	665.88	1,475.00	-809.12	45.1%
276-740 Operating Supplies	778.99	1,000.00	-221.01	77.9%
276-801 Prof Services-Attorney	0.00	500.00	-500.00	0.0%
276-802 Prof Services-Software	0.00	1,200.00	-1,200.00	0.0%
276-803 Prof Services-Mapping	0.00	150.00	-150.00	0.0%
276-804 Prof Serv (Audit)	750.00	600.00	150.00	125.0%
276-810.000 Foundation Expenses	55.29			
276-811 Columbarium Plaques	1,064.00	2,200.00	-1,136.00	48.4%
276-820 Membership & Dues	45.00	100.00	-55.00	45.0%
276-860 Travel	0.00	100.00	-100.00	0.0%
276-900 Printing and Publishing	0.00	100.00	-100.00	0.0%
276-910 Insurance	1,709.46	2,500.00	-790.54	68.4%
276-920 Utilities	2,137.22	3,200.00	-1,062.78	66.8%
276-930 Repairs/ Maint-EQUIPT	3,693.15	7,500.00	-3,806.85	49.2%
276-931 Repairs/Maint Buildings	0.00	450.00	-450.00	0.0%
276-932 Repairs/Maint-Grounds	1,226.71	35,000.00	-33,773.29	3.5%
276-933 Repairs/Main-Irrigation	3,457.22	2,500.00	957.22	138.3%
276-956 Miscellaneous	175.27	1,000.00	-824.73	17.5%
276-964 Refunds	550.00			
276-970 Capital Outlay	0.00	20,000.00	-20,000.00	0.0%
Contingency	0.00	10,000.00	-10,000.00	0.0%
Payroll Expenses	4,947.31			
<b>Total Expense</b>	<b>29,959.64</b>	<b>109,675.00</b>	<b>-79,715.36</b>	<b>27.3%</b>
<b>Net Ordinary Income</b>	<b>-9,950.41</b>	<b>0.00</b>	<b>-9,950.41</b>	<b>100.0%</b>
<b>Net Income</b>	<b>-9,950.41</b>	<b>0.00</b>	<b>-9,950.41</b>	<b>100.0%</b>

**Pentwater Fire Department**  
**Profit & Loss Budget vs. Actual**  
**April through November 2020**

	Apr - Nov 20	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
403-000 Current Property Tax	0.00	222,420.82	-222,420.82	0.0%
407-000 Delinq Real Prop Tax	10,864.58			
664-000 Interest Income	3,534.66			
677-100 Donations	3,500.00			
677-200 MFR Reimbursements	22,220.00	22,000.00	220.00	101.0%
956-000 Misc	1,334.66			
<b>Total Income</b>	<b>41,453.90</b>	<b>244,420.82</b>	<b>-202,966.92</b>	<b>17.0%</b>
<b>Expense</b>				
Reconciliation Discrepancies	0.00			
Contingency	0.00	2,000.00	-2,000.00	0.0%
702-000 Wages	44,305.00	70,000.00	-25,695.00	63.3%
714-000 Fringes	3,389.33	5,320.00	-1,930.67	63.7%
721-000 Muta Expenses	0.00	300.00	-300.00	0.0%
740-000 Operating Supplies	9,917.14	17,000.00	-7,082.86	58.3%
762-000 PFD Uniforms	6.00	3,000.00	-2,994.00	0.2%
800-000 Professional/Contractua	1,000.00	5,000.00	-4,000.00	20.0%
820-000 Membership/Dues	0.00	500.00	-500.00	0.0%
860-000 Travel/Lodging	551.69	4,500.00	-3,948.31	12.3%
880-000 Community Promotion	193.08	2,500.00	-2,306.92	7.7%
900-000 Publishing	501.24	1,000.00	-498.76	50.1%
910-000 Insurance	17,925.48	23,000.00	-5,074.52	77.9%
920-000 Utilities	6,112.91	14,000.00	-7,887.09	43.7%
930-000 Repairs/ Maintenance	15,343.19	42,000.00	-26,656.81	36.5%
940.591 Fire Hydrant Rentals	0.00	1,700.00	-1,700.00	0.0%
946-000 Postage	123.45	300.00	-176.55	41.2%
956-000 Miscellaneous	185.00	1,000.00	-815.00	18.5%
960-000 Education/Training	914.37	3,300.00	-2,385.63	27.7%
970-000 Capital Outlay	42,695.39	48,000.82	-5,305.43	88.9%
Payroll Expenses	565.16			
<b>Total Expense</b>	<b>143,728.43</b>	<b>244,420.82</b>	<b>-100,692.39</b>	<b>58.8%</b>
<b>Net Income</b>	<b>-102,274.53</b>	<b>0.00</b>	<b>-102,274.53</b>	<b>100.0%</b>

December 9, 2020

Moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ to accept the Consent Agenda as follows:

- Prior Meeting Minutes (November 18, 2020)
- Correspondence, if any
- Budget Reports (04/01/2020 – 11/30/2020)
- Claims/Bills for the period November 19 – December 9 as follows:
  - Township - \$17,170.85
  - Cemetery - \$3,571.03
  - Fire - \$5,169.34

Roll call vote:

**PENTWATER TWP CEMETERY**

**Prepaid & To Be Paid**

**December 9, 2020**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
11/18/2020	5895	Coldspring	-266.00
11/18/2020	5896	Christopher R. Bailey	-1,178.61
11/18/2020	5897	Robert L Lynn	-89.33
11/24/2020	5898	EMC Insurance Companies	-1,198.24
		<b>Total Prepaid</b>	<b>\$ (2,732.18)</b>
12/09/2020	5899	Coldspring	-532.00
12/09/2020	5900	Consumers Energy	-128.49
12/09/2020	5901	Frontier	-80.40
12/09/2020	5902	Larson & Son Hardware	-97.96
<b>Nov 18 - Dec 9, 20</b>		<b>Total To Be Paid</b>	<b>\$ (838.85)</b>

**Total Prepaid & To Be Paid \$ 3,571.03**

**Pentwater Township**  
**Prepaid & To Be Paid**  
**December 9, 2020**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
11/24/2020	20834	Amor Sign	-4,043.50
11/24/2020	20835	Anavon Technology Group	-2,819.18
11/24/2020	20836	David Spittler	-245.19
11/24/2020	20837	DTE Energy	0.00
11/24/2020	20838	EMC Insurance Companies	-6,419.76
11/24/2020	20839	Keith J Edwards	-914.65
12/02/2020	20840	Holly L Rought	-272.61
12/02/2020	20841	Mary B Hartsuiker	-41.78
12/02/2020	20842	Robert A Miller	-253.16
12/02/2020	20843	Debra Flood	-302.52
12/02/2020	20844	Lisa M McKinney	-230.69
		<b>Total Prepaid</b>	<b>\$ (15,543.04)</b>
12/09/2020	20845	Anavon Technology Group	-156.74
12/09/2020	20846	Integrity Business Solutions	-323.43
12/09/2020	20847	Ken Adams Excavating	-250.00
12/09/2020	20848	Michigan Townships Association	-99.00
12/09/2020	20849	Quadient, Inc.	-85.26
12/09/2020	20850	Ricoh USA, Inc	-131.27
12/09/2020	20851	Ricoh USA, Inc.	-62.19
12/09/2020	20852	Spectrum Printers, Inc.	-188.33
12/09/2020	20853	STS Computers	-100.00
12/09/2020	20854	Sue Ann Johnson	-231.59
		<b>Total To Be Paid</b>	<b>\$ (1,627.81)</b>
		<b>Total Prepaid &amp; To Be Paid</b>	<b>\$ 17,170.85</b>

**Pentwater Fire Department**  
**Prepaid & To Be Paid**  
**December 9, 2020**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
11/24/2020	3327	DTE Energy	-57.40
		<b>Total Prepaid</b>	<b>\$ (57.40)</b>
12/09/2020	3328	Adam Kokx	-175.00
12/09/2020	3329	Circle K Service	-2,993.48
12/09/2020	3330	Consumers Energy	-338.36
12/09/2020	3331	HR Direct	-84.79
12/09/2020	3332	Larson & Son Hardware	-47.98
12/09/2020	3333	Pentwater Convenience Center	-167.14
12/09/2020	3334	Republic Services #240	-222.30
12/09/2020	3335	Verizon Wireless	-152.04
12/09/2020	3336	West Shore Fire, Inc.	-774.41
12/09/2020	3337	Workplace Health Muskegon	-119.50
12/09/2020	3338	Karen R Smith	-36.94
<b>Nov 19 - Dec 9, 20</b>		<b>Total To Be Paid</b>	<b>\$ (5,111.94)</b>
		<b>Total Prepaid &amp; To Be Paid</b>	<b>\$ 5,169.34</b>

**November 30, 2020**

<b>Land/Sewer</b>	<b>\$26,599.11</b>
<b>Acquisition (10/30)</b>	<b>\$30,911.48</b>
<b>Total</b>	<b>\$57,510.59</b>

<b>Road Fund</b>	<b>\$4,355.21</b>
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<b>Building Repair Fund</b>	<b>\$0</b>
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<b>Recreational Land Fund</b>	<b>\$0</b>
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<b>Master Plan Fund</b>	<b>\$2,101.29</b>
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**Township Funds** as of November 30, 2020

**Huntington Bank**

Township General Fund	Checking account	40,533.88
CD 12 month		19,378.20
Money Market account	Liquid	304,909.35

**Fifth Third bank**

Road Fund Money Market	Liquid	4,355.21
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**West Shore Bank**

12 Month CD Land and Sewer	(As of Oct 30)	30,911.48
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**Shelby State Bank**

CD 17month Township due 8/21/2021	21,766.99
CD 17 month Land/Sewer Acquisition	26,599.11
Master Plan fund	2,101.29

TOTAL TOWNSHIP FUNDS	\$450,555.51
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**Cemetery Funds**

**Huntington bank**

Cemetery General Fund	Checking account	36,615.08
Money Market account	Liquid	188,754.90



**Fifth Third Bank**

Money Market Savings	27,935.94
TOTAL CEMETERY FUNDS	\$253,305.92

**FIRE DEPARTMENT FUNDS**

**Huntington Bank**

Fire Department General Fund	Checking account	42,211.47
Money Market account		331,896.18
TOTAL FIRE FUNDS		\$374,107.65

Topic: Pentwater Twp Library Board of Trustees Meeting  
Time: Nov 17, 2020 05:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82808291207?pwd=MmlFazBjb0ROTDQRQMEh1UFk1KzFJZz09>

Meeting ID: 828 0829 1207

Passcode: R9HXjG

One tap mobile

+13126266799,,82808291207#,,,,,0#,,408114# US (Chicago)

+19294362866,,82808291207#,,,,,0#,,408114# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 828 0829 1207

Passcode: 408114

Find your local number: <https://us02web.zoom.us/j/kbrMxNcV4U>

**Pentwater Township Library Board  
Regular Monthly Meeting  
Minutes  
10/20/2020**

**Call to Order:** The regular monthly board meeting via Zoom was called to order at 5:02 PM by Board President Kendra Flynn.

**Roll Call:** Present— Kendra Flynn, Elaine LeTarte, Joan LundBorg, Valerie Church-McHugh and Nancy Peterson. Absent – Cynthia Maguire

**Also Present:** Mary Barker, Director PTL.

**Guests:** Jamie Haskell

**Approval of Agenda:** Allow Jamie Haskell to address board following approval of agenda. *Motion by LundBorg with support by Church-McHugh to approve the agenda as amended. Approved.*

**RFP Recommendations (Jamie Haskell)** – See B & G Committee.

**Approval of the 0915//2020 Minutes:** *Motion by Church-McHugh with support by Peterson to approve minutes of 09/15/2020 as presented. Approved.*

**Treasurer's Report:** Reports included in packet. LeTarte explained we were 6 months into the fiscal year with 34% of budget expended. As of this date she has not moved the CD funds into the SSB account. *Motion by LundBorg with support by Peterson to accept the finance reports as presented.*

**Review of Bills Paid:** *Motion by LundBorg with support by LeTarte to accept the bills paid in September 2020 as presented. Approved.*

**Director's Report:** Report in packet.

- Reopening – Barker reports the PTL will stay at the same level of service since COVID cases are on the increase. However, they are increasing curbside service which will now be available throughout open hours.
- REALM studies have found that the virus survives six days on museum quality materials.
- Kent District Library is no longer quarantining library material. Libraries throughout West Michigan are decreasing the quarantine period. Barker is considering changing to 3-4 days. By consensus the board supported a 3-day period.
- The Community Foundation is featuring the PTL in an upcoming publication which may result in an increase in donations.
- MiHumanities has scheduled a Zoom presentation with Dr. Mona Attisha, author of *What the Eyes Don't See* on November 12<sup>th</sup> from 12:30 PM to 1:30 PM. It will be facilitated in Lansing with participation by Pentwater High School, WSCC and the PTL.

- PTL staff has hosted three outdoor class visits, introducing first and second grade students to the library and its services.
- All Halloween and Christmas activities are cancelled due to COVID.
- The Adult Winter Reading Program will begin in January.

### **Committee Reports:**

- **Building & Grounds Committee -**
  - Jamie Haskell reviewed our RFP draft and made the following recommendations:
    - Due to the size of the project look for general contractor and not a project manager.
    - Obtain a better set of drawings for the project. Invest in architect to include more detail to avoid unexpected additional fees as the project moves forward. Contractor must bid with due diligence but PTL must provide as much detail as possible, e.g. the base of the columns at the north entrance are solid brick.
    - Get additional print copies of the blueprints for the original building project and also make available in digital format.
    - Have landscape architect fine tune the landscaping including grading and sidewalk improvements.
    - Fascia, as well as soffit, needs to be replaced.
    - Add additional electrical while soffits are off. Run Cat 6 for future building security.
    - Replace current soffit lighting and check to see if outdoor light sensor is needed.
  - Committee Report –
    - Revised draft of RFP will be presented at next committee meeting.
    - Concerned about all the details we need to know before a final RFP can be approved.
    - Barker will send us the date of the next committee meeting which will be held in the library.
- **Finance Committee –**
  - LeTarte reported the committee did not meet.
  - Staff to update list of capital assets.
  - LeTarte recommends \$4-5K per year for computers.

### **Continuing Business:**

- **Emergency Lighting Update** – Still no response from Blackmer.
- **List of Potential Candidates** – Barker and staff are working on a list of candidates. Must be a registered voter in Pentwater Township and must be a registered user of the PTL. Looking to diversify the board by age, gender and ethnicity.
- **Update on Reopening Phase** – See Director's Report.
- **REALM Findings** – See Director's Report.
- **Update on CD at SSB** – See Treasurer's Report.

- **Update on Dumpster** – The Village has stopped paying on the dumpster and they are waiting for it to be removed. Bike racks will be placed on the pad but permanent installation will be held off until project plans are finalized.
- **Update on OverDrive** – OverDrive purchased RB Digital but at this time the magazines are still available on RB app.
- **Report on COVID Expenses** – Included in packet. Spent \$8000 with \$4000 covered by grant. Barker reported PPE supplies and are coming down in cost and are readily available.
- **Audit 2019-2020** – Barker received the final audit report (one copy) which did not include recommendations. It was reported as a clean audit. The audit process was more difficult since it was not on site due to COVID.

**New Business:**

- **Library Stats** – Barker will have the report at the meeting next month which will include accurate wi-fi use.
- **State Aid** – PTL will receive a slight increase in State Aid since the state budget includes a million dollar increase. MMLL Director was concerned about continuation of the co-op due to lack of funding but she believes co-op is safe for 2020-2021.

**Other Items to Come Before the Board:**

- Barker reported Region 7 had 100% census count.
- LundBorg stated there are concerns for the 2021-2022 state budget due to the lasting impact of COVID and no additional federal assistance.

**Agenda Items for Next Meeting:**

- Update on COVID Reopening Phase.
- Update on Emergency Lighting.
- Update on Dumpster.
- Revised RFP draft.
- Update on Overdrive.
- List of Potential Candidates.
- Capital Assets List.
- Library Stats.

**Next Meeting:** The next regular monthly meeting will be held on Tuesday, November 17th at 5:00 PM.

**Adjournment:** Motion by Church-McHugh with support by Peterson to adjourn meeting. Approved. The meeting was adjourned at 6:00 PM.

Signed: \_\_\_\_\_

Joan T. LundBorg, Board Secretary

**Pentwater Township Library  
Buildings & Grounds Committee  
Minutes  
10/15/2020**

**Call to Order:** The Buildings & Grounds Committee meeting was held at the PTL and was called to order at 4:05 PM by Board Vice-President Valerie Church-McHugh.

**Roll Call:** Present– Elaine LeTarte, Joan LundBorg, Valerie Church-McHugh, Cynthia Maguire and Nancy Peterson. Absent – Kendra Flynn.

**Also Present:** Mary Barker, Director PTL.

**Approval of Minutes Dated 09/03/2020:** Motion by LeTarte with support by Maguire to approve the minutes of 09/03/20 as presented. Approved.

**Information from Chris Brown:** Barker reported.

- Barker has been invited to a meeting with Chris Brown to discuss the removal of the library's portion of the ice rink pavement and grading. The PSC wants to keep the Village's portion of the asphalt as part of the community garden.
- Installation of the fencing around the community garden will begin on October 19.
- The Village has agreed to remove the dumpster and PTL has approval to move bike racks to the cement pad.
- Brown does not have enough information on the Park Street construction project to know if sidewalk improvements can be made. Will be getting details from contractors this winter.

**RFP Document Review:**

- Barker put together a draft which will be reviewed by Jamie Haskall. Committee members should also review the document.
- Barker received a cold call from Blue Streak Project Management out of Ohio. They would like to expand to our area and are looking for projects. Their fee is 8.5% at the end of the project which seems high to Jamie Haskall. He estimates it should be around 5% in our area.
- LundBorg suggested we should hold off action on RFP until after the election and the new board members are installed. By consensus the committee agreed to move forward. Present revised RFP draft at next B & G Committee meeting.

**Discuss 3-4 Year Plan for Projects, Maintenance and Repairs:**

- LeTarte presented the current Fixed Asset Replacement / Upgrade Worksheet.
- LeTarte explained the Board needs to understand what defines a capital asset.

- LundBorg will look into the need for a capital asset policy.
- LeTarte will add the projects as detailed in the RFP draft to the worksheet.

**Date of Next Meeting:** The next B & G Committee meeting will be held on Thursday, October 22, 2020 Zoom via at 1:00 PM.

**Adjournment:** Motion by LeTarte with support Peterson to adjourn. The meeting was adjourned at 4:54 PM.

Signed: \_\_\_\_\_

Joan T. LundBorg, Board Secretary

Pending

To: Pentwater Township Library Board  
From: Elaine LeTarte, (former) Treasurer  
Date: November 17, 2020  
Re: Month ended October 31, 2020

**FY21 Budgets:**

Copies of the two budgets are not attached. I do not yet have my printer/scanner set up, so could not do that this month.

**Operating Fund:**

Due to lessened activity because of the COVID19 pandemic, the Operating fund has spent only 38% of anticipated expenditures.

**Capital Fund:**

No new Capital expenditures in October.

**Fund Balances, Investments and Cash Holdings, and Endowment Fund**

**Fund Balances:**

	Operating Fund	CAP fund	Total
Fund Balances	\$357,447.82	\$55,542.58	\$421,131.67

**Investments and Cash Holdings:**

The spreadsheet showing the banks at which the Library's cash is held/invested is attached. The last Certificate of Deposit at Shelby State Bank matures in January. I suggest that Kendra Flynn withdraw it and deposited the proceeds into the money market at Shelby Bank.

**Endowment Fund:**

The Pentwater Library Fund at the Community Foundation's showed a total of \$24,053.85 as of the end of September, 2020.



INVESTMENTS AND CASH HOLDINGS: October 2020			Institutional Totals		Fund Totals		
Certificates of Deposit	Interest rates	maturity dates	WS	SSB	Operating	Capital	G/Totals*
OP -Jan (formerly Nov)	1.25%	1/22/2021		60,436.58	60,436.58		
<b>CD totals</b>				<b>60,436.58</b>	<b>60,436.58</b>		<b>60,436.58</b>
		*end of month					
operating	0.05%	checking*	16,051.12		16,051.12		
operating		money market*		61,858.74	61,858.74		
operating	0.10%	money market*	219,121.42		219,121.42		
capital	0.10%	money market*	55,560.49			55,560.49	
<b>Account totals</b>			<b>290,733.03</b>	<b>61,858.74</b>	<b>297,031.28</b>	<b>55,560.49</b>	<b>352,591.77</b>
<b>institutional totals</b>			<b>290,733.03</b>	<b>122,295.32</b>	<b>357,467.86</b>	<b>55,560.49</b>	<b>413,028.35</b>

**plus petty cash \$150** **357,617.86** **413,178.35**

COMMUNITY FOUNDATION FUNDS	Capital	FY income
George Wilber and Edna Hansen Fund	unknown	2,355
Pentwater Township Library Fund	\$24,054	- as of Sept 31, 2020

\* Grand Totals will not be same as Balance Sheet totals, if there are prepaid expenses (assets) and payroll liabilities.

**FUND BALANCE SHEETS** **357,447.82** **55,560.49** **413,008.31**

Pentwater Township Library  
Director's Report  
November 2020

**Covid-19**—We are still in Phase 6, allowing patrons in the library by appointment to select library materials, use computers, make copies, and to provide faxes for 25-minute sessions. Staff always cleans and sanitizes between appointments. We are also still doing curbside pick-up, but have changed it, so we will deliver materials without appointments, patrons just have to let us know they are coming, or sometimes letting us know they are in the parking lot. Because of the increase in the number of cases in the county, we may need to go back to limit people in the building further until the count goes down. There are some other issues involved with Covid. Most people (99%) are patient, thank us and understand our concerns about keeping patrons and staff safe. But 1% have been confrontational or post negative comments on Facebook. The length of time we have had restrictions has been hard on everyone, but some people have decided that they have had enough. We are grateful that most of our patrons understand our serious efforts to keep our community safe. Our Covid safety plans are well thought out with the help of the Library of Michigan and our local health officials.

**Book Clubs**—During a pandemic reading is one way to provide calm and to escape the negative attitudes in our daily lives. We have six active book clubs that are meeting in the area, with two directly library sponsored. The clubs are being very careful and meeting outside when the weather is nice, or in members garages or by using zoom. With the help of MeL, we are able to supply most clubs what they need.

**MiHumanities Great Michigan Read Wrap-up**—Dr. Mona Hanna-Attisha zoom meeting finally happened on Thursday, November 12. The MiHumanities hosted the discussion with students and staff at West Shore Community College, Pentwater Schools and the Pentwater Township Library. Preliminary numbers show that there were an additional 48 people that joined in to view the discussion.

**Library Records stored in the Community Room**—near the end of September with the help of staff and Mike and Kendra Flynn, we filled the Flynn's pick-up truck and my car with boxes of old library records, payroll, old audit reports, and invoices. I have been sorting and saving records with direction from the 22-page Michigan State retention schedules for Public Libraries. We are also labeling records with date when retention times are over, so that future staff isn't hit with massive mounds of records to go through.

**Community Foundation of Oceana County**—We were invited again to join the Three Wishes program that the Foundation does in the fall. One wish must be up to \$499, one wish up to \$1500 and one wish over \$1500. The wishes in order were a laminator with laminator supplies, the next was for a to create "To Go Bags" for grandparents/parents with a theme bag to check out. And the last one was for \$4,000 for commercial grade outdoor tables (picnic tables) for use around the library. We never know if we will find a donor, but it's fun to see what the possibilities could be.

Pentwater Township Library  
Director's Report  
November 2020

**Reach out to the Pentwater Schools**—During the pandemic we have had to change the way we do almost everything we had done pre-pandemic. We were not able to have some of the programs that are instinctive for libraries, like programs for children. After we were able to meet our 1<sup>st</sup> and 2<sup>nd</sup> grades for orientation outside at our picnic tables during September and October and saw the thrill and excitement when each child was presented with a book for them to own, I knew we needed to do something different. We only had about 15 children come into the library to pick books during our limited access. We needed to meet the teachers and students at their daily place—school. Contact is still a scary thing for families. I contacted Dr. K at Pentwater Schools to let him know that the library had a classroom bag of paperback books for each class from Pre—5<sup>th</sup> grade. Each teacher could decide whether to give a book as a forever book to each child or add the books to their classroom collection. Not only were the teachers, students and Dr. K blown away with this program, but we forged a new important partnership

**LEAP**—The Michigan Libraries Engage Project on November 5<sup>th</sup> was a day long zoom webinar hosted by MCLS and Library of Michigan. This is a six month program that meets once a month on zoom to introduce Appreciative Inquiry as a strength-based approach to help libraries to focus on our strengths and to begin to build a reconnection with patrons and the wider community.

Respectfully submitted,

Mary Barker, Director



MATERIALS BY DATE ADDED FY 2020-21

Material Type	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
1 - New Fiction						2	2						4
2 - New Non-Fiction													0
5 - Adult Fiction			85	54	51	38	53						281
6 - Adult Non-fiction			7	9	32	28	24						100
7 - Audio Books			1	2	1	1	5						10
8 - Easy Read				1			2						3
9 - Hold Shelf													0
10 - Juvenile Audio													0
11 - Juvenile Easy			13	19	12	10	13						67
12 - Juvenile Fiction			10	13	10	8	3						44
13 - Juvenile Magazine			8	1	1	3	2						15
14 - Juvenile Non-fic			5	1		5	3						14
15 - Juvenile Video			3	5	2	1							11
16 - Juvenile Video Series													0
17 - Large Print Fiction			8	3	3	2	9						25
18 - Large Print Non-Fiction			1				1						2
19 - Magazine			146	43	53	39	43						324
24 - Paperback Fiction				1									1
26 - Reference Adult													0
27 - Video			10	11	20	6	1						48
28 - Video Series			1	1	1		1						4
29 - Young Adult Fiction			5	3	1	1	1						11
30 - Young Adult Magazine													0
31 - Young Adult Non-Fiction			2	1		6	10						19
50 - Launchpad													0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>305</b>	<b>168</b>	<b>187</b>	<b>150</b>	<b>173</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>983</b>

Pentwater Township Library  
 DIRECTOR'S REPORT -  
 October Statistics

11/1/2020

CIRCULATION	2020	2019	%	ATTENDANCE	2020	2019	%
				ADULT PROGRAM*		56	-100
				TEEN PROGRAM*		0	#DIV/0!
FICTION	360	485	-26	CHILDREN PROGRAM*	27	393	-93
NON-FICTION	99	106	-7				
LARGE PRINT FICTION	28	60	-53	<b>TOTAL</b>	<b>27</b>	<b>449</b>	<b>-94</b>
LARGE PRINT NON-FICTION	2	3	-33				
				EVENING PATRONS	5	455	-99
				<b>TOTAL PATRONS*</b>	<b>266</b>	<b>1809</b>	<b>-85</b>
<b>TOTAL</b>	<b>489</b>	<b>654</b>	<b>-25</b>				
				<b>NEW REGISTRATIONS</b>			
				ADULT	5	8	-38
PERIODICALS	47	86	-45	CHILDREN	2	1	100
PAPERBACKS		6	-100	ANNUAL	0	1	-100
AUDIO	27	29	-7				
VIDEOS & DVDS	135	349	-61	<b>TOTAL*</b>	<b>7</b>	<b>10</b>	<b>-30</b>
				Total Deleted Items	44	539	-92
OVERDRIVE AUDIO	138	114	21				
OVERDRIVE E-BOOKS	442	410	8	Tutor Room		0	
MEL CAT OUTGOING	67	85	-21	Multipurpose Room	1	16	
MEL CAT INCOMING	112	139	-19				
RBDigital: emagazines			#DIV/0!	<b>RE-REGISTRATIONS</b>			
RBDigital: eaudio				ADULT	20	21	-5
<b>TOTAL</b>	<b>968</b>	<b>1218</b>	<b>-21</b>	CHILDREN	0	1	-100
				<b>TOTAL*</b>	<b>20</b>	<b>22</b>	<b>-9</b>
J FICTION	29	39	-26				
J NON-FICTION	7	9	-22				
J EASY	128	155	-17	<b>COPIES</b>			
J PERIODICALS		15	-100	BLACK	1105	1934	-43
J VIDEOS & DVDS	16	127	-87	COLOR	555	1717	-68
J AUDIO		0	#DIV/0!				
<b>TOTAL*</b>	<b>180</b>	<b>345</b>	<b>-48</b>	OFFICE FAX USAGE		1	-100
				PUBLIC FAX OUT	93	133	-30
Y FICTION	2	9	-78	PUBLIC FAX RECEIVE		0	#DIV/0!
Y NON-FICTION	6	7	-14				
Y PERIODICALS		0	#DIV/0!	COMPUTER USAGE*	14	204	-93
<b>TOTAL*</b>	<b>8</b>	<b>16</b>	<b>-50</b>	WIRELESS USAGE*	230	596	-61
<b>GRAND TOTAL*</b>	<b>1645</b>	<b>2233</b>	<b>-26</b>				

Jun-17					
Circulation Desk	Custom Circulation Desk with Quartz work surface			\$	13,896.00
Counter	located behind circulation desk with Quartz top			\$	1,494.60
Shelving	New maple Panels, all material and labor to complete shelving using existing shelves			\$	31,487.22
Adult Tables	60"x42" Folio Tables with power/USB(2)	\$	1,688.28	\$	3,376.56
Adult Chairs	Jasper Chair: upholstered seat and upholstered wood slate back(8)	\$	427.17	\$	3,417.36
Lounge Chair	Studio Q Upholstered Irma Lounge Chair (4)	\$	1,479.70	\$	5,918.80
Computer Table	60" diameter laptop computer table			\$	3,253.48
Computer Table	60" diameter laptop computer table with usb units			\$	3,886.26
Adult computer chairs	Sit On It: Wit Task Chairs with fabric seat and Sand Mesh back(8)	\$	329.93	\$	2,639.44
Youth Chairs	Sit On It: Wit Task Stools with fabric seat and Sand Mesh back(3)	\$	362.93	\$	1,088.79
Childrens Table	TMC: 42" by 27"high Kestrel table			\$	1,006.75
Childrens Chairs	TMC: Dottie Style Chairs Maple seat with rounded back(4).	\$	399.19	\$	15,996.76
Childrens Stools	TMC: fully upolstered Zetty stool(4)	\$	513.31	\$	2,053.24
Chair and a half	LDA Fully upholsterd Soiree Lounge chair			\$	1,457.88
Circulation Desk Chairs	Sit On It: Wit Task Stools with upholstered seat and mesh back(2)	\$	394.49	\$	788.98
Staff chairs	Sit On It: Wit task chairs with sand mesh back and upholstered seat (3)	\$	388.24	\$	1,164.72
Media Tables	Media Tech: 72" x 26" Technmix style flip top tables (4)	\$	724.50	\$	2,898.00
Media chairs	Sit On It: Lumin stacking chair(20)	\$	116.75	\$	2,335.00
Director Office	Furniture: Desk, overhead storage, conference table,			\$	4,888.00
Staff Office	Furniture: built in cabinetry, stand-up work counter, and sit down work stations			\$	8,072.65
Storage Cabinet	Furniture: small storage cabinet in staff area			\$	721.70
Childrens Area	Computer Counters for childrens and young adult			\$	2,775.00
Meeting Room	storage cabinetry, sink counter			\$	4,664.65
Meeting Room	Folding Glass partition			\$	7,375.00
Main Entry doors	ADA automatic door actuators			\$	14,355.00

Sold 6/12/19 for \$240

Date	Number	Item	Price
Jul-20		Vtech telephone cordless	19.99
6/18/2020		Kingsley K Series 4ever 50 Series Book Drop Box with return cart	4843.22
10/23/2019		2 Honeywell Scanners	653.19
8/26/2019		9 Wyze Cameras, sd cards, mounting kits	1481.8
8/1/2019		2 Heil G9MXE0801716A Furnaces with 2 emd 4x36L17A Cased Colle	7700
		2 Heil N4A336AKF 13 Seer Condensing Units	
		2 General Air Humidifiers with Humidistats	
		40 Gallon Electric Water Heater	
4/2017-3/2018			
5/26/2017		Hamilton Beach 2 slice toaster	19.94
5/26/2017		Hamilton Beach Microwave	69
5/27/2017		fridge:WRT518SZFM-28 In W 18 CU. Ft	527.56
6/7/2017		Literature Holder and top-Loading Frames	103.38
8/22/2017		Signage: hanging and endcap	457.91
8/22/2017		Brother AD24 Label Maker and charger	71.98
9/24/2017		Staff Bathroom Shelving and bins	56.92
9/13/2017		Closet Shelving	220.25
3/14/2017		Phone: AT&T 3HS	69.99
5/3/2017		Everyday Sports All Terrain Utility Cart Collapsible Wagon with Folding Umbrella	255
6/2/2017		Bag lawn Chairs 2	12
11/10/2017		Staff Counter Height Chairs 2	224.71
11/11/2017		Aquasorb Premiere Mats	456.21
1/23/2018		Bulletin Board	52.99
		24' 60HZ LED Insignia TV	158.98
		2'x4' maple slatwall panels	69
1/11/2018		Safco Impromptu Refreshment Hospitality Cart, Gray	339.869
2/15/2018		Track Lighting for back wall	235
1/20/2018		Donation Wall TV	159.98
11/22/2017		Cabinet to cover computer wires	162.17
1/29/2018		Footstools 2	239.98
3/5/2018		Crosswave vacuum and Wash	
3/8/2018		Bulletin Board	53.36
8/3/2018		Toilet for staff bathroom	216.13
9/12/2018		Taotronics TT_B5003 Black usb automatic wired handheld Laser Barcode Scanner	47.99
4/2016-3/2017			
9/19/2016	A0006	Replaced old Riccarr Vaccum with New Riccarr Vaccum	419.99
4/2015-3/2016			
9/2/2015	A0004	Wireless Microphone	59.99
2015		Bunn Coffee Maker	110
4/2014-3/2015			



5/27/2014	Dalite Deluxe Insta-Theat 80" Diagonal WP		387
6/11/2014	Epson LCD Projector Model H429A serial no: 2HK2900034		1019.98
7/6/1905	Silver Street Pull Up Screen		125
4/2013-3/2014			
12/11/2013	4-Photoshop Elements		429.99
12/11/2013	3 folding tables		429.99
4/2012-3/2013			
10/10/2012	Ricccar Vac		459.99

Status	Location	Type	Descriptor	Manufacturer	Model#	Estimated	Serial #	Operating	Year Purch	Year Remo	Monitor	Accessories
In Use	Conference	Television	49" TV	LG	49UH610A	\$550.00	703RMSS1K374		2017			
In Use	Kids - Propri	Computer - Tower		Dell	Kids Compi	\$400.00		AWE	Unknown		19" (Existin	Keyboard/†
In Use	Library - Ba	Computer - Laptop		Dell		\$200.00		Windows 7	2012			
In Use	Library - Pa	Computer - Laptop		Dell	Latitude E5	\$150.00		Windows 7	2011			
In Use	Library Adc	Computer - Mini Tower		Asus	2-N017U	\$305.00		Chrome OS	2020		ViewSonic	Keyboard/†
In Use	Library Adc	Computer - Mini Tower		Asus	2-N017U	\$305.00		Chrome OS	2020		ViewSonic	Keyboard/†
In Use	Library Adc	Computer - Mini Tower		Asus	2-N017U	\$305.00		Chrome OS	2020		ViewSonic	Keyboard/†
In Use	Library Adc	Computer - Mini Tower		ASUS	CHROMEBC	\$235.00		Chrome OS	2017		Dell 19" (E)	Keyboard/†
In Use	Library Adc	Computer - All in One		HP	Unknown	Donated		Chrome OS	2019		NA	Keyboard t†
In Use	Library AdL	Computer - Mini Tower		Apple	Mac Mini	\$800.00		Mac OS12	2017		Samsung - :	Keyboard/†
In Use	Library AdL	Computer - Mini Tower		Apple	Mac Mini	\$800.00		Mac OS12	2017		Samsung - :	Keyboard/†
In Use	Library AdL	Computer - Mini Tower		Lenovo	ThinkCentr	\$700.00		Windows 1	2017		Samsung - :	Keyboard/†
In Use	Library AdL	Computer - Mini Tower		Lenovo	ThinkCentr	\$700.00		Windows 1	2017		Samsung - :	Keyboard/†
In Use	Library AdL	Computer - Mini Tower		Acer	CX13-I38GN	\$456.00		Chrome OS	2020		BenQ 24" -	Keyboard/†
In Use	Library AdL	Computer - Mini Tower		ASUS	CHROMEBC	\$235.00		Chrome OS	2017		Dell 19" (E)	Keyboard t†
In Use	Main Librai	Printer	Laser Print†	HP	Laserjet P3	\$300.00			Unknown			
In Use	Main Librai	Printer	Copy/Print†	Xerox	WorkCentr	NA			Lease			
In Use	Main Librai	Television	55" TV	LG	55UH615A	\$630.00	702RMNE53455		2017			
In Use	Main Librai	Network A†	Network A†	Ubiquity	UAP-AC-PR	\$390.00			2017			
In Use	Network C†	Computer - Mini Tower		Shuttle	XH81V	\$300.00	XH8100401	PFsense	2015			
In Use	Network C†	Network A†	Network St	Synology	DS216	\$350.00			2017			
In Use	Network C†	Network Fi	Network Fi	Ubiquity	Edge Route	\$60.00		Uniquity	2017			
In Use	Network C†	Network S†	Network sv	Netgear	TL-SG108	\$75.00			2017			
In Use	Network C†	Network S†	Network Pt	Netgear	GS108PEv3	\$103.00			2017			
In Use	Network C†	UPS - Powe	Battery Bac	CyberPowe	825VA	\$75.00			2017			
In Use	Staff - Libr†	Printer	Inkjet Print	HP	Officejet Pr	\$200.00			2016			
In Use	Staff - Libr†	Printer	Thermal Pr	Epson	C31CB1002	\$160.00			2017			
In Use	Staff - Libr†	Printer	Thermal Pr	Star	TSP600	\$160.00			Unknown			
In Use	Staff - Libr†	Scanner	Handheld Scanner			\$75.00			Unknown			
In Use	Staff - Libr†	Computer - Mini Tower		Lenovo	Think Cent†	\$556.00		Windows 1	2020		Lenovo D2†	Keyboard/†
In Use	Staff - Libr†	Computer - Mini Tower		Lenovo	Think Cent†	\$556.00		Windows 1	2020		Lenovo D2†	Keyboard/†
In Use	Staff - Mar†	Computer - Laptop		Toshiba	Satellite S5	\$600.00	YF055407C	Windows 1	2016			Mouse
In Use	Staff - Med	Computer - Laptop		Dell	Latitude E5	\$150.00		Windows 7	2011			

In Use	Staff - Offic Printer	Laser Printr HP	MFP M277	\$350.00			2016
In Use	Staff - Offic Network R	Wireless R	Netgear	WNDR370	\$150.00		2014
In Use	Staff - Offic Ipad Pro 9	Ipad	Apple	MLMX2LL/	\$528.00	DMPTG44NH1ML	2017
In Use	Staff - Offic Ipad Pro 9	Ipad	Apple	MLMX2LL/	\$528.00	DMPH3N4H1MV	2017
In Use	Staff - Offic Ipad	Ipad	Apple	MP2HLL/A	\$398.00	DMPTBV692HLFD	2017
In Use	Staff - Offic Ipad	Ipad	Apple	MP2HLL/A	\$398.00	DMPTV67KHLFD	2017
In Use	Staff - Offic Printer	Copy/Print	Xerox	WorkCentr NA		Lease	
In Use	Staff - Offic Computer - Mini Tower	Lenovo	ThinkCentr	\$700.00	Windows 1		2017
In Use	Staff - Offic Computer - Mini Tower	Lenovo	ThinkCentr	\$700.00	Windows 1		2017
In Use	Staff - Offic Scanner (3) Handheld	S Symbol	LS2208	\$225.00			2017
In Use	Staff - Offic Network R	Wireless R	Netgear	N150	\$60.00		2014

Samsung - :Keyboard/t  
Samsung - :Keyboard/t

# PENTWATER TOWNSHIP LIBRARY

## TRUSTEE ORIENTATION CHECKLIST

Name of New Trustee: \_\_\_\_\_

Date Elected or Appointed: \_\_\_\_\_

It is the recommendation of the Pentwater Township Library to provide a new trustee at the beginning of his/her term with an orientation consisting of an introduction and overview of the library and board procedures and documents. The new board member orientation will be conducted by the library director with the support and assistance of the board of trustees. The orientation will be take place as soon as possible following the election - preferably before the first board meeting and at least within the first 3 months of the trustee's new appointment.

1. The board president/designee and the library director will contact the new trustee to welcome him/her to the board and schedule the orientation session or sessions. Please supply the date that the following occurred:

- \_\_\_\_\_ a. Contacted by a Board Representative
- \_\_\_\_\_ b. Contacted by the Library Director
- \_\_\_\_\_ c. Board Mentor \_\_\_\_\_  
Name
- \_\_\_\_\_ d. Trustee took the oath of office at the Pentwater Township Office

2. The library director will share the following information with the new trustee:

- \_\_\_\_\_ a. Library of Michigan Trustee Manual
- \_\_\_\_\_ b. Board Notebook
  - 1). List of board members, indicating terms of office, board officers, committee members, and advisory board members
  - 2). Location, schedule, and conduct of meetings (sample agenda)
  - 3). Board bylaws and policies
  - 4). List of staff, salary schedule, personnel manual
  - 5). Board Minutes (Current Year)
  - 6). Financial information, current and previous year budgets

3. The library director and or board representative will discuss and/or make available for review the following items:

- \_\_\_\_\_ a. Latest Annual Report
- \_\_\_\_\_ b. Mission Statement and Strategic Plan/Action Plan
- \_\_\_\_\_ c. Audit reports
- \_\_\_\_\_ d. Tax Rate
- \_\_\_\_\_ e. Library procedures
- \_\_\_\_\_ f. Brochures or other concise information about the library or library services
- \_\_\_\_\_ g. Calendar of events
- \_\_\_\_\_ h. Library website [www.pentwaterlibrary.org](http://www.pentwaterlibrary.org)

- \_\_\_\_\_ i. Library of Michigan [www.michigan.gov/library](http://www.michigan.gov/library)
- \_\_\_\_\_ j. Mid Michigan Library League (library cooperative) [www.mml.org](http://www.mml.org)
- \_\_\_\_\_ k. Michigan Library Association [www.mllibraries.org](http://www.mllibraries.org)
- \_\_\_\_\_ l. American Library Association [www.ala.org](http://www.ala.org)
- \_\_\_\_\_ m. Recent library accomplishments

4. The orientation will include a tour of the library and an introduction to the staff.

\_\_\_\_\_ Date of tour \_\_\_\_\_ Tour Given By \_\_\_\_\_

Items to discuss on the tour:

- \_\_\_\_\_ a. How the library is organized and governed
- \_\_\_\_\_ b. How the library is funded
- \_\_\_\_\_ c. How the library is operated day to day
- \_\_\_\_\_ d. How the library is linked to other resources and libraries
- \_\_\_\_\_ e. How the library serves the needs of the community
- \_\_\_\_\_ f. How the library could better serve the community

\_\_\_\_\_  
Trustee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Library Director Signature

\_\_\_\_\_  
Date

Created April 2018

To: Pentwater Township Library Board  
and Mary Barker, Library Director

From: Elaine LeTarte

Date: November 17, 2020

Re: Resignation from the Board

ENTERED NOV 17 2020

As of November 13, 2020, I no longer reside in Pentwater Township. Therefore, I resign my elected position as a Trustee of the Pentwater Township Library.

It has been an honor and a privilege to have spent the last eight years working with all of you on the Board—present and past—and with the Directors of the Library. I believe we have accomplished good things for all the residents and visitors to Pentwater, and did so with both the civility and good will that mark democracy in action.

Thank you.

To: Pentwater Township Library Board  
and Mary Barker, Library Director

From: Elaine LeTarte

Date: November 17, 2020

Re: Resignation from the Board

As of November 13, 2020, I no longer reside in Pentwater Township. Therefore, I resign my elected position as a Trustee of the Pentwater Township Library.

It has been an honor and a privilege to have spent the last eight years working with all of you on the Board—present and past—and with the Directors of the Library. I believe we have accomplished good things for all the residents and visitors to Pentwater, and did so with both the civility and good will that mark democracy in action.

Thank you.

Cynthia  
Maguire  
Resignation

**Clerk**

---

**From:** Mary Barker <mbarker@pentwaterlibrary.org>  
**Sent:** Friday, November 27, 2020 9:20 AM  
**To:** Clerk  
**Subject:** Fw: Resignation

Hello Sue--A week or so ago I forwarded Elaine LeTarte's resignation letter to you. In the message below is the resignation from Cynthia Maguire.

Mary

Mary Barker, Director  
Pentwater Township Library  
402 E. Park Street  
Pentwater, MI 49449-7710  
231 869-8581

---

**From:** kendra flynn <kendraflynn@gmail.com>  
**Sent:** Wednesday, November 25, 2020 2:14 PM  
**To:** Mary Barker  
**Subject:** Fwd: Resignation

Please forward this and Elaine's to Sue Johnson.  
Thank you.  
K

----- Forwarded message -----

**From:** David Maguire <[dwmaguire@charter.net](mailto:dwmaguire@charter.net)>  
**Date:** Wed, Nov 25, 2020 at 2:05 PM  
**Subject:** Resignation  
**To:** <[kendraflynn@gmail.com](mailto:kendraflynn@gmail.com)>  
**Cc:** <[cjmaguire@charter.net](mailto:cjmaguire@charter.net)>

To Kendra Flynn, Chairman  
Pentwater Township Library  
Pentwater, MI

Dear Kendra,  
Please accept my resignation from the Board of the Pentwater Township Library effective November 20, 2020. This is with regret, but relocating out of town necessitates this decision.  
Cynthia Maguire





## PENTWATER FIRE DEPARTMENT

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

Phone 231.869.5987 • Fax 231.869.8511  
www.pentwaterfiredepartment.com

### Monthly Meeting Agenda

---

Meeting Date: Wednesday, December 2, 2020 19:00

Meeting Location: Virtual via Zoom due to the Coronavirus Pandemic

Call to Order

---

In accordance with SB1108 (now PA 228 of 2020), this meeting is being conducted electronically via Zoom for safety in response to the COVID pandemic.

Join Zoom Meeting:

<https://us02web.zoom.us/j/87067121223?pwd=L2xoL3Qxd1VrMElhZ2gvZFYramJOUT09>

Meeting ID: 870 6712 1223

Passcode: 394745

312-626-6799 US (Chicago)

- I. Call to Order
- II. Compliance with SB 1108 (Secretary Ray Hasil)
  - a. For each member attending remotely, state the following:
    - i. **Name**
    - ii. **County** from where you are attending the meeting
    - iii. **City/Township/Village** from where you are attending the meeting
    - iv. **State** from where you are attending the meeting
- III. Reading and Approval of Minutes
  - a. Minutes from 11/4/2020
- IV. Reports of Officers
  - a. Treasurer Terry Cluchey
    - i. Balances:
      1. Money market: \$331,896.18
      2. Checking: \$41,911.81
      3. Total balance: is \$373,807.99
      4. 2020 budget: \$100,692.39 remaining
      5. Payroll: \$19,475.00
      6. Cash available: \$273,115.60
- V. Old Business
  - a. Aerial apparatus
    - i. Everything required by the Township Board will need to be approved on or before their December 9 meeting.
- VI. New Business
- VII. Training
  - a. Target Solutions
- VIII. Discussion on Last Month's Calls- there were 7 fire and 31 medical calls for service in November.
- IX. Adjourn

Secretary- Ray Hasil



## PENTWATER FIRE DEPARTMENT

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

Phone 231.869.5987 • Fax 231.869.8511  
www.pentwaterfiredepartment.com

### Monthly Meeting Minutes

---

Meeting Date: Wednesday, November 4, 2020 19:00  
Meeting Location: Pentwater Fire Department  
Call to Order

---

- I. Pledge of Allegiance
- II. Reading and Approval of Minutes
  - a. Minutes from 10/7/2020
- III. Reports of Officers
  - a. Treasurer Terry Cluchey
    - i. Balances:
      1. Money Market: \$331,893.46
      2. Checking: \$62,558.03
      3. Total balance is \$394,451.49
      4. 2020 budget: \$101,026.66 remaining
      5. Payroll is at \$13,525.00
- IV. Old Business
  - a. Aerial apparatus
    - i. The new millage ballot measure of 0.5 mils for 6 years for the purchase of a new aerial apparatus passed yesterday in the November 3, 2020 general election. The measure passed by a margin of 803 yes to 471 no votes.
    - ii. Legal counsel has been contacted to develop for a competitive bid process. The total cost is \$990,294.00. If we pay off the entire cost by paying Pierce with one lump sum before the end of this year, we will realize a \$35,450.00 discount. We plan on making a 25% down payment in the amount of \$238,710.92 and financing the remaining 75% to take advantage of the \$35,450 discount.
    - iii. Everything required by the Township Board and the Village Council will need to be approved on or before their December meetings, on December 9 and December 14 respectively.
- V. New Business
  - a. New member- we have interest from a possible new member. Jonathan will follow up.
- VI. Training
  - a. Target Solutions- our first assignment, Bloodborne Pathogens, was pushed to department members. Jonathan verified logins with everybody. The application will push daily reminders after November 30.
  - b. Jesse is instructing 12 hours over the next few months to complete his Instructor I certification.
- VII. Discussion on Last Month's Calls- there were 3 fire and 32 medical calls for service in October.
- VIII. Adjourn- a motion to adjourn by Jesse Bowman was seconded by Terry Cluchey.

Secretary- Ray Hasil



## PENTWATER FIRE DEPARTMENT

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

Phone 231.869.5987 • Fax 231.869.8511  
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### Officer Meeting Minutes

---

Meeting Date: Wednesday, November 4, 2020 19:00  
Meeting Location: Pentwater Fire Department  
Call to Order

---

- I. Pledge of Allegiance
- II. Reading and Approval of Minutes
  - a. Minutes from 10/7/2020
- III. Reports of Officers
  - a. Treasurer Terry Cluchey
    - i. Balances:
      1. Money Market: \$331,893.46
      2. Checking: \$62,558.03
      3. Total balance is \$394,451.49
      4. 2020 budget: \$101,026.66 remaining
      5. Payroll is at \$13,525.00
- IV. Old Business
  - a. Aerial apparatus
    - i. The new millage ballot measure of 0.5 mils for 6 years for the purchase of a new aerial apparatus passed yesterday in the November 3, 2020 general election. The measure passed by a margin of 803 yes to 471 no votes.
    - ii. Legal counsel has been contacted to develop for a competitive bid process. The total cost is \$990,294.00. If we pay off the entire cost by paying Pierce with one lump sum before the end of this year, we will realize a \$35,450.00 discount. We plan on making a 25% down payment in the amount of \$238,710.92 and financing the remaining 75% to take advantage of the \$35,450 discount.
    - iii. Everything required by the Township Board and the Village Council will need to be approved on or before their December meetings on December 9 and December 14 respectively.
    - iv. We need guidance from legal counsel, the Village and the Township for whom will be signing on the legal contract. Ray will check with Mark Nettleton and then provide details with both the Village and Township for them to review the proposal.
- V. New Business
- VI. Training
  - a. Target Solutions- our first assignment, Bloodborne Pathogens, was pushed to department members.
- VII. Discussion on Last Month's Calls- there were 3 fire and 32 medical calls for service in October.
- VIII. Adjourn

Secretary- Ray Hasil



### Monthly Meeting Agenda

---

Meeting Date: Wednesday, December 2, 2020 19:00

Meeting Location: Pentwater Fire Department

Call to Order

---

- I. Reading and Approval of Minutes
  - a. Minutes from 11/4/20
- II. Reports of Officers
  - a. Treasurer Terry Cluchey
- III. Old Business
- IV. New Business
- V. Adjourn



### Monthly Meeting Minutes

---

Meeting Date: Wednesday, November 4, 2020 19:00

Meeting Location: Pentwater Fire Department

Call to Order

---

- I. Reading and Approval of Minutes
  - a. Minutes from 10/7/20
  
- II. Reports of Officers
  - a. Treasurer Terry Cluchey
    - i. Balance is \$1,803.00.
  
- III. Old Business
  
- IV. New Business
  
- V. Adjourn- a motion to adjourn by Paul Smith was seconded by Jesse Bowman.

TOWNSHIP OF PENTWATER, MICHIGAN  
\$716,000 INSTALLMENT PURCHASE AGREEMENT

BID FORM

November 23, 2020

Township of Pentwater  
Attn: Sue Johnson, Clerk  
500 N. Hancock St.  
Pentwater, MI 49449

Ladies and Gentlemen:

We offer to assist the Township by accepting an assignment of the vendor's interest in the Installment Purchase Agreement for the acquisition of property, as described in and subject to the terms and conditions of the Financing Specifications dated November 10, 2020, on the following terms:

1. Principal Amount (this is an estimated amount subject to adjustment by the Township to conform to the purchase price of property) \$716,000:

Total Interest Cost, assuming that the Installment Purchase Agreement is dated December 23, 2020, and payable in six annual payments of principal payable on May 1, 2021, and annually thereafter until paid in full with interest payable semi-annually on May 1 and November 1 of each year beginning May 1, 2021 **\$19,688.00.**

**Payment amortization schedule is attached, calculated at 0.95%, computed on the basis of a 360-day year, comprised of twelve 30-day months, for the actual number of days elapsed between payment dates.**

The obligation shall be fully prepayable, without restriction, penalty or premium, on any date.

2. If the contract for financing of the Installment Purchase Agreement is awarded to us, we agree to all the terms and conditions contained in the Financing Specifications, and without limitation of the foregoing, we agree to execute and deliver to the Township the Purchaser's Investment Certificate substantially in the form provided with the Financing Specifications.

3. We recognize that the Township reserves the right to reject any, and all bids, and not to proceed with financing, in its discretion.

4. This bid shall remain open and capable of acceptance until 6:00 p.m., Local Time, Thursday, December 10, 2020. Closing of the transaction shall occur not later than 45 days thereafter but, is tentatively scheduled for December 23, 2020.

Respectfully submitted,

By:

  
Michael E. Jeruzal

Dated: November 23, 2020.

WEST SHORE BANK  
201 West Loomis Street  
Ludington, MI. 49431

Business Phone: 231.845.3503

**PLEASE USE CELL: 231.233.3224**

Business Email: [mikej@westshorebank.com](mailto:mikej@westshorebank.com)

AMORTIZATION @ 0.95% INTEREST

<u>DATE</u>	<u>PMT. AMT.</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u># OF DAYS</u>	<u>BALANCE</u>
12/23/20	\$ -	\$ -	\$ -	0	\$ 716,000.00
05/01/21	\$ 121,770.71	\$ 119,333.33	\$ 2,437.38	129	\$ 596,666.67
11/01/21	\$ 2,897.15	\$ -	\$ 2,897.15	184	\$ 596,666.67
05/01/22	\$ 122,183.24	\$ 119,333.33	\$ 2,849.91	181	\$ 477,333.34
11/01/22	\$ 2,317.72	\$ -	\$ 2,317.72	184	\$ 477,333.34
05/01/23	\$ 121,613.26	\$ 119,333.33	\$ 2,279.93	181	\$ 358,000.01
11/01/23	\$ 1,738.29	\$ -	\$ 1,738.29	184	\$ 358,000.01
05/01/24	\$ 121,052.72	\$ 119,333.33	\$ 1,719.39	182	\$ 238,666.68
11/01/24	\$ 1,158.86	\$ -	\$ 1,158.86	184	\$ 238,666.68
05/01/25	\$ 120,473.29	\$ 119,333.33	\$ 1,139.96	181	\$ 119,333.35
11/01/25	\$ 579.43	\$ -	\$ 579.43	184	\$ 119,333.35
05/01/26	\$ 119,903.33	\$ 119,333.35	\$ 569.98	181	\$ -
<b>TOTALS</b>	<b>\$ 735,688.00</b>	<b>\$ 716,000.00</b>	<b>\$ 19,688.00</b>		



**SSB**  
**SHELBY STATE BANK**

30 N. Meyers Road  
Ludington, MI 49431

**November, 23 2020**

**RE: Township of Pentwater – Pierce Enforcer**

To whom it may concern,

On behalf of Shelby State Bank, we truly appreciate the opportunity to provide the Township of Pentwater a financing offer to assist in the purchase of a new Pierce Enforcer Aerial Ladder Fire Truck. Please allow this letter to serve as a commitment to provide financing as follows:

<b>Borrower:</b>	<b>Township of Pentwater</b>
<b>Loan Amount:</b>	<b>\$716,000.00</b>
<b>Purpose:</b>	<b>Purchase a new Pierce Enforcer Aerial Ladder Fire Truck.</b>
<b>Interest Rate:</b>	<b>1.24% Fixed Rate (Tax Exempt)</b>
<b>Term:</b>	<b>6-year</b>
<b>Payment:</b>	<b>Payment Schedule attached.</b>
<b>Pre-Payment Penalty:</b>	<b>None</b>
<b>Costs:</b>	<b>Loan Origination Fee: Waived</b>

- Financial:** The Borrower shall provide (but not limited to):
- Annual Financial Statements
  - Any additional information requested
  - Financial reporting must be supplied to SSB by June 1 of the subsequent year.

**DISCLAIMER:**

All documentation related to the proposed credit shall be in form and substance acceptable to SSB and its counsel. All borrowing and guaranteeing entities will be required to provide the necessary documentation of establishment and the authorized signers. This documentation may include Articles of Incorporation, Operating Agreement or By-Laws, Resolutions, Board of Directors Minutes, etc. Also, all State of Michigan Department of Licensing and Regulatory Affairs entity filings must be current.

Furthermore, this proposal is based on the adequate fulfillment of all SSB policies, procedures, guidelines, and requirements. If additional information is requested to fulfill the aforementioned SSB policies, procedures, guidelines, and requirements the borrower agrees to provide this information

We appreciate the opportunity to obtain your business and we look forward to partnering with you. For specific questions or concerns please contact us via email at [jraven@shelbybank.com](mailto:jraven@shelbybank.com) or call at 231-843-4878 or 231-690-9447.

Sincerely,

*John Raven*

John E. Raven  
VP/Commercial Lender

<b>Amortization Schedule</b>						
<b>Date</b>	<b>Description</b>	<b>Total Payment</b>	<b>P&amp;I Payment</b>	<b>Principal Payment</b>	<b>Interest Payment</b>	<b>Principal Balance</b>
Dec 23, 2020	Beginning Balance					716,000.00
<b>⊕ 2020 Totals</b>						
⊕ May 01, 2021	Principal and Interest Payment	122,638.12	122,638.12	119,456.69	3,181.43	596,543.31
⊕ Nov 01, 2021	Interest Only Payment	3,780.76	3,780.76		3,780.76	596,543.31
<b>⊕ 2021 Totals</b>						
		<b>126,418.88</b>	<b>126,418.88</b>	<b>119,456.69</b>	<b>6,962.19</b>	
⊕ May 01, 2022	Principal and Interest Payment	123,175.81	123,175.81	119,456.69	3,719.12	477,086.62
⊕ Nov 01, 2022	Interest Only Payment	3,023.67	3,023.67		3,023.67	477,086.62
<b>⊕ 2022 Totals</b>						
		<b>126,199.48</b>	<b>126,199.48</b>	<b>119,456.69</b>	<b>6,742.79</b>	
⊕ May 01, 2023	Principal and Interest Payment	122,431.06	122,431.06	119,456.69	2,974.37	357,629.93
⊕ Nov 01, 2023	Interest Only Payment	2,266.58	2,266.58		2,266.58	357,629.93
<b>⊕ 2023 Totals</b>						
		<b>124,697.64</b>	<b>124,697.64</b>	<b>119,456.69</b>	<b>5,240.95</b>	
⊕ May 01, 2024	Principal and Interest Payment	121,698.63	121,698.63	119,456.69	2,241.94	238,173.24
⊕ Nov 01, 2024	Interest Only Payment	1,509.49	1,509.49		1,509.49	238,173.24
<b>⊕ 2024 Totals</b>						
		<b>123,208.12</b>	<b>123,208.12</b>	<b>119,456.69</b>	<b>3,751.43</b>	
⊕ May 01, 2025	Principal and Interest Payment	120,941.57	120,941.57	119,456.69	1,484.88	118,716.55
⊕ Nov 01, 2025	Interest Only Payment	752.40	752.40		752.40	118,716.55
<b>⊕ 2025 Totals</b>						
		<b>121,693.97</b>	<b>121,693.97</b>	<b>119,456.69</b>	<b>2,237.28</b>	
⊕ May 01, 2026	Principal and Interest Payment	119,456.68	119,456.68	118,716.55	740.13	
<b>⊕ 2026 Totals</b>						
		<b>119,456.68</b>	<b>119,456.68</b>	<b>118,716.55</b>	<b>740.13</b>	
<b>⊕ Grand Total</b>						
		<b>741,674.77</b>	<b>741,674.77</b>	<b>716,000.00</b>	<b>25,674.77</b>	

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**Note Model Statement**


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Date Quoted: Nov 19, 2020  
 Product: Product Not Defined  
 Interest Method: [7] 365/360 P&I Separate

Note Date: Dec 23, 2020  
 Maturity Date: May 01, 2026

Principal Advance: \$716,000.00

Amount Financed: \$716,000.00  
 Finance Charge: \$25,674.77  
 APR: 1.257222%

Total Principal: \$716,000.00  
 Total Interest: \$25,674.77  
 Total of Payments: \$741,674.77

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**Payment Schedule**


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Description	Date	Frequency	Number	Amount
Principal Payment	May 01, 2021	Annually	5	\$119,456.69
Principal Payment	May 01, 2026	Annually	1	\$118,716.55

TOWNSHIP OF PENTWATER, MICHIGAN  
\$716,000 INSTALLMENT PURCHASE AGREEMENT

BID FORM

November 24, 2020

Township of Pentwater  
Attn: Sue Johnson, Clerk  
500 N. Hancock St.  
Pentwater, MI 49449

**Ladies and Gentlemen:**

We offer to assist the Township by accepting an assignment of the vendor's interest in the Installment Purchase Agreement for the acquisition of property, as described in and subject to the terms and conditions of the Financing Specifications dated November 10, 2020, on the following terms:

1. Principal Amount (this is an estimated amount subject to adjustment by the Township to conform to the purchase price of property) \$716,000:

Total Interest Cost, assuming that the Installment Purchase Agreement is dated December 23, 2020, and payable in six annual payments of principal payable on May 1, 2021, and annually thereafter until paid in full with interest payable semi-annually on May 1 and November 1 of each year beginning May 1, 2021 \$25,674.77.

(Please attach proposed repayment schedule specifying interest rate (not to exceed 5% per annum))

Interest shall be computed on the basis of a 360-day year, comprised of twelve 30-day months, for the actual number of days elapsed.

The obligation shall be fully prepayable, without restriction, penalty or premium, on any date.

2. If the contract for financing of the Installment Purchase Agreement is awarded to us, we agree to all the terms and conditions contained in the Financing Specifications, and without limitation of the foregoing, we agree to execute and deliver to the Township the Purchaser's Investment Certificate substantially in the form provided with the Financing Specifications.

3. We recognize that the Township reserves the right to reject any and all bids, and not to proceed with financing, in its discretion.

4. This bid shall remain open and capable of acceptance until 6:00 p.m., Local Time, Thursday, December 10, 2020. Closing of the transaction shall occur not later than 45 days thereafter, but is tentatively scheduled for Monday, May 17, 2010.

Respectfully submitted,

By: John E. Raven  
Authorized Representative

Dated: November 24, 2020.

Shelby State Bank  
Name of Bidder

30 N. Meyers Road; Ludington, MI 49431  
Business Address

Vice President  
Title

Business Phone: 231-843-4878

Business Email: jraven@shelbybank.com

\_\_\_\_\_  
Name of person who will sign closing documents (if other than person above)

\_\_\_\_\_  
Title



November 20, 2020

Thank you for the opportunity to bid on this financing project. Please note that we have been working from home since March 2020 and will continue to do so until at least April 2021. Therefore our resources to package bids to send out are limited as opposed to doing so in the office.

Thank you

A handwritten signature in cursive script that reads 'Michele'.

Michele Zitko



November 25, 2020

Township of Pentwater  
Attn: Sue Johnson, Clerk  
500 N. Hancock St.  
Pentwater, MI 49449

RE: Installment Purchase Agreement Financing Proposal – Township of Pentwater, Michigan

Dear Ms. Johnson:

PNC Equipment Finance, (herein called "Lender"), for itself, its successors, and assigns, is pleased to submit this proposal for an installment purchase agreement pursuant to the provisions of Act 99, Public Acts of Michigan, 1933 as amended, to finance the acquisition of One (1) 2021 Pierce Enforcer 107' ASL Quint. Our proposal is as follows:

<b>BORROWER:</b>	Township of Pentwater, Michigan
<b>LENDER:</b>	PNC Equipment Finance, LLC and its successors and assigns
<b>TYPE OF FINANCING:</b>	This financing will be evidenced by an installment purchase agreement (the "Agreement") pursuant to Michigan code. Borrower will pledge the limited tax full faith and credit of the Borrower for payment of principal and interest on the Installment Purchase Agreement.
<b>BANK QUALIFIED:</b>	This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.
<b>TYPE OF EQUIPMENT:</b>	One (1) Pierce Enforcer 107' ASL Quint
<b>ESTIMATED FINANCED AMOUNT:</b>	\$716,000.00
<b>TERM:</b>	Six (6) years
<b>PAYMENT AMOUNT:</b>	See sample amortization schedule attached
<b>PAYMENT FREQUENCY:</b>	Principal payments made annually in arrears with Interest payments made semi-annual in arrears
<b>COMMENCEMENT DATE:</b>	Approximately December 2020
<b>FIRST PAYMENT DUE DATE:</b>	May 2021
<b>MATURITY DATE:</b>	May 2026
<b>INTEREST RATE AND INDEX:</b>	2.59%



Rates valid until December 2, 2020

After December 2, 2020, the Interest Rates offered herein shall be indexed to the interest rate swaps listed below. *These are floor swap rates.* If the rate trends up, the current market rate will be used according to the following:

Term	Index	Index rate as of November 20, 2020
6 years	6 year Interest Rate Swap	.534

The interest rate used to establish the payments shall be increased by the change in the interest rate swap times 0.79 and then added to the base Interest Rate listed above to determine the lease rate for the lease schedules, two business days prior to lease funding.

*The Interest Rates above are also floor interest rates.* Once the Agreement is closed and funded, the Interest Rate is fixed for the term.

**LESSOR RATE ADJUSTMENT:**

Notwithstanding the interest rate and indexing sections of this document, given the current market conditions and volatility, Lender reserves the right to modify the interest rate should events dictate prior to funding and closing.

**ACCEPTANCE DATE:**

This proposal requires acceptance no later than December 10, 2020.

**ESCROW FUNDING OPTION:**

At closing, Lender shall fund an escrow account from which disbursements will be made to the equipment provider(s). Escrow agent will either be Lender or third-party provider selected by Lender and approved by Borrower. All escrow earnings will be for the benefit of Borrower. The Escrow Agent will assess a \$250.00 set up fee that is payable at closing.

**INSURANCE:**

The borrower shall furnish confirmation of all risk physical damage insurance coverage for the full cost of the property plus \$2 million combined single limit property damage and bodily injury insurance covering the property.

**AUTHORIZED SIGNERS:**

The borrower's governing board shall provide Lender with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

**LEGAL OPINION:**

The borrower's counsel shall furnish Lender with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Lender.

**SECURITY:**

The Borrower shall pledge its limited tax, full faith and credit as security for the timely payment of the principal of and interest on the Installment Purchase Agreement. Such pledge shall include, if necessary, the obligation to levy ad valorem taxes within its authorized millage rate annually, as a first budget obligation, in an amount which, taking into account estimated delinquencies in collection and funds on

hand, shall be sufficient to pay the principal of and interest on the Installment Purchase Agreement when due, subject to constitutional, statutory and charter tax rate limitations. If tax collections are insufficient to pay the principal of and interest on the Installment Purchase Agreement when due, the (borrower) shall make such payments from any and all other resources available for payment of the Installment Purchase Agreement.

**DOCUMENTATION:**

Borrower's counsel shall prepare all documentation at Borrower's expense. Final documentation will be subject to approval of all parties.

**PREPAYMENT:**

After the second anniversary of the loan commencement, so long as there is no event of default, on any payment due date, Borrower shall have the option to prepay in full by paying to Lender all payments and any other amounts then due plus three percent of the outstanding principal balance.

**CLOSING COSTS:**

Lender does not assess any closing costs in connection with this installment purchase agreement financing.

**FINANCIAL INFORMATION:**

Financial information for PNC Financial Services can be obtained at [www.pnc.com](http://www.pnc.com).

**CONDITIONS PRECEDENT TO LENDER PERFORMANCE:**

Including, but not limited to the following, with all documents to be satisfactory in form and substance to the Lender.

*Documentation*

Documentation acceptable to PNC Equipment Finance and legal opinions will be at Borrower's expense.

The Borrower's counsel will provide an electronic draft copy of the transaction documents as soon as practical after award of the financing.

The Borrower's counsel will provide and an electronic copy of fully executed closing transcripts to PNC Equipment Finance one (1) business day prior to closing and the original signed documents will be forwarded to PNC Equipment Finance by the day of closing.

*Expenses*

The Borrower shall pay all costs of issuance and expenses and costs of its counsel for the issuance of the Installment Purchase Agreements.

*Credit Approval and Due Diligence*

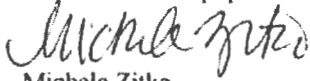
This proposal is subject to due diligence and final credit approval by Lender and approval of the documentation in Lender's sole discretion.

**PROPOSAL EXPIRATION:**

This proposal will automatically expire at the end of business on December 20, 2020.

I trust that you will find the contents of this proposal to your satisfaction. If you should have any questions or if we may be of any assistance, please do not hesitate to contact me at (800) 820.9041 ext. 2

Sincerely,  
Lender - PNC Equipment Finance



Michele Zitko  
Vice President

**ACCEPTED BY:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Sample Amortization Schedule**

***Township of Pentwater***

Compounding Period: Semiannual  
 Nominal Annual Rate: 2.59%

**Cash Flow Data**

**Loans and Payments**

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/23/2020	716,000.00	1		
3	Payment	5/1/2021	124,348.05	1		
4	Payment	11/1/2021	Interest Only	1		
5	Payment	5/1/2022	124,348.05	1		
6	Payment	11/1/2022	Interest Only	1		
7	Payment	5/1/2023	124,348.05	1		
8	Payment	11/1/2023	Interest Only	1		
9	Payment	5/1/2024	124,348.05	1		
10	Payment	11/1/2024	Interest Only	1		
11	Payment	5/1/2025	124,348.05	1		
12	Payment	11/1/2025	Interest Only	1		
13	Payment	5/1/2026	124,348.05	1		

**TValue Amortization Schedule - Normal, 360 Day Year**

	Date	Loan	Payment	Interest	Principal	Termination
Loan	12/23/2020	716,000.00				
1	5/1/2021		124,348.05	6,645.08	117,702.97	no call
2	11/1/2021		7,747.95	7,747.95	0	no call
3	5/1/2022		124,348.05	7,747.95	116,600.10	no call
4	11/1/2022		6,237.98	6,237.98	0	496,147.84
5	5/1/2023		124,348.05	6,237.98	118,110.07	374,494.47
6	11/1/2023		4,708.45	4,708.45	0	374,494.47
7	5/1/2024		124,348.05	4,708.45	119,639.60	251,265.68
8	11/1/2024		3,159.12	3,159.12	0	251,265.68
9	5/1/2025		124,348.05	3,159.12	121,188.93	126,441.08
10	11/1/2025		1,589.72	1,589.72	0	126,441.08
11	5/1/2026		124,348.05	1,589.72	122,758.33	0.00
<b>Grand Totals</b>		<b>716,000.00</b>	<b>769,531.52</b>	<b>53,531.52</b>	<b>716,000.00</b>	

TOWNSHIP OF PENTWATER, MICHIGAN  
\$716,000 INSTALLMENT PURCHASE AGREEMENT

BID FORM

November 25, 2020

Township of Pentwater  
Attn: Sue Johnson, Clerk  
500 N. Hancock St.  
Pentwater, MI 49449

Ladies and Gentlemen:

We offer to assist the Township by accepting an assignment of the vendor's interest in the Installment Purchase Agreement for the acquisition of property, as described in and subject to the terms and conditions of the Financing Specifications dated November 10, 2020, on the following terms:

1. Principal Amount (this is an estimated amount subject to adjustment by the Township to conform to the purchase price of property) \$716,000:

Total Interest Cost, assuming that the Installment Purchase Agreement is dated December 23, 2020, and payable in six annual payments of principal payable on May 1, 2021, and annually thereafter until paid in full with interest payable semi-annually on May 1 and November 1 of each year beginning May 1, 2021 \$53,531.52

(Please attach proposed repayment schedule specifying interest rate (not to exceed 5% per annum))

Interest shall be computed on the basis of a 360-day year, comprised of twelve 30-day months, for the actual number of days elapsed.

After the second anniversary of the loan commencement, so long as there is no event of default, on any payment due date, Borrower shall have the option to prepay in full by paying to Lender all payments and any other amounts then due plus three percent of the outstanding principal balance.

If the contract for financing of the Installment Purchase Agreement is awarded to us, we agree to all the terms and conditions contained in the Financing Specifications, and without limitation of the foregoing, we agree to execute and deliver to the Township the Purchaser's Investment Certificate substantially in the form provided with the Financing Specifications.

2. We recognize that the Township reserves the right to reject any and all bids, and not to proceed with financing, in its discretion.

3. This bid shall remain open and capable of acceptance until 6:00 p.m., Local Time, Thursday, December 10, 2020. Closing of the transaction shall occur not later than 45 days thereafter, but is tentatively scheduled for Monday, May 17, 2010.

Respectfully submitted,

By: Michele Zitko  
Authorized Representative

Dated: November 21, 2020.

Michele Zitko  
Name of Bidder

155 E Broad St, Columbus, OH 432315  
Business Address

Vice President  
Title

Business Phone: 1.800.820.9041 ext 2

Business Email: michele.zitko@pnc.com

Karen Bowdish  
Name of person who will sign closing documents (if other than person above)

VP, Operations Manager  
Title



## PENTWATER FIRE DEPARTMENT

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

Phone 231.869.5987 • Fax 231.869.8511  
[www.pentwaterfiredepartment.com](http://www.pentwaterfiredepartment.com)

### Monthly Meeting Minutes

---

Meeting Date: Wednesday, December 2, 2020 19:00

Meeting Location: Virtual via Zoom due to the Coronavirus Pandemic  
Call to Order

---

In accordance with SB1108 (now PA 228 of 2020), this meeting is being conducted electronically via Zoom for safety in response to the COVID pandemic.

Join Zoom Meeting:

<https://us02web.zoom.us/j/87067121223?pwd=L2xoL3Qxd1VrMElhZ2gvZFYramJOUT09>

Meeting ID: 870 6712 1223  
Passcode: 394745

312-626-6799 US (Chicago)

- I. Call to Order
- II. Compliance with SB 1108 (Secretary Ray Hasil)
  - a. For each member attending remotely, state the following:
    - i. **Name**
    - ii. **County** from where you are attending the meeting
    - iii. **City/Township/Village** from where you are attending the meeting
    - iv. **State** from where you are attending the meeting
- III. Reading and Approval of Minutes
  - a. Minutes from 11/4/2020
- IV. Reports of Officers
  - a. Treasurer Terry Cluchey
    - i. Balances:
      1. Money market: \$331,896.18
      2. Checking: \$41,911.81
      3. Total balance: \$373,807.99
      4. 2020 budget: \$100,692.39 remaining
      5. Payroll: \$19,475.00
      6. Cash available: \$273,115.60
      7. \$10,000 was received for reimbursement from our First Responder Hazard Pay Premiums Program.

Secretary- Ray Hasil



## PENTWATER FIRE DEPARTMENT

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[www.pentwaterfiredepartment.com](http://www.pentwaterfiredepartment.com)

- V. Old Business
  - a. Aerial apparatus
    - i. We have been working closely with township officials and attorney Mark Nettleton.
    - ii. Like the purchase of 342 in 2014, the purchase will have to be through the Township.
    - iii. \$239,474.00 will be needed for PFD's down payment.
    - iv. Everything required by the Township Board will need to be approved on or before their December 9 meeting.
    - v. 3 bids were received from the competitive bid process developed by Mark Nettleton. 3 institutions applied:
      - 1. West Shore Bank- 0.95% rate and total payments of \$735,688.00
      - 2. Shelby State Bank- 1.24% rate and total payments of \$741,674.77
      - 3. PNC Equipment Finance- 2.59% and total payments of \$769,531.52
    - vi. A motion by Jonathan Hughart to recommend to the Township Board to accept the West Shore bid proposal to finance the aerial was seconded by Aaron Boyko. A vote of members present was unanimously in favor.
  - b. New turnout gear- the new pants will be delivered around February.
- VI. New Business
  - a. Member Jonathan Hughart announced he tested positive with COVID. So far, he has a mild case compared to others that are sick. There are 6 Life EMS employees in Oceana Co currently sick with COVID.
- VII. Training
  - a. Target Solutions- we did not like the Bloodborne Pathogens module. It was over 60 slides and you had to click to start every video. Hart Area FD is dropping Target Solutions.
- VIII. Discussion on Last Month's Calls- there were 7 fire and 31 medical calls for service in November.
- IX. Comments- Paul asked everyone to stay safe, be careful, and for Jonathan to get well soon.
- X. Adjourn- a motion to adjourn by Joe Malburg was seconded by Paul Smith.

Secretary- Ray Hasil



**Pentwater Township**  
**Zoning Administrator and Ordinance Enforcement Officer**  
**Monthly Report – November 30, 2020**

Board Members, the following is a summary of activities conducted by the Zoning Administrator and Ordinance Enforcement Officer for the month of November 2020.

**Code Enforcement** – Nothing to report currently.

**Planning Commission** - The Planning Commission met on November 19, 2020, to conduct two public hearings:

1. The proposed rezoning of a portion of the former “Main Event” property from C-1 General Commercial and R2, Single Family Residential to R3, Multiple Family Residential; and,
2. A Zoning Ordinance Amendment regarding the standards by which the ZBA will review requests for dimensional and use variances. Both public hearings resulted in the Planning Commission making a recommendation to the Township Board for Approval.

Both of these requests are detailed in separate memorandums in your meeting packet.

**Zoning Board of Appeals** - The Zoning Board of Appeals did not meet in November.

**Zoning Permits** – The following Zoning Permits were issued in November 2020:

1. ZP 3333 - was issued to Harbor Design & Construction for a 1008 sq. ft. detached single-story garage at 6506 Ridge Rd.

**Other Comments**

None.

Sincerely,

*Keith J. Edwards*

Pentwater Township

Zoning Administrator & Ordinance Enforcement Officer

## Township of Pentwater Assessor

327 Hancock St.  
PO Box 512  
Pentwater MI 49449  
Phone: (231) 869-6231

### Monthly Township Report December 2020

#### **Board of Review:**

- The December Board of Review will meet on Tuesday, December 15<sup>th</sup> at 11 am at 500 N Hancock St (The new township office building).

#### **Michigan Tax Tribunal:**

- 3 cases are currently pending. All responses were filed. All cases have been scheduled for hearings in January 2021. At this time, all small claims tribunal cases are held telephonically due to Covid-19.

#### **Miscellaneous:**

- I have been working on entering deeds, PTAs, and PREs.
- I am going to completely redo the Land Tables for the 2021 assessment year. This will help our assessment roll to be in better compliance with State standards.
- I received the 2021 Equalization Appraisal and Sale Studies from the Oceana County Equalization department on November 29, 2020.
- Personal Property statements will be mailed by the end of December.

I am really enjoying the extra space the new office provides us with! Thank you to everyone that worked so hard to get the building ready and get us all moved in!!

If you have any questions I am in the office on Tuesdays and Thursdays 9a-4p.

Sincerely,



Barbie Eaton, MAAO  
Pentwater Township Assessor

**PENTWATER TOWNSHIP**  
**CEMETERY MONTHLY REPORT**

**MONTH OF:** November 2020

**NUMBER OF BURIALS**

**Traditional:** 1

**Remains:** 2

**Columbarium:** 0

**GRAVESITES SOLD:** 3

**COLUMBARIUMS SOLD:** 0

**SCATTER BRICKS SOLD:** 0

**Equipment Maintenance:** 0 *(Approximate # of hours)*

**Grounds Care:** 0 *(Approximate # of hours)*

**Openings/Closings:** 0 *(Approximate # of hours)*

**Administration:** 0 *(Approximate # of hours)*

*(i.e. Record maintenance, phone calls, emails,  
Meetings with families, grave location, etc.)*

**Respectfully Submitted**

**Chris Bailey, Sexton**

**Date:** December 2, 2020

December 9, 2020

Moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ to accept the bid from \_\_\_\_\_ in the amount of \_\_\_\_\_ for the purchase of Parcel #64-044-560-082-30 (also known as the “Swamp House” property).

Roll call vote:

OR

Moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ to reject all bids received for the purchase of Parcel #64-044-560-082-30 (also known as the “Swamp House” property).

Roll call vote:

## MEMORANDUM

To: Pentwater Township Planning Commission

From: Keith Edwards, Zoning Administrator

Date: November 30, 2020

**Subject: Zoning Ordinance Amendments for Zoning Variance Review Standards  
Sections 18.08 and 18.06**

---

The proposed change simplifies a request for a variance into two pathways; a dimensional variance which primarily covers variances for setbacks, height and building area, or a use variance which is for a use that is currently not allowed in the respective Zoning District.

Dimensional variance requests require that an applicant demonstrate a “practical difficulty” – basically, that there is something about the property, i.e. lot geometry, topography, neighbor’s encroachment, etc., that the strict application of the Zoning Ordinance would not allow property owners use of their property in the same way as other properties in the same Zoning District. In the absence of the demonstration of a “practical difficulty” that the ZBA agrees with, a variance should not be awarded.

Use variances, on the other hand, are extremely rare, but require the demonstration of a “hardship” – that is that they cannot obtain reasonable use of their property within the confines of what is allowed in the Zoning District.

The proposed amendments were introduced at the June 9, 2020 Planning Commission meeting, where the Planning Commission postponed setting a date for a public hearing to consider amending the language regarding the Standards for Use Variances. Thus, Chairperson Tony Monton and I have discussed the proposed language with Township Attorney Mark Van Allsburg, and the following change to paragraph A of Section 18.08 was drafted by the Township Attorney to replace the previous version as follows:

Section 18.08.A.

2. Use Variance. A use variance permits a land use that is not otherwise permitted in the relevant zoning district.

For a use variance -- the First Standard will only be satisfied if the Zoning Board of Appeals finds that an “**unnecessary hardship**” will exist as to the applicant’s land if the requested use is not permitted. An “unnecessary hardship” exists when the property, as a whole, cannot be put to a conforming use ~~(either because the land cannot yield a reasonable rate of return when used for a use that complies~~

~~with ordinance or because the existing zoning ordinance provision is arbitrary, unreasonable, or confiscatory).~~ because the applicant has demonstrated that the land cannot yield a reasonable rate of return when used for a use that complies with the ordinance.

Based on this change during Planning Commission discussion, on August 11, 2020, the Planning Commission approved setting the date of October 13, 2020 for a public hearing, which was subsequently rescheduled due to concerns over the use of Zoom for public meetings, to November 19, 2020 for the public hearing, prior to a final recommendation to the Township Board of Trustees.

On November 19, 2020, the Planning Commission solicited public comments, but received none, and during discussion made the following minor change to be consistent with its use of language:

**Section 18.08 REVIEW STANDARDS FOR VARIANCES.** In limited circumstances, the Zoning Board of Appeals may waive application of one or more zoning ordinance provisions by granting a “variance” from such provision(s). The Zoning Board of Appeals may ~~only~~ grant a variance ~~only~~ if the applicant is found to have satisfied each of the following seven Standards, based on competent material and substantial evidence on the record. The Zoning Board of Appeals must base its decision on such evidence, and its findings shall be consistent with (a) the facts and circumstances presented to it, and (b) the deductions that can be reasonably made from such facts and circumstances. The Zoning Board of Appeals shall base its decisions only on these Standards and not on matters unrelated to these Standards.

Subsequently to approving the above change at the November 19 meeting, the Planning Commission passed a unanimous motion to recommend the Township Board approve the Zoning Ordinance Amendments. The full Amendments are attached to this memorandum for your review.

At this time, the Township Board may adopt the Amendments as recommended by the Planning Commission or refer the Amendments back to the Planning Commission for any suggested changes.

**TOWNSHIP OF PENTWATER**  
**COUNTY OF OCEANA, MICHIGAN**

At a regular meeting of the Township Board of the Township of Pentwater, held at the Pentwater Community Hall, 327 Hancock Street, within the Township, on the \_\_\_\_ day of \_\_\_\_\_, 2020, at 6:00 p.m.

PRESENT: Members: \_\_\_\_\_

ABSENT: Members: \_\_\_\_\_

The following ordinance was offered by Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_:

**ORDINANCE NO. 2020-02**

**AN ORDINANCE TO AMEND THE TOWNSHIP ZONING ORDINANCE**  
**[Zoning Board of Appeals and Variances]**

THE TOWNSHIP OF PENTWATER ORDAINS:

Section 1. Section 18.08 Review Standards for Variances is hereby amended to read in its entirety as follows:

**Section 18.08 REVIEW STANDARDS FOR VARIANCES.** In limited circumstances, the Zoning Board of Appeals may waive application of one or more zoning ordinance provisions by granting a “variance” from such provision(s). The Zoning Board of Appeals may grant a variance only if the applicant is found to have satisfied each of the following seven Standards, based on competent material and substantial evidence on the record. The Zoning Board of Appeals must base its decision on such evidence, and its findings shall be consistent with (a) the facts and circumstances presented to it, and (b) the deductions that can be reasonably made from such facts and circumstances. The Zoning Board of Appeals shall base its decisions only on these Standards and not on matters unrelated to these Standards.

A. First Standard – Practical Difficulty or Unnecessary Hardship. The applicant shall demonstrate that the circumstances constitute **either** a practical difficulty (the standard for a non-use variance) **or** an unnecessary hardship (the standard for a use variance), as follows:

1. Dimensional (Non-Use Variance). A non-use or dimensional variance would permit the modification or waiver of a non-use zoning

regulation (such as minimum requirements for setbacks, lot width, lot area, building separation, or other dimensional regulations that do not alter the fundamental type of building or use permitted).

For a non-use variance -- the First Standard will be satisfied only if the Zoning Board of Appeals finds that a “**practical difficulty**” exists that prevents compliance with the non-use zoning regulation. A practical difficulty exists when there are exceptional or extraordinary circumstances or conditions applying to the property (such as exceptional narrowness, shallowness or shape of the property, topographic conditions, conditions caused by the use or development of the property immediately adjoining the property in question), where such practical difficulty would unreasonably prevent the owner from using the property for a permitted use or would render conformity unnecessarily burdensome.

--or--

2. Use Variance. A use variance permits a land use that is not otherwise permitted in the relevant zoning district.

For a use variance -- the First Standard will only be satisfied if the Zoning Board of Appeals finds that an “**unnecessary hardship**” will exist as to the applicant’s land if the requested use is not permitted. An “unnecessary hardship” exists when the property, as a whole, cannot be put to a conforming use because the applicant has demonstrated that the land cannot yield a reasonable rate of return when used for a use that complies with the ordinance.

- B. Second Standard – Special or Unusual Circumstances. The circumstances creating the need for the variance must be peculiar to the land, structures or buildings involved and shall not be recurrent or applicable as to a sufficient number of other lands, structures or buildings in the same zoning district, to a degree that the ZBA concludes that a general zoning ordinance amendment would be more appropriate.
- C. Third Standard – Substantial Justice. The Zoning Board of Appeals should find that strict application of the ordinance provisions would deprive the applicant of property rights that are commonly enjoyed by other properties in the same zoning district.
- D. Fourth Standard – Protecting Neighborhood Properties. The Zoning Board of Appeals shall not grant the variance if it would cause a substantial detriment or harm to other lands and uses, or if in the judgment of the Zoning Board of Appeals, the variance would be contrary to the spirit and purpose of the Zoning Ordinance Regulations.



- E. Fifth Standard – Not Self-Created. If the Zoning Board of Appeals determines that the applicant or the applicant’s representatives were involved in any action or inaction with respect to the property, prior to the variance request, where such action or inaction created the circumstances which prompts the variance request, no variance shall be granted.
  
- F. Sixth Standard – Minimum Variance Necessary. The Zoning Board of Appeals shall grant only the minimum necessary variance from current Zoning Ordinance provisions to afford the applicant the relief created by the requested variance.
  
- G. Seventh Standard – Voting. An affirmative vote of a majority of the members of the Zoning Board of Appeals is required to grant a dimensional (non-use variance). For a use variance, an affirmative vote of two-thirds of the members of the Board of Appeals is required.

In approving a variance, the Zoning Board of Appeals may include in its ruling such terms and conditions as the Zoning Board of Appeals may deem to be reasonably necessary to carry out the intent and purposes of this Ordinance and to protect and advance the public interest, including the interests of neighboring property owners.

Section 2. Section 18.06.A is hereby amended to replace the reference to Section 18.08.B with a reference only to Section 18.08.

Section 3. **Effective Date.** This ordinance shall become effective seven (7) days after its publication or seven (7) days after the publication of a summary of its provisions in a local newspaper of general circulation in the Township.

AYES:           Members: \_\_\_\_\_

NAYS:           Members: \_\_\_\_\_

ORDINANCE DECLARED ADOPTED.

\_\_\_\_\_  
 Sue Ann Johnson, Township Clerk  
 Township of Pentwater

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OCEANA     )

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Township Board of the Township of Pentwater at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
Sue Ann Johnson, Township Clerk  
Township of Pentwater

**MEMORANDUM**

To: Pentwater Township Board of Trustees

From: Keith Edwards, Zoning Administrator

Date: December 1, 2020

Subject: **Proposed Change in the Zoning Map (Rezoning)  
From C-1, General Commercial and R2, Single Family Residential to R3,  
Multiple Family Residential  
9523 & 9531 N. Bus. RT. US 31 – Portions of 64-001-615-009-00 & all of 64-  
001-616-001-00 & 64-001-616-016-00**

ordinance  
2020-03  
# 46.

**Introduction**

The applicant, Kevin Szezulski of Spring Arbor, Michigan is in the process of purchasing the property known as 9523 & 9531 N. Bus. Rt. US 31 from David & Colleen (deceased) Plummer. The request for the rezoning includes:

- A portion of 64-001-615-009-00 (1.11 acres) – zoned C-1, General Commercial on the west side of Bus. Rt. US-31;
- all of 64-001-616-001-00 (0.43 acres) – zoned R2, Single Family Residential; and,
- all of 64-001-616-016-00 (0.43 acres) – zoned R2, Single Family Residential.

The request includes the properties that include the existing buildings of the former Main Event restaurant and apartments, as well as the newer detached garage, (See the attached aerial photograph with the proposed rezoning area shown with a thick black marker).

The Zoning Map illustrates that the subject area currently bears the C-1, General Commercial zoning on part of Parcel No. 64-001-615-009-00 and R2, Single Family Residential zoning on parcels 64-001-616-001-00 and 64-001-616-016-00, as listed above, for a total of approximately 1.4 acres.

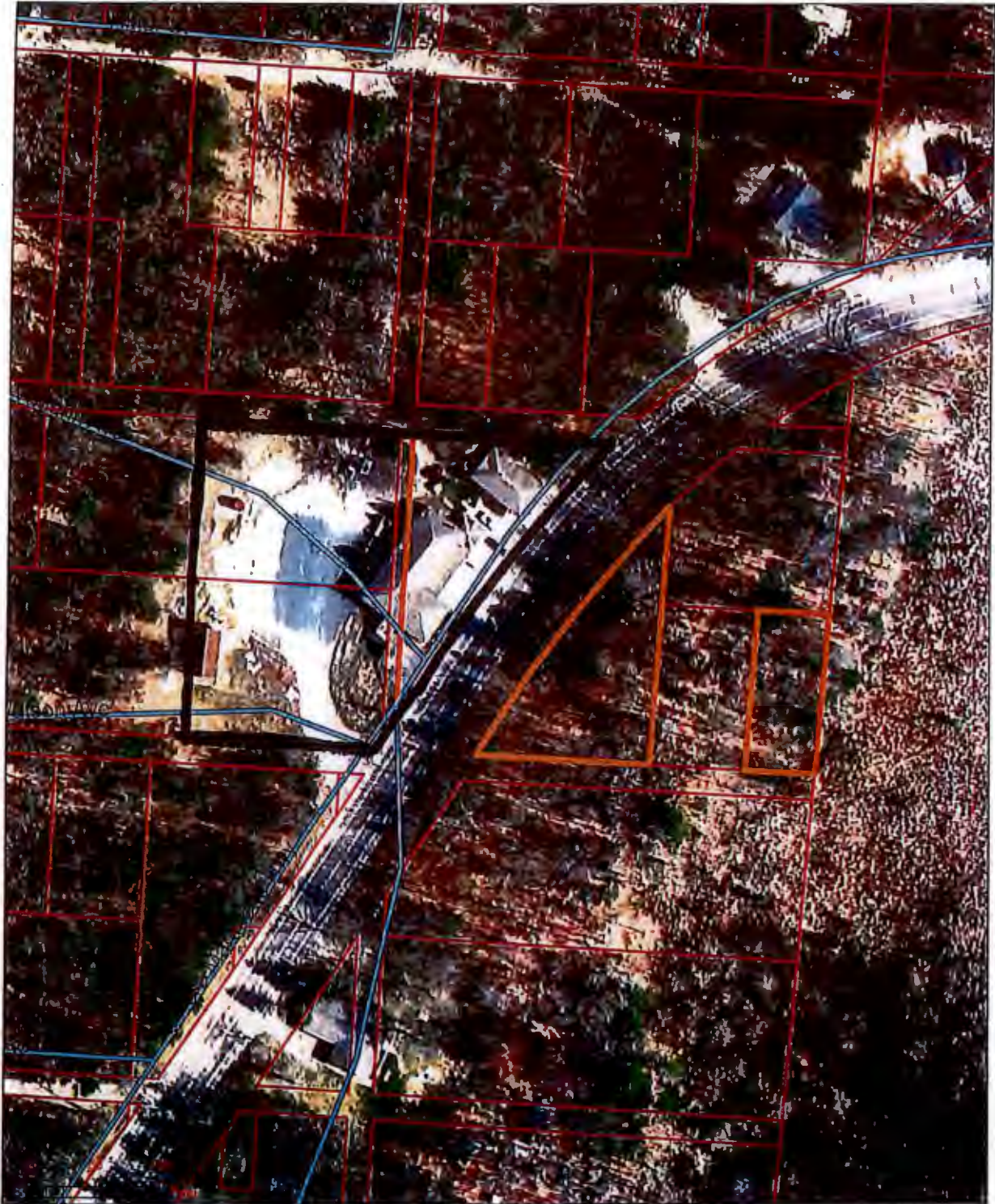
**Background**

The subject property is reported to have been used as a restaurant, apartments, and an office/storage area for a building company. The subject site is shown on the Zoning map as entirely surrounded by property zoned R2, Single Family Residential.

**Land Use**

The subject site is located within an area designated as Low Density Residential on the Future Land Use map of the existing Pentwater Township Master Plan Update dated 2016. An area of Neighborhood Services is shown on the future land use map on the south side of Bus. Rt. US 31

# PENTWATER



Eric R. Gielow  
Rachel L. Terpstra  
Keith L. McEvoy  
J. Scott Timmer  
Daniel R. Olson  
Nicolas M. Morano



Lindsay N. Canan  
Jacob C. Barnard

*Of Counsel*  
W. Brad Groom

December 1, 2020

**Via Email To: [zoningadministrator@pentwatertwp.org](mailto:zoningadministrator@pentwatertwp.org)**

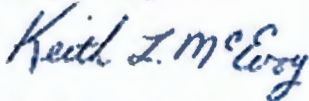
Zoning Administrator  
Pentwater Township  
327 S. Hancock Street  
P.O. Box 512  
Pentwater, MI 49449

**Re: Zoning District Designation Changes  
9523 N. Business Route US 31 - Main Event Properties**

Dear Zoning Administrator:

Our law firm represents the Plummer family in connection with the above-referenced property, which property is under agreement for sale to Kevin and Gretchen Szeszulski. Please be advised that our clients have authorized them to make the request to change the zoning classification from C-1 – General Commercial and R-2 – Single Family Residential, to R-3 – Multiple Family Residential, subject to terms contained in the conditional letter offered by applicant.

Very truly yours,



Keith L. McEvoy  
Attorney at Law  
T (231) 291-0107  
[keith@ggtmlaw.com](mailto:keith@ggtmlaw.com)

By my signature below, I hereby authorize the Szeszulskis make the above-referenced request for change in zoning classification.

---

Name: David Plummer  
Date: December 1, 2020

APPLICATION FORM

Date 8/11/20

Application for: (check all that apply)

Special Land Use \_\_\_\_\_ Site Plan Review \_\_\_\_\_ Rezoning X  
Parking lot \_\_\_\_\_ Sign Permit \_\_\_\_\_ Home occupation \_\_\_\_\_

Applicants Name Kevin Szeszulski  
Mailing Address P.O. Box 435  
City Spring Arbor State MI Zip 49283  
Phone # (269) 506-0771 Fax # ( ) \_\_\_\_\_

Applicants Representative \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_

PROPERTY INFORMATION

Address (if known) 9523 N. BR 31  
Property Tax I.D. # ~~001-616-001-00~~ Section # \_\_\_\_\_  
Subdivision name (if applicable) N/A  
Block # \_\_\_\_\_ Lot(s) # \_\_\_\_\_  
Nearest main road intersection \_\_\_\_\_  
Square footage of property \_\_\_\_\_  
Property dimensions \_\_\_\_\_ ft X \_\_\_\_\_ ft.

Parcel No. 64-001-615-0020  
64-001-616-001-00  
64-001-616-016-00

Zoning District (check one)

RR \_\_\_\_\_ WD \_\_\_\_\_ C4 \_\_\_\_\_  
R1 \_\_\_\_\_ C1 X MHP \_\_\_\_\_  
R2 \_\_\_\_\_ C2 \_\_\_\_\_ L1 \_\_\_\_\_  
R3 \_\_\_\_\_ C3 \_\_\_\_\_ PUD \_\_\_\_\_

DISCRIPTION OF PROPOSED USE OF PROPERTY

TURN MAIN Building into Apartments. - Change zoning of  
3 lots to R3 - currently R2 + commercial.  
3 lots include - Lot with building on it AND the 2 lots directly  
Behind.

(USE ADDITIONAL PAGES IF NEEDED)

Applicants signature [Signature] Date 8/11/20

Pentwater Township Planning Commission,

This is a request for the conditional rezoning of the "Main Event" property from Commercial C-1 to Residential R-3 Multiple family and the subsequent two plots of land in the rear of the building from Residential R-2 Single family to Residential R-3 Multiple family.

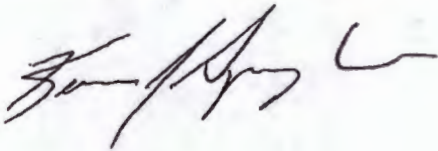
The conditions that we are offering to complete are as follows:

- The removal of all parking on the US BS 31 side of the buildings (except a service drive for maintenance).
- The property will be cleaned and maintained in a professional manor, no more derelict cars and waste materials outside, and proper lawn care and landscaping.
- Have a maximum of 10 apartments.

These plots of land currently include all buildings on the property including the garage located on the rear of the property. Our plan with this property is to convert the south building into apartments and remodel the current apartments in the north building; filling a need that currently exists for lower cost of living opportunities in Pentwater Township.

Once complete there will be 8 two-bedroom apartments, 1 one-bedroom apartment, and 1 three-bedroom apartment that we plan on living in. With this rezoning approval, our plan is to move all parking to the rear of the building in a proper parking lot. This will greatly improve safety for both the residents and drivers on US BS 31 as it will eliminate pedestrian traffic and vehicles pulling out into the blind curve located near the property. In addition, this property will be cleaned up and maintained in a professional manor, eliminating the eyesore that it is today. The first thing you see when entering Pentwater Township from the north should not be a rundown building, but a professionally maintained and inviting business that adds value to the community. For more information please reference the provided Site plan.

Thank you for your time and consideration,



10/6/2020

Kevin Szeszulski  
[Szeszulski10@gmail.com](mailto:Szeszulski10@gmail.com)  
(269) 506-0771

Proposed Site Plan for:  
9531 US Business Rt. 31, Pentwater MI



**Current Street View**

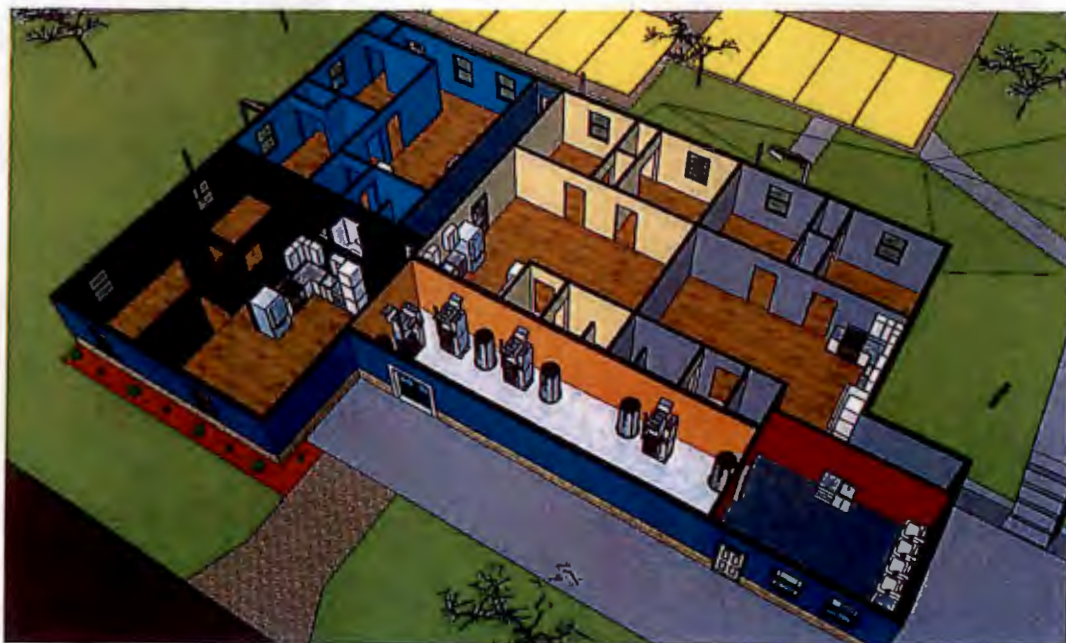
Hello, within this document are multiple images of how we plan to transform what was The Main Event property into a new, affordable, housing complex. This document was made to help you understand what we would like to do and to make it clear as to why we wish this property to be re-zoned from Commercial to Residential-3. Some things in this document are subject to change, such as the layouts of the apartments, landscaping, and parking lot size. These may change because we currently do not have ownership of the property as our purchase agreement is contingent on the re-zoning of the property and some measurements and data on the structures are unknown. We hope the rendered images will convey that we do have a plan and we will be improving the property in almost every way.



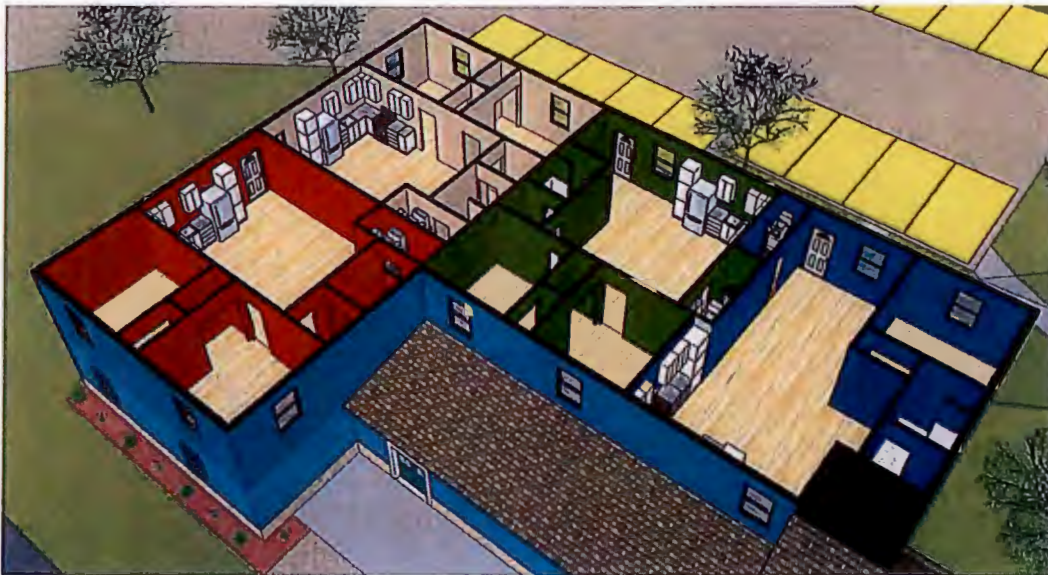


The overall goal for the property is to have around 10 apartments of varying sizes. The current layout we have created contains 8 two-bedroom, 1 three-bedroom, and 1 one-bedroom apartment. Each has a full kitchen, full bathroom, and living space. Pictured are the first and second floor of the larger of the buildings.

1<sup>st</sup> floor

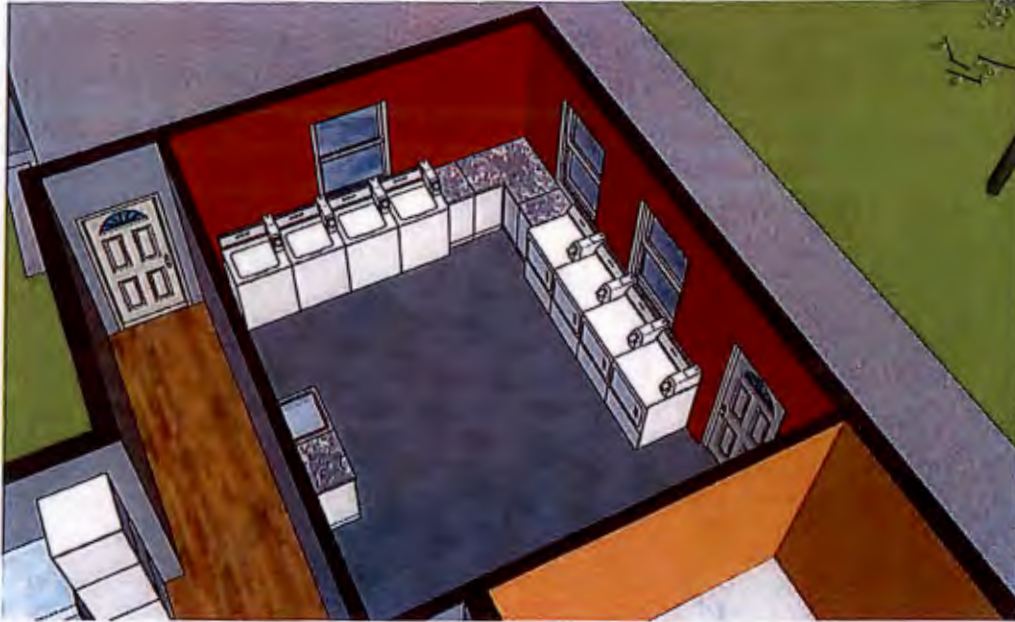


2<sup>nd</sup> floor



The smaller building to the North will contain 1 three-bedroom and 1 two-bedroom apartment. We did not have access to the dimensions of that building so we did not create interior layouts in that building.

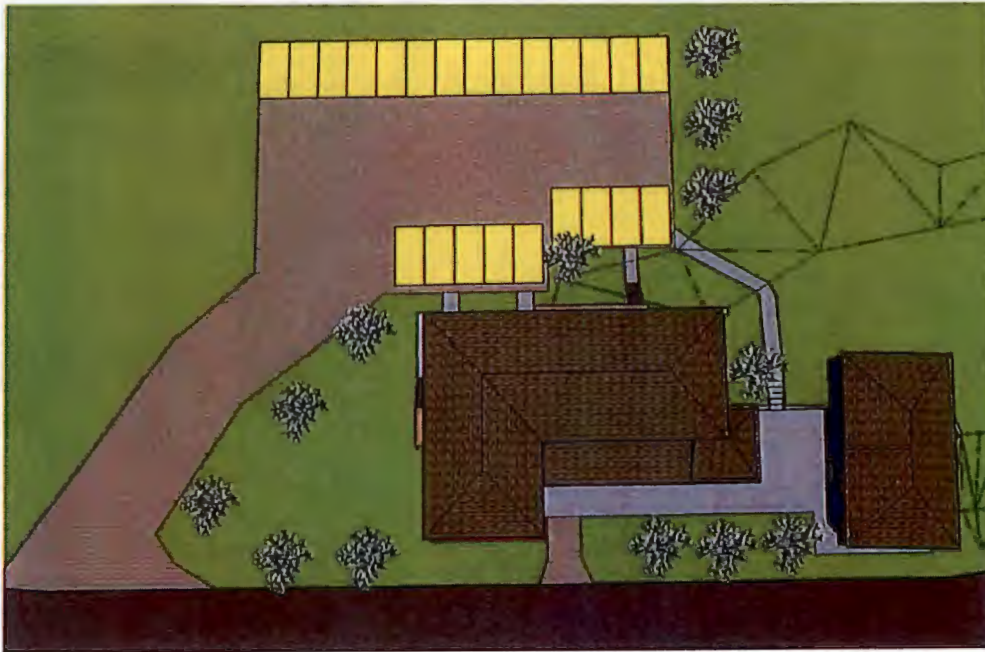
The main building will also contain a communal laundry space with a number of washing machines and dryers. The plan is for these to be coin operated.

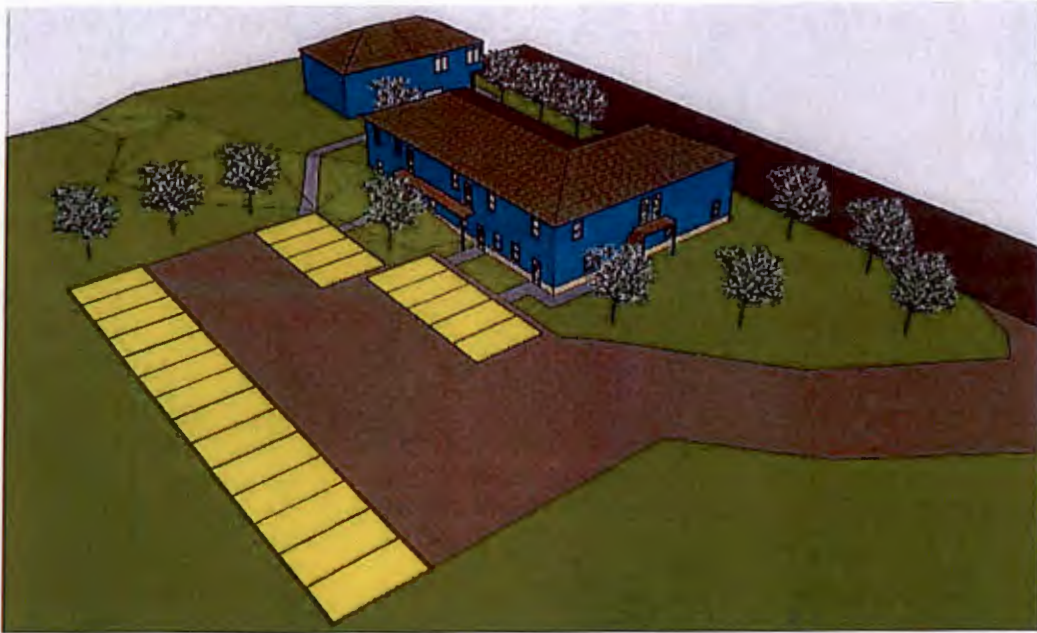


One of the changes we plan on making to the exterior of the building is to replace the siding, windows, and trim. We also plan on adding a nice stone façade to the lower part of the first floor. We also will redo all of the landscaping on the property, including cleanup of waste materials, junk, and scrap currently located in various places on the property.



Parking for the apartments will be located in the rear of the building and will make use of some of the existing gravel lot. Each apartment will have at a minimum 2 parking spots but there will most likely be even more. All parking in the front of the building will be removed along with a large portion of the crumbling concrete. We will be leaving a driveway in front of the double-door located in the front of the building, but it will only be used for maintenance purposes.





The garage located on the rear of the property is not shown in the images however it will be staying where it is. No changes to the building structure are planned however we will be installing a proper garage door and making it more easily accessible through the parking lot.

## Concerns on the Main Event Property

- Who owns the property?  
Former owner or has it been sold?
- Seeing the building (The Main Event) has not been in use for several years, will it be updated to meet All State codes?  
OR will All buildings be tore down and started over?
- The property has never been kept up, what guarantee do/will we have that it will be?
- What will said R3-Multiple Family Residential be used for, Personable gained income? Low income housing? Senior housing? Group home?
- What is the limit to on a R3-multiple residential? Said property already has 3 apartments on property will the additional apartments be included in that total?

- Will landlord be held responsible to keep buildings and property cleaned up and meet codes, with required inspections?
- Will landlord/property owner be ~~be~~ held responsible for the All night parties that are held there with police being called?
- Will All junk nonrunning vehicles, boats, old ovens, old burn tank, furniture and trash be cleaned up from property and surrounding woods that has been allowed to blow all over?
- Will the unfinished barn be made to be finished or torn down, or be left as is like it has been for years?
- Will the road be reopened, or will the property be required to place a fence around 3 lot lines?

October 13, 2020

Richard + Son, Pethke  
4611 Brentwood  
Macomb, MI 48042  
586) 839-7090

Zoning Administrator, Pentwater Twp.  
327 S. Hancock St.  
Pentwater, MI

Re: 9523 N. Business Route US 31  
Application for requested rezoning

To Whom it May Concern:

Our family has owned 2 wooded lots at Bass Lake for 60 years. Our recent years we have witnessed continued expansion of rental properties & other zoning allowances that have turned our quiet vacation area into a virtual zoo especially on holiday weekends which we now mostly avoid as we've retired.

Although we do not live within 300ft. from the above property we do hear the weekend parties - fireworks that last well past midnight that are held by the current residents there. We're disappointed that we learned of this just yesterday as we arrived to close up for the winter from concerned neighbors. We do not understand why you would invite more lower income/transient people into our area. Does the Twp. plan to increase their police dept. or hire additional Sheriff deputies to be available to us? We also noted that the applicant lives three hours away and are concerned about overnight of this property.



We are also concerned about the commercial rezoning of property across the highway from this property. This is reminiscent of urban sprawl which is something we come up here to get away from! We hope to continue to enjoy this beautiful area with a new 5th generation... our precious grandchildren, but do not know whether we will feel safe in doing so. Thank you for your consideration in helping to keep some modicum of tranquility in our little neck of the woods. We respectfully request that this application be denied.

Sincerely,  
~~Dwight R. ...~~  
Jan V. ...

Pick + Son, Pethe  
5467 Broadway  
Pentwater Top, MI

## **Zoning Administrator**

---

**From:** Norjea <norjea@sbarnard.com>  
**Sent:** Thursday, November 19, 2020 5:55 PM  
**To:** Zoning Administrator  
**Subject:** zoning request to change from C1,R2 to R3

As property owners on Ritter St., Pentwater, we are opposed to the proposed change in zoning to R3 for the Main Event property and adjacent lots for the following reasons;

- The neighborhood is single family homes only.
- The R3 zoning would bring increased human density to a relatively small area of the neighborhood
- The R# zoning would bring increased noise
- The R3 zoning would bring increased traffic
- The R3 zoning would bring increased pollution
- The proposal of development is incomplete and may not be possible once begun if the zoning is changed, then any type of multi family units may be possible
- The area is woodland, not village- so an apartment building is not in the character with the neighborhood
- The entrance to Pentwater is 3 miles away not Bass Lake
- The change to R3 creates a precedence for more apartments to begin to line business 31- not a welcome to the current village of Pentwater.
- This development enriches a few but negatively impacts many longtime owners.
- Renters are transient and do not have a vested interest in maintaining a property as owners do.

Sincerely,  
Stephn H and Norma J. Barnard  
5456 Ritter  
Pentwater

*As recommended by the Planning Commission  
at its November 19, 2020 Meeting*

**TOWNSHIP OF PENTWATER  
COUNTY OF OCEANA, MICHIGAN**

**Resolution No. \_\_\_\_\_**

At a regular meeting of the Township Board of the Township of Pentwater, held at the Pentwater Township Hall, on the \_\_\_\_ day of \_\_\_\_\_, 2020, at 6:00 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following ordinance was offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF  
THE TOWNSHIP OF PENTWATER**

**[Application of Szeszulski for Conditional Rezoning of Land from the  
C-1 and R-2 Districts to the R-3 Multiple Family Residential District,  
with voluntary conditions – 9523 and 9531 N. Business Route US 31]**

THE TOWNSHIP OF PENTWATER ORDAINS:

Section 1. The Zoning Ordinance of the Township of Pentwater is hereby amended by the amendment of Section 4.1 thereof, the Zoning Map, so as to rezone the following described lands from the C-1 General Commercial District and the R-2 Single Family Residential District to the R-3 Multiple Family Residential District, subject to certain voluntary conditions, such lands being commonly described as 9523 and 9531 N. Business Route US 31, and legally described as follows:

**9523 and 9531 N. Business Route US 31**

That part of the following described lands lying north and west of North Business Route US-31:

**PYTHIAN ADDITION TO PYTHIAN PARK SUBDIVISION  
LOTS 6 TO 15 INC'L & LOTS 19-20**

& E 1/2 OF LOT 21  
W 1/2 OF S 1/2 OF LOT 21  
& LOTS 22 TO 26 INC'L BLK 5.

PYTHIAN ADDITION TO PYTHIAN PARK SUBDIVISION LOTS 1 TO  
6 INC'L BLK 6

PYTHIAN ADDITION TO PYTHIAN PARK SUBDIVISION LOTS 16  
TO 21 INC'L BLK 6

Section 2. Conditional Rezoning. Pursuant to Section 405 of the Michigan Zoning Enabling Act, as amended, this rezoning is conditioned upon the voluntary requirements contained in the attached \_\_\_\_\_, 2020 letter from Kevin Szeszulski. The conditions include a limitation on the uses permitted, including, among other matters, a limit of ten (10) apartments to be permitted on the property. A memorandum of the conditions should be recorded if approved. The conditions and a proposed memorandum for recording shall be approved by the Township Attorney. If the conditions are not satisfied or the property is used in a manner inconsistent with the conditions as indicated, the land shall revert to the prior C-1 and R-2 Districts.

Effective Date. This ordinance shall become effective seven (7) days after its publication or seven (7) days after the publication of a summary of its provisions in a local newspaper of general circulation.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ORDINANCE DECLARED ADOPTED.

\_\_\_\_\_  
Sue Ann Johnson  
Pentwater Township Clerk

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Township Board of the Township of Pentwater at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

---

**Sue Ann Johnson**  
**Pentwater Township Clerk**



**MEMORANDUM**

To: Township Board of Trustees

From: Keith Edwards, Zoning Administrator

Date: December 4, 2020

Subject: **Proposed Division of Platted Lots  
Lots 13-21, Block 15, Pentwater Beach Addition No. 4 - Lyons and Piippo**

---

**Introduction**

Property owners Lyons and Piippo, owners of property adjacent to each other in the Pentwater Beach Addition No. 4 Plat seek to transfer property between themselves in order to align their property boundaries with the portions of property that they currently occupy. Since there is no current effort by a collection of the property owners to develop a replat of the Subdivision at this time, the owners seek to quit claim property to each other.

Other property owners may be coming forth with similar requests in the future.

**Background**

In an attempt to begin correcting property lines within the incorrectly developed Pentwater Beach Addition No. 4 plat (a.k.a. Duna Vista), property owners Lyons and Piippo have come to an agreement to quit claim property to each other and provide an easement for the existing roadway (a.k.a. Leland) Avenue for mutual benefit.

To that end, Attorney Eric Fox has coordinated the development of a survey with legal descriptions, and mutual agreement between the parties (not included in your packet), and the attached colored version of the survey that helps to explain the arrangement of property consistent with the existing development pattern within this portion of Block 15 of the Pentwater Beach Addition No. 4. Plat.

Referring to the color-coded survey, may be an easier way for you to follow along with the property transfers. However, the two properties shown in the yellow box labeled as "These boundaries estimated)" are not included in this request. Thus, we are focused on lots 13 through 21 of Block 15 of the Pentwater Beach Addition No 4. Plat.

### **Proposed Lot Splits – Lots 13-21, Block 15 – Pentwater Beach Addition No. 4 Plat**

The proposed lot splits include the transfer of property between two adjacent property owners, Lyons and Piippo. The reason for the transfer is to align the occupied portions of property on either side of the existing Leland Avenue (shown on the survey as “existing roadway”). The division of lots 13-21 in Block 15 do not necessarily create new lots for building but rather add to existing property already in use by the property owners, and make a legal description for an easement for Leland Avenue, which was originally constructed in the wrong location.

Upon review of the proposal along with the Township Assessor and Township Attorney Mark Van Allsburg from Mika Meyers, we found a few errors with the legal descriptions in the survey and subsequently the deeds. Attorney Eric Fox has already corrected the deeds within the Settlement and Mutual Agreement and has committed to correcting the survey.

Our review of the proposal concluded that the lot splits (formerly considered a boundary line adjustment) can be approved by the Township Board of Trustees subject to the following conditions:

1. Receipt of the corrected legal descriptions in the survey;
2. Recording of the final property transfers with the Oceana County Register of Deeds;  
and,
3. Adjustment of the Township Assessor’s records for the new property descriptions, which may include the assignment of new Parcel Identification Numbers for Tax purposes.

### **Recommendation**

The Township Assessor and I recommend Township Board approval of the requested lot splits for Lots 13-21 of Block 15 of the Pentwater Beach Addition No. 4 Plat subject to the following conditions:

1. Receipt of the corrected legal descriptions in the survey;
2. Recording of the final property transfers with the Oceana County Register of Deeds;  
and,
3. Adjustment of the Township Assessor’s records for the new property descriptions, which may include the assignment of new Parcel Identification Numbers for Tax purposes.

111 S. State Street  
PO Box 710  
Hart, Michigan 49420



**Eric R. Fox**  
ATTORNEY AT LAW

Tel 231.873.3369  
Fax 231.873.1460  
[eric@EricRFox.com](mailto:eric@EricRFox.com)

December 3, 2020

Pentwater Township Board  
327 N Hancock St  
Pentwater, MI 49449

via first class mail and via email to:  
[zoningadministrator@pentwatertwp.org](mailto:zoningadministrator@pentwatertwp.org)

Re: Lyons – Piippo Land Division Request

Dear Friends:

I represent Kenton Lyons and his family in connection with a property line correction. They own and occupy property in Pentwater Beach Addition No. 4 and are part of the Duna Vista property owners association. As many of you know, the occupation lines in this area deviate so substantially from the platted lines that, for several decades now, the township has assessed property based on an Assessor's plat. This is an ongoing problem that has no remedy in sight.

My client and his neighbor, however, have reached an agreement where they agree between themselves to alter the legal descriptions for their respective properties to reflect their occupancy of such properties. They entered an agreement to divide the property as reflected in the enclosed settlement agreement and as set forth on the survey referenced therein. This agreement is contingent upon obtaining any necessary governmental approvals: in this case, the approval of the Township Board.

Please consider this letter an application pursuant to for Board approval of the land division as set forth in the enclosed settlement agreement. I shared this agreement with Mr. Edwards, who discovered some between the survey we obtained and the legal descriptions provided in the survey. I have asked the surveyor to correct this on a new certificate of survey, which I will share with the Board prior to its meeting to address this issue. Each of the discrepancies has already been corrected on a revised settlement agreement, which I will be re-signed by all parties if this request is approved. I am happy to participate in your next Board meeting by Zoom if anyone feels I can be of assistance. If so, please send me the procedure for joining the meeting.

Very truly yours



Eric R. Fox

Enclosure

C: William VanderSluis  
Kenton Lyons

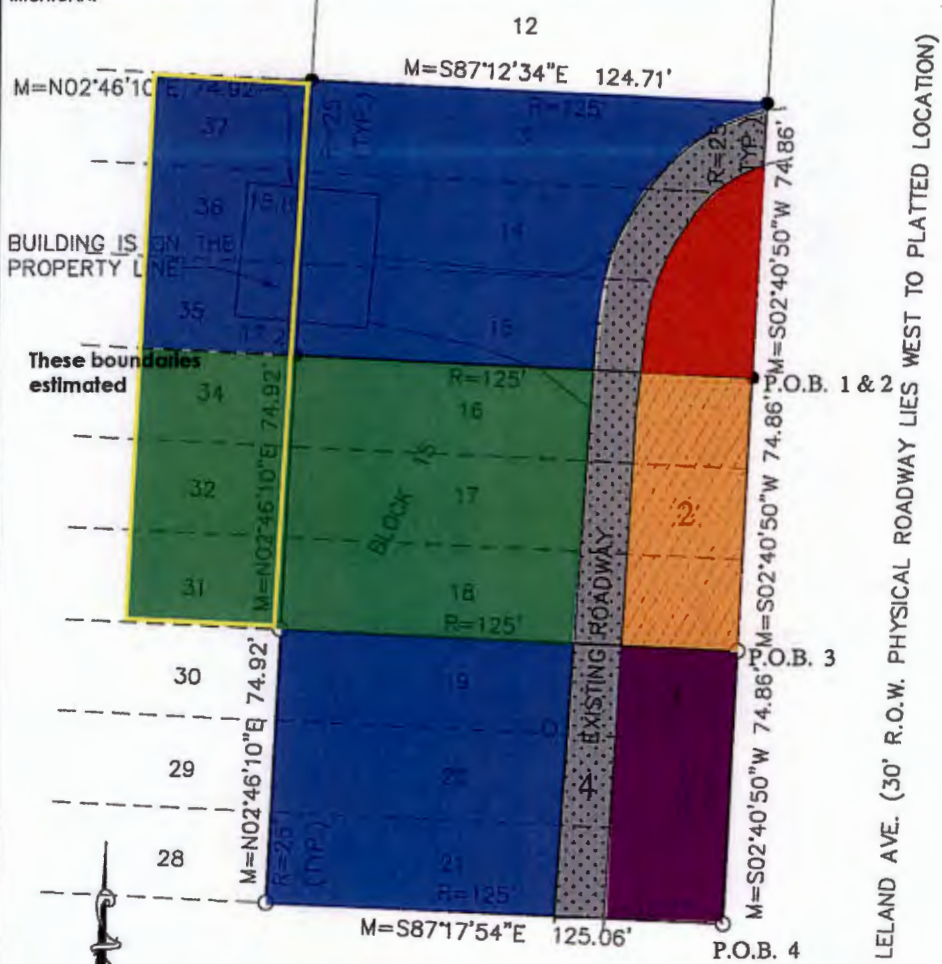


Eric Fox ~ Attorney at Law  
 P.O. Box 710 ~ 111 S. State Street  
 Hart, Michigan 49420

## SURVEYOR'S CERTIFICATE

**LEGAL DESCRIPTION AS PROVIDED:**

PENTWATER BEACH ADDITION PLAT 4, LOTS 13,14 & 15, BLOCK 15  
 PENTWATER BEACH ADDITION PLAT 4, LOTS 16,17 & 18, BLOCK 15  
 PENTWATER BEACH ADDITION PLAT 4, LOTS 19,20 & 21, BLOCK 15  
 ACCORDING TO THE ORIGINAL PLAT AS RECORDED OCEANA COUNTY,  
 MICHIGAN.



- Currently owned by Pilippos, transferred to Lyons via current quitte claim
- Currently owned by Lyons, transferred to Pilippos
- Currently owned by Pilippos, stays with Pilippos
- Currently owned by Pilippos, transferred to Lyons
- Currently owned by Lyons, stays with Lyons
- Property encompassing the existing road stays with current ownership with all necessary easement rights to others

### LEGEND

- = FOUND CORNER
- = SET CORNER
- ⊕ = FOUND MONUMENT
- ⊗ = SET MONUMENT
- R = RECORDED
- M = MEASURED

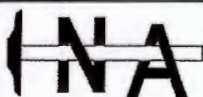
This survey was based on the included legal description as it appears on a deed or title insurance policy provided to us by the person to whom the survey is certified and should be compared with the abstract of title or title insurance policy for accuracy, easements or exceptions. Any written or unwritten rights of adjoiners are unknown unless specifically noted. The surveyor's liability for any and all claims, including but not limited to those arising out of the surveyor's professional services, negligence, gross misconduct, warranties or misrepresentations shall be deemed limited to an amount no greater than the service fee.

FILE: S 20 - 020

DATE: April 22, 2020

DRAWN: *CRS*

REGISTERED SURVEYOR



Providing Complete  
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 & Surveying  
 Services since 1972

**Nordlund & Associates, Inc.**

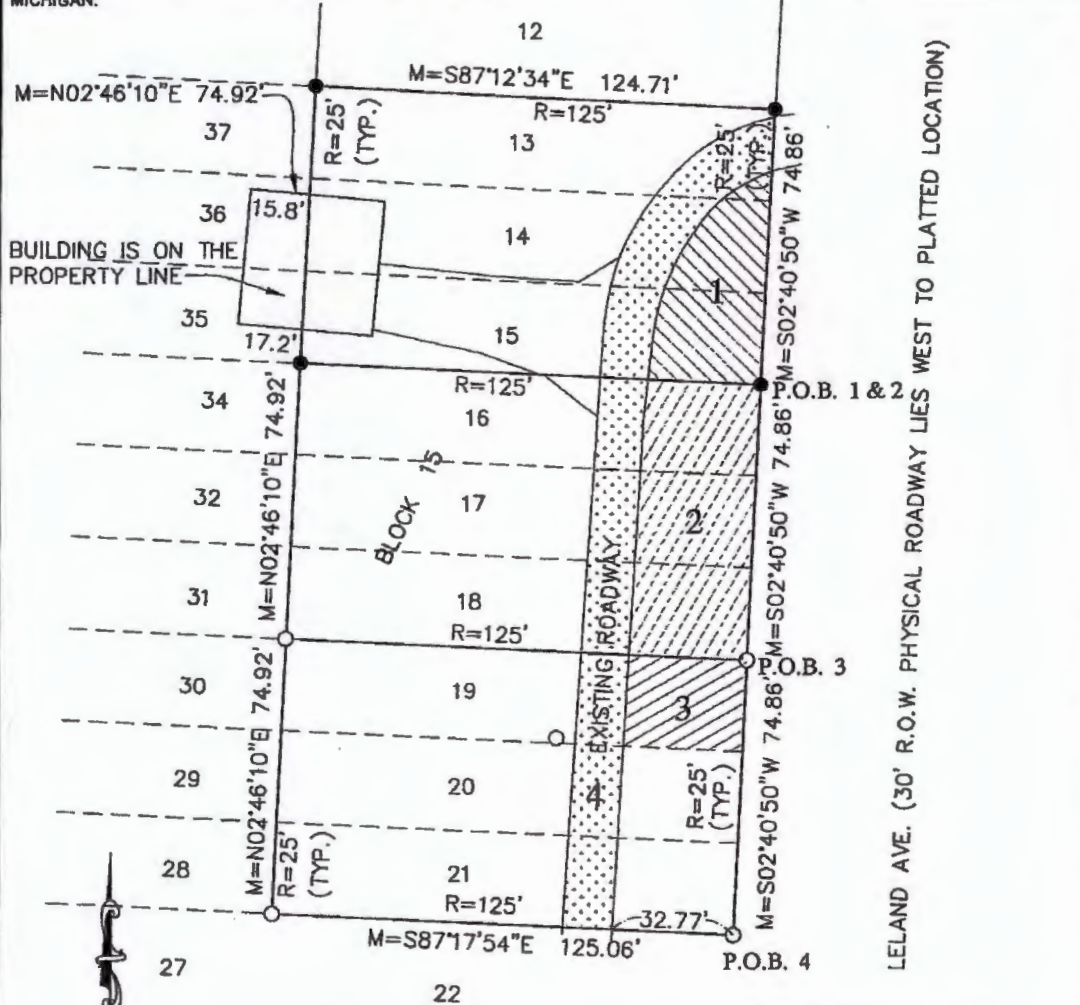
813 E Ludington Ave.  
 Ludington, MI 49431  
 (231) 843-3485  
 Fax (231) 843-7676

267 River Street  
 Manistee, MI 49680  
 (231) 723-8460  
 Fax (231) 723-6642

Eric Fox ~ Attorney at Law  
 P.O. Box 710 ~ 111 S. State Street  
 Hart, Michigan 49420

# SURVEYOR'S CERTIFICATE

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 PENTWATER BEACH ADDITION PLAT 4, LOTS 16,17 & 18, BLOCK 15  
 PENTWATER BEACH ADDITION PLAT 4, LOTS 19,20 & 21, BLOCK 15  
 ACCORDING TO THE ORIGINAL PLAT AS RECORDED OCEANA COUNTY,  
 MICHIGAN.



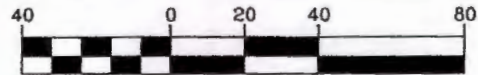
LELAND AVE. (30' R.O.W. PHYSICAL ROADWAY LIES WEST TO PLATTED LOCATION)



### LEGEND

- = FOUND CORNER
- = SET CORNER
- ◻ = FOUND MONUMENT
- ◼ = SET MONUMENT
- R = RECORDED
- M = MEASURED

Basis of Bearing is W.G.S. 84



Graphic Scale in feet  
 1 inch = 40 feet

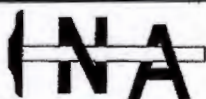
This survey was based on the included legal description as it appears on a deed or title insurance policy provided to us by the person to whom the survey is certified and should be compared with the abstract of title or title insurance policy for accuracy, easements or exceptions. Any written or unwritten rights of adjoining are unknown unless specifically noted. The surveyor's liability for any and all claims, including but not limited to those arising out of the surveyor's professional services, negligence, gross misconduct, warranties or misrepresentations shall be deemed limited to an amount no greater than the service fee.

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DATE: April 22, 2020

DRAWN: *CRS*

REGISTERED SURVEYOR



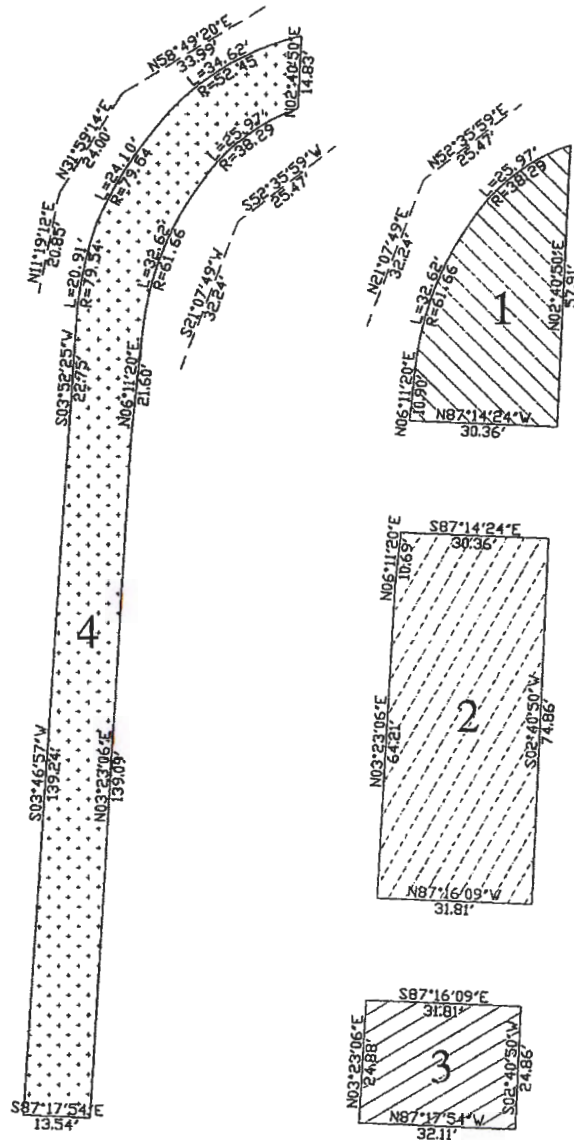
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 (231) 843-3485  
 Fax (231) 843-7676

267 River Street  
 Manistee, MI 49860  
 (231) 723-8460  
 Fax (231) 723-6642

Eric Fox ~ Attorney at Law  
P.O. Box 710 ~ 111 S. State Street  
Hart, Michigan 49420  
**SURVEYOR'S CERTIFICATE**



FILE: S 20 - 020  
DATE: April 22, 2020

DRAWN: *EFB*

REGISTERED SURVEYOR



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**Nordlund & Associates, Inc.**

813 E. Ludington Ave.  
Ludington, MI 49431  
(231) 843-3485  
Fax (231) 843-7878

287 River Street  
Menislee, MI 49860  
(231) 723-6460  
Fax (231) 723-6642

Eric Fox ~ Attorney at Law  
P.O. Box 710 ~ 111 S. State Street  
Hart, Michigan 49420

## SURVEYOR'S CERTIFICATE

Legal Description: Parcel 1

A part of Lots 13, 14 & 15 of Block 15 of the Original Plat of Pentwater Beach Addition, in Section 11, T.16 N., R.18 W., Pentwater Township, Oceana County, described as commencing at the Southeast corner of said Lot 15; thence N 17°14'24" W, 30.36 ft. on South line of said Lot 15, thence N 06°11'20" E, 10.90 ft. on the East edge of pavement; thence continuing along pavement on a curve to the Right: 61.66' R., Length: 32.62 ft., L.C. = N 21°07'49" E, 32.24 ft.; thence continuing along pavement on a curve to the Right: 38.30' R., Length: 25.97 ft., L.C. = N 52°35'59" E, 25.47 ft. to the East line of said lots; thence S 02°40'50" W, 57.91 ft. to the Point of Beginning. Parcel contains 1,323.00 sq. ft.

Legal Description: Parcel 2

A part of Lots 16, 17 & 18 of Block 15 of the Original Plat of Pentwater Beach Addition, in Section 11, T.16 N., R.18 W., Pentwater Township, Oceana County, described as commencing at the Northeast corner of said Lot 16; thence S 02°40'50" W, 74.86 ft. on East line of said lots; thence N 87°16'09" W, on the South line of said Lot 18, thence N 03°23'06" E, 64.21 ft. on the East edge of pavement; thence continuing along pavement N 06°11'20" E, 10.69 ft. to the North line of Lot 16; thence S 87°14'24" E, 30.36 ft. to the Point of Beginning. Parcel contains 2344.00 sq. ft.

Legal Description: Parcel 3

A part of Lot 19 of Block 15 of the Original Plat of Pentwater Beach Addition, in Section 11, T.16 N., R.18 W., Pentwater Township, Oceana County, described as commencing at the Northeast corner of said Lot 19; thence S 02°40'50" W, 24.86 ft. on East line of said lot; thence N 87°17'54" W, 32.11 ft. on the South line of said Lot 19, thence N 03°23'06" E, 24.88 ft. on the East edge of pavement to the North line of Lot 19, thence S 87°16'09" E, 31.81 ft. to the Point of Beginning. Parcel contains 795.00 sq. ft.

Legal Description: Parcel 4

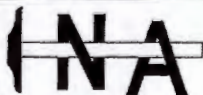
A part of Lots 13 thru 21 of Block 15 of the Original Plat of Pentwater Beach Addition, in Section 11, T.16 N., R.18 W., Pentwater Township, Oceana County, described as commencing at the Southeast corner of said Lot 21; thence N 87°17'54" W, 32.77 ft. on the South line of said Lot 21 to the Point of Beginning; thence continuing on South line of said Lot 21; N 87°17'54" W, 13.54 ft.; thence along the West edge of pavement N 03°46'57" E, 139.24 ft. across Lots 16 to 21; thence continuing on the East edge of pavement N 03°52'25" E, 22.75 ft. to the beginning of a curve to the Right: 79.54' R., Length: 20.91 ft., L.C. = N 11°19'21" E, 20.85 ft.; thence continuing on pavement on a curve to the Right: 79.54' R., Length: 24.10 ft., L.C. = N 31°59'14" E, 24.00 ft.; thence continuing on pavement on a curve to the Right: 52.45' R., Length: 34.62 ft., L.C. = N 58°49'20" E, 33.99 ft. to the East line of Lot 13; thence S 02°40'50" E, 14.83 ft. to the East edge of pavement; thence on pavement on a curve to the Left: 38.29' R., Length: 25.97 ft., L.C. = S 52°35'59" E, 25.47 ft.; thence continuing on pavement on a curve to the Left: 61.66' R., Length: 32.62 ft., L.C. = S 21°07'49" E, 32.24 ft.; thence S 06°11'20" W, 21.60 ft. on edge of pavement; thence S 03°23'06" W, 139.09 ft. on edge of pavement to the Point of Beginning. Parcel contains 3,084 sq. ft.

FILE: S 20 - 020

DATE: April 22, 2020

DRAWN: 

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Fax (231) 723-8642

**MEMORANDUM**

To: Township Board of Trustees

From: Keith Edwards, Zoning Administrator

Date: December 4, 2020

Subject: **Proposed Amendment to the Pentwater Township Subdivision Ordinance**

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Ad  
Ordinance  
NO 2020-  
04

**Introduction**

The Township Board of Trustees initially approved the Pentwater Township Subdivision Control Ordinance on April 10, 2019 (see attachment). The Subdivision Ordinance is a general ordinance, not a Zoning Ordinance, and therefore can be amended by the Township Board of Trustees at any time.

The Subdivision Ordinance guides the construction of new plats, amendments to plats (a.k.a. replats) and the division of platted lots (lot splits) and is derived from Michigan Public Act 288 of 1967, the Michigan Land Division Act.

**Background**

This is the first time that we have reviewed a request against the relatively new (2019) Pentwater Township Subdivision Ordinance. When the Township Attorney, Mark Van Allsburg and I reviewed a proposed division of platted lots for Lots 13-21 in Block 15 of the Pentwater Beach Addition No. 4 Plat the its was revealed to us that Section 7 imposed some cumbersome and redundant reviews by the Township Planning Commission and Oceana County Health Department.

For Plats approved after 1967, the Planning Commission and Health Department are already involved in the review of Preliminary and Final Plats, therefore, their review of the proposed division would be redundant and a significant amount of time, may unnecessarily pass between scheduled Planning Commission meetings and Township Board meetings.

For Plats approved prior to 1967, when we did not have a Zoning Administrator, we recognize that often these existing lot sizes are smaller in area and width than what today's Zoning Ordinance requires. Therefore, we have an internal review process, the Zoning Administrator (and Assessor) that will review any proposed division of platted lots. These divisions will primarily be divisions that add property to existing lots. The request to divide lots in the Pentwater Beach Addition No. 4 is a great example of how we can work with property owners to fix problems established by previously approved plat.

### **Proposed Amendment**

The currently proposed amendment to the Section 7 Division of Platted Lots – removes the requirement for Planning Commission and Health Department reviews of existing platted lots proposed to be split.

All proposed lots splits will be reviewed internally by the Township Zoning Administrator and Township Assessor prior to making their way to the Township Board of Trustees for final review. This process allows the Township Board to especially manage the activities in previously approved plats such as Pentwater Beach Addition No. 4, and give the property owners streamlined review processes – especially where fixing the nonconforming and inaccurately developed situations of the past can be remedied.

### **Recommendation**

The Township Assessor and I have worked with Mark Van Allsburg on the proposed amendment and recommend approval with an effective date effective upon publication.

**TOWNSHIP OF PENTWATER**  
**COUNTY OF OCEANA, MICHIGAN**

At a regular meeting of the Township Board of the Township of Pentwater, Oceana County, Michigan, held at the Pentwater Township Hall, 327 Hancock Street, within the Township, on the 10th day of April, 2019, at 6:00 p.m.

PRESENT: Members: Spittler, Johnson, Flynn, Siska and Ruggles

ABSENT: Members: None

The following ordinance was offered by Member Ruggles and supported by Member Siska:

**ORDINANCE NO. 19-02**

**AN ORDINANCE TO REGULATE PLATTED SUBDIVISIONS  
WITHIN THE TOWNSHIP OF PENTWATER**

THE TOWNSHIP OF PENTWATER ORDAINS:

Section 1. **Subdivision Ordinance.** The Township Board of the Township of Pentwater (the "Township") hereby adopts an ordinance to regulate platted subdivisions within the Township as follows:

**PENTWATER TOWNSHIP SUBDIVISION ORDINANCE**

**Section 1. General**

- 1.1 **Legal Basis; Purpose.** This ordinance is enacted pursuant to Public Act 288 of 1967, as amended, the Land Division Act ("Act 288"). This ordinance is intended to provide for the proper and orderly subdivision of land in the Township, to provide for adequate and essential public improvements and utilities, and to promote the public health, safety and welfare. This ordinance shall be known and may be cited as the "Pentwater Township Subdivision Ordinance."
- 1.2 **Fee Schedule.** Any person filing a plat pursuant hereto shall pay fees established from time to time by resolution of the Township Board, and until the fee is paid the plat shall not be considered or reviewed.
- 1.3 **Definitions.** All terms herein shall have the meanings and definitions given by Act 288.

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- 1.4 **Scope and Conflict.** The provisions of this ordinance apply to all platted subdivisions of land within the Township. Where this ordinance provides a standard stricter than that required by Act 288, this ordinance shall control.
- 1.5 **Certification of Plats and Drawings.** All plats and drawings submitted hereunder shall be prepared and sealed by a registered surveyor and/or engineer, as applicable.

**Section 2. Preliminary Plat Application and Review Procedures**

- 2.1 **Submission of Plats.** The proprietor of any land proposed to be subdivided shall submit 12 copies of a preliminary plat, together with supplementary documents, containing the information required by Act 288 and this ordinance, to the Township Clerk.
- 2.2 **Preliminary Plat; Required Information.** The following information shall be submitted for tentative approval of the preliminary plat. Maps shall be at a scale of not more than 100 feet to one inch.
- (a) The name or title of the proposed subdivision.
  - (b) Legal description of the proposed plat.
  - (c) The name, address and telephone number of the proprietor, developer, record owner and subdivider.
  - (d) A statement of the intended use for the proposed plat, indicating any land intended to be dedicated or set aside for public use or for the common use of property owners in the subdivision, and stating the location, dimensions and purpose of such land.
  - (e) A sketch showing the location of the proposed plat.
  - (f) The location, dimensions and approximate grade and radius of proposed and existing public streets, alleys and highways included in the plat. All streets in a plat shall be public streets unless otherwise specifically recommended by the Planning Commission and approved by the Township Board in the approval of the preliminary and final plats.
  - (g) The location of all existing features affecting the subdivision, such as railroads, buildings, trees, ditches, watercourses and other physical features.
  - (h) The location and size of all existing and proposed public water, sanitary sewer and storm drainage pipes, equipment, fire hydrants, catch basins and other public facilities.
  - (i) The location of utility and drainage easements.
  - (j) If the proposed plat is contiguous to other lands owned by the applicant, a map showing the street layout and access for subsequent development.



- (k) The lot lines and required building setbacks in the plat.
- (l) The boundaries of floodplain areas within or adjacent to the plat, if any.
- (m) All buildings, structures, lot lines, wetlands, streets, rights-of-way, service drives and curb cuts within 100 feet of the site.
- (n) Existing and proposed topographic elevations at two-foot intervals.
- (o) Direction of storm water drainage, location and size of all existing and proposed storm water drainage facilities, as well as a statement describing where storm water will be ultimately discharged.
- (p) Existing and proposed street lighting, including the type of fixture as well as method of shielding illumination from adjacent properties and roadways.
- (q) Zoning and use of adjacent properties.

**2.3 Preliminary Plat; Tentative Approval Procedure.**

- (a) Preliminary plats shall be referred to the Planning Commission, which shall consider the preliminary plat and make a recommendation to the Township Board. The preliminary plat, together with minutes showing the action of the Planning Commission thereon, shall then be referred to the Township Board.
- (b) The Township Board shall approve, approve subject to conditions, or reject the preliminary plat not later than 90 days after the preliminary plat was first submitted by the proprietor. If the preliminary plat is not approved, the Township Board shall set forth in writing its reasons for rejection. The Township Board shall record its approval or disapproval on the plat and return one copy to the proprietor.
- (c) Tentative approval under this section shall confer upon the proprietor, for a period of one year, approval of lot sizes, lot orientation and street layout. The duration of such tentative approval may be extended by the Township Board.

**2.4 Preliminary Plat; Final Approval Procedure.**

- (a) Following tentative approval of the preliminary plat by the Township Board, the proprietor shall:
  - (1) Submit the preliminary plat to all other reviewing authorities as required by Act 288.
  - (2) Submit a list of all such authorities to the Township Clerk, certifying that the list shows all approving authorities as required by Act 288.
  - (3) Submit all approvals to the Township Clerk after they have been secured.

- (b) Following a determination that all required approvals have been secured, the Clerk shall forward the approved copies of the preliminary plat, together with all communications from the reviewing agencies, to the Township Board as soon as possible prior to the next regularly scheduled meeting.
- (c) The Township Board shall:
  - (1) Consider and review the preliminary plat and approve it if the proprietor has met all conditions specified for approval of the preliminary plat; or
  - (2) Instruct the Township Clerk to notify the proprietor of approval or rejection in writing.
- (d) Final approval of the preliminary plat under this section shall confer upon the proprietor for a period of two years from the date of approval, the rights granted under Act 288. This period may be extended by the Township Board.

**Section 3. Final Plat Application and Review Procedure**

**3.1 Requirements.**

- (a) Final plats shall be prepared and submitted as provided in Act 288.
- (b) A written application for approval and all recording and other Township and state fees shall accompany all final plats.
- (c) The proprietor shall submit proof of ownership of the land included in the final plat in a form satisfactory to the Township.
- (d) The Township may require such other information as it deems necessary to establish whether the proper parties have signed the plat.

**3.2 Procedure; Final Plat.**

- (a) The final plat shall be submitted not less than 20 days prior to the next regular meeting of the Township Board. For any plat submitted thereafter, the applicant shall pay an additional fee established by resolution, for the cost of calling a special meeting to comply with Section 167 of Act 288, unless the proprietor waives compliance with Section 167.
- (b) The Township Board shall examine the final plat at a meeting within 20 days after submission of the plat, or thereafter, if such time requirement is waived by the proprietor, and the Board shall either approve or disapprove the plat.

**3.3 Improvements and Facilities.**

- (a) Before final approval of a plat, all required improvements shall be completed, or security shall be given as provided in Section 7.13.



- (b) Monuments shall be set in accordance with Act 288 and the rules of the State Department of Treasury.
- (c) Upon completion of all required improvements, one complete copy of as-built engineering plans for all required public improvements and utilities shall be filed with the Township Clerk coincident with the submission of the final plat.

### 3.4 Security for Completion.

- (a) In lieu of completion of some or all required improvements, the Township Board may give final plat approval conditioned upon the proprietor providing a financial guaranty for performance as provided in this section.
- (b) Security shall be in an amount equal to the total estimated cost for completion of the improvement, including reasonable contingencies. Security shall not be required for an improvement for which security has been furnished to another governmental agency.
- (c) Security shall remain in force for a time to be specified by the Township Board.
- (d) Security shall be in the form of an irrevocable letter of credit issued by a bank, in a form satisfactory to the Township, or in the form of cash escrow or certified check. A performance bond in form satisfactory to the Township, from a surety company authorized to do business in the State of Michigan and acceptable to the Township, may be substituted in lieu of such security only if the applicant can satisfy the Township that an irrevocable letter of credit, cash escrow or certified check cannot reasonably be made available.
- (e) The proprietor may request periodic reductions in the amount of security as public improvements are completed. Township staff may approve such reductions, to an amount estimated to be equal to the remaining cost of improvements, plus a reasonable contingency.

3.5 **Certificates on Final Plat.** The final plat shall include proper certificates for the Township Clerk to certify the approval of the plat by the Township Board, and the acceptance on behalf of the public of all dedications shown thereon by the governmental body having jurisdiction over such dedication.

## Section 4. Improvements and Regulations

### 4.1 Lots.

- (a) All lots shall face upon, and have direct access to, a public or private street.
- (b) The side lines of lots shall be approximately at right angles or radial to the street upon which the lots face.

- (c) All lots shall conform to the requirements of the Township Zoning Ordinance for the zone in which the plat is located. This ordinance shall not be construed as providing for lots smaller than as specified in the Zoning Ordinance. If public water and sewer are available, the provisions of the Zoning Ordinance shall override Section 186 of Act 288.
  - (d) Corner lots for residential use shall have the minimum required frontage on both streets adjacent to the lot.
  - (e) When feasible, new curb cuts for driveways shall be minimized by providing access from internal streets constructed to serve the subdivision, rather than creating new driveways that exit directly onto existing streets running along the perimeter of the subdivision.
  - (f) Greenbelts or landscaped screen plantings shall be located between a residential subdivision and adjacent major arterial streets or railroad rights-of-way. The proposed subdivision plat shall show the location of said greenbelts.
- 4.2 **Usable Land.** All land shall be platted such that it is usable for building lots or required improvements. Land may be platted for common or public areas if adequate provision is made for continued maintenance of such areas, unless such provision for continued maintenance is waived or deemed unnecessary by the Township.
- 4.3 **Street Names.** Street names shall be approved by the Oceana County Road Commission before printing on the final plat. All streets which are extensions of existing streets must carry the names of such existing streets.
- 4.4 **Street Alignment and Layout.**
- (a) All proposed public streets, and where specifically permitted private streets, shall be continuous and in alignment with existing, planned or platted streets insofar as practicable. Where streets in new subdivisions are extensions of existing streets, the platted streets shall be at least as wide as the existing streets that are being extended.
  - (b) If streets are to be dedicated to the public, a sufficient number of streets shall extend to the boundary of the subdivision so as to provide sufficient access to adjoining property and to future development on contiguous land.
  - (c) No dead end street or street terminating in a cul-de-sac shall provide access to more than 20 dwelling units.
  - (d) Intersections of public or private streets shall be at angles of 90 degrees, or as close to such angle as possible, but in no case more than 30 degrees from perpendicular.

4.5 **Street Design Standards.** Public streets, intersections and cul-de-sacs in plats shall conform to the design, drainage, grade, layout, right-of-way width and construction requirements of the Oceana County Road Commission. Any street not dedicated to the public shall comply with the private street provisions of the Township Zoning Ordinance.

4.6 **Sidewalks.**

- (a) Except as otherwise provided in this section, concrete sidewalks at least five feet wide shall be installed within the street right-of-way on both sides of all streets within new subdivisions.
- (b) Sidewalks shall be constructed at the time streets are constructed, unless the Planning Commission and Township Board approve an arrangement for subsequent sidewalk construction, as lots are improved. With any such approval for subsequent sidewalk construction, conditions and time deadlines may be imposed.
- (c) In their discretion, the Planning Commission may recommend and the Township Board may approve a modification, in whole or in part, from the sidewalk requirements of this section. In considering whether to recommend and approve such modification, the Planning Commission and Township Board shall consider and make findings upon the following factors:
  - (1) Whether the installation of sidewalks would be a reasonably appropriate plat improvement, giving consideration to the convenience of pedestrians, the amount of available land and other applicable circumstances.
  - (2) The likelihood that pedestrians will make reasonable use of sidewalks in the plat, currently and in the future.
  - (3) Whether there are other sidewalks already installed on adjacent or nearby lands.
  - (4) The effect of topography, landscaping, location of streets and other improvements and the effect, if any, of other physical aspects of the platted lands.

4.7 **Street Lighting.** Adequate street lights may be required to be provided, and if so, they shall comply with the outdoor lighting requirements of the Township Zoning Ordinance.

4.8 **Utilities.** Public utility easements shall be provided along the rear lot lines, when feasible, and also along the side lot lines when necessary. The total width of such easements shall be not less than ten feet along each lot, or a total of twenty feet for adjoining lots.

- (a) Public electricity, telephone, and gas service, if available, shall be furnished to each lot in the subdivision.
- (b) If available, public sanitary sewer and water, or either of them, shall be provided according to the requirements of the zoning district in which the subdivision is located and in accordance with the Township's water and sewer ordinances.

- (c) All utilities shall be installed and maintained underground and in appropriate easements.
- (d) When a proposed subdivision is to be served by a publicly-owned or privately-owned public water system, fire hydrants and other required water system appurtenances shall be provided by the subdivider.
- (e) If there is no existing or available publicly-owned water supply system, the subdivider may be required to install a privately-owned community water supply system in accordance with applicable standards of the Township and the Oceana County Health Department.
- (f) Landscape shall be preserved in its natural state, insofar as practical, by removing only those areas of vegetation or making those alterations to the topography which are reasonably necessary to install utilities and develop the site in accordance with the requirements of this ordinance.

**4.9 Drainage.** An adequate storm drainage system, including the necessary storm sewers, drain inlets, manholes, culverts, bridges, and other appurtenances, shall be provided in accordance with the requirements of the Township Storm Water Ordinance and the Oceana County Drain Commissioner. Such facilities shall be designed and constructed so as to have no adverse effect on adjoining lands, or upon lots within the subdivision.

## **Section 5. Variance**

**5.1 Eligibility and Procedures.** If the proprietor demonstrates that literal enforcement of this ordinance is impractical, or will impose undue hardship in the use of the land because of special or peculiar conditions pertaining to the land, the Township Board, upon recommendation of the Planning Commission, may permit a variance or variances which are reasonable and within the general policy and purpose of this ordinance. The Township may attach conditions to the variance.

## **Section 6. Enforcement**

**6.1 Recording Required.** No person shall sell or convey any lot in any plat by reference thereto until such plat has been duly recorded in the office of the Oceana County Register of Deeds.

**6.2 Lot Sales in Violation of Ordinance.** No building permit shall be issued, and no public sewer or water service shall be provided for any dwelling or other structure located on a lot subdivided or sold in violation of these regulations. The fact that final plat approval has not been received from the State of Michigan shall not prevent a building permit from being granted for not more than three buildings, or for the maximum number of land divisions which would be permitted under Act 288 without plat approval, whichever is less. No building may be occupied or used, however, until all required improvements have been completed, and necessary utilities installed.



### 6.3 Violations.

- (a) A violation of this ordinance is a municipal civil infraction, for which the fine shall be not less than \$100 nor more than \$500 for the first offense and not less than \$250 nor more than \$1,000 for subsequent offenses, in the discretion of the Court, and in addition to all other costs, damages, attorney fees and expenses provided by law. For purposes of this section, "subsequent offense" means a violation of this ordinance committed with respect to a separate incident by the same person within 12 months of a previous violation of the ordinance for which said person admitted responsibility or was adjudicated to be responsible. Each day such violation continues shall be considered a separate offense.
- (b) The landowner, tenant, subdivider, builder, public official or any other person who commits, participates in, assists in, or maintains a violation may each be found responsible for a municipal civil infraction and be liable for the penalties herein provided.
- (c) Nothing herein contained shall prevent the Township Board or any other public official or private citizen from taking such lawful action as is necessary to restrain or prevent any violation of this ordinance or of the Land Division Act.

6.4 **Other Remedies.** In addition to any other available remedy, the Township may in its discretion bring an action in its own name to restrain or prevent any violation of this ordinance or any continuance of such violation. In such case the person found violating this ordinance shall pay the Township's costs and expenses in enforcing this ordinance, including its attorneys' fees.

## Section 7. Division of Platted Lots

7.1 **Prohibition.** No lot or other parcel of land located within a recorded plat shall be further partitioned or divided or a building permit issued for a partitioned or divided lot unless such partition or division is first approved by the Township Board as provided in this ordinance. No partition or division of a lot may result in the creation of a lot that does not satisfy the particular minimum lot dimension requirements of the Township Zoning Ordinance.

### 7.2 Approval of Lot Splits.

- (a) Any proprietor or property owner who desires to partition or split a lot, outlot, or other parcel of land located in a recorded plat shall apply to the Township Clerk. The application shall include a detailed statement of the reasons for the requested partition or division, sketch, map or maps prepared to scale showing the proposed division or partition and all adjoining lots, streets, and parcels of land, and a statement from the Oceana County Health Department indicating the effect of the proposed division or partition upon the safe operation of necessary septic tanks and wells.

- (b) The Township Clerk shall transmit the application and report from the Oceana County Health Department to the Planning Commission, which shall make a recommendation to the Township Board.
- (c) In reviewing the application, the Planning Commission and Township Board shall consider whether the request is consistent with all Township ordinances, Act 288, and other state laws and is consistent with the general public welfare.
- (d) Upon receiving the recommendation of the Planning Commission, the Township Board shall either approve or reject the application.
- (e) The Township Board may condition its approval of a division or partition upon such reasonable conditions as deemed necessary by the Township Board to ensure compliance with applicable Township ordinances and state laws.

Section 2.     **Publication/Effective Date.** This ordinance shall become effective 30 days following its publication or the publication of a summary of its provisions in a local newspaper of general circulation.

Upon motion made to adopt said ordinance, a roll call vote was taken as follows:

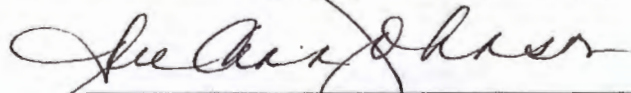
AYES:           Members: Ruggles, Siska, Johnson, Flynn and Spittler

NAYS:           Members: None

ORDINANCE DECLARED ADOPTED.

  
\_\_\_\_\_  
Sue Ann Johnson, Township Clerk

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Township Board of the Township of Pentwater at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

  
\_\_\_\_\_  
Sue Ann Johnson, Township Clerk





**TOWNSHIP OF PENTWATER**  
**COUNTY OF OCEANA, MICHIGAN**

At a regular meeting of the Township Board of the Township of Pentwater, Oceana County, Michigan, held at the Pentwater Township Hall, 500 N. Hancock Street, within the Township, on the \_\_\_\_ day of \_\_\_\_\_, 2020, at 6:00 p.m.

PRESENT: Members: \_\_\_\_\_

ABSENT: Members: \_\_\_\_\_

The following ordinance was offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE PENTWATER TOWNSHIP  
SUBDIVISION ORDINANCE**

THE TOWNSHIP OF PENTWATER ORDAINS:

Section 1. **Amendment to Subdivision Ordinance.** Section 7.2 of the Pentwater Township Subdivision Ordinance, being Ordinance No. 19-02, is hereby amended to read in its entirety as follows:

**7.2 Approval of Lot Splits.**

- (a) Any proprietor or property owner who desires to partition or split a lot, outlot, or other parcel of land located in a recorded plat shall apply to the Township Clerk. The application shall include a detailed statement of the reasons for the requested partition or division, sketch, map or maps prepared to scale showing the proposed division or partition and all adjoining lots, streets, and parcels of land, and shall indicate any impact the division or partition may have upon the safe operation of necessary septic tanks and wells.
- (b) The Township Clerk shall transmit the application and other relevant materials to the Township Board. The Township Board may in its sole discretion, refer the matter to the Planning Commission for its recommendation.
- (c) In reviewing the application, the Township Board (and Planning Commission, if applicable) shall consider whether the request is consistent

with all Township ordinances, Act 288, and other state laws and is consistent with the general public welfare.

- (d) The Township Board may condition its approval of a division or partition upon such reasonable conditions as deemed necessary by the Township Board to ensure compliance with applicable Township ordinances and state laws.

**Section 2. Publication/Effective Date.** This ordinance shall become effective upon its publication or the publication of a summary of its provisions in a local newspaper of general circulation.

Upon motion made to adopt said ordinance, a roll call vote was taken as follows:

AYES:           Members: \_\_\_\_\_

NAYS:           Members: \_\_\_\_\_

ORDINANCE DECLARED ADOPTED.

\_\_\_\_\_  
Sue Ann Johnson, Township Clerk

I hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the Township Board of the Township of Pentwater at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
Sue Ann Johnson, Township Clerk

## INSTALLMENT PURCHASE AGREEMENT

THIS INSTALLMENT PURCHASE AGREEMENT (the "Agreement") is dated as of \_\_\_\_\_, 2020, between and among the TOWNSHIP OF PENTWATER, a Michigan general law Township (the "Township"), HALT FIRE, INC., a Michigan corporation (the "Vendor"), and \_\_\_\_\_ BANK, a Michigan banking corporation (the "Bank"), as assignee of certain of Vendor's rights in this Agreement as provided herein.

WHEREAS, the Township is the purchaser and the Vendor is the seller pursuant to that certain agreement by and between the Township and the Vendor (the "Contract"), relating to the purchase by the Township of certain personal property comprising one (1) Pierce Enforcer - 107' Quint Aerial Ladder Fire Truck and related equipment (VIN \_\_\_\_\_) (the "Property"); and

WHEREAS, the Township proposes to pay for the Property in installments in accordance with Act 99 of the Public Acts of Michigan of 1933, as amended ("Act 99");

NOW, THEREFORE, in consideration of their mutual undertakings and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Acquisition of Property; Payment of Contract Sum.** The Township agrees to purchase the Property for the sum of \$\_\_\_\_\_ as set forth in the Contract (the "Contract Sum"). A portion of the Contract Sum in the amount of \$\_\_\_\_\_ (the "Financed Amount") shall be paid by the Township to the Vendor in the manner provided in this Agreement. The balance of the Contract Sum in the amount of \$\_\_\_\_\_ has been or will be paid by the Township to the Vendor from available Township funds on hand, in accordance with the Contract.

2. **Payment of Financed Amount in Installment Payments.**

a. The Financed Amount shall be payable by the Township to the Vendor at the times and in the amounts set forth in subparagraph b.

b. The Township shall pay the Financed Amount plus interest on the unpaid outstanding principal balance thereof in six (6) annual payments (the "Installment Payments"), such installments to be due and payable as follows:

(1) The initial Installment Payment shall be due \_\_\_\_\_ 1, 2021, and the subsequent Installment Payments shall be due each \_\_\_\_\_ 1 thereafter.

(2) The Installment Payments shall be as set forth on Exhibit A attached hereto.

(3) Interest at the rate of \_\_\_% per annum shall accrue from the date of this Agreement on the unpaid principal balance of this Installment Purchase Agreement and shall be payable annually each \_\_\_\_\_ 1, beginning \_\_\_\_\_ 1, 2021.

(4) Interest shall be computed on the basis of a 360-day year, comprised of twelve 30-day months, for the actual number of days elapsed.

(5) Installment Payments shall be applied first to accrued interest and then to principal.

(6) At the Township's option, the unpaid principal portion of the Installment Payments and the accrued interest thereon may be prepaid in part or in full at any time, without premium or penalty. The Township shall provide ten (10) days written notice to the Bank of any prepayment.

3. **Assignment by Vendor to Bank.** The Vendor hereby assigns (the "Assignment") to the Bank its right to receive the Installment Payments in consideration of (a) the payment by the Bank of an amount equal to the Financed Amount to the Township in accordance with Paragraph

4(a); and (b) the obligation of the Township to make payment(s) to the Vendor in accordance with Paragraph 4(b). It is expressly agreed between the Vendor, the Township and the Bank that as a condition of Vendor's assignment to Bank that the Township shall make all Installment Payments directly to the Bank.

4. **Payment by Bank; Payment by Township to Vendor; Useful Life.**

a. The Bank, as assignee of the rights of the Vendor to receive the Installment Payments, will pay to the Township, upon execution of this Agreement, an amount equal to the Financed Amount.

b. The Township shall, upon receipt of such payment by the Bank, pay an amount equal to the Financed Amount to the Vendor at the times and in the manner required by the Contract.

c. The Vendor certifies to the Township and, in reliance thereon, the Township in turn certifies to the Bank that the useful life of the Property is equal to or longer than the term of the Installment Payments.

5. **Consent by Township to Assignment by Vendor to Bank.** The Township hereby consents to the Assignment. The warranties and other obligations of the Vendor set forth in the Contract and Paragraph 8 of this Agreement shall remain the sole responsibility of the Vendor and shall not be assignable. The Vendor hereby acknowledges that all of said warranties and other obligations shall not be assigned and shall remain the sole responsibility of the Vendor. With respect to the Bank, the Township hereby waives any defenses based upon warranty, failure or inability of the Vendor to perform its non assignable obligations or the failure of title to the Property. The Township's obligation to the Bank is absolute and unconditional and shall remain in full force and effect until the amounts owed hereunder shall have been paid by the Township to the Bank, and such

obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following:

a. Any failure of title with respect to the Vendor's interest in the Property or the invalidity, unenforceability or termination of this Agreement;

b. The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement;

c. The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the Vendor or any of its assets or any allocation or contest of the validity of this Agreement, or the disaffirmance of this Agreement in any such proceedings;

d. To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the Vendor from the performance or observation of any obligation, covenant or agreement contained in this Agreement;

e. The default or failure of the Vendor fully to perform any of its obligations set forth in this Agreement, the Contract or any other agreement; or

f. Any casualty or destruction of the Property.

6. **Representation of Vendor.** The Vendor represents and warrants that the Assignment does not violate any agreement, contract, or loan agreement to which it is a party and that the Agreement has been duly executed and delivered by the Vendor. After payment of an amount equal to the Financed Amount to the Township in accordance with Paragraph 4(a), the Bank shall have no liability for payment of monies to the Vendor or for the performance of any obligations to the Vendor.

7. **Limited Tax General Obligation.** The obligation of the Township to pay the Installment Payments hereunder is a limited tax general obligation subject to applicable constitutional and statutory limitations, and charter limitations, if any, on the taxing power of the Township. The Township shall include in its General Fund budget and pay each year, until this Agreement is paid in full, such sum or sums as may be necessary each year to pay the Installment Payments when due.

8. **Delivery Date; Warranties.** The Vendor will deliver the Property to the Township in the manner and at the times set forth in the Contract. Warranties, if any, with respect to the Property shall not be assigned but shall remain enforceable by the Township against Vendor or the manufacturer of the Property, as the case may be, in accordance with the Contract.

9. **Tax Covenant.** The Township covenants and agrees, to the extent permitted by law, that it shall take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exclusion of the interest portion of the Installment Payments from gross income within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). In addition, the Township hereby covenants that it will make no use of the proceeds of the Agreement which, if such use had been reasonably expected on the date of the Agreement, would have caused the Agreement to be considered an "arbitrage bond," as defined in Section 148 of the Code. Further, this Agreement has been designated as a "qualified tax-exempt obligation" by the Township, within the meaning of Section 265(b)(3) of the Code, it being reasonably anticipated that the aggregate amount of qualified tax-exempt obligations which will be issued by the Township and all subordinate entities to the Township shall not exceed \$10,000,000 during calendar year 2013.

10. **Compliance with Act 99.** The Township covenants and agrees that the Township shall at all times have control of the Property and shall maintain the same for public use and

purposes, and that it shall otherwise take all actions within its control and that it shall not fail to take any action as may be necessary to comply with Act 99.

11. **Condition for Transfer or Assignment by Bank.** This Agreement may not be transferred or assigned by the Bank, except by appropriate entry in the register maintained by the Township Treasurer, it being the intention that this Agreement be registered within the meaning of Section 149(a) of the Code.

12. **Entire Agreement; Conflict; Counterparts.** Except for the Contract, this Agreement constitutes the entire agreement of the parties. All other prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby terminated. In the event of a conflict in terms between the Contract and this Agreement, the specific terms of this Agreement shall govern. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties may execute separate counterparts with like effect as if the signatures of all parties were upon the same counterpart. A facsimile or electronic copy of a signed counterpart may be relied upon by any party, or any third party, as if it were an original signature copy.

13. **Amendments.** Any attempt to modify the terms of this Agreement or of any supporting document shall be ineffective unless approved in writing by all of the parties hereto. Any provision of this Agreement not concerning Vendor may be modified by agreement of the Bank and Township only.





\_\_\_\_\_ BANK

By \_\_\_\_\_

Its: \_\_\_\_\_

*[Remainder of page intentionally blank]*

HALT FIRE, INC., a Michigan corporation

By \_\_\_\_\_

Its: \_\_\_\_\_

*[Remainder of page intentionally blank]*

**Exhibit A**

**Installment Payments**

**AMORTIZATION @ 0.95% INTEREST**

<u>DATE</u>	<u>PMT. AMT.</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u># OF DAYS</u>	<u>BALANCE</u>
12/23/20	\$ -	\$ -	\$ -	0	\$ 716,000.00
05/01/21	\$ 121,770.71	\$ 119,333.33	\$ 2,437.38	129	\$ 596,666.67
11/01/21	\$ 2,897.15	\$ -	\$ 2,897.15	184	\$ 596,666.67
05/01/22	\$ 122,183.24	\$ 119,333.33	\$ 2,849.91	181	\$ 477,333.34
11/01/22	\$ 2,317.72	\$ -	\$ 2,317.72	184	\$ 477,333.34
05/01/23	\$ 121,613.26	\$ 119,333.33	\$ 2,279.93	181	\$ 358,000.01
11/01/23	\$ 1,738.29	\$ -	\$ 1,738.29	184	\$ 358,000.01
05/01/24	\$ 121,052.72	\$ 119,333.33	\$ 1,719.39	182	\$ 238,666.68
11/01/24	\$ 1,158.86	\$ -	\$ 1,158.86	184	\$ 238,666.68
05/01/25	\$ 120,473.29	\$ 119,333.33	\$ 1,139.96	181	\$ 119,333.35
11/01/25	\$ 579.43	\$ -	\$ 579.43	184	\$ 119,333.35
<u>05/01/26</u>	<u>\$ 119,903.33</u>	<u>\$ 119,333.35</u>	<u>\$ 569.98</u>	181	\$ -
<b>TOTALS</b>	<b>\$ 735,688.00</b>	<b>\$ 716,000.00</b>	<b>\$ 19,688.00</b>		

**TOWNSHIP OF PENTWATER  
COUNTY OF OCEANA**

Minutes of a regular meeting of the Township Board of the Township of Pentwater, held Pentwater Township Hall, 500 N. Hancock Street, within the Township, on the 9th day of December, 2020, at 7:00 p.m. Local Time.

PRESENT: Members: \_\_\_\_\_

ABSENT: Members: \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**RESOLUTION NO. 20-\_\_**

**RESOLUTION TO AUTHORIZE THE FINANCING OF FIRE TRUCK  
BY INSTALLMENT PURCHASE AGREEMENT, AWARD FINANCING  
AND MATTERS RELATED THERETO**

WHEREAS, the Township of Pentwater (the "Township") is authorized by Act 99 of the Public Acts of Michigan of 1933, as amended ("Act 99"), to purchase real or personal property for public purposes, and to pay for such property in installments over the lesser of a period of fifteen years or the useful life of such property; and

WHEREAS, the Township proposes to purchase the property described on Exhibit A attached hereto, which constitutes "personal property" within the meaning of Act 99 (the "Property"), from the vendor (the "Vendor") and at the purchase price (the "Purchase Price") all as set forth on Exhibit A attached hereto; and

WHEREAS, it is in the best interest of the Township to obtain financing for a portion of the Purchase Price in the amount of \$716,000 (the "Financed Amount"); and

WHEREAS, the Financed Amount, when added to the currently outstanding balance of all other installment purchases made of real and personal property by the Township pursuant to Act 99, less permitted exceptions, does not exceed \$2,879,900, which is one and one quarter of one

percent (1-1/4%) of the 2020 Taxable Value of the real and personal property in the Township (which totals \$230,392,000); and

WHEREAS, the Township sent financing specifications, dated November 10, 2020, in the form on file with the Township Clerk (the "Financing Specification") to local area banks seeking financing proposals for the financing of the Financed Amount using an Act 99 installment purchase agreement; and

WHEREAS, on November 25, 2020 at 11:00 a.m., the Township received proposals from area local banks and financial institutions as shown on the attached Exhibit B; and

WHEREAS, it is necessary and in the best interest of the Township to award the financing of the Property in the Financed Amount in accordance with the Financing Specifications.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The Township Board determines that it is necessary and in the best interest of the Township to purchase the Property for an amount equal to the Financed Amount and to utilize such Property for public and Township purposes. The difference between the Purchase Price and the Financed Amount in the sum of \$239,474 shall be paid to the Vendor from Township funds on hand (derived from the Township's fire operating millage) and the payment of said amount is hereby approved and/or ratified and appropriated.

2. The Township Board determines that it is necessary and in the best interests of the Township to finance the purchase of the Property pursuant to Act 99. The Financed Amount shall be financed by an installment purchase agreement as provided in this Resolution.

3. The useful life of such Property is hereby determined to be not less than six (6) years.

4. The Township Board hereby ratifies, confirms and approves the Financing Specifications.

5. The Township Board hereby determines that the financing proposal submitted by West Shore Bank, attached to this Resolution as Exhibit B, is in the best interest of the Township and provides the lowest true-interest cost to the Township for the financing of the Property and the Township hereby awards the financing of the Property, in the Financed Amount, to West Shore Bank in accordance with the Financing Specifications and West Shore Bank's financing proposal. The Township Board hereby rejects all other proposals.

6. An Installment Purchase Agreement by and between the Township, West Shore Bank, and the Vendor in the form attached to this Resolution as Exhibit C (the "Installment Purchase Agreement") is hereby approved. The Installment Purchase Agreement shall:

- a. be issued to West Shore Bank; and
- b. be issued in the principal amount of \$716,000;
- c. bear interest at the rate of 0.95% per annum; and
- d. be payable in six (6) annual payments of principal, with the first such payment due May 1, 2021, and subsequent payments due on each May 1 thereafter, until the principal balance is paid in full, and semi-annual interest, with the first of such interest payments due May 1, 2021, and subsequent payments due on each November 1 and May 1 thereafter.

7. The Installment Purchase Agreement shall be subject to prepayment by the Township at any time, as provided in the Agreement attached as Exhibit C.

8. The Township Treasurer is hereby designated as the Registrar for the Installment Purchase Agreement.

9. The Installment Purchase Agreement is hereby designated as a "qualified tax exempt obligation" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265(b)(3) of the Code, it being reasonably anticipated that the aggregate amount of qualified tax exempt obligations which will be issued by the Township and all



subordinate entities to the Township shall not exceed \$10,000,000 during calendar year 2020, if issued in 2020, and shall not exceed \$10,000,000 during calendar year 2021, if issued in 2021.

10. The Supervisor of the Township and the Township Clerk are hereby authorized and directed to execute the Installment Purchase Agreement in substantially the form of Exhibit C with such necessary variations, additions, omissions, corrections, and insertions as they deem appropriate and/or required, for and on behalf of the Township in consultation with Bond Counsel.

11. The Township Supervisor, the Township Clerk, and/or the Township Treasurer are hereby authorized to execute and file all documents, instruments and certificates necessary or required to effectuate the execution and delivery of the Installment Purchase Agreement.

12. The obligation of the Township to pay the principal installments of the Financed Amount and interest thereon shall be a limited tax general obligation of the Township subject to applicable statutory and constitutional limitations.

13. The Township shall at all times have control of the Property and shall maintain the same for public use and public purposes.

14. The Township shall include in its annual general fund budget such sum or sums as may be necessary to pay and satisfy all payments when due under the Installment Purchase Agreement.

15. The execution and issuance of the Installment Purchase Agreement shall be subject to the acquisition of the Property.

16. Mika Meyers PLC, Attorneys of Grand Rapids, Michigan, is hereby retained as Bond Counsel for the financing of the Property.

17. All resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS:        Members: \_\_\_\_\_

NAYS:       Members: \_\_\_\_\_

ABSENT:     Members:  
\_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Sue Ann Johnson, Township Clerk

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF OCEANA    )

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Township Board of the Township of Pentwater at a regular meeting thereof held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
Sue Ann Johnson, Township Clerk

**EXHIBIT A**

<u>Description of Property</u>	<u>Vendor</u>	<u>Purchase Price</u>
One (1) Pierce Enforcer – 107' Quint Aerial Ladder Truck	Halt Fire, Inc.	\$955,474

**EXHIBIT B**

**BIDS**

TOWNSHIP OF PENTWATER, MICHIGAN  
\$716,000 INSTALLMENT PURCHASE AGREEMENT

BID FORM

November 23, 2020

Township of Pentwater  
Attn: Sue Johnson, Clerk  
500 N. Hancock St.  
Pentwater, MI 49449

Ladies and Gentlemen:

We offer to assist the Township by accepting an assignment of the vendor's interest in the Installment Purchase Agreement for the acquisition of property, as described in and subject to the terms and conditions of the Financing Specifications dated November 10, 2020, on the following terms:

1. Principal Amount (this is an estimated amount subject to adjustment by the Township to conform to the purchase price of property) \$716,000:

Total Interest Cost, assuming that the Installment Purchase Agreement is dated December 23, 2020, and payable in six annual payments of principal payable on May 1, 2021, and annually thereafter until paid in full with interest payable semi-annually on May 1 and November 1 of each year beginning May 1, 2021 **\$19,688.00.**

**Payment amortization schedule is attached, calculated at 0.95%, computed on the basis of a 360-day year, comprised of twelve 30-day months, for the actual number of days elapsed between payment dates.**

The obligation shall be fully prepayable, without restriction, penalty or premium, on any date.

2. If the contract for financing of the Installment Purchase Agreement is awarded to us, we agree to all the terms and conditions contained in the Financing Specifications, and without limitation of the foregoing, we agree to execute and deliver to the Township the Purchaser's Investment Certificate substantially in the form provided with the Financing Specifications.

3. We recognize that the Township reserves the right to reject any, and all bids, and not to proceed with financing, in its discretion.

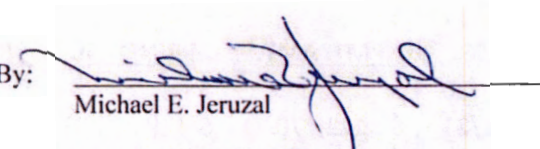
4. This bid shall remain open and capable of acceptance until 6:00 p.m., Local Time, Thursday, December 10, 2020. Closing of the transaction shall occur not later than 45 days thereafter but, is tentatively scheduled for December 23, 2020.

02842472 | 02842383 |

Respectfully submitted,

Dated: November 23, 2020.

By:

  
Michael E. Jeruzal

WEST SHORE BANK  
201 West Loomis Street  
Ludington, MI. 49431

Business Phone: 231.845.3503  
**PLEASE USE CELL: 231.233.3224**

Business Email: [mikej@westshorebank.com](mailto:mikej@westshorebank.com)

02842-4721 02842383 1 2

**AMORTIZATION @ 0.95% INTEREST**

<u>DATE</u>	<u>PMT. AMT.</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u># OF DAYS</u>	<u>BALANCE</u>
12/23/20	\$ -	\$ -	\$ -	0	\$ 716,000.00
05/01/21	\$ 121,770.71	\$ 119,333.33	\$ 2,437.38	129	\$ 596,666.67
11/01/21	\$ 2,897.15	\$ -	\$ 2,897.15	184	\$ 596,666.67
05/01/22	\$ 122,183.24	\$ 119,333.33	\$ 2,849.91	181	\$ 477,333.34
11/01/22	\$ 2,317.72	\$ -	\$ 2,317.72	184	\$ 477,333.34
05/01/23	\$ 121,613.26	\$ 119,333.33	\$ 2,279.93	181	\$ 358,000.01
11/01/23	\$ 1,738.29	\$ -	\$ 1,738.29	184	\$ 358,000.01
05/01/24	\$ 121,052.72	\$ 119,333.33	\$ 1,719.39	182	\$ 238,666.68
11/01/24	\$ 1,158.86	\$ -	\$ 1,158.86	184	\$ 238,666.68
05/01/25	\$ 120,473.29	\$ 119,333.33	\$ 1,139.96	181	\$ 119,333.35
11/01/25	\$ 579.43	\$ -	\$ 579.43	184	\$ 119,333.35
<u>05/01/26</u>	<u>\$ 119,903.33</u>	<u>\$ 119,333.35</u>	<u>\$ 569.98</u>	181	\$ -
<b>TOTALS</b>	<b>\$ 735,688.00</b>	<b>\$ 716,000.00</b>	<b>\$ 19,688.00</b>		

**SSB**  
**SHELBY STATE BANK**

30 N. Meyers Road  
Ludington, MI 49431

**November, 23 2020**

**RE: Township of Pentwater – Pierce Enforcer**

To whom it may concern,

On behalf of Shelby State Bank, we truly appreciate the opportunity to provide the Township of Pentwater a financing offer to assist in the purchase of a new Pierce Enforcer Aerial Ladder Fire Truck. Please allow this letter to serve as a commitment to provide financing as follows:

<b>Borrower:</b>	<b>Township of Pentwater</b>
<b>Loan Amount:</b>	<b>\$716,000.00</b>
<b>Purpose:</b>	<b>Purchase a new Pierce Enforcer Aerial Ladder Fire Truck.</b>
<b>Interest Rate:</b>	<b>1.24% Fixed Rate (Tax Exempt)</b>
<b>Term:</b>	<b>6-year</b>
<b>Payment:</b>	<b>Payment Schedule attached.</b>
<b>Pre-Payment Penalty:</b>	<b>None</b>
<b>Costs:</b>	<b>Loan Origination Fee: Waived</b>



- Financial:** The Borrower shall provide (but not limited to):
- Annual Financial Statements
  - Any additional information requested
  - Financial reporting must be supplied to SSB by June 1 of the subsequent year.

**DISCLAIMER:**

All documentation related to the proposed credit shall be in form and substance acceptable to SSB and its counsel. All borrowing and guaranteeing entities will be required to provide the necessary documentation of establishment and the authorized signers. This documentation may include Articles of Incorporation, Operating Agreement or By-Laws, Resolutions, Board of Directors Minutes, etc. Also, all State of Michigan Department of Licensing and Regulatory Affairs entity filings must be current.

Furthermore, this proposal is based on the adequate fulfillment of all SSB policies, procedures, guidelines, and requirements. If additional information is requested to fulfill the aforementioned SSB policies, procedures, guidelines, and requirements the borrower agrees to provide this information

We appreciate the opportunity to obtain your business and we look forward to partnering with you. For specific questions or concerns please contact us via email at [jraven@shelbybank.com](mailto:jraven@shelbybank.com) or call at 231-843-4878 or 231-690-9447.

Sincerely,

*John Raven*

John E. Raven  
VP/Commercial Lender

Amortization Schedule						
Date	Description	Total Payment	P&I Payment	Principal Payment	Interest Payment	Principal Balance
Dec 23, 2020	Beginning Balance					716,000.00
<b>2020 Totals</b>						
May 01, 2021	Principal and Interest Payment	122,638.12	122,638.12	119,456.69	3,181.43	596,543.31
Nov 01, 2021	Interest Only Payment	3,780.76	3,780.76		3,780.76	596,543.31
<b>2021 Totals</b>						
May 01, 2022	Principal and Interest Payment	123,175.81	123,175.81	119,456.69	3,719.12	477,086.62
Nov 01, 2022	Interest Only Payment	3,023.67	3,023.67		3,023.67	477,086.62
<b>2022 Totals</b>						
May 01, 2023	Principal and Interest Payment	122,431.06	122,431.06	119,456.69	2,974.37	357,629.93
Nov 01, 2023	Interest Only Payment	2,266.58	2,266.58		2,266.58	357,629.93
<b>2023 Totals</b>						
May 01, 2024	Principal and Interest Payment	121,698.63	121,698.63	119,456.69	2,241.94	238,173.24
Nov 01, 2024	Interest Only Payment	1,509.49	1,509.49		1,509.49	238,173.24
<b>2024 Totals</b>						
May 01, 2025	Principal and Interest Payment	120,941.57	120,941.57	119,456.69	1,484.88	118,716.55
Nov 01, 2025	Interest Only Payment	752.40	752.40		752.40	118,716.55
<b>2025 Totals</b>						
May 01, 2026	Principal and Interest Payment	119,456.68	119,456.68	118,716.55	740.13	
<b>2026 Totals</b>						
<b>Grand Total</b>		<b>741,674.77</b>	<b>741,674.77</b>	<b>716,000.00</b>	<b>25,674.77</b>	

[http://10.46.234.2/CLC\\_CLC1161/CLC1161.ASPX?Action=NoteCalcReportStatement&...](http://10.46.234.2/CLC_CLC1161/CLC1161.ASPX?Action=NoteCalcReportStatement&...) 11/19/2020

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**Note Model Statement**


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Date Quoted: Nov 19, 2020  
 Product: Product Not Defined  
 Interest Method: [7] 365/360 P&I Separate

Note Date: Dec 23, 2020  
 Maturity Date: May 01, 2026

Principal Advance: \$716,000.00

Amount Financed: \$716,000.00  
 Finance Charge: \$25,674.77  
 APR: 1.257222%

Total Principal: \$716,000.00  
 Total Interest: \$25,674.77  
 Total of Payments: \$741,674.77

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**Payment Schedule**


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Description	Date	Frequency	Number	Amount
Principal Payment	May 01, 2021	Annually	5	\$119,456.69
Principal Payment	May 01, 2026	Annually	1	\$118,716.55

TOWNSHIP OF PENTWATER, MICHIGAN  
\$716,000 INSTALLMENT PURCHASE AGREEMENT

BID FORM

November 24, 2020

Township of Pentwater  
Attn: Sue Johnson, Clerk  
500 N. Hancock St.  
Pentwater, MI 49449

**Ladies and Gentlemen:**

We offer to assist the Township by accepting an assignment of the vendor's interest in the Installment Purchase Agreement for the acquisition of property, as described in and subject to the terms and conditions of the Financing Specifications dated November 10, 2020, on the following terms:

1. Principal Amount (this is an estimated amount subject to adjustment by the Township to conform to the purchase price of property) \$716,000:

Total Interest Cost, assuming that the Installment Purchase Agreement is dated December 23, 2020, and payable in six annual payments of principal payable on May 1, 2021, and annually thereafter until paid in full with interest payable semi-annually on May 1 and November 1 of each year beginning May 1, 2021 \$25,674.77.

(Please attach proposed repayment schedule specifying interest rate (not to exceed 5% per annum))

Interest shall be computed on the basis of a 360-day year, comprised of twelve 30-day months, for the actual number of days elapsed.

The obligation shall be fully prepayable, without restriction, penalty or premium, on any date.

2. If the contract for financing of the Installment Purchase Agreement is awarded to us, we agree to all the terms and conditions contained in the Financing Specifications, and without limitation of the foregoing, we agree to execute and deliver to the Township the Purchaser's Investment Certificate substantially in the form provided with the Financing Specifications.

3. We recognize that the Township reserves the right to reject any and all bids, and not to proceed with financing, in its discretion.

02842383 I

4. This bid shall remain open and capable of acceptance until 6:00 p.m., Local Time, Thursday, December 10, 2020. Closing of the transaction shall occur not later than 45 days thereafter, but is tentatively scheduled for Monday, May 17, 2010.

Respectfully submitted,

By: John E. Raven  
Authorized Representative

Dated: November 24, 2020.

Shelby State Bank  
Name of Bidder

30 N. Meyers Road; Ludington, MI 49431  
Business Address

Vice President  
Title

Business Phone: 231-843-4878

Business Email: jraven@shelbybank.com

\_\_\_\_\_  
Name of person who will sign closing documents (if other than person above)

\_\_\_\_\_  
Title



November 25, 2020

Township of Pentwater  
Attn: Sue Johnson, Clerk  
500 N. Hancock St.  
Pentwater, MI 49449

RE: Installment Purchase Agreement Financing Proposal – Township of Pentwater, Michigan

Dear Ms. Johnson:

PNC Equipment Finance, (herein called "Lender"), for itself, its successors, and assigns, is pleased to submit this proposal for an installment purchase agreement pursuant to the provisions of Act 99, Public Acts of Michigan, 1933 as amended, to finance the acquisition of One (1) 2021 Pierce Enforcer 107' ASL Quint. Our proposal is as follows:

<b>BORROWER:</b>	Township of Pentwater, Michigan
<b>LENDER:</b>	PNC Equipment Finance, LLC and its successors and assigns
<b>TYPE OF FINANCING:</b>	This financing will be evidenced by an installment purchase agreement (the "Agreement") pursuant to Michigan code. Borrower will pledge the limited tax full faith and credit of the Borrower for payment of principal and interest on the Installment Purchase Agreement.
<b>BANK QUALIFIED:</b>	This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.
<b>TYPE OF EQUIPMENT:</b>	One (1) Pierce Enforcer 107' ASL Quint
<b>ESTIMATED FINANCED AMOUNT:</b>	\$716,000.00
<b>TERM:</b>	Six (6) years
<b>PAYMENT AMOUNT:</b>	See sample amortization schedule attached
<b>PAYMENT FREQUENCY:</b>	Principal payments made annually in arrears with Interest payments made semi-annual in arrears
<b>COMMENCEMENT DATE:</b>	Approximately December 2020
<b>FIRST PAYMENT DUE DATE:</b>	May 2021
<b>MATURITY DATE:</b>	May 2026
<b>INTEREST RATE AND INDEX:</b>	2.59%

155 E. Broad St., Sixth Floor, Columbus, OH 43215 Ph: 800.820.9041 ext. 2 Fax: 866.221.7894

Rates valid until December 2, 2020

After December 2, 2020, the Interest Rates offered herein shall be indexed to the interest rate swaps listed below. *These are floor swap rates.* If the rate trends up, the current market rate will be used according to the following:

Term	Index	Index rate as of November 20, 2020
6 years	6 year Interest Rate Swap	.534

The interest rate used to establish the payments shall be increased by the change in the interest rate swap times 0.79 and then added to the base Interest Rate listed above to determine the lease rate for the lease schedules, two business days prior to lease funding.

The *Interest Rates above are also floor interest rates.* Once the Agreement is closed and funded, the Interest Rate is fixed for the term.

**LESSOR RATE ADJUSTMENT:**

Notwithstanding the interest rate and indexing sections of this document, given the current market conditions and volatility, Lender reserves the right to modify the interest rate should events dictate prior to funding and closing.

**ACCEPTANCE DATE:**

This proposal requires acceptance no later than December 10, 2020.

**ESCROW FUNDING OPTION:**

At closing, Lender shall fund an escrow account from which disbursements will be made to the equipment provider(s). Escrow agent will either be Lender or third-party provider selected by Lender and approved by Borrower. All escrow earnings will be for the benefit of Borrower. The Escrow Agent will assess a \$250.00 set up fee that is payable at closing.

**INSURANCE:**

The borrower shall furnish confirmation of all risk physical damage insurance coverage for the full cost of the property plus \$2 million combined single limit property damage and bodily injury insurance covering the property.

**AUTHORIZED SIGNERS:**

The borrower's governing board shall provide Lender with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

**LEGAL OPINION:**

The borrower's counsel shall furnish Lender with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Lender.

**SECURITY:**

The Borrower shall pledge its limited tax, full faith and credit as security for the timely payment of the principal of and interest on the Installment Purchase Agreement. Such pledge shall include, if necessary, the obligation to levy ad valorem taxes within its authorized millage rate annually, as a first budget obligation, in an amount which, taking into account estimated delinquencies in collection and funds on

hand, shall be sufficient to pay the principal of and interest on the Installment Purchase Agreement when due, subject to constitutional, statutory and charter tax rate limitations. If tax collections are insufficient to pay the principal of and interest on the Installment Purchase Agreement when due, the (borrower) shall make such payments from any and all other resources available for payment of the Installment Purchase Agreement.

**DOCUMENTATION:**

Borrower's counsel shall prepare all documentation at Borrower's expense. Final documentation will be subject to approval of all parties.

**PREPAYMENT:**

After the second anniversary of the loan commencement, so long as there is no event of default, on any payment due date, Borrower shall have the option to prepay in full by paying to Lender all payments and any other amounts then due plus three percent of the outstanding principal balance.

**CLOSING COSTS:**

Lender does not assess any closing costs in connection with this installment purchase agreement financing.

**FINANCIAL INFORMATION:**

Financial information for PNC Financial Services can be obtained at [www.pnc.com](http://www.pnc.com).

**CONDITIONS PRECEDENT TO LENDER PERFORMANCE:**

Including, but not limited to the following, with all documents to be satisfactory in form and substance to the Lender.

***Documentation***

Documentation acceptable to PNC Equipment Finance and legal opinions will be at Borrower's expense.

The Borrower's counsel will provide an electronic draft copy of the transaction documents as soon as practical after award of the financing.

The Borrower's counsel will provide and an electronic copy of fully executed closing transcripts to PNC Equipment Finance one (1) business day prior to closing and the original signed documents will be forwarded to PNC Equipment Finance by the day of closing.

***Expenses***

The Borrower shall pay all costs of issuance and expenses and costs of its counsel for the issuance of the Installment Purchase Agreements.

***Credit Approval and Due Diligence***

This proposal is subject to due diligence and final credit approval by Lender and approval of the documentation in Lender's sole discretion.

**PROPOSAL EXPIRATION:**

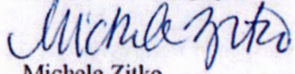
This proposal will automatically expire at the end of business on December 20, 2020.



Page 4 of 5  
Township of Pentwater, Michigan  
November 25, 2020

I trust that you will find the contents of this proposal to your satisfaction. If you should have any questions or if we may be of any assistance, please do not hesitate to contact me at (800) 820.9041 ext. 2

Sincerely,  
Lender - PNC Equipment Finance



Michele Zitko  
Vice President

**ACCEPTED BY:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Sample Amortization Schedule**

**Township of Pentwater**

Compounding Period: Semiannual  
Nominal Annual Rate: 2.59%

**Cash Flow Data  
Loans and Payments**

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/23/2020	716,000.00	1		
3	Payment	5/1/2021	124,348.05	1		
4	Payment	11/1/2021	Interest Only	1		
5	Payment	5/1/2022	124,348.05	1		
6	Payment	11/1/2022	Interest Only	1		
7	Payment	5/1/2023	124,348.05	1		
8	Payment	11/1/2023	Interest Only	1		
9	Payment	5/1/2024	124,348.05	1		
10	Payment	11/1/2024	Interest Only	1		
11	Payment	5/1/2025	124,348.05	1		
12	Payment	11/1/2025	Interest Only	1		
13	Payment	5/1/2026	124,348.05	1		

**TValue Amortization Schedule - Normal, 360 Day Year**

	Date	Loan	Payment	Interest	Principal	Termination
Loan	12/23/2020	716,000.00				
1	5/1/2021		124,348.05	6,645.08	117,702.97	no call
2	11/1/2021		7,747.95	7,747.95	0	no call
3	5/1/2022		124,348.05	7,747.95	116,600.10	no call
4	11/1/2022		6,237.98	6,237.98	0	496,147.84
5	5/1/2023		124,348.05	6,237.98	118,110.07	374,494.47
6	11/1/2023		4,708.45	4,708.45	0	374,494.47
7	5/1/2024		124,348.05	4,708.45	119,639.60	251,265.68
8	11/1/2024		3,159.12	3,159.12	0	251,265.68
9	5/1/2025		124,348.05	3,159.12	121,188.93	126,441.08
10	11/1/2025		1,589.72	1,589.72	0	126,441.08
11	5/1/2026		124,348.05	1,589.72	122,758.33	0.00
<b>Grand Totals</b>		<b>716,000.00</b>	<b>769,531.52</b>	<b>53,531.52</b>	<b>716,000.00</b>	

**TOWNSHIP OF PENTWATER, MICHIGAN**  
**\$716,000 INSTALLMENT PURCHASE AGREEMENT**

**BID FORM**

November 25, 2020

Township of Pentwater  
Attn: Sue Johnson, Clerk  
500 N. Hancock St.  
Pentwater, MI 49449

**Ladies and Gentlemen:**

We offer to assist the Township by accepting an assignment of the vendor's interest in the Installment Purchase Agreement for the acquisition of property, as described in and subject to the terms and conditions of the Financing Specifications dated November 10, 2020, on the following terms:

1. **Principal Amount (this is an estimated amount subject to adjustment by the Township to conform to the purchase price of property) \$716,000:**

**Total Interest Cost, assuming that the Installment Purchase Agreement is dated December 23, 2020, and payable in six annual payments of principal payable on May 1, 2021, and annually thereafter until paid in full with interest payable semi-annually on May 1 and November 1 of each year beginning May 1, 2021 \$53,531.52**

**(Please attach proposed repayment schedule specifying interest rate (not to exceed 5% per annum))**

**Interest shall be computed on the basis of a 360-day year, comprised of twelve 30-day months, for the actual number of days elapsed.**

**After the second anniversary of the loan commencement, so long as there is no event of default, on any payment due date, Borrower shall have the option to prepay in full by paying to Lender all payments and any other amounts then due plus three percent of the outstanding principal balance.**

**If the contract for financing of the Installment Purchase Agreement is awarded to us, we agree to all the terms and conditions contained in the Financing Specifications, and without limitation of the foregoing, we agree to execute and deliver to the Township the Purchaser's Investment Certificate substantially in the form provided with the Financing Specifications.**

02842383 1

2. We recognize that the Township reserves the right to reject any and all bids, and not to proceed with financing, in its discretion.

3. This bid shall remain open and capable of acceptance until 6:00 p.m., Local Time, Thursday, December 10, 2020. Closing of the transaction shall occur not later than 45 days thereafter, but is tentatively scheduled for **Monday, May 17, 2010.**

Respectfully submitted,

By: Michele Zitko  
Authorized Representative

Dated: November 21, 2020.

Michele Zitko  
Name of Bidder

155 E Broad St, Columbus, OH 432315  
Business Address

Vice President  
Title

Business Phone: 1.800.820.9041 ext 2

Business Email: michele.zitko@pnc.com

Karen Bowdish  
Name of person who will sign closing documents (if other than person above)

VP, Operations Manager  
Title

*Draft*

**EXHIBIT C**  
**INSTALLMENT PURCHASE AGREEMENT**

December 9, 2020

Moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ to retain the services of STS Computers, Ludington, Michigan for year-round IT support at the rate of \$50 per hour.

Further, the Township is to receive an itemized invoice of services on a monthly basis.

Roll call vote:

OR

Moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ to retain the services of Shotwell Solutions, Pentwater, Michigan for year-round IT support as follows:

\$65 per hour (on site)  
\$50 per hours (remote)

Further, the Township is to receive an itemized invoice of services on a monthly basis.

Roll call vote:



Dec 1, 2020

Pentwater Township  
327 N Hancock Street  
Pentwater, MI 49449

Dear Sue or Lynne,

Thank you for providing the opportunity to bid on the support of your office IT needs.

My hourly rate for on site support is \$65 and generally would bill at a minimum of ½ hour for a visit. My hourly rate for remote support or for tasks that I can perform from my office is \$50.

As a general rule I do not track billing for phone calls or quick remote help. If there is a need for more remote help than the occasional support then we could discuss that further.

Thank you again for the opportunity to work with you.

Sincerely,

Mark Shotwell  
Shotwell Solutions  
(231) 794-2194  
(916) 642-2273  
[mark@shotwellsolutions.com](mailto:mark@shotwellsolutions.com)

December 9, 2020

Moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ to accept the low bid from Ryan's Lawn Care for snowplowing, shoveling and salting as follows:

- Snowplowing - \$42.00 per occurrence (whenever 2 or more inches of snow has accumulated)
- Shoveling - \$30.00 per occurrence
- Salting - \$30.00 per occurrence

Roll call vote:



**RYAN'S LAWN CARE**

5156 LATTIN RD. - PENTWATER, MI. 49449  
RYAN PATTERSON  
( 231 ) 845-9889

**PROPOSAL AND  
ACCEPTANCE**

**PROPOSAL SUBMITTED TO :**

Pentwater Township

**PHONE :**

869-6231

**DATE :**

11-27-20

**STREET :**

500 W. Hancock

**JOB NAME :**

Snowplowing

**CITY, STATE, AND ZIP CODE :**

Pentwater MI 49449

I hereby submit specifications and estimates for :

- Snowplowing will be done whenever 2" or more of snow has accumulated.
- Price is per time
  - Snowplowing \$42.00
  - Shoveling \$30.00
  - Salting \$30.00

I Propose to furnish material and labor - complete in accordance with above specifications, for the sum of :

One hundred two 00/100 Dollars (\$ 102.00 )

Payment to be made as follows:

To be billed and payed in full at the end of the month

**Authorized Signature :**

[Signature]

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Date of Acceptance :** [Signature]



# Proposal

**Weesies Bros. Landscaping**

**Client Name:** Pentwater Township  
**Project Name:** Pentwater Twp. Snow Removal  
**Jobsite Address:** 500 North Hancock Street Pentwater,  
 Michigan 49449  
**Estimate ID:** EST2223187  
**Date:** Nov 25, 2020

**Billing Address:** 500 North Hancock Street Pentwater,  
 Michigan 49449

**Snow Removal Per Plow \$45.00**

Snow removal per plow.

**Salting lot \$60.00**

Price is per salting service for the lot.

**Shovel Side Walk \$15.00**

Shovel side walk and entrance.

**Subtotal \$120.00**

**Taxes \$0.00**

**Estimate Total \$120.00**

Estimate authorized by: \_\_\_\_\_  
 Company Representative

Estimate approved by: \_\_\_\_\_  
 Customer Representative

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

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

Turning Leaf Landscaping Inc

(231) 425-8798

P.O. Box 184

Pentwater MI 49449

# Estimate

Date	Estimate #
11/27/2020	134

Name / Address
Pentwater Township Lynne Cavazos 500 N. Hancock St. Pentwater MI 49449

Project

Description	Qty	Cost	Total
Snow Plowing the township office parking lot (per time at 2-3 inches)	1	65.00	65.00
<b>Total</b>			<b>\$65.00</b>

We look forward to doing business with you!

Customer Signature \_\_\_\_\_

Turning Leaf Landscaping Inc

(231) 425-8798

P.O. Box 184

Pentwater MI 49449

# Estimate

Date	Estimate #
11/27/2020	134

Name / Address
Pentwater Township Lynne Cavazos 500 N. Hancock St. Pentwater MI 49449

			Project
Description	Qty	Cost	Total
Snow Plowing the township office parking lot (per time at 2-3 inches)	1	65.00	65.00
We look forward to doing business with you!		<b>Total</b>	\$65.00

Customer Signature \_\_\_\_\_

December 9, 2020

Moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ to appoint Heather A. Douglas, Township Treasurer to the Township Planning Commission as the Township's Board representative for the unexpired annual term ending March 31, 2021.

Roll call vote:

December 9, 2020

Moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that, pursuant to the recommendation of the Pentwater Township Road Committee at its meeting of November 17, 2020 and the Oceana County Road Commission's December, 2020 estimate of costs as follows:

- Lake Breeze            \$148,000 (Township share \$72,000)
- Ridge Road            \$ 50,103 (Township share \$25,051.50)
- Hammett Road        \$ 37,236 (Township share \$18,638)
- Lakeview Drive        \$ 15,000 (Township share \$15,000)

the Pentwater Township Board **authorizes** the Road Commission to put Lake Breeze, Ridge Road, and Hammett Road projects on its 2021 calendar.

Roll call vote:

## MEMORANDUM

**TO:** Pentwater Township Board of Trustees

**FROM:** Pentwater Township Road Committee

**DATE:** December 1, 2020

**SUBJECT:** Recommended Township Road Improvements for 2021

Pursuant to the primary responsibility of the Pentwater Township Road Committee, at its regular meeting of November 17, 2020 the Committee reviewed and recommends the following road projects for consideration and acceptance/approval by the Pentwater Township Board of Trustees and subsequent submittal to the Oceana County Road Commission.

- **Lake Breeze Drive** – Ridge Road to End  
Prepare for Paving (remove sand berms and ditch, add aggregate, etc.) (Estimated Cost: \$76,000 Township share - **\$72,000**)\*
- **Ridge Road** – Longbridge Road to Lake Michigan Camp  
Durapatch, chip seal & fog coat (Estimated Cost: \$50,103 Township share **50% - \$25,051.50**)\*
- **Hammett Road** – Village Limits to Township Line  
Durapatch, chip seal & fog coat (Estimated Cost: \$37,236 Township share **50% - \$18,638**)\*
- **Lakeview Drive** – Monroe Road to End  
Chip seal & fog coat (Estimated Cost: **\$15,000**)\*

**\* Cost estimates from Mark Timmer, OCRC**

As you are all aware, the Township now has a dedicated .5 mil road millage to fund road improvements. The subject millage is estimated to raise approximately \$115,196 per year. In order to maximize use of the subject funds, the Committee recommends the first three road projects which total slightly more (+\$493.00) than the estimated millage revenue. Further, in an effort to preserve Lakeview Drive, which had been reconstructed some five years ago, the Committee recommends that this project be included for improvement utilizing Township fund balance dollars.

Lastly, the Committee recommends that the Board continue to include a sum of \$20-25,000 in its annual budget for emergency road repairs, brining, and any other unforeseen road issues.

Hopefully with your concurrence, Township residents will soon see the direct results of their approval of the road millage via improved road conditions. A copy of the minutes of the Road Committee's meeting of November 17, 2020 is also attached for your reference.

Encl.

cc: Road Committee



Hi Dean,

The following are the prices for chip sealing we discussed for 2021:

Wayne Rd starting ~1300 east of Longbridge then 7911' east  
Durapatch and chip seal/fog seal \$60,000

Lakeview Dr ~2000' includes cul de sac  
Chip seal/fog seal \$15,000

Hammet Rd from Village east to Twp Line ~5315' x 24'  
Durapatch and chip seal/fog seal (\$37,276) OCRC splits with Township  
\$18,638

Ridge Rd from Camp to Longbridge ~7144' x 24'  
Durapatch and chip seal fog seal (\$50,103) OCRC splits with Township  
\$25,051.50

All of this road work is viable at the present time, and chip sealing Lakeview would protect the investment in paving made several years ago. By durapatching and chip sealing the other roads, they can be saved and preserved.

Thanks,

Mark  
Thanks,

## MEMORANDUM

**TO:** Pentwater Township Board of Trustees

**FROM:** Dean Holub, Trustee

**DATE:** December 1, 2020

**SUBJECT:** Township Transfer Station Operation

The past year has resulted in some good news and not so good news in the operation of the Township Transfer Station. The disposal of trash/garbage and recyclables portion of the operation has seen a significant reduction in costs. On the other hand, managing the brush and yard waste operations has seen a definite increase in cost. Needless to say, I believe that we need to take a serious look at options to better manage the yard waste and brush operations and hopefully reduce our cost.

In the past, the Township has used four different types of management to dispose of yard waste and brush, some more than others, including:

- Burning (brush only)
- Mulching/composting (yard waste only)
- Removal offsite (yard waste and brush)
- Chipping/grinding (brush only)

I would like to discuss the above options in a "discussion" only dialogue at our next meeting on December 9<sup>th</sup> to determine if there is/are preferences for future management of the site.

Let me know if you have any questions in the interim.

## Clerk

---

**From:** Clerk  
**Sent:** Friday, December 11, 2020 11:15 AM  
**To:** Zoning Administrator  
**Cc:** Supervisor  
**Subject:** Approval of Request Lots Splits

Keith,

At its Regular Meeting of Wednesday, December 9, 2020, the Pentwater Township Board of Trustees approved the requested lot splits for Lots 13 – 21 of Block 15 of the Pentwater Beach Addition No. 4 Plat subject to the following conditions:

- Receipt of corrected legal descriptions in the survey;
- Recording of the final property transfers with the Oceana County Register of Deeds; and
- Adjustment of the Township Assessor's records for the new property descriptions which may include the assignment of new Parcel Identification Numbers for tax purposes.

If you have any questions or require further documentation, please do not hesitate to contact me.

*Sue Ann Johnson*

Pentwater Township Clerk  
500 N. Hancock Street  
P.O. Box 512  
Pentwater, Michigan 49449  
Telephone: 231-869-6231

**COPY**



*A General Law Township*

Phone: (231) 869-6231  
Fax: (231)869-4340  
Website: [www.pentwatertwp.org](http://www.pentwatertwp.org)

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

December 10, 2020

Ryan's Lawn Care  
5156 Lattin Rd.  
Pentwater, MI 49449

Dear Ryan:

Please be advised that the Pentwater Township Board, at its Regular Meeting of Wednesday, December 9, 2020 accepted your proposal for snowplowing/shoveling/salting at the 500 N. Hancock Street, Pentwater, Michigan.

The rates will be \$42 per occurrence for snowplowing, \$30 per occurrence for shoveling, and \$30 per occurrence for salting. Enclosed is the signed acceptance.

If you have any questions, please feel free to contact this office.

Sincerely,

Sue Ann Johnson  
Pentwater Township Clerk

Cc: Supervisor  
File

**RYAN'S LAWN CARE**

5156 LATTIN RD. - PENTWATER, MI. 49449  
RYAN PATTERSON  
(231) 845-9889

**PROPOSAL AND  
ACCEPTANCE**

PROPOSAL SUBMITTED TO :

Pentwater Township

PHONE :

869-6231

DATE :

11-27-20

STREET :

500 W. Hancock

JOB NAME :

Snowplowing

CITY, STATE, AND ZIP CODE :

Pentwater MI 49449

I hereby submit specifications and estimates for :

- Snowplowing will be done whenever 2" or more of snow has accumulated.
- Price is per time
  - Snowplowing \$42.00
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  - Salting \$30.00

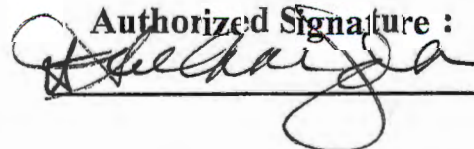
I Propose to furnish material and labor - complete in accordance with above specifications, for the sum of :

One hundred two 00/100 Dollars (\$ 102.00 )

Payment to be made as follows:

To be billed and paid in full at the end of the month

Authorized Signature :



Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 12-9-2020



# Proposal

**Weesies Bros. Landscaping**

**Client Name:** Pentwater Township  
**Project Name:** Pentwater Twp. Snow Removal  
**Jobsite Address:** 500 North Hancock Street Pentwater,  
 Michigan 49449  
**Estimate ID:** EST2223187  
**Date:** Nov 25, 2020

**Billing Address:** 500 North Hancock Street Pentwater,  
 Michigan 49449

**Snow Removal Per Plow** **\$45.00**

Snow removal per plow.

**Salting lot** **\$60.00**

Price is per salting service for the lot.

**Shovel Side Walk** **\$15.00**

Shovel side walk and entrance.

**Subtotal** **\$120.00**

**Taxes** **\$0.00**

**Estimate Total** **\$120.00**

Estimate authorized by: \_\_\_\_\_  
 Company Representative

Estimate approved by: \_\_\_\_\_  
 Customer Representative

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

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

Turning Leaf Landscaping Inc

(231) 425-8798

P.O. Box 184

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# Estimate

Date	Estimate #
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Name / Address
Pentwater Township Lynne Cavazos 500 N. Hancock St. Pentwater MI 49449

			Project
Description	Qty	Cost	Total
Snow Plowing the township office parking lot (per time at 2-3 inches)	1	65.00	65.00
<b>Total</b>			<b>\$65.00</b>

We look forward to doing business with you!

Customer Signature \_\_\_\_\_

Turning Leaf Landscaping Inc

(231) 425-8798  
P.O. Box 184  
Pentwater MI 49449

# Estimate

Date	Estimate #
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Name / Address
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			Project
Description	Qty	Cost	Total
Snow Plowing the township office parking lot (per time at 2-3 inches)	1	65.00	65.00
We look forward to doing business with you!			<b>Total</b> \$65.00

Customer Signature \_\_\_\_\_